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

5:00 PM

TUESDAY, APRIL 02, 2013

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 regarding Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.
      ii. Receive legal advice regarding Exide cleanup/remediation of hazardous and non-hazardous waste.
      iii. Receive legal advice concerning signing a certificate regarding the sale of beer and wine at a convenience store located near an elementary school.
      iv. Receive legal advice regarding parking issues and a lease amendment with Dallas Stars.

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

i. Bordered by Eldorado Parkway on the north, FM 423 on the west, Preston Road on the east and SH121 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. Annual Evaluation of Michael Drewry, Municipal Judge
ii. 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. Sexual Assault Awareness Month

5. Records Management Month

REPORTS

6. North Texas Enterprise Center (NTEC) update by Executive Director John Miller.

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

8. Library report on usage and programming activities

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

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

District.

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

CONSENT AGENDA

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

11. Consider and act upon approval of the March 19, 2013 Worksession and Regular City Council minutes. (CSO/JP)

12. Consider and Act on a Resolution approving the submission of a grant application to the US Department of Justice, Office on Violence Against Women (OVW) and authorizing the submission of the grant application by the City Manager or his designee. The grant proposal is for a Sergeant Position and the Development of a Specialized Program to Encourage Arrest Policies and Enforcement of Protection Orders. The three year funding period for this grant is from October 1st, 2013 – September 30th, 2016, not to exceed $300,000. (PD/DS)

13. Consider and act upon award of bid to Jim Bowman Construction Company, L.P. and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for the 5th Street Reconstruction and Parkwood Sidewalk Improvements Project (Bid No. 1303-034) and authorizing construction phase contingencies (Engineering/AH)

14. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement between the City of Frisco and Kimley-Horn and Associates, Inc. to perform Design, Bid Package Preparation, and Construction Administration Services for County Road 26 (Rockhill Parkway to US 380). (Engineering/MP)

15. Consider and act upon approval of a Resolution authorizing the City Manager to execute a Relocation Agreement with Atmos Energy Corporation for relocation of natural gas facilities on Coit Road. (Engineering\JB)

16. Consider and act upon approval by Council of the renewal of a lease agreement for use of property as a snowcone stand location. (CMO/PH)

17. Consider and act upon authorization for the City Manager to submit two (2) Applications to the Texas A&M Forest Service for Texas Intrastate Fire Mutual Aid System (TIFMAS) Training Tuition Grant Assistance, reimbursing the City for firefighter training tuition costs (FIRE/LG).

18. Consider and Act on the adoption of a Resolution authorizing the City Manager to extend the contract with the Texas Amateur Athletic Federation for the Winter Games of Texas for 2014-2015. (CVB/MR)

19. Consider and act upon a recommendation from the Parks & Recreation Board to modify the Month-to-Month Membership Fee option for the Frisco Athletic Center. (P&R/SW)

20. Consider and act upon approval of an Impact Fee and Development Agreement by and between Central Frisco, Ltd. and the City of Frisco, Texas. (CMO\RP)

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

REGULAR AGENDA

22. Reappointment of Lynn Schuyler to the NTMWD Board for term from June 1st, 2013 to May 31st, 2015. (CMO/HH).

23. Consider and Provide Direction to Staff regarding the Process for Reassessing Outdated Planned Development Districts and Specific Use Permits

24. Consider and act upon adoption of a Resolution repealing Resolution No. 13-01-09R and determining a public necessity to acquire certain property for public use by eminent domain for the purpose of, among other things, the construction, access, repair, maintenance and replacement of rights-of-way (in fee simple), water easements, slope easements, drainage easement, temporary construction easements and related improvements necessary for the Rockhill Parkway Project (from CR 26 to the Dallas North Tollway to East of SH 289); giving notice of an official determination to acquire property for said rights-of-way and easements; authorizing the City Manager to establish procedures for acquiring the rights-of-way and easements on said property, offering to acquire the rights-of-way and easements voluntarily from the landowner through the making of bona fide offers; authorizing the use of eminent domain to condemn, appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date. (CMO/KS).

25. Consider and Provide Direction to Staff on Grand Park priorities. (BA)

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

27. 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 29th, 2013 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

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

Texas Government Code Section:

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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

AGENDA ITEM #7.

Engineering Services Monthly Report

City Council Meeting: April 2, 2013

Welcome to the City of Frisco Engineering Services Department monthly report.

This report provides a brief status of current roadway, traffic signal, arterial lighting, and water and wastewater capital projects. The status provides approximate schedules and costs. The report also includes highlights of various activities of the traffic division and stormwater division. The development review division maintains a full workload in support of new private projects. Their activity is reflected in the monthly report for Development Services.

Our department's core functional areas include:

Capital Project Delivery – Administration of the city's bond funded projects related to new roads, drainage, traffic signals, roadway median lighting, water distribution, and wastewater collection.

Development Review – Construction plan review and field inspection of infrastructure that is built by private development and accepted by the City of Frisco.

Traffic Operations – Operation and maintenance of the city's traffic signal system, school zone and pedestrian safety, and special events.

Stormwater Utility – Administration of the utility including floodplain management and compliance with the state stormwater discharge permit.

Our staff is committed to citizen focus and good stewardship of the city's resources. Our vision is to deliver the highest quality infrastructure and level of service for present and future citizens of Frisco.

Please feel free to contact us with questions or comments.

Paul Knippel, P.E.
Director of Engineering Services
972-292-5410 office direct
pknippel@friscotexas.gov

Roadway Projects

FM 423 [North] (CIP03-0056) Eldorado Parkway to US 380
Project Manager: Matthew Phillips
Description: This is a TxDOT project. Replace the existing two-lane asphalt roadway with a six-lane divided concrete roadway. Project includes paving, drainage, signals and lighting.
Status: ROW acquisition is complete and franchise utility relocations are underway.
Schedule: Roadway construction is anticipated to commence in early 2014.
Budget: $23,000,000
City Funding: No cost to City of Frisco
Other Funding: $23,000,000 (Texas Department of Transportation)

Stonebrook Parkway (CIP05-0015) Dallas Parkway to SH 289 [Preston Road]
Project Manager: Art Hartle
Description: Install 36 inch water transmission line along DNT from south of Lebanon to Stonebrook then along Stonebrook from DNT to Preston; reconstruct westbound Stonebrook pavement to widen roadway to 6 lanes.
Status: Construction is 30% complete and on schedule. Stonebrook Parkway will be closed between Dallas Parkway and Parkwood Boulevard beginning March 27. This section of road will remain closed for five to six months while an underground water line is installed and the road is widened to six lanes. During this closure, Frisco High School traffic will be able to access the school driveway on Stonebrook Parkway.
Schedule: Completion in November of 2014.
Budget: $12,125,000
City Funding: $12,125,000
Other Funding: $0

Stonebrook Parkway (CIP10-0024) Fighting Eagles to Longhorn Trail
Project Manager: David L. Chacon
Description: Construct a new six-lane divided concrete roadway including underpass beneath the BNSF Railroad. Project includes paving, drainage, water, wastewater, sidewalk, lighting, landscaping and irrigation. This project will complete the connection of Stonebrook Parkway between FM 423 and the DNT.
Status: Construction 20% complete and on schedule.
Schedule: Completion in November of 2014.
Budget: $15,750,000
City Funding: $6,150,000
Other Funding: $9,600,000 (Texas Department of Transportation and the North Central Texas Council of Governments)

Phillips Creek Ranch Hike & Bike Trail (CIP11-0009)
Project Manager: Jason Brodigan
Description: Median landscaping and hike and bike trails along Stonebrook Parkway, Lone Star Parkway, and Lebanon Road. Project also includes road to amenity center and walkway around retention pond.
Status: Construction 95% complete.
Schedule: Completion in April of 2013.
Budget: $4,300,000
City Funding: No cost to the City of Frisco
Other Funding: $4,300,000 (Texas Department of Transportation and Republic Property Group)

Cotton Gin Road (CIP11-0017) Diamond Point to Guinn Gate
Project Manager: Tin Nguyen
Description: Construct approximately 1400 feet of two lanes, including screen wall and landscaping along west ROW.
Status: Construction contract has been awarded.
Schedule: Construction will begin in April 2013 and be complete in fall of 2013.
Budget: $1,100,000
City Funding: $745,000
Other Funding: $355,000 (Developer Escrows)

Memorial Drive (CIP11-0016) Navaho Lane to Spring Creek Pkwy
Project Manager: Jason Brodigan
Description: This project is being constructed by The Colony and includes a new four-lane divided concrete roadway, a bridge under the BNSF Railroad, and the intersection with Town & Country. Project includes paving, drainage, retaining wall, sidewalk, lighting, landscaping and irrigation.
Status: Construction is expected to begin in summer of 2013.
Schedule: Construction is anticipated to be complete in summer of 2014.
Budget: $14,400,000
City Funding: No cost to City of Frisco
Other Funding: $14,400,000 (Denton County and The Colony)

5th Street Reconstruction and Sidewalk Improvement (CIP10-0023) Hickory to Main Street
Project Manager: Art Hartle
Description: Reconstruction of 5th Street from Main Street to Hickory and a sidewalk connection from Stonebrook to Main Street.
Status: Bid award on agenda for April 2, 2013 City Council meeting.
Schedule: Construction is scheduled to start in April 2013 and will be complete in early 2014.
Budget: $1,700,000
City Funding: $1,700,000
Other Funding: $0

Miscellaneous Pavement Reconstruction FY 2012 (CIP11-0018) Teel and Parkwood
Project Manager: Art Hartle
Description: Repair four separate areas of pavement in Teel Parkway. Replace 1,050 feet of the southbound lane of Parkwood Boulevard south of Hickory Street.
Status: Construction is 75% complete and on schedule.
Schedule: Construction completion in June 2013.
Budget: $828,000
City Funding: $828,000
Other Funding: $0

Miscellaneous Pavement Reconstruction FY 2013
Project Manager: Jason Brodigan
Description: Reconstruct areas of failed pavement.
Status: Locations being evaluated and prioritized.
Schedule: Construction will begin in fall of 2013.
Budget: $1,100,000
City Funding: $1,100,000
Other Funding: $0

Lebanon – DNT Intersection Improvements (CIP05-0026)
Project Manager: Art Hartle
Description: Build-out of all lanes at intersection.
Status: Project is being redesigned to work within existing ROW.
Schedule: Construction is not scheduled.
Budget: $2,120,000
City Funding: $2,120,000
Other Funding: $0

Preston Road Intersection Improvements (CIP11-0006) SH 121 to Main St
Project Manager: Matthew Phillips
Description: Construct additional turn lanes at intersections (Warren, Lebanon, Wade, Rolater, Main) on Preston Rd between SH 121 and Main St.
Status: Design 25% complete.
Schedule: Construction completion in late 2014.
Budget: $4,500,000
City Funding: $600,000
Other Funding: $3,900,000 (Texas Department of Transportation)

Preston Rd (SH 289) Landscape (CIP10-0027) Main St to US 380
Project Manager: Matthew Phillips
Description: Install median irrigation and landscaping. Project to be constructed by TxDOT.
Status: Design is complete. Staff is working with TxDOT to secure Green Ribbon funding for the project. Project is on hold until an agreement with TxDOT is finalized.
Schedule: Not scheduled.
Budget: $910,000
City Funding: To be determined
Other Funding: Texas Department of Transportation

Panther Creek Parkway (CIP11-0026) Honey Grove to Coit
Project Manager: Jason Brodigan
Description: Construct two lanes (south side) of Panther Creek Parkway from Honey Grove Drive east, approximately 2700 linear feet, to Coit Road and including the Panther Creek Parkway/Coit Road intersection. Project includes paving and drainage. Project will be constructed with Coit Road (CIP11-0024).
Status: Design is 90% complete.
Schedule: Construction is anticipated to begin in June of 2013.
Budget: $900,000
City Funding: $900,000
Other Funding: $0

Coit Rd (CIP11-0024) Country Ridge to Panther Creek
Project Manager: Jason Brodigan
Description: Construct two lanes (west side) of Coit Road, including the median, from Buckeye Drive north, approximately 2700 linear feet, to Panther Creek Parkway. Project includes paving and drainage.
Status: Design is 90% complete. Construction will begin upon relocation of a major natural gas metering station by Atmos Gas.
Schedule: Construction is anticipated to begin in June of 2013.
Budget: $1,500,000
City Funding: $750,000
Other Funding: $750,000 (Collin County)

Coit Road (CIP10-0002) Main Street to Eldorado Parkway
Project Manager: Jason Brodigan
Description: Replace the existing two-lane asphalt roadway with a four-lane divided concrete roadway. Project includes paving, drainage, water transmission line, lighting, landscaping, and irrigation.
Status: Coit Road was closed and construction began on March 18, 2013.
Schedule: Construction completion in fall of 2013.
Budget: $7,000,000 including road and waterline.
City Funding: $3,900,000
Other Funding: $3,100,000 (Collin County)

Rockhill Parkway (CIP08-0007) CR 26 to Dallas Parkway
Project Manager: Matthew Phillips
Description: Construct a new six-lane divided concrete roadway. Project includes paving, bridge, retaining walls, drainage, water transmission line, lighting, landscaping and irrigation.
Status: Construction contract was awarded by City Council on February 5, 2013. Construction will begin in March, 2013.
Schedule: Construction will be complete in fall of 2014.
Budget: $8,940,000 including water line.
City Funding: $5,140,000
Other Funding: $3,800,000 (Collin County)

Rockhill Parkway (CIP10-0015) Dallas Parkway to Preston
Project Manager: Matthew Phillips
Description: Construct a new six-lane divided concrete roadway. Project includes paving, bridge, retaining walls, drainage, water transmission line, lighting, landscaping and irrigation.
Status: Construction contract was awarded by City Council on February 5, 2013. Construction will begin in March, 2013.
Schedule: Construction will be complete in fall of 2014.
Budget: $20,500,000 including water line.
City Funding: $11,000,000
Other Funding: $9,500,000 (Collin County)

Custer Road [FM 2478] (CIP10-0018) SH 121 to Stonebridge
Project Manager: Matthew Phillips
Description: Widen existing 4 lane divided roadway to 6 lanes. Project includes paving, bridge widening, signal modifications, and illumination.
Status: Design is approximately 30% complete.
Schedule: Construction is scheduled to begin in early 2014.
Budget: $6,620,000
City Funding: $820,000
Other Funding: $5,800,000 (Texas Department of Transportation and the North Central Texas Council of Governments)

Eldorado Parkway (CIP05-0006) Preston Road to Custer Road
Project Manager: Toyin Fawehinmi
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, landscaping and irrigation.
Status: Construction is 20% complete and on schedule.
Schedule: Completion in November of 2013.
Budget: $6,850,000
City Funding: $3,425,000
Other Funding: $3,425,000 (Collin County)

Main Street [FM 3537] (CIP03-0108) Preston Road to Custer Road
Project Manager: Matthew Phillips
Description: This is a TxDOT project, with some city cost and engineering participation. Project includes replacement of the existing two-lane asphalt roadway with a six-lane divided concrete roadway, drainage, signals, roadway lighting, landscaping and irrigation.
Status: TxDOT awarded the construction contract. The contractor will begin roadway work when franchise utility relocations are completed. Staff is conducting monthly utility coordination meetings to help facilitate utility relocations.
Schedule: Roadway construction anticipated to commence in April 2013.
Budget: $2,750,000
City Funding: $2,750,000
Other Funding: $27,000,000 (Texas Department of Transportation)

US 380 (CIP10-0017) CR 26 to Coit Rd
Project Manager: Matthew Phillips
Description: This is a TxDOT project. Widen the existing five-lane roadway to a freeway section including frontage roads and grade separated intersections at DNT and Preston Road.
Status: The preliminary design has been approved by TxDOT and the FHWA. TxDOT has begun surveying and collecting data to prepare the final design plans.
Schedule: Construction is scheduled to begin in January of 2015.
Budget: $78,000,000
City Funding: No cost to City of Frisco
Other Funding: $78,000,000 (Texas Department of Transportation)

County Road 26
Project Manager: Matthew Phillips
Description: Construction of north-south segment of roadway between Rockhill Parkway and US 380.
Status: Engineering design contract is on April 2, 2013 City Council Agenda for approval.
Schedule: Design will commence in spring 2013. Construction will commence in spring of 2014.
Budget: $4,500,000 including water and wastewater lines.
City Funding: $4,500,000
Other Funding: $0

Annual Sidewalk Construction Program (CIP13-0006)
Project Manager: Tin Nguyen
Description: Annual program for infill, connectivity, and compliance with federal accessibility requirements.
Status: Design is 90% complete.
Schedule: Construction will commence in summer of 2013.
Budget: $500,000
City Funding: $500,000
Other Funding: $0

Roundabout at Intersection of Warren Parkway and Ohio Drive
Project Manager: Brian Moen
Description: Potential installation of a multilane roundabout in lieu of a traffic signal.
Status: A public meeting was held at Clark Middle School on March 21, 2013. A summary of the meeting is presented at the end of this report. Design of one roundabout at Warren and Ohio is anticipated to commence in May and be complete in approximately six months. The design process will address construction and operation details and refine cost estimates. The final decision regarding installation of the roundabout will be made by City Council when construction bids are received in the fall of 2013. Actual construction of the roundabout has not been approved by City Council.
Schedule: Construction has not been approved and is not scheduled.
Budget: $365,000
City Funding: $365,000
Other Funding: $0

Traffic Signal Projects

Traffic Signal - Eldorado Pkwy at Dallas Pkwy (CIP05-0036)
Project Manager: Shelley Lang
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.
Status: The contractor plans to have all of the new signal pole foundations installed by early April and start the installation of the permanent signal poles.
Schedule: Construction completion in summer 2013.
Budget: $670,000
City Funding: $670,000
Other Funding: $0

Traffic Signal – DNT / Cotton Gin (CIP04-0034)
Project Manager: Shelley Lang
Description: Install a traffic signal at Dallas Parkway and Cotton Gin. This project will also include the widening of the westbound approach to provide an extended left turn lane to turn onto southbound Dallas Parkway, two through lanes, and a right turn lane.
Status: Under construction and on schedule.
Schedule: Construction completion in summer 2013.
Budget: $635,000
City Funding: $635,000
Other Funding: $0

Traffic Signal - Eldorado Pkwy at Wal-Mart (CIP04-0050)
Project Manager: Shelley Lang
Description: Replace temporary traffic signal with a permanent traffic signal.
Status: Durable Specialties was awarded this project on February 5, 2013. A pre-construction meeting was held in March.
Schedule: Construction is anticipated to begin in April 2013 and will be completed in summer 2013.
Budget: $200,000
City Funding: $50,000
Other Funding: $150,000 (escrows)

Traffic Signal – Eldorado at Lenox (CIP03-0077)
Project Manager: Shelley Lang
Description: Traffic Signal for the intersection of Eldorado (FM 2934) at Lenox. This traffic signal will need to be authorized by TxDOT.
Status: Under construction and on schedule.
Schedule: Construction will be completed in late spring 2013.
Budget: $215,000
City Funding: $135,000
Other Funding: $80,000 (escrows)

Traffic Signal - Fire Station #6 (CIP12-0002)
Project Manager: Shelley Lang
Description: Install an emergency vehicle traffic control signal on Eldorado Pkwy (FM 2934) at Fire Station #6.
Status: Under construction and on schedule.
Schedule: Construction will be complete in summer 2013.
Budget: $110,000
City Funding: $110,000
Other Funding: $0

Traffic Signal - Teel at Old Orchard (CIP12-0008)
Project Manager: Shelley Lang
Description: Install a traffic signal on Teel Parkway at Old Orchard Drive.
Status: Design is 65% complete.
Schedule: Construction is planned to commence in summer 2013.
Budget: $200,000
City Funding: $200,000
Other Funding: $0

Traffic Signal- Independence at Kelmscot (CIP13-0002)
Project Manager: Shelley Lang
Description: Install a traffic signal on Independence Parkway at Kelmscot Drive.
Status: Design is 65% complete.
Schedule: Construction is planned to commence in summer 2013.
Budget: $200,000
City Funding: $100,000
Other Funding: $100,000 (escrows)

Water Distribution & Wastewater Collection System Projects

Fairways LS Generator (CIP11-0004) within Fairways LS property
Project Manager: Art Hartle
Description: Install emergency generator
Status: Construction is complete. Project is in close-out prior to final acceptance.
Schedule: Construction is complete.
Budget: $940,000
City Funding: $940,000
Other Funding: $0

West Rowlett Creek WW Main Extension (CIP11-0021) Independence to Coit
Project Manager: David L. Chacon
Description: Preliminary engineering alignment for wastewater main from Independence Parkway to Coit Road; alignment study for two additional mains to extend north to Main Street; and decommissioning of three lift stations.
Status: Preliminary alignments have been developed.
Schedule: Not scheduled.
Budget: $1,750,000
City Funding: $1,750,000
Other Funding: $0

Panther Creek Sewer Interceptor Phase 2 (CIP10-0013)
Project Manager: David L. Chacon
Description: Install new 24" wastewater line along Panther Creek from west of DNT to Preston Road.
Status: Design is 90% complete. Easement acquisition is in progress.
Schedule: Anticipate construction start in Summer 2013
Budget: $3,670,000
City Funding: $3,670,000
Other Funding: $0

Panther Creek Sewer Interceptor Phase 3 (CIP10-0014) Along tributary of Panther Creek to east of DNT
Project Manager: David L. Chacon
Description: Approximately 2,600 LF of east-west sanitary sewer south of Rockhill Parkway.
Status: Design is 90% complete. Easement acquisition is in progress.
Schedule: Anticipate construction start in Summer 2013.
Budget: $2,600,000
City Funding: $2,600,000
Other Funding: $0

North Stewart Creek Interceptor (CIP08-0013) Stewart Creek WWTP to BNSF RR
Project Manager: Art Hartle
Description: Sanitary sewer from Stewart Creek Wastewater Treatment Plant northward to BNSF Railroad. (Project #10 on WW CIP Master Plan Map)
Status: Design is 25% complete.
Schedule: Anticipate construction start in August 2013.
Budget: $9,260,000
City Funding: $9,260,000
Other Funding: $0

Panther Creek Reuse Line (CIP11-0002) Trails Golf Course to Panther Creek WWTP
Project Manager: Art Hartle
Description: Extension of reuse line from Panther Creek WWTP south to terminus of existing reuse line at The Trails Golf Course. Interconnects reuse flow from Stewart Creek WWTP and Panther Creek WWTP.
Status: Review of preliminary engineering and route study. Final design to commence in spring of 2013.
Schedule: Anticipate construction start in early 2014.
Budget: $6,720,000
City Funding: $6,720,000
Other Funding: $0

Main Street Waterline Relocations (CIP09-0011) Preston Road to Custer Road
Project Manager: David L. Chacon
Description: Relocate existing waterline outside of the proposed right of way in preparation for Main Street construction.
Status: Construction is 95% complete.
Schedule: Construction completion in April 2013.
Budget: $4,840,000
City Funding: $1,380,000
Other Funding: $3,460,000 (Texas Department of Transportation reimbursement)

Dallas Parkway 30" Waterline (CIP06-0026) Along DNT (Panther Creek Pkwy to Rockhill Rd)
Project Manager: David L. Chacon
Description: Construct 9,400 linear feet of 30" water transmission main.
Status: Construction is complete. Project is in close-out prior to final acceptance.
Schedule: Construction is complete.
Budget: $2,940,000
City Funding: $2,940,000
Other Funding: $0

Dallas Parkway 20" Waterline (CIP06-0020) DNT (Stonebrook - Main)
Project Manager: David L. Chacon
Description: Construction of a 20" water line along Dallas Parkway from Stonebrook to Main.
Status: Design is approximately 50% complete.
Status: Construction is anticipated to begin in November 2013.
Budget: $3,660,000
City Funding: $3,660,000
Other Funding: $0

Legacy Elevated Water Storage Tank (CIP10-0019)
Project Manager: Art Hartle
Description: Construct new 1.5 million gallon elevated water tank to replace existing 0.3 million gallon EST at the southeast corner of Warren and Legacy.
Status: Bids were opened on March 14, 2013. Award of construction contract expected to be on April 16, 2013 City Council Agenda for approval.
Schedule: Construction completion is planned for summer of 2014.
Budget: $4,250,000
City Funding: $4,250,000
Other Funding: $0

FM 423 and Stonebrook Elevated Water Storage Tank
Project Manager: Art Hartle
Description: Construct new 1.5 million gallon tank to serve growth on west side.
Status: Design contract is being developed to evaluate need and timing. Property for tank site has been acquired.
Schedule: Engineering evaluation will commence in spring 2013.
Budget: $4,500,000
City Funding: $4,500,000
Other Funding: $0

Downtown Elevated Water Storage Tank Re-Paint
Project Manager: Art Hartle
Description: Re-paint landmark water tower at Seventh Street and Elm Street.
Status: Design contract is on April 2, 2013 City Council Agenda for approval.
Schedule: Re-painting is planned for summer of 2013.
Budget: $300,000
City Funding: $300,000
Other Funding: $0

Gaylord – DNT Wastewater System Capacity Improvements (CIP12-0005)
Project Manager: David L. Chacon
Description: Increase capacity to serve existing multiuse development and future development at northwest corner of Warren and DNT.
Status: Design is 60% complete.
Schedule: Construction will commence in summer of 2013.
Budget: $3,600,000
City Funding: $3,600,000
Other Funding: $0

Lone Star Ranch Wastewater Lift Station Capacity Improvements
Project Manager: Art Hartle
Description: Evaluation, design, and construction of improvements to accommodate current growth in the service area.
Status: Consultant contract is being developed.
Schedule: Construction is planned to be underway in early 2014.
Budget: $6,000,000
City Funding: $6,000,000
Other Funding: $0

Northwest Water and Wastewater System Expansion (CIP07-0061)
Project Manager: David L. Chacon
Description: Install looped waterline along FM 423 to US 380. Install wastewater collection main from Panther Creek WWTP north along FM 423 to approximately 3,000 feet south of US 380.
Status: Design is complete. Easement acquisition is in progress.
Schedule: Construction is not scheduled.
Budget: $7,200,000
City Funding: $7,200,000
Other Funding: $0

Stewart Creek Wastewater Treatment Plant Expansion
Project Manager: Paul Knippel
Description: Increase capacity from 5.0 million gallons per day (MGD) to 10.0 MGD. Project design and construction is being administered by North Texas Municipal Water District.
Status: Preliminary engineering is underway.
Schedule: Final design expected to commence in late spring 2013 and construction is expected to commence in summer of 2014.
Budget: $33,000,000
City Funding: $33,000,000
Other Funding: $0

Water and Wastewater System Modeling
Project Manager: Jason Brodigan
Description: Update pipe network analysis models developed for 2008 Master Plans. Review actual and projected land use. Input new infrastructure and calibrate. Establish base-line existing system models for evaluation of new development and system operation.
Status: Under contract scoping
Schedule: On-going effort to update and maintain models.
Budget: $200,000
City Funding: $200,000
Other Funding: $0

Arterial Lighting Projects

Illumination Corridor Project (CIP07-0017)
Project Manager: Shelley Lang
Description: Install median lighting on the following five corridors:
1. Hillcrest Rd between Eldorado Pkwy and Haversham Dr
2. Gaylord Pkwy between Preston Rd and Ohio Dr
3. Warren Pkwy between Preston Rd and Ohio Dr
4. Ohio Dr between SH 121 and Prestmont Pl
5. Preston Rd between SH 121 and Gaylord Pkwy

Status: The contractor has completed the installation of all the light poles, and is waiting on meters to be set for power on the Preston, Ohio, Gaylord and Warren sections of new lighting.
Schedule: Construction completion in April 2013.
Budget: $564,675
City Funding: $480,495
Other Funding: $84,180 (escrows)

Preston Road [SH289] (CIP07-0018) Main St to US 380
Project Manager: Shelley Lang
Description: Install median lighting.
Status: Construction has begun and is on schedule.
Schedule: Construction completion in May 2013.
Budget: $808,000
City Funding: $728,200
Other Funding: $79,800 (escrows)

Wade Blvd (CIP07-0023) Collin College to Ohio Dr
Project Manager: Shelley Lang
Description: Install median lighting on Wade between Collin College and Ohio Dr.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $43,935
City Funding: $23,380
Other Funding: $20,555 (escrows)

Parkwood Blvd (CIP07-0015) Lebanon Rd to Stonebrook Pkwy
Project Manager: Shelley Lang
Description: Install median lighting on Parkwood Blvd between Lebanon Rd and Stonebrook Pkwy.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $200,760
City Funding: $200,760
Other Funding: $0

OhioDr/College Pkwy (CIP07-0012) Hillcrest Rd to Coit Rd
Project Manager: Shelley Lang
Description: Install median lighting on Ohio/College between Hillcrest and Coit.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $266,820
City Funding: $266,820
Other Funding: $0

Lebanon Rd (CIP11-0013) FM 423 to West City Limits
Project Manager: Shelley Lang
Description: Install median lighting on Lebanon Rd between FM 423 and Frisco's West City Limits.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $254,210
City Funding: $128,765
Other Funding: $125,445 (escrows)

Legacy Dr (CIP11-0014) Eldorado Pkwy to Crane Ave
Project Manager: Shelley Lang
Description: Install median lighting on Legacy between Eldorado and Crane.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $53,450
City Funding: $14,715
Other Funding: $38,735 (escrows)

Ohio Dr (CIP11-0015) Wade Blvd to Hillcrest Rd
Project Manager: Shelley Lang
Description: Install median lighting on Ohio between Wade and Hillcrest.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $117,060
City Funding: $108,395
Other Funding: $8,665 (escrows)

Traffic & Transportation Highlights

Development/CIP Plan Reviews – Staff reviewed 77 sets of development and CIP plans this month. Staff also processed two TxDOT permit applications and reviewed one traffic impact study.

Bicycle-Friendly Community – A new committee was formed in December 2012 to work towards Frisco being named a bicycle-friendly community by championing and prioritizing various development, infrastructure, and outreach policies and improvements. The Transportation Division has a seat on the committee, as do other departments as well as Frisco ISD and the bicycling community.

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). The database is used to identify problem areas that need to be addressed.

Rectangular Rapid Flashing Beacons – A new type of crosswalk device has been given interim approval by the Federal Highway Administration. This device is expected to increase pedestrian safety at mid-block crosswalks. The Rectangular Rapid Flashing Beacon (RRFB) uses a pedestrian push button to activate a set of flashing yellow lights installed on warning signs. The flashing lights are intended to alert drivers to the presence of pedestrians and cause an increase in yield response by the drivers. An RRFB was installed in front of Cobb Middle School at the beginning of the school year. A "before and after" study conducted at this location indicated an increased rate of yield response by drivers. Staff is considering installing RRFBs at other mid-block locations as funding permits and in accordance with a prioritization process based on vehicle and pedestrian volumes.

Roundabouts – The City currently has ten single-lane roundabouts in operation or under construction within several residential neighborhoods. A feasibility study has been completed that indicates the long-term feasibility of dual-lane roundabouts at three intersections along Ohio (at Gaylord Parkway, Warren Parkway, and Prestmont Place). Staff is proceeding with design of one roundabout at Warren Parkway (in lieu of a traffic signal), and will solicit construction bids in the fall of 2013. The City Council may authorize construction of the roundabout at that time. Presently, construction has not been authorized by the City Council for any multi-lane roundabout in the city. A public meeting was held on March 21, 2013. A summary of the meeting is presented at the end of this report. For more information visit the engineering department's page on the City of Frisco website.
http://www.friscotexas.gov/departments/engineering/traffic/Pages/ProposedRoundabouts.aspx

School Zones – Staff meets monthly with representatives of FISD to discuss any school zone, crossing guard, or sidewalk issues. This month, staff coordinated with FISD officials regarding future school sites and adjacent road construction.

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 Paddy Dash 5K and the Easter Eggstravaganza.

Staff – The hiring process is underway to fill vacancies for a signal technician and a street lighting technician.

Traffic Count Map – The traffic count map is available on the City's website at http://maps.friscotexas.gov/. It provides daily traffic volume counts (and the date of each count) on multiple segments of every major roadway. Staff conducts an annual traffic count program which updates the volumes collected on each major roadway segment every two or three years.

Traffic Control – Each month, staff designs the installation of new and/or replacement signs and pavement markings as needed. Each month, staff reviews the traffic control plans for new and ongoing construction zones and sends announcements to all City services regarding road closures and traffic switches. This month, staff oversaw various side street closures along Stonebrook Parkway while continuing to monitor the lane closures on Stonebrook Parkway between Parkwood Boulevard and Preston Road as part of the second phase of the Stonebrook Parkway Improvement Project. Staff also monitored lane closures due to the widening of Eldorado Parkway from Preston Road to Custer Road and oversaw the closure of Coit Road between Eldorado Parkway and Main Street for its reconstruction.

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. Wireless communication relays are installed on four water towers and two communication towers, all of which have battery backup units. Staff can also view the traffic detection cameras at most of the traffic signals, as well as 74 pan-tilt-zoom (PTZ) traffic cameras that can be controlled remotely.

Traffic Signal Timing – On an ongoing basis, staff changes the operation of various traffic signals in construction zones. Monthly travel times on the major corridors are also collected to ensure the coordination between traffic signals is optimized. Specifically, the signal timing along Eldorado Parkway and Preston Road were examined and travel times collected this month. This will lead to improvements in coordination between traffic signals along these corridors. In addition, signal timings along Main Street, Independence Parkway, and Eldorado Parkway were adjusted to account for the traffic detouring around the Coit Road closure.

Flashing Yellow Arrow – The Flashing Yellow Arrow (FYA) left-turn display is a new federally mandated way of controlling the left-turn movement at traffic signals. Instead of a circular green indication, motorists will now be shown a flashing yellow arrow to indicate when they are permitted to turn left (after yielding to oncoming traffic). There are currently 33 intersections with FYA left-turn displays. All new traffic signal installations will have the FYA and approximately four existing intersections per month are planned to be retrofitted. During the month of March six intersection had FYA's installed along Preston Road at Panther Creek Parkway, Rockhill Parkway, Meadowhill Drive and at the intersections of Eldorado Parkway and Rogers Road, Main Street & Kyser and Main Street at Teel Parkway. It is estimated that all existing traffic signals will be converted to FYA operation by mid 2014. A website has been created to inform citizens about the FYA with a link to the FYA video at http://friscotexas.gov/FYA

Training and Conference Attendance – Staff attends the monthly local meetings of the Texas District of the Institute of Transportation Engineers (TexITE) and the American Society of Civil Engineers (ASCE). Sean Merrell is an active committee member in the Texas Section of ASCE and is the President of the ASCE Dallas Branch.

Traffic Signal Maintenance – The City of Frisco currently operates and maintains 91 traffic signals within the City of Frisco and one traffic signal on FM 423 outside the city limits, 88 of which have automatic battery backup power. City crews provide on-call maintenance seven days per week with a maximum 45-minute response time. This month city crews repaired a traffic signal cabinet that had been

damaged when a large truck overturned and knocked it over at the intersection of FM 423 and Panther Creek Parkway.

A significant part of traffic signal maintenance relates to the 363 video cameras and 22 SmartSensor radar units used to detect vehicles at each signal. Currently, 100% of the video is fully operational. Maintaining this video and radar detection is very efficient due to the citywide communication system because diagnosing and troubleshooting detection issues can be performed from our central control center.

City crews programmed and set in place our electronic message boards to direct traffic for the Paddy Dash 5K, the Easter Eggstravaganza, the Coit Road closure, and the open house regarding roundabouts.

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 125 school zone flashers, two pedestrian crossing flashers, two warning sign flashers, and one set of pedestrian-activated flashing beacons (RRFB).

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	2405
Total lamp fixtures maintained by City	4142
Proportion of City lighting currently operating	98%

Wayfinding Project – Staff has been involved in the research, stakeholder input, design options, highway agency coordination, and the determination of locations for the system of artistic wayfinding signs throughout the City. Staff has reviewed all of the signs installed by the contractor and has generated a list of adjustments that need to be made before the project is finalized.

Stormwater Utility Highlights

Teel Parkway Stormwater Retention Facility Improvements – Northeast corner of Teel Parkway and High Shoals Drive
Project Manager: Perry Harts
Description: Staff held an open meeting with the Village Lakes HOA on March 11, 2013. Approximately eight residents attended. This is a joint project between Parks and Engineering and will ultimately become a designated city park.
Status: An engineering contract is expected to be presented to Council for approval on April 16, 2013.
Schedule: Design will commence in Spring 2013.
Budget: $1,300,000
City Funding: $1,300,000 (combination of park bond money and stormwater utility operations budget)
Other Funding: $0

Creek Master Plans - Comprehensive hydrologic and hydraulic studies are being performed on the city's five major watersheds. These studies will provide consistency and continuity to the city's floodplain modeling and mapping. They will facilitate the development process and provide a baseline for floodplain

reclamation and mitigation efforts. Studies have been completed for Stewart Creek and Cottonwood Branch, and are in progress for Panther Creek Watershed and West Rowlett Creek Watershed.

Public outreach – Two watershed protection events are scheduled for April 2013. Volunteers will be placing "Don't Dump" markings on stormwater inlets around the City. To date, we have placed over 3,000 markings.

Stormwater Facility Maintenance – The stormwater crew is currently working on maintaining various outfalls, channels and box culverts throughout the city. The maintenance includes clearing debris such as trees and brush and removing material from the stormwater facility to ensure the capacity of the system is preserved.

Stormwater Inspections – The city has two stormwater inspectors that review construction plans, attend pre-construction meetings, and inspect projects. The inspectors are currently responsible for over 100 active projects in various stages of construction. These projects include single-family, commercial, institutional, as well as capital projects.

Roundabout Public Meeting

Comment and question forms were available for meeting attendees to fill out. Following is a summary of the responses received. There were 79 entries on the sign-in sheet. Several single entries counted for couples. Staff estimates attendance to have been between 85 and 100 individuals, not counting staff. The meeting was held from 5:15 pm to 9:00 pm on March 21, 2013 and was an open "come and go" format.

68 Questionnaires were submitted.
99% obtained enough information about roundabouts.
88% understand the safety benefits of roundabouts.
79% understand the delay reduction benefits of roundabouts.
74% think driving through a roundabout will become easier over time.
91% understand the difference between a traffic circle and a roundabout.

From the comments:
52% were positive
28% were negative
20% were either neutral, suggestions for moving forward or questions

Comments:

1. Good Idea. Traffic becoming an increasing problem at these intersections but only at certain times of day. Definitely better than a four way stop.
2. Let's do it!
3. Fully support at all 3 intersections.
4. Main concern is safety & people actually following rules of the roundabout. Why not put in traffic lights instead? I would vote "no" on the roundabouts if given a chance to vote on it.
5. The City needs to send the "traffic rules" for roundabouts to those within a 1-mile radius. Does the City have any information on how a roundabout affects property value (positive or negative)? How long will construction of each roundabout take once construction begins?

6. I think this is a terrible idea. I have used roundabouts in other cities and do not want one in my neighborhood.
7. People may take a few attempts to understand how to maneuver in or how to make a left turn. The subtle lane switch may be "fuzzy" at first. How do you plan on educating the public on this?
8. The roundabout is in front of my subdivision.
9. Drivers are too impatient; this will be a huge waste of funds.
10. My wife and I live approximately 5 minutes from the proposed roundabouts. I use Warren almost daily, as well of the stretch of Ohio from Lebanon to 121. I am strongly in favor of the installation of roundabouts.
11. These intersections are much too wide for a 4-way stop. People have trouble knowing whose turn it is. I think these changes will help flow on Ohio.
12. We are 100% in favor of Roundabout construction in Frisco with top priority to the proposal Ohio & Warren intersection.
13. Still concerned about like traffic. I'm very concerned for my front fenders. Frisco drivers are terrible and many drive as if they own the road. Many do not stop at stop signs or red lights are now expected to yield the right away. Truthfully, I'm ok with a roundabout at Ohio of Prestmont.
14. Possibly coordinating with cycling clubs in Frisco to make sure their safety concerns are addressed and any education necessary happens.
15. Roundabouts are the new intersections! Ohio Dr. is the perfect street to have roundabouts at. They will bring current/up to date beautification to our city hopefully attracting new businesses to get rid of fields. Cost comparison is not a factor Frisco has $ so do citizens don't need to stall very excited.
16. Warren/Ohio needs to be widened 1st a 4 lane road designated in loop as a top 20 plan is not part of the model 2. Pedestrian modeling does not take into consideration high density residential rezoning.
17. No comment
18. I like the idea. I drive Ohio everyday to work and I find the 4-way stops to be frustrating. The roundabouts look like a good solution and I hope they are approved and put in place.
19. Stop lights would be better than this. There will be more accidents than there is now people will avoid and go through other streets creating other issues.
20. I have used roundabouts before and I find them to be very beneficial. Education is key, along with proper signage on the roadway. I trust they will be landscaped to look attractive.
21. This is not going to work here. People will cause more accidents need a stop light-better choice.
22. Having driven roundabouts in Germany, I was opposed to this at first. After seeing the proposed design and beginning at Warren I am willing to give it a try.
23. I like the idea; it is going to be beneficial.
24. Looking forward to the new roundabouts.
25. I like the lighted pedestrian walk and lower speed limit. I'm unconvinced these roundabouts will work overall-human nature now has people cutting each other off at these same 3 intersections. I am also very concerned about people traveling through intersections unfamiliar will have hard time.
26. I understand the point you are making but my concerns have increased after seeing the plans a single accident will shut down 3 sides at once. Cross walks will be more dangerous without people stopping at intersection.

27. Bad idea, do not build. There is too high of speed and volume of traffic on the Ohio Road to be effective and reduce accidents.
28. Count me in as YES vote for this.
29. I am for this! I love not having to stop at another light!
30. They are a great idea for many reasons & should be installed.
31. Many positive benefits - but driving culture defeats purpose. "education" is critical - too many have not learned to drive 4 way stop @ Warren/Ohio. Have no faith in this subset of folks getting better
32. These I believe will be a great help to drivers in convenience, time reduction, and in drivers and pedestrians. I will be pleased to see these projects advanced and completed good luck.
33. There are too many drivers who "expect" to have the right of way. Also, texting will also have an effect on a 'no sign' intersection. Too much confusion! Please do not be spending money just to save a little time. It won't be better!
34. I think this is a great idea. I can't wait. I love living in Frisco 13 years. The city is always thinking ahead. Good Job.
35. No comment
36. Great plan. They are safer and more efficient.
37. What I did not get was a breakdown of costs. It seems like you're spending a lot of tax dollars to replace existing infrastructure for very little gain or saviness.
38. Like the concept drawings.
39. Please put in as many roundabouts as possible as quickly as you can.
40. Go for it - love it.
41. Do not agree with putting in the roundabout. Have lived in other cities and find them a nuisance. Putting this in an area we have built and lived for 16 years causes much anxiety. I don't see the benefit.
42. About time! I thought roundabouts 2 years ago!
43. I like the idea. I use the intersections at least twice a day. It's amazing how many people don't know how a 4 way stop works or rather driving etiquette at a 4way stop. I think a roundabout would be easier for people to understand.
44. I support this project. Frisco will not be able to continually replace stop signs with traffic signals.
45. Although my experience with roundabouts is not positive I do believe that it is better to have a roundabout in this location over a traffic signal. It would be better to leave the intersection as is and ban texting and driving. That would improve safety and efficiency of the current intersections.
46. These are great. Please add these in this area and all over Frisco. Please do this. People do not understand the 4way stop sign rules. Please add all 3 as soon as possible. These are great.
47. Put them in. I am tired of sitting at stop lights and stop signs. We need a way to keep traffic flowing. I think I will also save gas and reduce pollution. Put all 3 in, we can't wait.
48. Please don't install the roundabout! I will have no option to get out of my neighborhood if they are so great why not install on Preston Rd.
49. Please don't build roundabout on Ohio Drive, especially in front of Prestmont subdivision. The stop signs work efficiently and traffic is easy to handle. No roundabouts.
50. Major concern is educating the general public on the driving rules of a roundabout.

51. Thank you roundabouts keep traffic moving and add an element of safety great idea like that they are going to 1st try one at Warren.
52. Survey designed to get positive feedback. Seems consistent with this being a sales meeting and not designed to gather input.
53. I oppose any roundabout installation on Ohio drive. Require reconstruction of significant areas on Ohio Drive more expensive construction contract will need to bidded on approved etc. roundabout is not scalable. Very few obey yield signs a full stop safer than yield. Finally Frisco will miss out on future revenue generated by any red light camera.
54. I am a homeowner in Hillcrest Estates. Every day I have to turn left into my street on Fenwick. I want Hillcrest between Ohio and Hillcrest widened to 4 lanes or a left turn lane. I would prefer a traffic signal because of familiarity. But this maybe safer.
55. I feel less anxious about the prospects of taking a relativity quite corridor into experimental "safety" initiatives perhaps the benefits will help us address more complex traffic patterns in the future.
56. Brilliant idea. They've worked well in Europe for years. Thanks for thinking progressively.
57. Why not do it where you are building a road (not in a neighborhood) so as not to spend more money.
58. Main concern is if residents have input into the landscaping of the Prestmont Place roundabout. Would roundabouts raise or lower property values when located at the entrance of a subdivision?
59. Main concern is need to consider potential negative impact to property values of homes in Prestmont subdivision.
60. I am against having roundabouts at this time and believe further study is needed and that Warren Parkway needs to be widened first.
61. I think a roundabout is a neat and great idea.
62. I think roundabout are a great idea and I fully support them in Frisco. One suggestion: either embedded blinking warning lights of the entry line to the roundabout or textured pavement prior to the crosswalk to make "noise" to the driver warning of the upcoming roundabout.
63. Fantastic idea after living and traveling around Europe I came to appreciate the benefits of roundabouts. There is a minor learning curve but once used to it they make intersections easier to navigate safer and more fluid 100% on board.
64. I believe this is a great idea. Individuals will be scared to embrace it because its new and they may not understand it but long term will grow on them.
65. The biggest problem is most drivers do not yield which is critical for a roundabout to work. They also are typically driving over the speed limit and are using their phone so aren't paying attention.
66. I am strongly opposed to the roundabouts at their locations. I have lived in the areas with roundabouts and found drivers were more unsafe particularly new to the concept. I question the data used I asked why city wouldn't put roundabout in similar areas number of accidents increase I oppose taxpayer to fix it.
67. The cost benefit in Dallas is greater. The idea that roundabouts reduce speed and thus accidents is reasonable more people more accidents aggravation insurance issues not a Frisco friendly way to invite visitors and patrons to the area to shop.
68. No comment

A copy of the questionnaire and comment form follows on the next page:



Engineering Services
City of Frisco, Texas

Roundabout Open House Questionnaire and Comment Form

Thank you for visiting the Ohio Drive Roundabout Open House tonight. We hope that you found the meeting informative and that you had a chance to have your questions answered. Please take a moment to answer a few questions and share with us any comments you may have concerning roundabouts.

Did you obtain enough information about roundabouts? ☐ Yes ☐ No

Do you understand the safety benefits of roundabouts? ☐ Yes ☐ No

Do you understand the delay reduction benefits of roundabouts? ☐ Yes ☐ No

Do you think that driving through a roundabout will become easier over time? ☐ Yes ☐ No

Do you understand the difference between a traffic circle and a roundabout? ☐ Yes ☐ No

Comments:

_____

_____

_____

_____

_____

Would you like City Staff to contact you concerning any questions or comments that you may have?

If "Yes", please provide:

Name: _____

Address: _____

Phone: _____

Email: _____

AGENDA ITEM #8.

February 2013 - Library Report on Usage and Programming Activities

Benchmarked Statistics	February 2013	Year - To - Date FY2013	[1]Benchmark Group
Total In-Library Transactions Per Capita	0.98	0.95	0.94
Total In-Library Transactions Per FTE	3,210	3,122	2,382
Collection Size Per Capita	1.36	1.36	2.00
Square Feet Per Capita	0.38	0.38	0.55
Patron Visits Per Capita	0.32	0.31	0.36
Patron Visits Per FTE	1,045	1,018	910

Operating Statistics	February 2013	Year - To - Date FY2013
Total In-Library Transactions	128,385	617,926
Total Circulation	94,856	456,499
In-House Use	14,228	68,654
New Cardholders	797	3,394
Reference Questions	10,182	46,892
Onsite Computer Users	3,818	20,260
Program Attendance	4,001	19,831
Interlibrary Loan	503	2396
Total E-Branch Transactions	47,633	238,048
E-Branch Transactions Per Capita	0.36	0.37
E-Branch Transactions Per FTE	1,191	1,203
Database Searches	10,597	55,022
Library Website Sessions	31,110	153,064
Downloadables Circulation	5,877	29,737
Downloadables Circ. As % of Total Circ.	6.2%	6.5%
Online Homework Help	49	225
Total Cardholders	52,767	52,767
Patron Visits	41,785	201,409
Library Assets - Collection	178,479	178,479
Library Volunteer Hours	291	1,951

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

Library Report on Programming and Usage Activities - Narrative
February 2013

1) Analysis of Statistical Report

The February 2013 report continues to reflect the consistent trends in library usage and programming activities developing since the October 2012 membership changes.

Demand levels have decreased by relatively small amounts in contrast to the decrease in cardholders resulting from the membership changes. For example:

- In February patron visits were down only 8.7% over FY2012 in spite of a decrease in cardholders of over 30%.
- In February the number of items checked out was only down 12.6% over the same month last year.
- Library program attendance is only down 8% from FY2012.
- There were 760 new cardholders registered in February, an increase of 1.5% in the cardholder base, against an estimated population gain in Frisco of 0.6%. This would indicate 1) that some residents of our reciprocal partner cities are still choosing to obtain Frisco library cards despite the more restricted services available, and 2) library card take-up is increasing among Frisco residents as well.

2) Upcoming Events

- The library Adult Services division is offering a new workshop this month called *iPad 101*. This workshop is intended for the new iPad user, who is invited to bring their iPad and learn how to install apps, manage your apps and notifications, manage security settings and Wi-Fi, discover essential apps for a range of users, and much more. The workshop is on April 22 from 7:00pm to 8:30pm in the library computer lab. No registration is required – just bring your iPad.

- The library's annual tax assistance program in partnership with AARP wraps up on April 13. There are four tax assistance sessions available before the IRS filing deadline – Thursday and Saturday this week and next. The service is provided on a first come, first served basis. Participants should check the library website event calendar at friscolibrary.com/calendar to ensure they are bringing the needed materials and to check for specific times.

AGENDA ITEM #9.

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

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

Parks and Recreation Report: City Council Meeting of April 2, 2013

Hike and Bike Trail Projects

Cottonwood Creek Greenway, A-3

Description – This project provides for the development of a trail system along Cottonwood Creek Greenway, Section A-3.

Previous Status – The consultant is currently surveying the area and will begin layout for the trail project that will include coordination with the Frisco Independent School District (FISD) for construction documents, relating to Wakeland High School. It is anticipated that this project will be publically bid by this summer.

Current Status – Since the time of the last report, the park consultant has finished the surveying and base mapping for the trail project. Staff is now in the process of reviewing the trail layout and cost estimate. Once this process has been completed, the consultant will then move forward with construction plans for the project that would be publically bid during this upcoming summer.

Hillcrest Drive Off Street Trail

Description – This project would provide for the development of a trail system along Hillcrest Drive, from Warren Parkway to SH121.

Previous Status – Staff is working with the City of Plano to see if they would like to participate in their connection of the trail that starts/ends at SH121, and hope to receive conclusive news of this within the next month.

Current Status – Since last month's report, Staff had additional discussions with the Parks and Recreation Department, as well as the Engineering Department for the City of Plano. During those discussions, Staff learned that Plano does not consider Hillcrest Drive as part of their Hike and Bike Master Plan as Frisco does. As a result, Staff plans to bring on board a contractor to install the off-street Hike and Bike Trail along Hillcrest Drive from Warren Parkway and ending it at SH121. Staff will continue talking with Plano to see if they might reconsider this in the future.

United States Army 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 – Since Staff's last report, we have met with Lone Star Ranch residents and had a productive, encouraging meeting regarding their thoughts and concerns for the USACE project. The Lone Star Ranch Board is working up an agreement for the land acquisition needed for that section of the trail. Staff continues to work with Pulte Homes for the acquisition of land within the Del Webb Development. Once both properties are acquired, the Corp and Staff will proceed with the project.

FRISCO
PARKS & RECREATION DEPARTMENT

CITY OF FRISCO
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Current Status – Staff met with the USACE to discuss a schedule of events and current status for this project. We are currently trying to finalize the procurement of remaining easements for the trail project. This would include continued discussions with Pulte Homes and the Del Webb community in April. These meetings should provide a better insight of Pulte's desire to agree to provide the needed easements. Needed property within Lone Star Ranch appears to be forthcoming as they are awaiting USACE Land Waiver to transfer the land to the City. Staff will also be meeting with their HOA Board and Residents again in April for comments and additional input.

Facilities and Capital Projects Highlights

Senior Center at Frisco Square

Current Status – February 2013

Senior Center	Previous Month		Year-To-Date	
	FY13	+/- from FY12	FY13	+/- from FY12
Membership Visits	4,717	-10.6%	21,491	-7.3%
Total Members	1,888	2.3%	N/A	N/A
Membership Revenue	$845	99.3%	$3,639	58.3%
Program Revenue	$6,113	24.3%	$28,913	-4.6%
Total Revenue	**$6,958**	**30.3%**	**$32,552**	**-0.1%**
Membership Expense	$19,066	-28.4%	$114,901	-12.8%
Program Expense	$14,082	25.3%	$67,253	13.0%
Total Expense	**$33,147**	**-12.5%**	**$182,143**	**-4.8%**

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Frisco Athletic Center

Current Status – February 2013

Frisco Athletic Center	February – 2013		Year-To-Date	
	FY13	+/- from FY12	FY13	+/- from FY12
Membership Visits	48,203	-9.2%	216,641	-3.9%
Total Members	13,158	-0.5%	N/A	N/A
Total Accounts	4,350	-0.9%	N/A	N/A
Membership Revenue	$ 190,892	-7.1%	$1,085,646	-2.3%
Program Revenue	$ 68,301	-2.5%	$ 277,329	2.6%
Total Revenue	**$ 259,193**	**-5.9%**	**$1,362,974**	**-1.3%**
Membership Expense	$ 194,747	13.7%	$ 824,815	6.3%
Program Expense	$ 58,050	-0.2%	$ 259,640	-4.1%
Building Services	$ 24,268	-24.9%	$ 74,945	-12.6%
Total Expense	**$ 277,065**	**5.8%**	**$1,159,400**	**2.4%**

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 – Since the time of last month's report, the sewer line has been installed and the foundation pads have been poured. Masonry work has begun on the project and is on schedule. Steel for the structures are being scheduled to be delivered by the first week in March and construction will begin shortly thereafter.

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Current Status – Work on the project continues to move forward and is on schedule by the contractor. Masonry work on the restroom facility began at the end of this past month and continues to progress nicely. Steel for the pavilion and shade structure was delivered in early March and the contractor has begun to install those elements. Roof for the structures has begun and will continue for the next several weeks. Sidewalks and other flatwork for the project are scheduled to occur in April along with landscape and irrigation.

Park Development

Neighborhood Parks Currently Being Developed

Newman Village Neighborhood Park

Description – The scope of this project will entail the development of this neighborhood park, located near the Newman Village residential development north of Eldorado Parkway, between Teel Parkway and Legacy Parkway.
Previous Status – Design and construction documents for the park will follow master planning of the site. This is expected to occur within the next 120 days as master planning of the site concludes.
Current Status – Park Planning Staff continues to work with the park consultant to finalize the master plan for the park. Once that has been approved by the City Council, the consultant will begin work on the construction plans for the park leading up to bidding and construction of the park later this year.

Neighborhood Parks being Master Planned

Newman Village Neighborhood Park Master Plan

Description – This project will entail the master planning of this neighborhood park located near the Newman Village development north of Eldorado Parkway, between Teel Parkway and Legacy Parkway.
Previous Status – Since the last monthly report, the Park Consultant has surveyed the property and began developing a base map and layout with City Staff. Staff is currently working with the FISD to plan for the ultimate Middle School to be developed adjacent to the park site. Master planning for the project will continue the next 90 days with potential construction of the park site to take place in 2014.
Current Status – Park Planning Staff will be conducting a public meeting with residents on April 4, 2013 at Purefoy Elementary School at 7:00 p.m. to discuss the master plan. This meeting will provide an opportunity for residents to provide input to the work that has been done to date and provide potential revisions that can be incorporated into the potential master plan. Once these revisions are done, the plan will be forwarded to the Parks and Recreation Board for their consideration and to allow for additional

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resident input prior to the Board's consideration and recommendation to the City Council for final consideration.

Community Park Construction

Harold Bacchus Community Park – Phase III

Description – This scope of this project would entail the third phase of development for Harold Bacchus Community Park.

Previous Status – A concept plan for the proposed work has been established and has been reviewed by the different sports organizations. A visual illustration of the plan is currently being put together to present to a joint meeting of the Parks and Recreation Board and FCDC in March. Council will also receive this information. On Friday, February 22, 2013 staff met with the park consultants to review a hydrology study and flood plain to evaluate the project areas and look for potential corrections or adjustments. The existing practices fields will be moved from Harold Bacchus Community Park to another park location. Staff is currently evaluating that relocation. Staff is currently in the process of working with a consultant for design and construction elements for the project. After the joint meeting with P&R and CDC, the master plan revision for the park will be considered and sent to the City Council for final approval. Should this be approved, construction plans will proceed for the Phase III development of Harold Bacchus Community Park.

Current Status – Park Planning staff and the park consultant met with the Parks and Recreation Board as well as the Frisco Community Development Corporation during their joint meeting of March 21, 2013 to ask for consideration to recommend a revision to the park's master plan to the City Council. This revision was the result of meeting with staff, the consultant and baseball and softball organizations regarding the next phase of development to the Community Park. After describing potential concepts for the revised master plan, both Boards approved unanimously a revised master plan for Harold Bacchus Community Park. This recommendation will be forwarded to the City Council for their final consideration later in April or the first meeting in May. Once approved by Council, the consultant will then begin design on construction documents for the development project.

Miscellaneous Park Development

Cottonwood Linear Park

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

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Previous Status – Staff continues to work with the developer and the City Attorney to come to a conclusion regarding a developer's agreement between the City and the developer to define the factors leading to the construction of the park.
Current Status – The City Attorney has been in communication with the Developer and feels that an agreement has been reached. The Developer is presenting the proposed revision to their banking institution for approval. As a result, Staff is hopeful that a revised developer's agreement will be presented to City Council in the next 60 days for action.

Grand Park
Description – Located with boundaries that run north along Cotton Gin Road, from the Dallas North Tollway west to Legacy Parkway, and to the south to Stonebrook Parkway, this 282 ± acre park will serve as the City's primary regional park site. The master plan for the Grand Park was revised in 2011 and work is currently moving forward for the design and permitting of the park's initial development.
Previous Status – The USACE continues to review the permit, which will likely continue for another 16 months. The interagency meeting where various governmental agencies will come to Frisco to discuss the project and tour the project area is scheduled to take place in March. A joint meeting of the City Council and the Grand Park subcommittee is scheduled to take place on Tuesday, February 26 at the Senior Center at Frisco Square. At that time, Phase I elements of the park will be discussed and direction provided to the consultant will occur. Additional meetings of the two groups are expected to take place in March, April and May.
Current Status – Staff and the consultants met with City Council and the Grand Park Subcommittee on March 25, 2013. At this meeting the consultants presented a number of options for paving, the play area, lighting and dam construction. The budget of various options was also discussed and the consultants were asked to provide additional information for a special work session on April 2, 2013.

Special Parks and Facilities

Hope Park Playground Development, at Frisco Commons Park
Description – This project will involve the construction of a community built playground that is scheduled to be built in April 2013. The project will also involve the renovation of the exisiting community built playground currently at Frisco Commons Park.
Previous Status – The project remains on target for the construction to take place in April. Closing of Friendship Park, which is the current playground, took place on Tuesday, February 19, 2013. Demolition of many of the components of the original playground will occur during the month of March in preparation for the renovation of this portion of the playground. The Hope Park playground will then occur after the renovation by volunteers creating new exciting elements for the overall playground.
Current Status – The concrete has been poured for the slab under the Hope Playground portion of the project. Materials have arrived on site and the Hope Park Frisco group is preparing for Build Week that will

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begin on April 5th and conclude on April 14th. There are plenty of opportunities for volunteers to help in the building and other assistance in this great project. The signup sheet and schedule is available at their web site www.hopeparkfrisco.org.

Special Events

Recently completed events:

21st Annual Easter Eggstravaganza – This year's 21st Annual Easter Eggstravaganza was held on at 2:00 p.m. on Saturday, March 16th and was met with sunny skies and around 8,000 participants at the FC Dallas Stadium. The great egg hunt, with over 80,000 eggs, was over in just a few brief moments, as kids of all ages scrambled to fill their baskets. In addition to the Egg Hunt, there were bounce houses, face painting and other great activities that took place from 1:00 pm to 4:00 pm.

Congratulations go out to all of our great volunteers, coordinated through Dana Baird and her staff, along with Marcy Jones, Cara Harting and Kari Fitzpatrick and other members of our Parks and Recreation Department Staff.

Upcoming Events:

Frisco Summer Jam – Saturday, June 22, 2013 at Warren Sports Complex from 6:00 p.m. until 9:00 p.m. Back for the second year and sponsored by Bounce for Fun and the Frisco Parks and Recreation Department, we invite everyone to an evening of free live music in the park, along with fun activities and inflatables provided by Bounce for Fun. There will be concessions provided, but concert goers are welcome to bring their own picnics for the evening. Please remember that alcohol is not permitted, as well as any type of glass bottles or containers.

Dive in Movies 2013 – Come join us at the Frisco Athletic Center on Friday, June 28th and again on Friday, July 26 for this year's popular Dive In Movies! This year's movies will be ***Rise of the Guardians*** on June 28th show and ***Wreck-it Ralph*** on July 26th. Gates open at 8:00 p.m., with the movie beginning at sunset. Water features will be turned on until the movie begins. Tickets will go on sale on Friday, May 3rd and we expect great turnouts for both showings. Any remaining tickets will be sold at the gate on the day of the events. For more information, call 972-292-6600 or email Kari Fitzpatrick at kfitzpatrick@friscotexas.gov.

AGENDA ITEM #10.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

Date: **March 28, 2013**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

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

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

The Frisco Square Management District met on March 25th. The other Committees did not meet during the period.

AGENDA ITEM #11.

SPECIAL CALLED CITY COUNCIL WORKSESSION OF THE FRISCO CITY COUNCIL

FRISCO CITY HALL
VIVIAN MCCALLUM
6101 FRISCO SQUARE BLVD
FRISCO, TX 75035

4:00 PM

TUESDAY, MARCH 19, 2013

MINUTES

CALL TO ORDER

Mayor Maso called the meeting to order at 4:05 p.m. with a full quorum present with the exception of Scott Johnson who arrived at 4:23 p.m.

Representing Staff: City Manager George Purefoy; Deputy City Manager Henry Hill; Assistant City Manager Nell Lange; Assistant City Manager Ron Patterson; City Secretary Jenny Page; City Attorney Rebecca Hendricks Brewer; IT Director Curt Balogh; Library Services Director Shelley Holley; Finance Director Anita Cothran; Development Services Director John Lettelleir; and Police Chief John Bruce.

REGULAR AGENDA

1. Discussion and provide direction regarding City Council committees and meetings.

   Mayor Maso started the worksession by handing out a list of subcommittees and a matrix of which Councilmember served on each board (EXHIBIT A). He read the list of Subcommittees and Ad Hoc committees and discussed with Council who is on the committee.

Jeff Cheney asked to look at what is the function of the committee and its usefulness. He suggested that perhaps the NCAA committee should be beefed up in order to foster other sports organizations.

After some discussion on taking sports to a higher level by reviewing both the Sports Council that was staff driven and the NCAA that was committee driven, Council decided that the purpose of this worksession should be more focused on Council Committees.

Council continued the discussion with topics such as the Council Committees needed to have a purpose and does the mayor need to be a voting member on these committees. Bob Allen and Will Sowell stated that if three members are on a committee, these members already have momentum and the advantage of implied direction where the other three councilmembers are at a disadvantage.

Attorney Rebecca Hendricks Brewer commented that three members also make holding meetings difficult in regard to the Open Meetings Act. She suggested that even if one or two councilmembers are present the meetings should be posted as open meetings to the public.

Other discussion lead to appointments to the Council Subcommittees and there was agreement that the appointments to these committees should be made at the council meeting following elections when Mayor and Deputy Mayor Pro Tem appointments are made.

Bob Allen asked for a future worksession topic to include Board and Commission appointments.

Jeff Cheney asked what had happened to the Frisco Technology Committee and said he would like to see a revival of the In House Town Halls. He believed that the last time the committee met was in regard to purchasing the SIRE software package several years ago. He stated that communications was closely related to technology but separate and would like to see discussion in this area.

Will Sowell asked what the purpose of the Governance Committee was and discussion continued concerning definitions of committees. For clarification, four suggestions were made:

- Have the Chair of each committee provide a brief outline of each committee to allow Council to better define the purpose intended for each committee.
- Appointments should be made after each election and changes in appointments should be sent to Deputy City Manager Henry Hill in advance.
- Define how the Council collectively appoints a member to lead an issue

for an Ad Hoc committee.
- What other committees should be revived or started.

Tim Nelson asked for a future worksession topic to include state representation.

City Manager George Purefoy asked Council if they wanted to continue with the planned joint Grand Park meeting on March 25th since Tim Nelson and John Keating will not be present and asked if the meeting should be postponed. After discussion, Mr. Hill said that decisions would need to be made soon to progress with the project and it was decided to hold the meeting as planned.

Will Sowell said that the Grand Park Committee was started as a committee to plan the Kid's Place Park and the same members continued as the Grand Park plan evolved. He asked if this committee should be replaced to better fit the needs of the committee now. The council decided to continue this conversation at another time since the meeting was running past time for the Regular Council meeting to start.

ADJOURN

Mayor Maso adjourned the meeting at 5:08 p.m.to move downstairs to start the Regular Council Meeting.

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

2011/2012 Council Committees

	SMA	RTC	MVC	NTC	ENMD	TIRZ	GC	PIDs&2	MBC	BAC	FTC	MPT	DMPT	DRMC	LAC	NCAA
Mahler																
Bob																
Will																
Adam																
Jeff																
Scott																
Tim																

BAC - Budget & Audit Committee (medium impact)
DMPT – Deputy Mayor Pro Tem (medium impact) [council appointed position]
DRMC - Dallas Regional Mobility Coalition (http://www.dallasmobility.org; meets 1st Friday of month in Dallas at 11:30AM - medium impact)
FSMD – Fiscal Square Management District (low impact) [council appointed board]
FTC - Fiscal Technology Committee
GC - Governance Committee
Get Fit - Mayor's Fitness Initiative
LAC – Legislative Affairs Committee
MBC- Mayors Business Council
MPT – Mayor Pro Tem (high impact) [council appointed position]
NMA - Metroplex Mayor's Association (Mayor)
MVC – Mayor's Youth Council (one or two council members with Mayor)
NTC - North Texas Commission www.ntcdfw.org (medium impact)
PIDs &2 – Public Improvement District 1 & 2 (low impact)
RNTC – Rail North Texas Coalition Board
RTC – Regional Transportation Council (High impact – several sub-committees – Mayor)
TIRZ – Tax Increment Reinvestment Zone (Entire Council are members)

2009/2010 Mayors Ad-Hoc Committees

Subcommittees and regular reports

Budget & Audit – as needed

Governance – as needed

Legislative – as needed

Frisco Square Management District – once a quarter

Other City Committees

Mayor's Youth Council – 2nd Tuesday at 11:30 am or 6:30pm (it rotates each month)

Veterans Advisory Committee – 4th Thursday at 5pm

Be Fit Frisco – 3rd Monday at 6pm

Sister Cities – 3rd Tuesday at 8:30am

Grand Park – as needed

Sports Council Review – as needed

Other organizations

Regional Transportation Council – 2nd Thursday

North Texas Commission Board – Quarterly

Dallas Regional Mobility Coalition – 1st Friday

Metroplex Mayors Association – 2nd Tuesday at 7:30am

U.S. Conference of Mayors – January and June

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 19, 2013

MINUTES

For complete details on each item, please view a video of the meeting on the City of Frisco web site.

Mayor	Maher Maso	Present
Deputy Mayor Pro Tem	Scott Johnson	Present
Council Member	John Keating	Present
Council Member	Tim Nelson	Present
Council Member	Bob Allen	Present
Mayor Pro Team	Jeff Cheney	Present
Council Member	Will Sowell	Present

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 5:10 p.m. with a full quorum present.

Representing Staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; Assistant City Manager, Ron Patterson; City Secretary, Jenny Page; City Attorney, Rebecca Hendricks Brewer; Assistants to the City Manager, John Eaglen, Ben Brezina, and Kathleen Stewart; Assistant Fire Chief, Paul Seibert; Police Chief, John Bruce; Development Services Director, John Lettelleir; Chief Building Official, Steve Covington; Code Enforcement Administrator, Greg Carr; Planning Manager,

John Webb; Sr. Planner Michael Walker; Engineering Director, Paul Knippel; FEDC President, Jim Gandy; Administrative Services Director, Tom Johnston; Finance Director, Anita Cothran; Library Services Director Shelley Holley; CVB Director, Marla Roe; Public Works Director, Gary Hartwell; Communications Director Dana Baird; Environmental Education Coordinator, Molly Kinson; and Water Resources Manager, Melody Emadiazar.

Mayor Maso introduced members of the Boys and Girls Club located on McKinney Street in Frisco. The children brought a card thanking Council for their support of their organization and events.

CLOSED SESSION

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

Jeff Cheney moved to enter Closed Session at 5:10 p.m. and included Item 22 for discussion with the City Attorney. Will Sowell seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

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

i. Receive legal advice regarding Exide cleanup/remediation of hazardous and non-hazardous waste.
ii. Receive legal advice regarding parking issues and a lease amendment with Dallas Stars.
iii. Receive legal advice regarding Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.

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

i. Bordered by Eldorado Parkway on the North, FM 423 on the West, Preston Road on the East and SH121 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. Annual Evaluation of Municipal Judge

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

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

John Keating moved to reconvene into Regular Session at 6:55 p.m. Tim Nelson seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

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

INVOCATION

Deputy Mayor Pro Tem Scott Johnson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Maso called upon a young lady from the audience to approach the stage and lead the United States and the Texas Pledge of Allegiance. The young lady stated that her name was Grace and she attends Curtsinger Elementary and is a member of Girl Scout Troop 9320. Grace was attending the meeting to earn her Government badge.

PROCLAMATIONS

4. Penny Curtis--20 Years of Service to City of Frisco

Penny Curtis was present to accept a Proclamation recognizing 20 years of service to the City of Frisco. Ms. Curtis was joined on stage by her husband Dan.

5. Earth Day 2013

Molly Kinson, Environmental Education Coordinator for the City of Frisco was present to accept a Proclamation in honor of Earth Day 2013.

6. Fix a Leak Week

Melody Emadiazar, Water Resources Manager for the City of Frisco and Joyce

Warren were present to accept a Proclamation declaring "Fix-A- Leak Week". Ms. Warren gave each of the Councilmembers a complementary die package to find leaks in their homes.

REPORTS

7. Frisco Economic Development Quarterly Report.

   Jim Gandy, Frisco EDC President, was present to give a quarterly report on the EDC activities.

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

   Gary Hartwell, Public Works Director gave a report on water usage and other monthly activities. Mr. Hartwell reported that with the change in Daylight Savings Time and Stage 2 Water Restrictions, daytime watering was prohibited except for the two days per week as outlined in the Water Plan.

9. Financial Services Monthly Budget Report for February 2013.

   Anita Cothran was present to give a monthly budget update for February 2013 and reported everything was tracking as projected.

10. Frisco CVB February report on industry statistics.

    Marla Roe, CVB Executive Director, was present to give a report on the February 2013 industry statistics. Ms. Roe reported that Art in the Square was going on this weekend in Frisco Square and hotel booking was very strong.

11. Development Services Activities Monthly Update February 2013.

    John Lettelleir, Development Services Director was present to give a report on February 2013 monthly activities. Mr. Lettelleir reported on a new online permit application.

12. Fire Department Monthly Report on Incident Response and Educational Activities, February 2013.

    Assistant Fire Chief Paul Siebert was present to give a monthly report on incident response and educational activities for the month of February 2013.

13. Police Department's crime statistics and response times for the month of February 2013.

    Police Chief John Bruce was present to give a monthly report on crime statistics and response times for the month of February 2013. Chief Bruce commented that vehicle burglaries were up and reminded everyone to Take, Lock, and

Hide. Additionally, he invited everyone to attend the Safety Palooza on May 18, 2013. The new name will be Community Awareness Night (CAN). The event was introduced as an alternative to National Night Out.

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

No updates were reported.

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

Tony Felker, President of the Frisco Chamber of Commerce, 6843 Main Street, Frisco, Texas, gave an update on recent activities of the Chamber.

Mr. Felker introduced Debbie Morman with Habitat for Humanity who was working with the Chamber and gave an update on the activities of the Habitat for Humanity Organization in Frisco.

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.)

Bob Allen moved to pull Item 22 from the Consent Agenda. Will Sowell seconded the motion.

Passed
Vote: 6 – 0
For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

Scott Johnson moved to approve the remainder of the Consent Agenda. John Keating seconded the motion.

Passed
Vote: 6 – 0
For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

Bob Allen moved to authorize the City Manager to sign the agreement regarding Item 22 once the outstanding issues are resolved between the City Attorney and the attorney for Hope Park. John Keating seconded the motion.

Passed
Vote: 6 – 0
For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff

Cheney, Will Sowell;
Against: (None)

15. Consider and act upon approval of the minutes from the March 5, 2013 regular City Council meeting and the February 26, 2013 Joint Council and Grand Park Subcommittee meeting. (CSO/JP)

16. Consider and act upon ratifying staff action to implement that certain Development Fee Agreement by and between Frisco and 720 Preston Trace, LP dated September 4, 2007. (CMO/RP)

17. Consider and act upon the approval of a Development and Interlocal Agreement by and between the City of Frisco, Town of Little Elm and Frisky RE I, LP. (CMO/RP)

18. Consider and act upon a request to call a public hearing to amend Planned Development-25 regarding development standards and permitted uses. (Development Services/MW)

19. Consider and act upon approval of a purchase order to Sigma Solutions for NetApp storage system yearly maintenance, through the State of Texas Department of Information Resources (DIR) contract. (IT/TJ)

20. Consider and act upon approval of a purchase order to Caldwell Country Chevrolet for the purchase of four (4) Tahoe Police pursuit vehicles. (PD/TJ)

21. Consider and Act Upon approval authorizing the City Manager or his designee to execute an agreement with CORE Construction Services of Texas, Inc. for sidewalk maintenance & repair in various locations during the fiscal year 2013. (PW/DF)

22. Consider and Act Upon a License Agreement by and between the City of Frisco, Texas and Hope Park Frisco to build Hope Park within Frisco Commons. (P&R/DR)

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

LEGISLATIVE AGENDA

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

Scott Johnson moved to pull Item 24 from the Legislative Agenda. Jeff Cheney seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Will Sowell moved to approve the remainder of the Legislative Agenda. Tim Nelson seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Scott Johnson stated that he was not in favor of the project from the beginning and still was not in favor.

Jeff Cheney stated that at the last discussion he had several objections to the project and did not have the opportunity to express them. He proceeded to comment on the issues that he thought could be improved at this time.

Ross Calhoon, with Centurion Development Group, representing the applicant, commented on the requirements of the project and issues related to adjoining property not included in the project plan. Calhoon stated that they were trying to accommodate and be good neighbors, but the challenge seems to be the addition of park land that was detrimental to the overall layout.

Bob Allen asked if First United Methodist Church was included in the project. Mr. Calhoon replied that it was and Mr. Allen asked for a private discussion with the City Attorney. Allen and Attorney Rebecca Hendricks Brewer left the room momentarily.

Tim Spiars, with Spiars Engineering, addressed a question from Jeff Cheney in regard to park land and open space. Spiars stated that park land was planned to make the best use possible of the development.

Allen and Brewer returned and the meeting continued.

Mr. Lettelleir stated that if Council desired further review, he recommended that Council hold a Public Hearing and approve an Ordinance the same night at a Council meeting rather than a P & Z Commission meeting.

Jeff Cheney moved to Table Item 24 with instructions to schedule another

Public Hearing at a future Council meeting with approval of an ordinance on the same night. Will Sowell seconded the motion.

Passed

Vote: 5 - 1

For: Scott Johnson, Tim Nelson, John Keating, Jeff Cheney, Will Sowell;

Against: Bob Allen

24. Consider and act upon adoption of an Ordinance to rezone 118.4± acres on the southwest corner of King Road and Witt Road from Agricultural to Planned Development-Single Family-8.5/Single Family-7/Patio Home. Neighborhood #43. Zoning Case No. Z12-0026. (Development Services/MW)

25. Consider and act upon adoption of an Ordinance renaming the historical alignment of Lebanon Road, generally between Preston Road and Parkwood Boulevard, to Old Lebanon Road. STRE13-0001. (Development Services/MW) **Ordinance 13-03-22**

26. Consider and act upon adoption of an Ordinance renaming Stonebrook Parkway to West Stonebrook Parkway between FM 423 and Hackberry Creek Park Road. STRE13-0002. (Development Services/MW) **Ordinance 13-03-23**

27. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Licensed Child Care Center on one lot on 2.2± acres on the east side of Independence Parkway, 745± feet south of Rolater Road. Zoned Retail. Neighborhood #27. Zoning Case No. SUP12-0022. (Development Services/JE) **Ordinance 13-03-24**

REGULAR AGENDA

28. Public Hearing: Zoning Case Z12-0024. A request to rezone 26.1± acres on the northwest and southwest corners of Rockhill Parkway and Preston Road from Agricultural to Retail and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #3. (Development Services/MW)

Mr. Lettelleir presented information on Zoning Case Z12-00024 and recommended approval.

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

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Tim Spiars, 765 Custer Road, Suite 100, Plano, Texas, with Spiars Engineering, and representing the applicant, spoke in favor of the project and stated that he simply did not agree with Council's request to revisit commercial retail zoning for this area. Spiars stated that there had been very conflicting requests for the development.

Mayor Maso left the room momentarily and Mayor Pro Tem Cheney continued with the meeting.

Kent Hope, P. O. Box 427, Addison, Texas spoke in favor of the project and commercial retail at the intersection.

Mayor Maso returned.

Frank Abbott, 5750 Genesis Court, #200, Frisco, Texas, representing property owned by the Herrin family who owns approximately 5 acres on the northwest quadrant of the zoning area, spoke in favor of the commercial retail development.

Jim Daughterman, 5610 Farquhar, Dallas, Texas, long time property owner on Rockhill Road, spoke in favor of the commercial retail development.

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

Passed

Vote: 6 - 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Jake Rogan, 6331 Deskco, Dallas, Texas, spoke in regard to Jeff Cheney's question about what could be developed on the 4.4 acre tract by replying that something like a bank would be ideal.

Scott Johnson moved to approve Public Hearing: Zoning Case Z12-0024. A request to rezone 26.1± acres on the northwest and southwest corners of Rockhill Parkway and Preston Road from Agricultural to Retail and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #3. Bob Allen seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

29. Public Hearing: Zoning Case Z13-0002. A request to rezone 40.3± acres on the east side of Independence Parkway, 2,200± feet north of Rolater Road from

Agricultural to Planned Development-Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #16. (Development Services/SP)

Mr. Lettelleir presented information on Zoning Case Z13-0002 and commented that the applicant will be preserving as much of the topography as possible, building a hike and bike trail, and taking full advantage of the open space. Lettelleir recommended approval.

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

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Tim Spiars, 765 Custer Road, Suite 100, Plano, Texas and representing the applicant spoke in favor of the project and reported on the additions to the project since the original application.

Harvey Allison, 11010 Channel Drive, Dallas, Texas, spoke in favor of the project but voiced a concern about his south property line fence that was placed short of the actual property line. Allison's concern was for the safety of the children that will be in the area due to flooding and fires. Allison requested a wooden fence on the property line dividing the subdivision and his property.

John and Nancy Redington, 7640 Independence Parkway, Frisco, Texas, use Allison's property for agricultural use and stated that not only was there a fire and flood hazard but other hazards as well.

Jeff Cheney moved to close the public hearing. Tim Nelson seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Mr. Lettelleir commented that there would be a fence requirement but there would be no guarantee that it would keep children out of the field.

Jeff Cheney moved to approve Public Hearing: Zoning Case Z13-0002. A request to rezone 40.3± acres on the east side of Independence Parkway, 2,200± feet north of Rolater Road from Agricultural to Planned Development-Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #16. Scott Johnson seconded the

motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

30. Consider, act and give staff direction on the revised West Nile Virus Response Plan and the hiring of a third party contractor to assist in implementing the revised plan. (Development Services/JS)

Steve Covington, Chief Building Official, gave an update on the on-going training and preparation since last summer in regard to West Nile Virus. Mr. Covington handed out updated information (Exhibit A) and presented two options for the upcoming season for Adult Mosquito Surveillance at 8 Trap Sites for 27 weeks which included 1) hiring one employee in the upcoming 2014 budget to assist the City in providing services not including speciating or gender ID at a cost of $34,833 or 2) contracting with a private contractor that does include speciating and gender ID for a cost of $34,820. The 2013 budget does not include funds for either option.

After discussion, Bob Allen moved to approve the revised West Nile Virus Response Plan and the hiring of a third party contractor to assist in implementing the revised plan. Will Sowell seconded the motion.

Passed

Vote: 5 – 1

For: John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: Scott Johnson

Will Sowell commented that he misunderstood that approving hiring a third party contractor would also be revising and approving the Response Plan. He asked that the Plan be brought back to Council for review and moved to reconsider or revoke the prior action on Item 30. John Keating seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Will Sowell then moved to Table Item 30 to allow staff to better define the revised West Nile Virus Response Plan and the hiring of a third party contractor to assist in implementing the revised plan. John Keating seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Scott Johnson left the meeting at 9:22 p.m.

31. Consider adoption of an ordinance authorizing the issuance of City of Frisco, Texas, General Obligation Refunding and/or Improvement Bonds; establishing procedures and delegating authority for the sale and delivery of the bonds; providing for the security and payment of said bonds; providing an effective date; and enacting other provisions relating to the subject. (CMO/NL) **Ordinance 13-03-25**

Assistant City Manager Nell Lange stated that the City did a large refunding last summer and current market conditions are still very favorable for refunding some of our tax exempt and taxable bond issues. Additionally, we will be issuing the remaining $5.5 million in authorized fire bonds. We have been working with our financial advisors and bond attorney to identify which of our taxable bond issues we could refund as we will have to amend some of our lease agreements with our partners as a result of any refunding. The City's Financial Advisor, David Medanich from First Southwest, has provided information concerning the current market situation and is advising the City that there may be substantial savings if we move forward with refunding various debt issues. We are asking the Council to approve an Ordinance that allows First Southwest to monitor the market and as soon as the market conditions provide the greatest savings they can move forward with the issuance. The ordinance provides authority for the City Manager to execute the documents if certain parameters are met. First Southwest Co. will do a negotiated sale. If the parameters are not met by September 19, 2013, the authority to issue the refunding bonds expires. We anticipate the refunding and sale will occur in the next few weeks.

The current recommendation is to refund both tax exempt and taxable bond series. The Tax-Exempt parameters are a present value savings of not less than 5.0% and the true interest cost of the new bonds shall not exceed 3.5%. The Taxable bond parameters are a present value savings of not less than 7.5% and a true interest cost not to exceed 4.0%. The total aggregate principal amount of the bonds issued shall not exceed $148,500,000. We will most likely issue less than this total, but FSW has included all callable bonds at this time to give us the most flexibility.

Jeff Cheney asked what the reoffering premium represented and Bond Attorney Leroy Grawunder, with McCall, Parkhurst & Horton explained that the reoffering premium was one of the features of marketing bonds depending on what the market is responding to. Investors may want a higher interest rate so they will pay more of a premium and it nets out at essentially the same yield.

John Keating moved to approve adoption of an ordinance authorizing the issuance of City of Frisco, Texas, General Obligation Refunding and/or Improvement Bonds; establishing procedures and delegating authority for the

sale and delivery of the bonds; providing for the security and payment of said bonds; providing an effective date; and enacting other provisions relating to the subject. Tim Nelson seconded the motion.

Passed

Vote: 5 – 0

For: John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

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

- Remove Be Fit Frisco and Veteran's Advisory Committee and add Frisco Square Management District on the agenda template.
- Item 24 - Ordinance to rezone 118.4± acres on the southwest corner of King Road and Witt Road was Tabled.
- Item 30 - West Nile Virus was Tabled.

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

Will Sowell gave the council a grade of Needs Improvement stating that Council could have made better use of time during the 4:00 p.m. worksession and there were governance issues with Items 24 and 30.

ADJOURN

Will Sowell moved to adjourn at 9:34 p.m. Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

For: John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;

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 (Adendum)

PERFORM ADULT MOSQUITO SURVEILLANCE AT 8 TRAP SITES
(May 1, 2013 – October 31 2013 (27 weeks)

OPTION 1		OPTION 2	
In-house w/ 1 additional personnel (does not include speciating or gender ID)		3rd party contractor (includes speciating & gender ID)	
Personnel	$21,683	8 traps @ $95 x 27 weeks	$20,520
Computer/phone	7,800	8 lab testing @ $50 x 27 weeks	10,800
Traps/supplies/shipping	5,350	Retainer fee	3,500
Total	$34,833	Total	$34,820

If larvacidal treatment included (14 hours @ $220/hour x 27 weeks) ----------$83,160
Proposal for comprehensive plan to include all the above in Option 2 ---------- $91,000

- Additional personnel costs in Option 1 have been prorated for the remainder of fiscal year 2013. Continuation of the program would be included in the budget for 2014.

AGENDA ITEM #12.

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: **John Bruce, Chief of Police**

From: **Darren Stevens, Deputy Chief Services Bureau**

CC: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety

Date: **3/28/2013**

Re: **Grant application to fund a Sergeant's position and the Development of a Specialized Program to Encourage Arrest Policies and Enforcement of Protection Orders.**

Action Requested: Consider and Act on a Resolution approving the submission of a grant application to the US Department of Justice, Office on Violence Against Women (OVW). The grant proposal is for a Sergeant Position and the Development of a Specialized Program to Encourage Arrest Policies and Enforcement of Protection Orders. The three year funding period for this grant is from October 1st, 2013 – September 30th, 2016, not to exceed $300,000.

Background Information: The Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (Arrest Program) recognizes that sexual assault, domestic violence, dating violence, and stalking are crimes that require the criminal justice system to hold offenders accountable for their actions through investigation, arrest, and prosecution of violent offenders, and through close judicial scrutiny and management of offender behavior.

This discretionary grant program is designed to encourage State, local, and Tribal governments and State, local, and Tribal courts to treat sexual assault, domestic violence, dating violence, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system. The Arrest Program challenges the community to listen, communicate, identify problems, and share ideas that will result in new responses to ensure victim safety and offender accountability. This specialized program includes funding a sergeant position to supervise/support two existing family violence detectives, to serve as a liaison with Patrol on the Lethality Assessment Program and to coordinate specialized training for the Department on Family Violence issues.

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

Financial Considerations: The grant request is for up to and not to exceed $300,000 to fund Specialized Training and Development of a Specialized Program to Encourage Arrest Policies and Enforcement of Protection Orders. The DOJ/OVW Grant Program does not require any cash match.

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the application for this grant. Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6130 or by email at dstevens@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 US DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST WOMEN TO FUND A SERGEANT POSITION TO SUPERVISE/SUPPORT TWO EXISTING FAMILY VIOLENCE DETECTIVES AND THE DEVELOPMENT OF A SPECIALIZED PROGRAM TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF PROTECTION ORDERS; 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 to seek grant funding for a Sergeant Position and the Development of a Specialized Program to Encourage Arrest Policies and Enforcement of Protection Orders to be operated for the 2014-2017 Fiscal Years; and

WHEREAS, City of Frisco agrees to authorize, upon award of this grant, the required funds for the research component in the form of a separate sub-contract with the research institution for said project as required by the US DOJ/OVW program grant application; and

WHEREAS, City of Frisco agrees to provide any required matching funds for the said project as required by the US DOJ/OVW program grant application; and

WHEREAS, The City of Frisco agrees that in the event of loss or misuse of the US DOJ/OVW 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 Sergeant to supervise/support two existing dedicated Family Violence Detectives and the development of a Specialized Program to Encourage Arrest Policies and Enforcement Of Protection Orders under the DOJ/OVW Program FY 13 Grant.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2013.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number _____

Grant Application Title: Encourage Arrest Policies and Enforcement of Protection Orders Program

AGENDA ITEM #13.

Engineering Services
City of Frisco, Texas

FRISCO
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
Jason Brodigan, P.E., Engineering Division Manager

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

Date: **April 2, 2013**

Subject: **Consider and act upon award of bid to Jim Bowman Construction Company, L.P. and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for the 5th Street Reconstruction and Parkwood Sidewalk Improvements Project (Bid No. 1303-034) and authorizing construction phase contingencies**

Action Requested: City Council to consider and act upon award of bid to Jim Bowman Construction Company, L.P., in the amount of $1,548,506.80 and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for the 5th Street Reconstruction and Parkwood Sidewalk Improvements Project (Bid No. 1303-034) and authorizing construction phase contingencies.

Background Information: The construction project is for the removal and replacement of the pavement on 5th Street from Hickory Street to 140 feet south of Main Street and for a sidewalk along the east side of Parkwood Boulevard from Hickory Street to Stonebrook Parkway.

This project will improve the street pavement conditions on 5th Street and provide parking on both sides of the street. Before the design services began, Engineering Services held a meeting with local businesses and residents to solicit their selection on the design of 5th Street. This work provided the design engineer with the required concept for the cross section of the new street.

The project includes a seven-inch concrete pavement for the replacement of 5th Street from Hickory Street to Main Street, extension of storm drainage system on Elm Street to 5th Street; sanitary sewer improvements; water line improvements; landscaping, including trees and irrigation; and street lighting.

Three bids were opened on March 14, 2013, with the lowest base bid amount of $1,500,751.80; the second low base bid was $1,574,522.00; and the high bid was $1,980,125.00. An alternate bid to include granular base material to stabilize the sidewalk subgrade resulted in the following totals for the base bid plus the alternate bid of $1,548,506.80; $1,630,502.00; and $2,021,043.60.

A contingency amount of $150,000 is requested during the construction phase to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with change orders negotiated between staff and the contractor as construction progresses.

Construction will begin in April and is expected to be completed by February 2014.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution
- Deny approval of the Resolution

Financial Considerations: Funding for this project is from Bond funds.

Legal Review: The Standard Construction Contract has been reviewed and approved by the City Attorney.

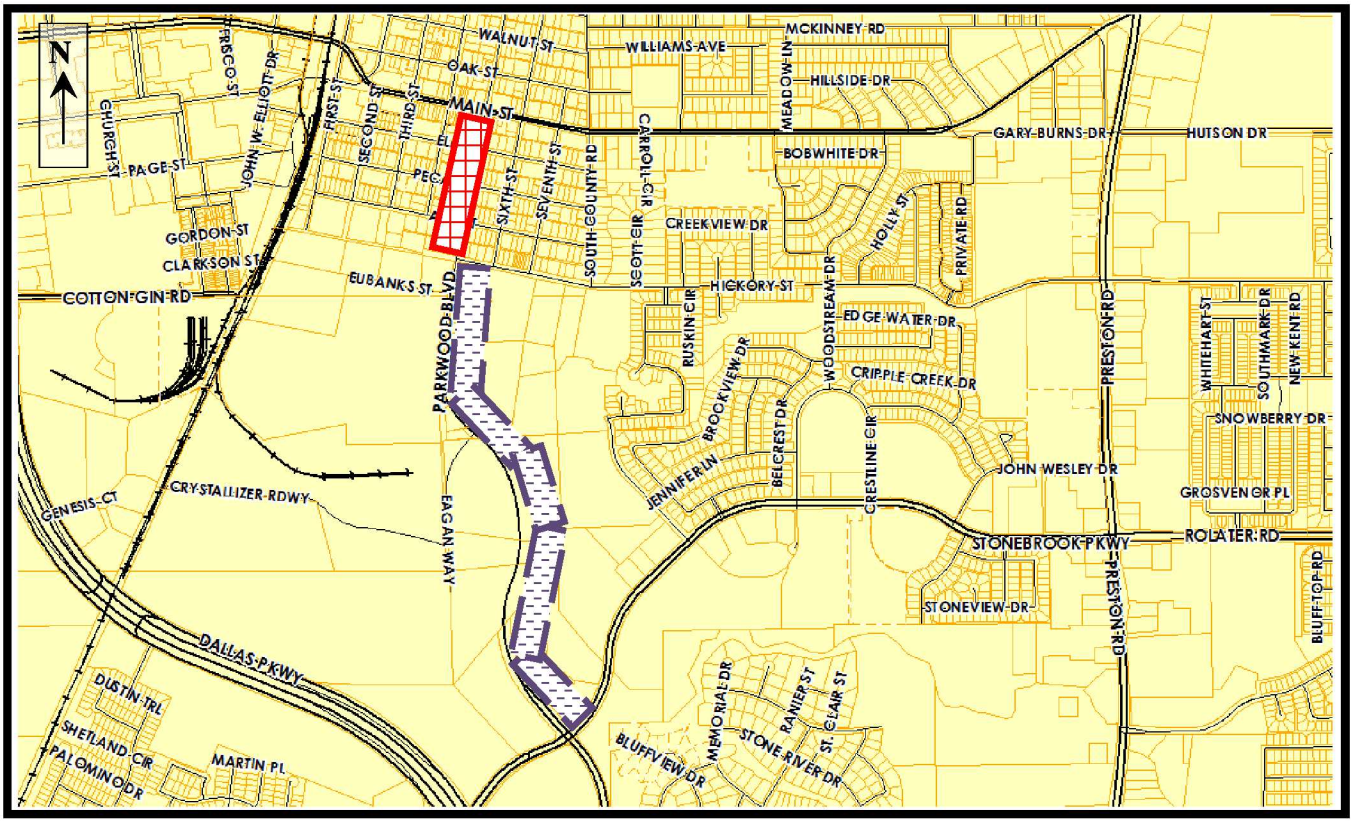
Supporting Documents: Supporting documents include the following items:

- Project Location Map
- Resolution
- Standard Construction Contract
- Letter of recommendation to award
- Bid Tabulation

Staff Recommendation: Staff recommends approval of the bid award for the base bid plus the alternate bid to Jim Bowman Construction Company, L.P., in the amount of $1,548,506.80 and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for the 5th Street Reconstruction and Parkwood Sidewalk Improvements Project (Bid No. 1303-034) and construction phase contingencies. Staff will be available during the meeting to address questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

5th Street Reconstruction
and
Parkwood Sidewalk Improvements
April 2, 2013



5th Street Project Location

Sidewalk Project Location

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD CONSTRUCTION CONTRACT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND JIM BOWMAN CONSTRUCTION COMPANY, L.P., FOR THE 5TH STREET RECONSTRUCTION AND PARKWOOD SIDEWALK IMPROVEMENTS PROJECT; AUTHORIZING CONSTRUCTION PHASE CONTINGENCIES FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, the Standard Construction Contract by and between the City of Frisco, Texas and Jim Bowman Construction Company, L.P., for the 5th Street Reconstruction and Parkwood Sidewalk Improvements Project, a copy of which is attached hereto and incorporated herein for all purposes.

SECTION 2: In addition to the authority of the City Manager of the City of Frisco, Texas to execute the Standard Construction Contract for the 5th Street Reconstruction and Parkwood Sidewalk Improvements Project, the City Council hereby authorizes the City Manager of the City of Frisco, Texas to utilize construction phase contingencies towards the construction of the project for an amount not to exceed One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00).

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

RESOLVED THIS THE ____ DAY OF _____, 2013.

_____
MAYER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

STANDARD CONSTRUCTION CONTRACT

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

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

Article I. Work

The CONTRACTOR shall perform all of the Work as specified in the Contract Documents. The Work is generally described as follows: 5th Street Reconstruction and Parkwood Sidewalk Improvements

Plans and specifications prepared by: Garver

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

Article II. Contract Documents

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

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of Work listed and referred to in the Contract Documents within **295** calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

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

Article V. Debts

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

Article VI. Miscellaneous Provisions

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

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

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

Address for giving notices:

City Manager's Office
5th Floor
6101 Frisco Square Blvd.
Frisco, TX 75034

Engineering Services Department
3rd Floor
6101 Frisco Square Blvd.
Frisco, TX 75034

Address for giving notices:

_____
_____
_____
_____

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

March 20, 2013

Art Hartle, P.E.
Senior Civil Engineer
City of Frisco, Engineering Services
6101 Frisco Square Blvd., 3rd Floor
Frisco, TX 75034

Re: 5th Street Reconstruction and Parkwood Sidewalk Improvements
CIP No. 10-0023, Bid No. 1303-034, Accounting Project No. 11101
Garver Project No. 12083010
Recommendation of Award

Dear Art,

Bids were received for the 5th Street Reconstruction and Parkwood Sidewalk Improvements project at the City of Frisco at 2:00 pm on March 14, 2013. The following three bids were received:

	Jim Bowman Construction	***CPS Civil***	***XIT Paving & Construction***
Total Project Amount Bid (Base Bid A + Base Bid B + Base C + Contingency)	**$ 1,500,751.80**	**$ 1,574,522.00**	**$ 1,980,125.00**
Total Project Amount Bid + Alternate Bid B1	**$ 1,548,506.80**	**$ 1,630,502.00**	**$ 2,021,043.60**

A tabulation of the bids received and our Engineer's Opinion of Probable Cost is enclosed with this letter. Jim Bowman Construction submitted the low bid for both bid amounts. We recommend award of the Total Project Amount Bid + Alternate Bid B1 in the amount of $1,548,506.80 to Jim Bowman Construction as the best value for the City.

Please call me if you have any questions.

Sincerely,

Frank McIllwain, PE
Vice President

Attachments: Bid Tabulation

X:\2012\12083010 - Frisco 5th St and Parkwood Trail Imp\Correspondence\Outgoing\5th Street and Parkwood Recommendation of Award.doc

CITY OF FRISCO
5TH STREET RECONSTRUCTION AND PARKWOOD SIDEWALK IMPROVEMENTS
BID TABULATION
BID OPENING: 03/14/2013; 2:00 PM
BID NO. 1303-034 CIP NO. 10-0023

Tab No.	UPS ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	JIM BOWMAN CONSTRUCTION UNIT PRICE	JIM BOWMAN CONSTRUCTION AMOUNT	CPS CIVIL UNIT PRICE	CPS CIVIL AMOUNT	XIT PAVING & CONSTRUCTION UNIT PRICE	XIT PAVING & CONSTRUCTION AMOUNT
Base Bid A - Street Improvements												
1	015813	Project Sign	EA	2	$1,000.00	$2,000.00	$400.00	$800.00	$500.00	$1,000.00	$440.00	$880.00
2	017113	Mobilization	L.S.	1	$50,000.00	$50,000.00	$49,300.00	$49,300.00	$80,000.00	$80,000.00	$67,980.00	$67,980.00
3	024100	General Site Preparation	L.S.	1	$100,000.00	$100,000.00	$35,650.00	$35,650.00	$70,000.00	$70,000.00	$167,742.49	$167,742.49
4	024100	Pavement Removal	S.Y.	7124	$15.00	$106,860.00	$6.75	$48,087.00	$7.00	$49,868.00	$11.17	$79,575.08
5	024100	Sidewalk Removal	S.Y.	536	$4.00	$2,144.00	$7.00	$3,752.00	$7.00	$3,752.00	$6.38	$3,419.68
6	312316	Excavation (Roadway - Plan Quantity)	C.Y.	70	$50.00	$3,500.00	$15.00	$1,050.00	$30.00	$2,100.00	$14.67	$1,026.90
7	312413	Embankment (Plan Quantity)	C.Y.	146	$50.00	$7,300.00	$10.00	$1,460.00	$30.00	$4,380.00	$6.21	$906.66
8	312500	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control	L.S.	1	$10,000.00	$10,000.00	$4,000.00	$4,000.00	$9,048.00	$9,048.00	$11,500.00	$11,500.00
9	321113	6" Lime Stabilized Subgrade	S.Y.	6066	$5.00	$30,330.00	$4.50	$27,297.00	$3.00	$18,198.00	$6.08	$36,881.28
10	321113	Lime	TON	110	$160.00	$17,600.00	$155.00	$17,050.00	$150.00	$16,500.00	$158.70	$17,457.00
11	321116	6" Flexible Base Course	S.Y.	464	$8.00	$3,712.00	$11.25	$5,220.00	$10.00	$4,640.00	$10.36	$4,807.04
12	321216	Hot Mix Asphalt Pavement, Type D	TON	60	$95.00	$5,700.00	$180.00	$10,800.00	$200.00	$12,000.00	$150.00	$9,000.00
13	321313	7" Portland Cement Concrete Pavement	S.Y.	5434	$50.00	$271,700.00	$45.00	$244,530.00	$35.00	$190,190.00	$36.04	$195,841.36
14	321313	9" Portland Cement Concrete Pavement (HES; 3,500 psi at 3 days)	S.Y.	202	$70.00	$14,140.00	$60.00	$12,120.00	$70.00	$14,140.00	$71.61	$14,465.22
15	321400	Concrete Pavers	S.F.	4572	$3.00	$13,716.00	$8.90	$40,690.80	$5.00	$22,860.00	$9.14	$41,788.08
16	321645	Commercial Driveway Approach	S.Y.	378	$150.00	$56,700.00	$42.00	$15,876.00	$40.00	$15,120.00	$46.30	$17,501.40
17	321645	Residential Driveway Approach	S.Y.	96	$100.00	$9,600.00	$42.00	$4,032.00	$35.00	$3,360.00	$46.44	$4,458.24
18	321650	4" Reinforced Concrete Sidewalk	S.Y.	611	$30.00	$18,330.00	$39.00	$23,829.00	$37.00	$22,607.00	$33.68	$20,578.48
19	321655	Barrier Free Ramp	EA	40	$1,500.00	$60,000.00	$425.00	$17,000.00	$1,200.00	$48,000.00	$855.45	$34,218.00
20	321723	Pavement Markers and Markings	L.S.	1	$10,000.00	$10,000.00	$10,840.00	$10,840.00	$3,000.00	$3,000.00	$16,100.00	$16,100.00
21	344150	Remove Existing Sign and Post	EA	3	$85.00	$255.00	$50.00	$150.00	$160.00	$480.00	$197.36	$592.08

Tab No.	UPS ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	JIM BOWMAN CONSTRUCTION UNIT PRICE	JIM BOWMAN CONSTRUCTION AMOUNT	CPS CIVIL UNIT PRICE	CPS CIVIL AMOUNT	XIT PAVING & CONSTRUCTION UNIT PRICE	XIT PAVING & CONSTRUCTION AMOUNT
22	344150	Furnish and Install New Sign and Sign Post Assembly	EA	2	$750.00	$1,500.00	$460.00	$920.00	$300.00	$600.00	$478.50	$957.00
23	344150	Remove and Relocate Existing Signage on New Sign Post Assembly	EA	4	$450.00	$1,800.00	$350.00	$1,400.00	$350.00	$1,400.00	$404.78	$1,619.12
24	344150	Remove and Relocate Existing Signage on New Double Sign Post Assembly	EA	1	$450.00	$450.00	$520.00	$520.00	$400.00	$400.00	$569.78	$569.78
25	347113	Barricades, Signs, and Traffic Handling	L.S.	1	$30,000.00	$30,000.00	$15,000.00	$15,000.00	$11,500.00	$11,500.00	$52,874.30	$52,874.30
		Subtotal (Base Bid A - Street Improvements)				$827,337.00		$591,373.80		$605,143.00		$802,739.19
Base Bid A - Illumination												
26	033101	Drilled Shaft Foundation	FT.	112	$150.00	$16,800.00	$100.00	$11,200.00	$130.00	$14,560.00	$109.25	$12,236.00
27	260500	Elec Condr (No. 8) Insulated	L.F.	9250	$1.50	$13,875.00	$0.92	$8,510.00	$2.00	$18,500.00	$1.01	$9,342.50
28	260501	Elec Ser Ty A 240/120	EA	1	$12,000.00	$12,000.00	$6,650.00	$6,650.00	$10,000.00	$10,000.00	$7,273.75	$7,273.75
29	265619	Luminaire Pole	EA	14	$1,000.00	$14,000.00	$4,120.00	$57,680.00	$3,000.00	$42,000.00	$4,513.75	$63,192.50
30	265620	Luminaire Fixture	EA	14	$1,000.00	$14,000.00	$90.00	$1,260.00	$1,700.00	$23,800.00	$920.00	$12,880.00
31	270500	Conduit (PVC) (SCHD 80) (2") Non-Encased	L.F.	2250	$14.00	$31,500.00	$4.20	$9,450.00	$8.00	$18,000.00	$4.60	$10,350.00
32	270500	Conduit (PVC) (SCHD 40) (2") Concrete-Encased	L.F.	300	$40.00	$12,000.00	$6.30	$1,890.00	$20.00	$6,000.00	$6.90	$2,070.00
33	344135	Ground Box Ty A (122311) W/Apron	EA	15	$600.00	$9,000.00	$500.00	$7,500.00	$400.00	$6,000.00	$546.25	$8,193.75
		Subtotal (Base Bid A - Illumination)				$123,175.00		$104,140.00		$138,860.00		$125,538.50
Base Bid A - Landscape and Irrigation												
34	328000	Design and Install Irrigation System	L.S.	1	$20,000.00	$20,000.00	$14,500.00	$14,500.00	$35,000.00	$35,000.00	$35,650.00	$35,650.00
35	329223	Turfgrass Planting - Sod	S.Y.	1520	$3.50	$5,320.00	$3.70	$5,624.00	$4.00	$6,080.00	$4.16	$6,323.20
36	329300	Landscaping	L.S.	1	$15,000.00	$15,000.00	$4,900.00	$4,900.00	$32,000.00	$32,000.00	$5,980.00	$5,980.00
37	329300	Tree Planting	EA	19	$1,000.00	$19,000.00	$525.00	$9,975.00	$400.00	$7,600.00	$609.50	$11,580.50
38	329600	Removal, Protection, and Replacement of Trees, Shrubbery, Plants, Sod, and Other Vegetation	L.S.	1	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$3,000.00	$3,000.00	$15,000.00	$15,000.00
		Subtotal (Base Bid A - Landscape and Irrigation)				$64,320.00		$40,999.00		$83,680.00		$74,533.70

Tab No.	UPS ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	JIM BOWMAN CONSTRUCTION UNIT PRICE	JIM BOWMAN CONSTRUCTION AMOUNT	CPS CIVIL UNIT PRICE	CPS CIVIL AMOUNT	XIT PAVING & CONSTRUCTION UNIT PRICE	XIT PAVING & CONSTRUCTION AMOUNT
Base Bid A - Water Improvements												
39	330510	Trench Excavation and Safety Systems for Depth > 5 feet (Water)	L.F.	205	$50.00	$10,250.00	$5.00	$1,025.00	$4.00	$820.00	$5.00	$1,025.00
40	330523	16" Steel Encasement By Open Cut	L.F.	40	$120.00	$4,800.00	$88.50	$3,540.00	$70.00	$2,800.00	$127.98	$5,119.20
41	331113	Ductile Iron Fitting for Water Lines	LB	1000	$10.00	$10,000.00	$8.75	$8,750.00	$2.00	$2,000.00	$6.47	$6,470.00
42	331114	8" Water Line	L.F.	320	$50.00	$16,000.00	$78.50	$25,120.00	$70.00	$22,400.00	$150.98	$48,313.60
43	331217	8" Gate Valves	EA	13	$1,500.00	$19,500.00	$2,100.00	$27,300.00	$1,200.00	$15,600.00	$2,191.38	$28,487.94
44	331217	Adjust Existing Valve Box to Finished Grade	EA	5	$200.00	$1,000.00	$100.00	$500.00	$200.00	$1,000.00	$178.84	$894.20
45	331219	Fire Hydrant Assembly	EA	3	$1,000.00	$3,000.00	$4,650.00	$13,950.00	$5,000.00	$15,000.00	$4,367.46	$13,102.38
				Subtotal (Base Bid A - Water Improvements)		$64,550.00		$80,185.00		$59,620.00		$103,412.32
e Bid A - Sanitary Sewer Improvements												
46	330510	Trench Excavation and Safety Systems for Depth > 5 feet (Sanitary Sewer)	L.F.	190	$50.00	$9,500.00	$5.00	$950.00	$5.00	$950.00	$5.00	$950.00
47	333109	Sewer Service Line	L.F.	200	$25.00	$5,000.00	$34.00	$6,800.00	$15.00	$3,000.00	$77.41	$15,482.00
48	333109	Connect to Existing Sewer Service Line	EA	10	$200.00	$2,000.00	$285.00	$2,850.00	$400.00	$4,000.00	$1,500.00	$15,000.00
49	333110	8" Gravity Sewer Pipe	L.F.	820	$60.00	$49,200.00	$47.50	$38,950.00	$35.00	$28,700.00	$78.79	$64,607.80
50	333110	Connect to Existing Gravity Sewer	EA	2	$500.00	$1,000.00	$600.00	$1,200.00	$500.00	$1,000.00	$3,079.57	$6,159.14
51	333914	Adjust Manhole Rim to Finished Grade	EA	2	$500.00	$1,000.00	$350.00	$700.00	$500.00	$1,000.00	$211.34	$422.68
52	333914	4' I.D. Manhole	EA	7	$4,500.00	$31,500.00	$3,600.00	$25,200.00	$3,000.00	$21,000.00	$4,604.57	$32,231.99
				Subtotal (Base Bid A - Sanitary Sewer Improvements)		$99,200.00		$76,650.00		$59,650.00		$134,853.61
Base Bid A - Drainage (Stormwater) Improvements												
53	330510	Trench Excavation and Safety Systems for Depth > 5 feet (Drainage)	L.F.	850	$50.00	$42,500.00	$2.50	$2,125.00	$3.00	$2,550.00	$5.00	$4,250.00
54	331114	4" PVC C900	L.F.	45	$50.00	$2,250.00	$30.00	$1,350.00	$40.00	$1,800.00	$42.40	$1,908.00
55	331114	8" PVC C900	L.F.	45	$60.00	$2,700.00	$38.00	$1,710.00	$50.00	$2,250.00	$49.30	$2,218.50
56	334113	18" Reinforced Concrete Pipe	L.F.	202	$45.00	$9,090.00	$53.00	$10,706.00	$75.00	$15,150.00	$104.84	$21,177.68
57	334113	24" Reinforced Concrete Pipe	L.F.	58	$55.00	$3,190.00	$64.00	$3,712.00	$85.00	$4,930.00	$130.15	$7,548.70

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58	334113	30" Reinforced Concrete Pipe	L.F.	180	$65.00	$11,700.00	$76.00	$13,680.00	$90.00	$16,200.00	$138.29	$24,892.20
59	334113	36" Reinforced Concrete Pipe	L.F.	129	$85.00	$10,965.00	$100.00	$12,900.00	$110.00	$14,190.00	$162.97	$21,023.13
60	334113	42" Reinforced Concrete Pipe	L.F.	216	$110.00	$23,760.00	$128.50	$27,756.00	$120.00	$25,920.00	$192.78	$41,640.48
61	334113	18" x 18" WYE Connection	EA	2	$1,200.00	$2,400.00	$400.00	$800.00	$500.00	$1,000.00	$750.00	$1,500.00
62	334113	24" x 18" WYE Connection	EA	2	$1,300.00	$2,600.00	$450.00	$900.00	$495.00	$990.00	$1,000.00	$2,000.00
63	334913	6' I.D. Concrete Manhole	EA	3	$4,500.00	$13,500.00	$4,550.00	$13,650.00	$6,000.00	$18,000.00	$5,434.39	$16,303.17
64	334920	20' Standard Curb Inlet	EA	4	$4,500.00	$18,000.00	$6,200.00	$24,800.00	$5,000.00	$20,000.00	$5,805.78	$23,223.12
		Subtotal (Base Bid A - Drainage (Stormwater) Improvements				$142,655.00		$114,089.00		$122,980.00		$167,684.98
e Bid B - Parkwood Sidewalk Improvements												
65	017113	Mobilization	L.S.	1	$10,000.00	$10,000.00	$6,600.00	$6,600.00	$17,500.00	$17,500.00	$15,000.00	$15,000.00
66	024100	General Site Preparation	L.S.	1	$15,000.00	$15,000.00	$7,650.00	$7,650.00	$25,000.00	$25,000.00	$34,792.75	$34,792.75
67	024100	Pavement Removal	S.Y.	395	$100.00	$39,500.00	$8.50	$3,357.50	$10.00	$3,950.00	$9.14	$3,610.30
68	033106	Concrete Retaining Wall	C.Y.	74	$600.00	$44,400.00	$485.00	$35,890.00	$400.00	$29,600.00	$614.07	$45,441.18
69	312316	Excavation (Roadway - Plan Quantity)	C.Y.	884	$20.00	$17,680.00	$24.00	$21,216.00	$20.00	$17,680.00	$11.87	$10,493.08
70	312413	Embankment (Plan Quantity)	C.Y.	177	$30.00	$5,310.00	$5.00	$885.00	$20.00	$3,540.00	$7.91	$1,400.07
71	312500	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control	L.S.	1	$10,000.00	$10,000.00	$6,700.00	$6,700.00	$3,500.00	$3,500.00	$7,500.00	$7,500.00
72	321645	Commercial Driveway Approach	S.Y.	347	$150.00	$52,050.00	$47.00	$16,309.00	$40.00	$13,880.00	$47.99	$16,652.53
73	321645	Residential Driveway Approach	S.Y.	94	$100.00	$9,400.00	$47.00	$4,418.00	$36.00	$3,384.00	$46.21	$4,343.74
74	321650	4" Reinforced Concrete Sidewalk	S.Y.	2587	$30.00	$77,610.00	$32.00	$82,784.00	$30.00	$77,610.00	$32.17	$83,223.79
75	321650	8" Reinforced Concrete Sidewalk	S.Y.	632	$100.00	$63,200.00	$52.00	$32,864.00	$40.00	$25,280.00	$43.96	$27,782.72
76	321655	Barrier Free Ramp	EA	14	$1,500.00	$21,000.00	$450.00	$6,300.00	$1,200.00	$16,800.00	$891.16	$12,476.24
77	329223	Turfgrass Planting - Sod	S.Y.	3585	$3.50	$12,547.50	$3.50	$12,547.50	$4.00	$14,340.00	$4.16	$14,913.60
78	329600	Removal, Protection, and Replacement of Trees, Shrubbery, Plants, Sod, and Other Vegetation	L.S.	1	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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79	331217	Adjust Existing Valve Box to Finished Grade	EA	3	$200.00	$600.00	$75.00	$225.00	$100.00	$300.00	$179.83	$539.49
80	333914	Adjust Manhole Rim to Finished Grade	EA	2	$500.00	$1,000.00	$150.00	$300.00	$250.00	$500.00	$214.67	$429.34
81	344150	Remove and Relocate Existing Signage on New Sign Post Assembly	EA	9	$450.00	$4,050.00	$350.00	$3,150.00	$300.00	$2,700.00	$442.28	$3,980.52
82	347113	Barricades, Signs, and Traffic Handling	L.S.	1	$5,000.00	$5,000.00	$4,400.00	$4,400.00	$5,000.00	$5,000.00	$7,245.00	$7,245.00
83	Tx-450	Steel Pedestrian Rail, Type E	L.F.	492	$50.00	$24,600.00	$110.00	$54,120.00	$100.00	$49,200.00	$167.37	$82,346.04
84	Tx-550	Chain Link Fence (Remove)	L.F.	284	$8.00	$2,272.00	$5.00	$1,420.00	$5.00	$1,420.00	$2.43	$690.12
85	Tx-550	5' Chain Link Fence (Install)	L.F.	264	$16.00	$4,224.00	$15.25	$4,026.00	$20.00	$5,280.00	$10.80	$2,851.20
86	Tx-550	4' Pedestrian Chain Link Gate (Install)	EA	1	$500.00	$500.00	$200.00	$200.00	$1,000.00	$1,000.00	$184.00	$184.00
87	Tx-550	16' Double Swing Chain Link Gate (Install)	EA	1	$1,000.00	$1,000.00	$1,600.00	$1,600.00	$3,000.00	$3,000.00	$776.25	$776.25
88	Tx-552	Barbed Wire Fence (Remove)	L.F.	415	$6.00	$2,490.00	$4.00	$1,660.00	$5.00	$2,075.00	$1.67	$693.05
89	Tx-552	Barbed Wire Fence Supported on Metal Posts (Install)	L.F.	415	$10.00	$4,150.00	$5.80	$2,407.00	$6.00	$2,490.00	$5.00	$2,075.00
		Subtotal (Base Bid B - Parkwood Sidewalk Improvements)				$432,583.50		$319,029.00		$329,529.00		$384,440.01
e Bid C - Walnut Street Sanitary Sewer Improvements												
90	330510	Trench Excavation and Safety Systems for Depth > 5 feet (Sanitary Sewer)	L.F.	234	$50.00	$11,700.00	$4.00	$936.00	$5.00	$1,170.00	$5.00	$1,170.00
91	024100	Pavement Removal	S.Y.	42	$20.00	$840.00	$15.00	$630.00	$15.00	$630.00	$12.19	$511.98
92	024100	Sidewalk Removal	S.Y.	6	$8.00	$48.00	$15.00	$90.00	$15.00	$90.00	$23.83	$142.98
93	321113	6" Lime Stabilized Subgrade	S.Y.	46	$6.00	$276.00	$20.00	$920.00	$60.00	$2,760.00	$24.77	$1,139.42
94	321113	Lime	TON	1	$160.00	$160.00	$350.00	$350.00	$150.00	$150.00	$550.00	$550.00
95	321313	7" Portland Cement Concrete Pavement	S.Y.	42	$55.00	$2,310.00	$65.00	$2,730.00	$80.00	$3,360.00	$75.07	$3,152.94
96	321650	4" Reinforced Concrete Sidewalk	S.Y.	6	$37.00	$222.00	$50.00	$300.00	$65.00	$390.00	$45.16	$270.96
97	321655	Barrier Free Ramp	EA	1	$1,500.00	$1,500.00	$800.00	$800.00	$1,300.00	$1,300.00	$895.89	$895.89
98	333110	8" Gravity Sewer Pipe	L.F.	220	$30.00	$6,600.00	$50.00	$11,000.00	$40.00	$8,800.00	$76.70	$16,874.00
99	333110	4" Gravity Sewer Pipe	L.F.	14	$30.00	$420.00	$45.00	$630.00	$40.00	$560.00	$96.09	$1,345.26
100	333110	Wastewater Lateral Connections	EA	3	$500.00	$1,500.00	$400.00	$1,200.00	$600.00	$1,800.00	$1,500.00	$4,500.00

Tab No.	UPS ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	JIM BOWMAN CONSTRUCTION UNIT PRICE	JIM BOWMAN CONSTRUCTION AMOUNT	CPS CIVIL UNIT PRICE	CPS CIVIL AMOUNT	XIT PAVING & CONSTRUCTION UNIT PRICE	XIT PAVING & CONSTRUCTION AMOUNT
101	333914	4' I.D. Manhole	EA	1	$5,000.00	$5,000.00	$2,900.00	$2,900.00	$3,000.00	$3,000.00	$4,989.23	$4,989.23
102	Frisco Detail S10	Cleanouts	EA	3	$500.00	$1,500.00	$600.00	$1,800.00	$350.00	$1,050.00	$460.01	$1,380.03
		Subtotal (Base Bid C - Walnut Street Sanitary Sewer Improvements)				$32,076.00		$24,286.00		$25,060.00		$36,922.69
Base Bid A, B, and C - Contingency												
103	SC-11	Contingency	L.S.	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
		Subtotal (Base Bid A, B, and C Contingency)				$150,000.00		$150,000.00		$150,000.00		$150,000.00
Alternate Bid B1												
104	321116	6" Flexible Base Course	S.Y.	3290	$8.00	$26,320.00	$9.50	$31,255.00	$12.00	$39,480.00	$10.04	$33,031.60
105	312316	Excavation (Roadway - Plan Quantity)	C.Y.	550	$20.00	$11,000.00	$30.00	$16,500.00	$30.00	$16,500.00	$14.34	$7,887.00
		Subtotal (Alternate Bid B1)				$37,320.00		$47,755.00		$55,980.00		$40,918.60
		TOTAL PROJECT AMOUNT BID (BASE BID A + BASE BID B + BASE BID C + CONTINGENCY)				$1,935,896.50		$1,500,751.80		$1,574,522.00		$1,980,125.00
		TOTAL PROJECT AMOUNT BID + ALTERNATE BID B1				$1,973,216.50		$1,548,506.80		$1,630,502.00		$2,021,043.60

CORRECTED PRICES

AGENDA ITEM #14.

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

From: **Matt Phillips, P.E., Senior Civil Engineer**

Date: **April 2, 2013**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement between the City of Frisco and Kimley-Horn and Associates, Inc. to perform Design, Bid Package Preparation, and Construction Administration Services for County Road 26 (Rockhill Parkway to US 380).**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Kimley-Horn and Associates, Inc. in the amount of $387,100 to perform Design, Bid Package Preparation, and Construction Administration Services for County Road 26 (Rockhill Parkway to US 380).

Background Information: The Professional Services Agreement specifies that Kimley-Horn and Associates, Inc. will provide Design, Bid Package Preparation, and Construction Administration Services for County Road 26 from Rockhill Parkway to US 380.

The design will be for a 6-lane Major Thoroughfare Type "A" within a 120-foot typical right-of-way width and will be approximately 3,000 feet in length. The design will include paving and drainage; pavement markings and signing; traffic control; a new signal at US 380; a 12 inch water line and up to a 12 inch sanitary sewer; street lighting; median landscape and irrigation; erosion control; and franchise utility coordination.

The roadway alignment incorporates proposed adjacent development activities in an effort to provide the appropriate infrastructure that will support the development and traffic flow in the area.

The project scope consists of two categories, Basic Services and Special Services, as follows:

I. Basic Services
   a. Survey
   b. Conceptual Design
   c. Preliminary Design
   d. Final Design
II. Special Services
   a. Subsurface Utility Engineering
   b. ROW and Easement Instruments of Conveyance
   c. Geotechnical Services
   d. Franchise Utility Coordination
   e. Bid Phase Services
   f. Construction Administration Services
   g. Completion of Record Documents

The total cost of the Agreement is $387,100, which includes:

I.	Basic Services (Lump Sum Not to Exceed)	$302,500
II.	Special Services (Hourly Not to Exceed)	$84,600

The schedule includes the following expected completion dates:

- Conceptual Design 05/31/2013
- Preliminary Design 06/30/2013
- Final Design 07/31/2013
- Construction Phase 08/31/2014

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution
- Deny approval of the Resolution

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

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

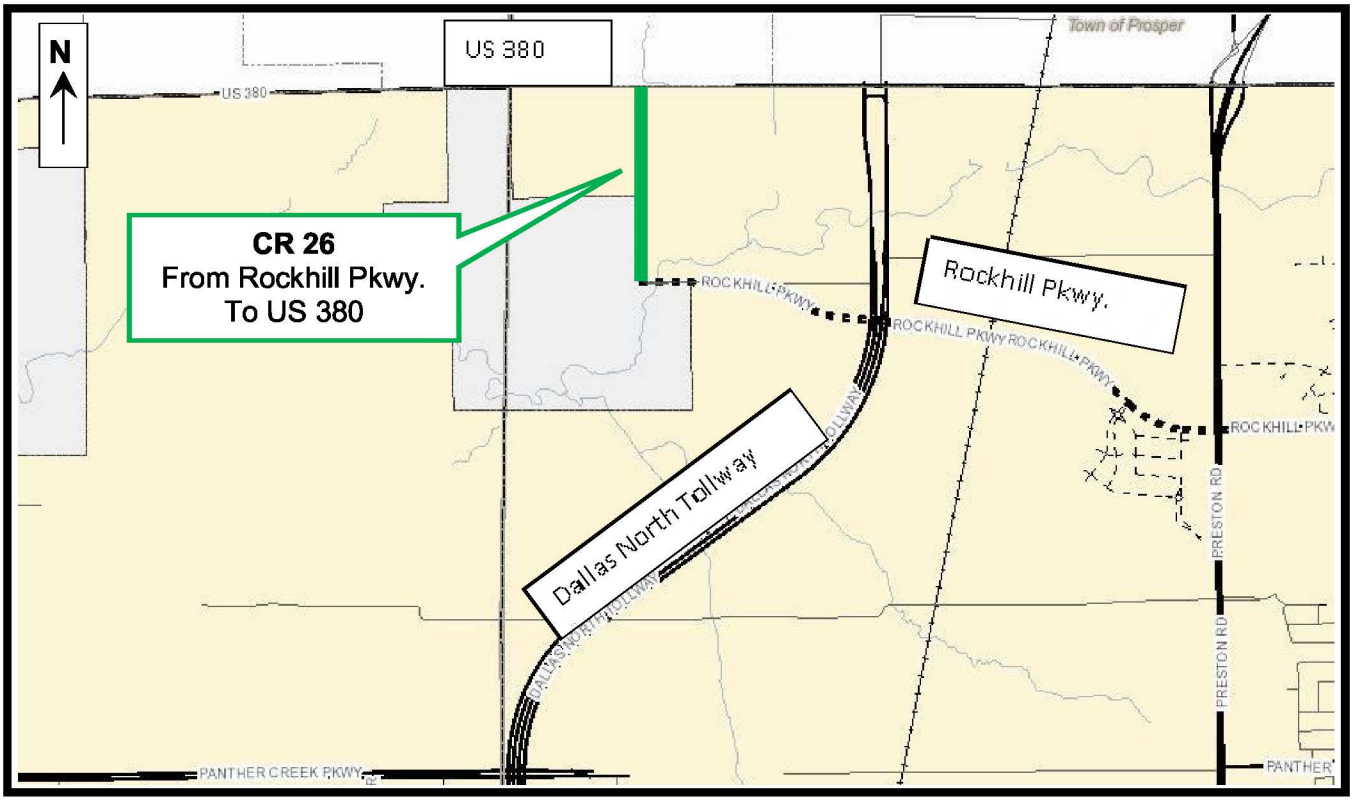
Supporting Documents: Supporting documents include the following items:

- Project Location Map
- Resolution
- Professional Services Agreement

Staff Recommendation: Staff recommends approval.

FRISCO
PROGRESS IN MOTION

Professional Services Agreement
Kimley-Horn and Associates, Inc.
County Road 26 (Rockhill Parkway to US 380)
April 2, 2013



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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRISCO AND KIMLEY-HORN AND ASSOCIATES, INC. TO PERFORM DESIGN, BID PACKAGE PREPARATION, AND CONSTRUCTION ADMINISTRATION SERVICES FOR COUNTY ROAD 26 (ROCKHILL PARKWAY TO US 380); PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Professional Services Agreement between the City of Frisco and Kimley-Horn and Associates, Inc. to perform Design, Bid Package Preparation, and Construction Administration Services for County Road 26 (Rockhill Parkway to US 380), 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_____, 2013.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

KIMLEY-HORN AND ASSOCIATES, INC. (CONSULTANT)

FOR

PROFESSIONAL SERVICES

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

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

and the Consultant: **Kimley-Horn and Associates, Inc.**
2201 West Royal Lane
Irving, Texas 75063
Telephone: (214) 420-5600
Facsimile: (214) 420-5680

for the following Project: **CR 26 (Rockhill Parkway to US 380)**

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 **KIMLEY-HORN AND ASSOCIATES, INC.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to design and prepare construction documents for **CR 26 (Rockhill Parkway to US 380)**, hereinafter referred to as "Project;" and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

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

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

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

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

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 Project Budget Summary attached hereto as Exhibit "B" and incorporated herein by reference for all purposes.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

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

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

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

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a **Lump Sum or Reimbursable basis**, for an amount not to exceed **Three-hundred and eighty-seven thousand and one-hundred dollars ($387,100.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Project Budget Summary as set forth in Exhibit "B."

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Drafting and Design ("CADD").

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause

exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

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

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

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

the Consultant issues the construction documents for the Project.

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

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

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

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

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and

subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in Exhibit "B," and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract 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*
--	Senior Professional I	$180.00 - $220.00
--	Senior Professional II	$155.00 - $200.00
--	Professional	$125.00 - $155.00
--	Analyst	$125.00 - $130.00
--	Designer	$85.00 - $150.00
--	Technical Support	$60.00 - $135.00
--	Clerical / Administrative Support	$60.00 - $100.00

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

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

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

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

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

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

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective

date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City's own risk.

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

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

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

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require

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

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

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

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

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

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

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

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports,

photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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

ARTICLE 9
DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSBILE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS,

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

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A

WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

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

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

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

L. Nathan Ante, P.E.
Associate
Kimley-Horn and Associates, Inc.
2201 West Royal Lane
Irving, Texas 75063-3206

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

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

ARTICLE 12
MISCELLANEOUS

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

12.1.1 Exhibit "A," Scope of Services

12.1.2 Exhibit "B," Compensation and Billing Summary

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

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

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

12.1.7 Exhibit "F," Affidavit

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

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

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

12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if

such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

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

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

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

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

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

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

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

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

12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or

principle that the language herein is to be construed against any party shall not apply.

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

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

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

Effective Date: _____

CITY
City of Frisco, Texas

By: _____
George Purefoy
Title: City Manager

CONSULTANT
Kimley-Horn and Associates, Inc.

By: _____
G. Brad Tribble, P.E.
Title: Senior Vice President

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

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

STATE OF TEXAS:

COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **G. BRAD TRIBBLE** 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 12th DAY OF March, 2013

JAYELI NICOLE TUCKER
Notary Public, State of Texas
My Commission Expires
November 04, 2014

Jayeli Tucker
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: November 4, 2014

EXHIBIT "A"
SCOPE OF SERVICES
CR 26 (ROCKHILL PARKWAY TO US 380)

I. PROJECT DESCRIPTION

The project includes the design of approximately 3,000-LF of County Road 26 (CR 26) from Rockhill Parkway to US 380. The project will include concrete roadway (6-lane divided), drainage, pavement markings and signing, traffic control, traffic signal at US 380, 12" water line and up to a 12" sanitary sewer along CR 26, street lighting, median landscaping and irrigation, and erosion control plans. The project will also include survey services, preparation of ROW and Easement Instruments of Conveyance, geotechnical services, franchise utility coordination, bidding phase services, construction phase services, and the preparation of record drawings.

II. TASK SUMMARY, BASIC SERVICES

A. Survey

a. Data Collection and Property Research
   i. Gather existing plat information
   ii. Collect property owner and record information
   iii. Gather existing right-of-way and easement information. KHA will retain a title company to research each property for existing easements. KHA will rely on the information provided by the title company to identify easements. Undocumented easements may not be identified.
   iv. Coordinate with DIG TESS to locate and mark existing franchise and public utilities prior to performing the field survey
   v. Arrange and make provisions for access to perform the services specified within this scope.

b. Perform topographic survey
   i. Limits will include approximately 3,000-LF of existing CR 26 and US 380 200-ft east and west of the existing CR 26 tie-in. The limits of the survey will include the ultimate ROW width plus 30-ft on either side.
   ii. Perform field survey ground control
   iii. Locate pertinent objects and above-ground features, typically including
      - Roadway pavement
      - Drainage structures (i.e. culverts, ditches, inlets, manholes, and outfalls)
      - Utilities (signs or markers showing the presence of underground utilities, valves, manholes, flowlines, meters, backflow preventers, vents, poles, and guy wires)
      - Large (6 inch diameter and up) and significant trees (identify species and caliper)
      - Fences (including material type) and gates
      - Sidewalks (identify material type)
      - Signs (roadway and private)
      - Right-of-Way monumentation

iv. Process survey data to create plan view of existing features

c. Permanent monumentation will be set at proposed ROW corners
d. Prepare a right-of-way strip map for construction plan set. The right-of-way strip map shall be contained on standard size plan sheet (22"x34") at a scale not smaller than 1" = 30'
e. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions

B. **Conceptual Design**

a. Project Management and Administration
   i. Up to two (2) meetings with City staff and adjacent developers
   ii. Project site visits
   iii. Coordinate with subconsultants
   iv. Prepare and email weekly progress reports
   v. Project correspondence and invoicing
b. Plan layout (up to three (3))
   i. Evaluate survey and create base files
   ii. Identify design constraints
   iii. Identify potential franchise utility conflicts
   iv. Evaluate concept plans and site plans prepared by adjacent developers
   v. Establish roadway centerline and determine locations of median openings, left-turn lanes, and right turn lanes
   vi. Determine limits of improvements at US 380 intersection
   vii. Evaluate drainage, develop overall DAM, and develop conceptual drainage plan for City review and concurrence
   viii. Determine location of water and sewer mains. City to provide sizes.
   ix. Define ROW and Easement requirements
   x. Prepare horizontal concept plan for City review and approval (roll plot, 1" =100' scale) with typical section showing location of proposed utilities.
   xi. Prepare preliminary opinion of probable construction cost

C. **Preliminary Design**

a. Project Management and Administration
   i. Up to three (3) meetings with City staff and adjacent developers
   ii. Project site visits
   iii. Develop project production plan
   iv. Coordinate with subconsultants
   v. Prepare and email weekly progress reports
   vi. Project correspondence and invoicing
b. Roadway

EXHIBIT "A"
SCOPE OF SERVICES
CR 26 (ROCKHILL PARKWAY TO US 380)

i. Prepare one (1) preliminary roadway alignment, including interim intersection improvements @ US 380.
   1. Prepare typical sections
   2. Prepare preliminary plan and profile (roll plot format, 1"=40' scale). Items to be included:
      a. Plan
         - Control data
         - Existing / proposed right-of-way
         - Existing topography
         - Existing pavement
         - Proposed centerline alignment and horizontal curve data
         - Proposed face of curb
         - Proposed medians and turn lanes
         - Proposed transition pavement tie-ins to existing pavement
         - Proposed storm sewer and culvert alignments and sizes
         - Existing trees to remain (if possible)
         - Existing trees to be removed
         - Existing driveway locations
         - Proposed commercial driveways
         - Existing storm drain locations
         - Existing water line locations
         - Existing sanitary sewer line locations
         - Existing franchise utility locations (relying upon information provided by franchise utilities)
      b. Profile
         - Existing Ground Profile and Proposed Vertical Alignment
         - Superelevation Data

c. Drainage
   i. Compile the hydrological and hydraulic data
   ii. Develop the project drainage area map
      1. Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows
      2. Subdivide the overall drainage areas into sub-areas and calculate the discharge at each inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to meet City design criteria.
   iii. Analyze drainage improvements required to accommodate the new roadway. Evaluate the need for any offsite drainage improvements and report to the City (the need for offsite improvements is not anticipated). The design of any offsite drainage improvements (if required) will be considered as Additional Services. Additional Services shall be performed only upon written authorization of the City after additional engineering fee has been agreed upon.
   iv. Identify the need for additional drainage easements to accommodate the proposed offsite drainage improvements (if required).

d. Utilities
   i. Establish the location of existing public utilities based upon information provided by the City and field survey information
   ii. Establish the location of existing franchise utilities based upon information gathered from survey and franchisees
   iii. Water
      1. Prepare horizontal layout of 12-inch water line
      2. Prepare cross sections at key locations for clarity
      3. Identify horizontal and vertical clearances and conflicts
      4. Identify easement requirements
      5. Provide preliminary design for proposed 12-inch diameter water line (roll plot format, 1"=40' scale)
   iv. Sanitary
      1. Prepare horizontal layout of up to 12-inch sanitary sewer line
      2. Prepare cross sections at key locations for clarity
      3. Identify horizontal and vertical clearances and conflicts
      4. Identify easement requirements
      5. Provide preliminary design for up to proposed 12-inch diameter sanitary line (roll plot format, 1"=40' scale)

e. Traffic
   i. Prepare pavement markings and signage preliminary layout
   ii. Traffic Signals
      1. Update intersection geometry at CR 26
      2. Prepare Warrant Study for traffic signal at US 380. City to submit to TxDOT for review and approval.
      3. Preliminary design of interim traffic signal installations US 380
         a. Locate pole locations, controller cabinet assemblies, and power sources
         b. Locate conduit, ground boxes, and identify cabling requirements
         c. Identify detection system equipment requirements
         d. Identify emergency pre-emption equipment requirements
         e. Identify pedestrian accommodations (crosswalks, ADA barrier free ramps, pedestrian signals, and push-buttons)
         f. Prepare preliminary intersection layouts and summary charts for each intersection
         g. Prepare list of applicable City and TxDOT design details and standard sheets for inclusion in the plans
         h. Prepare list of specifications
   iii. Traffic Control Plan: Develop initial construction sequence plan views showing narrative of the suggested sequence of construction including utility construction phasing

f. Illumination
   i. Locate median street light locations
   ii. Prepare photometrics for the City's use

g. Streetscape
   i. Locate proposed trees (median only)
   ii. Locate irrigation controller location
h. Compile and prepare a preliminary opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area
i. Preliminary design submittal
   i. Submit four (4) roll plots to the City for review and comment
   ii. Submittal shall include the following:
      1. Preliminary roadway alignment alternatives (plan and profile)
      2. TCP narrative
      3. Preliminary storm sewer design (plan only, no profile) and drainage area map
      4. Preliminary utilities design
      5. Preliminary traffic signal design plans and specifications list
      6. Preliminary streetscape design
      7. Preliminary opinion of probable construction cost

D. **Final Design**

a. Project Management and Administration
   i. Up to five (5) meetings with City staff and adjacent developers
   ii. Project site visits
   iii. Develop project production plan
   iv. Coordinate with subconsultants
   v. Prepare and email weekly progress reports
   vi. Project correspondence and invoicing
b. Roadway
   i. Incorporate the preliminary design submittal review comments
   ii. Prepare plan / profile sheets (22"x34" plan sheets at a scale of 1"=20' horizontal, and 1"=4' vertical).
      1. Include the following items in addition to those included in the preliminary design submittal:
         a. Proposed easement locations (if any)
         b. Proposed sidewalk locations
         c. Barrier free ramps
   iii. Analyze all driveways within the project and develop driveway profiles as needed. Typically driveways will be defined vertically by spot elevations.
   iv. Develop design cross-sections
      1. Develop on 50' station intervals and at driveway centerlines
      2. Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, sidewalks, and retaining walls (if applicable)
      3. Cross-sections will be provided in the bid documents
   v. Prepare roadway details to clarify intent of design

vi. Compile applicable City standard details. Modify standard details as needed.

c. Drainage
   i. Incorporate the preliminary design submittal review comments
   ii. Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans
   iii. Prepare storm sewer plan / profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossings, and the hydraulic grade lines
   iv. Prepare profiles for the proposed storm drain laterals
   v. Determine outfall grading requirements and provide plans and details for channel protection. Design of retaining walls and gabion mattresses (beyond specification of material/method) will be provided as Additional Services only upon City written authorization
   vi. Provide plan sheets and details to construct storm sewer outfalls
   vii. Prepare drainage details to clarify intent of design. Compile applicable City standard details. Modify standard details as needed
   viii. Create details for connections to existing system (where applicable)
   ix. Prepare erosion control plan. Incorporate Best Management Practices (BMPs) from NPDES Phase II initiative. Coordinate water quality elements with traffic control during construction stages
   x. Compile Storm Water Pollution Prevention Plan (SWPPP) to meet NPDES Phase II requirements

d. Utilities
   i. Water Line
      1. Minor adjustments to existing water valve boxes, etc. will be specified in the plans
      2. Prepare (22"x34") Plan/Profile sheets at a 1"=20' horizontal and 1"=4' vertical scale
      3. Plan view shall include design notes for stationing, connections, tees, fire hydrants, valves, manholes, air release valves, blowoff valves and horizontal bends
      4. Profile shall include design notes for stationing, size, slope, flow lines, pipe material, embedment, length and construction method
      5. Prepare water line design details
   ii. Sanitary Sewer
      1. Minor adjustments to existing sewer appurtenances will be specified in the plans
      2. Prepare (22"x34") Plan/Profile sheets at a 1"=20' horizontal and 1"=4' vertical scale
      3. Plan view shall include design notes for stationing, connections, manholes, etc.
      4. Profile shall include design notes for stationing, size, slope, flow lines, pipe material, embedment, length and construction method
      5. Prepare sanitary sewer line design details

e. Traffic
   i. Traffic Signals
      1. Design of interim signal at US 380
         a. Incorporate the preliminary design submittal review comments
         b. Finalize the layouts and summary charts for the intersection
         c. Finalize the applicable TxDOT and City design details
         d. Finalize the specifications
         e. Finalize the traffic signal sheets for inclusion in the plans
   ii. Finalize Traffic Control Plans
   iii. Pavement Markers and Marking Plans
      1. Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
      2. Prepare details to clarify intent of design
      3. Compile applicable City standard details. Modify standard details as needed.
      4. Signing layout will be provided
      5. Use TxDOT sign sizing criteria to size and detail custom guide signs
      6. Determine the mounting requirements for each sign or sign cluster based on TxDOT standards. List the signs on the TxDOT standard summary sheets together with totals for each mount type.
      7. Summarize the large signs on TxDOT's standard large sign summary sheet
f. Streetscape
   i. Medians will be sodded with trees
   ii. Contractor will be required to provide temporary (above-ground) irrigation in order to establish turf (two-month minimum)
   iii. Design permanent irrigation system (median only)
g. Street Lighting
   i. Design street light system using City of Frisco decorative light poles and specifications
   ii. Provide street light layout, electrical plans, and notes/details. Pull box locations will be identified.
   iii. Provide supporting calculations
   iv. Provide technical specifications for the light poles and fixtures
h. Prepare general notes and technical specification data. Identify and prepare special specifications and/or special provisions applicable to the project.
i. Compile and update the overall opinion of probable construction cost
j. Final design submittal (90%)
   i. Incorporate the preliminary design review comments
   ii. Submit five (5) copies to the City for review and comment
   iii. Submittal shall include the following:
      1. Final design plans
      2. Project Manual (in City of Frisco standard format)
      3. Opinion of probable construction cost

4. Provide a completed application for the City to submit to the Texas Department of Licensing and Regulation (along with one of the plan sets) for review in accordance with to the Elimination of Architectural Barriers Act. The application fees will be paid directly by the City.
5. Provide formal TxDOT Driveway Permit Set for CR26/US380 intersection improvements. City to submit to TxDOT.

k. Incorporate the final design submittal review comments
l. Prepare the final opinion of probable construction cost
m. Final design submittal (100%)
   i. Submit up to three (3) full-size and three (3) half-size sets of plans and Project Manual to the City
   ii. Submit the final opinion of probable construction cost, including quantities by sheet (.xls format)
   iii. Submit a letter of notification to the City stating completion of the design of the project

III. TASK SUMMARY, SPECIAL SERVICES

A. SUE Quality Level "A" (Subconsultant)

a. Perform SUE (Subsurface Utility Engineering) Quality Level "A" to identify existing city and franchise utility (gas line specifically) critical locations within the limits of the project by exposing specific utilities. Non-destructive vacuum excavation equipment may be used to expose the utilities at specific points which will then be filed surveyed.
b. This item includes up to four (4) test hole locations
c. Evaluate the SUE results and provide a summary of potential utility conflicts to the City.

B. ROW and Easement Instruments of Conveyance

a. Prepare up to six (6) ROW instruments (narrative and graphic exhibits of ROW required for the roadway construction)
b. Prepare up to twenty (20) easement instruments (narrative and graphic exhibits of easements required for water, sanitary, drainage, sidewalk, slope, access, and/or temporary construction easement
c. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
   i. Parcel number
   ii. Area required
   iii. Area remaining
   iv. Legal description
   v. Current owner

vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies
vii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately

d. Upon notification by the City of acceptance of the right-of-way strip map, exhibits, and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for the proposed ROW and submit final, sealed documents, including the location of the control points and their NAD-83 reference.

C. Geotechnical Services (Subconsultant)

a. Subsurface Exploration
   i. Along the roadway alignment, drill and extrude twelve (12) sample borings to depths of 12' below existing grade using truck-mounted equipment. Borings will be drilled on center of roadway at 250 feet spacing (or less) alternating between each direction. Additional depths or borings, if necessary, will be provided as *Additional Services* only upon written City authorization.
      - Check samples for consistency with a hand penetrometer
      - Stake the boring locations using normal taping procedures (location and elevation to be surveyed)
      - Backfill bore holes and plug at the surface
      - Provide continuous sampling (with field strength testing)
      - Rock, if encountered, will be evaluated for hardness by TxDOT cone penetration field testing
      - All subsurface exploration shall conform to the City of Frisco's current "Subgrade Design Requirements"

b. Laboratory Services
   i. Testing
      - Moisture contents to determine profile of moisture variations
      - Atterberg limits and sieve analysis for classification of soils
      - Unconfined compression tests to evaluate soil strengths
      - Swell test to determine swell potential and subgrade treatment requirements
      - Lime Stabilization Series to determine percent lime required for subgrade stabilization
      - Sulfate test
      - Standard proctor
      - Resilient modulus
      - All laboratory services shall conform to the City of Frisco's current Engineering Standards

c. Engineering Analysis
   i. Prepare an engineering report presenting the following:
      - Sample boring location map
      - General soil and ground-water conditions
      - Examine samples for visible evidence of sulfates and discuss in the reports
      - Recommendations for appropriate subgrade treatment, stabilization type and concentration
      - Recommended pavement section
      - Earthwork recommendations, including compaction criteria for any fill placed
      - The engineering report shall conform to the City of Frisco's current Engineering Standards.
   ii. The geotechnical engineer's design recommendations shall be relied upon by the civil engineer for pavement and structural design
   iii. Submit one (1) copy of the report to the City

D. Franchise Utility Coordination

a. Conduct and attend up to four (4) franchise utility coordination meetings
b. Distribute plans to franchise utility companies during each design submittal
c. Monitor and update utility companies of schedule when each company is complete or scheduled to be complete with relocation
d. The City shall perform the coordination with the franchise utilities if any relocations are required

E. Bid Phase Services

a. Final bid documents submittal
   i. Print four (4) sets for plan room distribution
   ii. Print three (3) full-size and three (3) half-size sets for City's use
   iii. Submittal shall include the following:
      1. Final plans
      2. Final Project Manual
      3. Final opinion of probable construction cost
   iv. Furnishing additional copies of review documents and/or bid documents in excess of the number of the same identified above will be considered as Additional Services
b. Set up FTP site for contractors and suppliers to acquire plans and contract documents
c. Issue bid documents to prospective bidders via FTP site
d. Maintain a list of bidders to whom bidding documents have been issued
e. Prepare for and conduct a pre-bid meeting with prospective bidders
f. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents

g. Attend the Bid Opening
h. Tabulate the bids received and evaluate the compliance of the bids received with the bidding documents
i. Prepare a written summary of this tabulation and evaluation together with a letter addressing the award of the construction contract

F. Construction Administration Services

a. Project Management
   i. Project Communication: Conduct progress/coordination meetings with the City and/or Contractor during the Construction phase of the project.
   ii. Project Administration: Prepare project correspondence and invoice documents.
b. *Pre-Construction Conference.* Prepare for and conduct the Pre-Construction Conference prior to commencement of Work at the Site.
c. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
d. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
e. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
f. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
g. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, KHA shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
h. *Limitation of Responsibilities.* KHA shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of

any other individual or entity performing or furnishing the Work. KHA shall not have the authority or responsibility to stop the work of any Contractor.

G. **Record Documents**

a. KHA shall prepare construction Record Drawings based on the information received from Contractor in accordance with Article 3.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

a. Aerial survey/photography
b. Construction staking
c. Restoring removed or damaged survey monumentation
d. Design of any offsite drainage improvements beyond the improvements identified in the scope
e. Design of retaining walls, specialized inlets, or gabion mattress erosion control systems beyond the improvements identified in the scope
f. Preparation for and attendance at public meetings
g. Furnish additional copies of review documents and/or bid documents in excess of the number identified in the scope
h. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
i. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor
j. Prepare a Proposed Jurisdictional Report and submit to Corps
k. Prepare and submit a Corps construction notification for NWP 14
l. Preparation of LOMR,CLOMR, or floodplain modeling
m. Additional depths or borings in excess of the number and depths of the identified in the scope
n. Visits to site during construction and observation of construction
o. Recommendations with respect to defective work during construction
p. Special inspections and tests during construction
q. Review applications for payment during construction
r. Issue substantial completion and/or final notice of acceptability of work during construction

EXHIBIT "B"
PROJECT BUDGET SUMMARY
CR 26 (ROCKHILL PARKWAY TO US 380)

I. Basic Services	
A. Survey (Expected Completion Date: April 30, 2013)	$ 24,500.00
B. Conceptual Design (Expected Completion Date: May 31, 2013)	$ 25,000.00
C. Preliminary Design (Expected Completion Date: June 30, 2013)	$ 79,000.00
D. Final Design (Expected Completion Date: July 31, 2013)	$174,000.00
Total Basic Services (Lump Sum)	$302,500.00
II. Special Services	
A. SUE Quality Level "A" (Expected Completion Date: June 30, 2013)	$ 9,600.00
B. ROW and Easement Instruments of Conveyance (Expected Completion Date: July 31, 2013)	$ 24,200.00
C. Geotechnical Services (Expected Completion Date: July 31, 2013)	$ 13,800.00
D. Franchise Utility Coordination (Expected Completion Date: August 31, 2013)	$ 10,000.00
E. Bid Phase Services. (Expected Completion Date: August 31, 2013)	$ 10,000.00
F. Construction Administration Services (Expected Completion Date: August 31, 2014)	$ 7,000.00
G. Completion of Record Documents (As-Builts) (Expected Completion Date: September 30, 2014)	$ 10,000.00
Total Special Services (Reimbursable, Not-To-Exceed)	$ 84,600.00
III. Direct Expenses	$ 0.00
IV. *Project Budget, Grand Total (Not-To-Exceed)*	$387,100.00

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

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

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

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

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

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

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

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

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

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

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

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

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

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

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

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

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

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

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

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

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

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

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

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

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

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Dallas §

I, L. Nathan Ante, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

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

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

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

____ Other: _____.

X None of the Above.

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

Signed this 12 day of March, 2013

L. Nathan Ante, Associate
Signature of Official / Title

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

Sworn to and subscribed before me on this 12th day of March, 2013.

JAVELI NICOLE TUCKER
Notary Public, State of Texas
My Commission Expires
November 04, 2014

Javeli Tucker
Notary Public in and for the State of Texas
My commission expires: November 4, 2014

EXHIBIT "G"
CITY OF FRISCO
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

L. Nathan Ante

2

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

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

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

N/A

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

N/A

Adopted 01/13/2006

EXHIBIT "G"
CITY OF FRISCO
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

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

N/A

7

J Matthew Antu
Signature of person doing business with the governmental entity

3/12/13
Date

Amended 01/12/2006

AGENDA ITEM #15.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

From: **Jason Brodigan, P.E., Engineering Division Manager**

Date: **April 2, 2013**

Subject: **Consider and act upon approval of a Resolution authorizing the City Manager to execute a Relocation Agreement with Atmos Energy Corporation for relocation of natural gas facilities on Coit Road.**

Action Requested: Staff requests that City Council consider and act upon adoption of a Resolution authorizing the City Manager to execute the Relocation Agreement between the City of Frisco and Atmos Energy Corporation (Atmos), in the estimated amount of $356,412, for the relocation of natural gas facilities on Coit Road.

Background Information: The City is finalizing design for the construction of the two lanes on the west side of Coit Road from Country Ridge Drive to Panther Creek Parkway. The City of McKinney has constructed the east two lanes of Coit within these limits as part of a residential development project; therefore, upon completion of Frisco's project, Coit Road will be four lanes from SH 121 to Panther Creek Parkway. Also, as a part of the same construction project, the City will construct two lanes on the south side of Panther Creek Parkway from Honey Grove Drive to Coit Road. Upon completion, Panther Creek Parkway will be continuous as a two lane roadway between Preston Road and Coit Road. The project includes the construction of the Coit Road/Panther Creek Parkway intersection. The total length of new roadway to be designed and constructed is approximately 5,400 feet and includes paving and drainage.

Atmos owns natural gas lines and a metering station located within a privately owned easement which crosses Coit Road; therefore, the City is required to reimburse Atmos for relocation of facilities in conflict with the project. Atmos has agreed to remove the metering station without replacement to help the City of Frisco with utility relocation costs. The Relocation Agreement requires the City of Frisco to reimburse

Atmos for construction costs estimated at $356,412. The final amount reimbursed to Atmos will be based on actual construction costs.

Alternatives: The City Council could consider the following alternatives:

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

Financial Considerations: Atmos' costs to relocate facilities along Coit Road will be reimbursed from General Obligation Bond funds allocated for the Coit Road project.

Legal Review: This agreement has been reviewed and approved by the City Attorney.

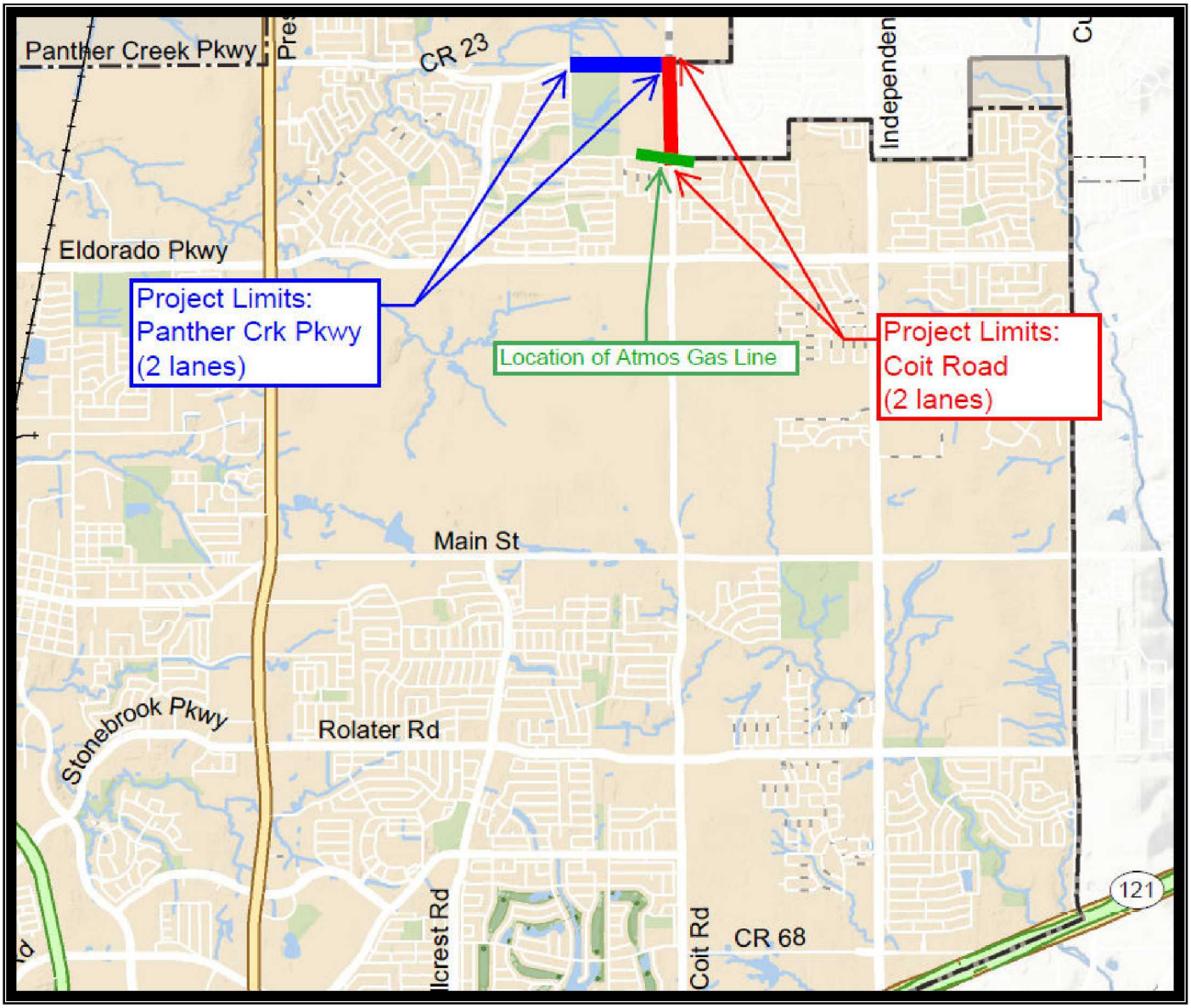
Supporting Documents: Supporting documents include the following items:

- Project Location Map
- Copy of Agreement
- Resolution

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

FRISCO
PROGRESS IN MOTION

Coit Road and Panther Creek Parkway Improvements
Relocation Agreement – Atmos Energy Corporation
April 2, 2013



RELOCATION AGREEMENT

THIS Agreement (the "Agreement") is between **ATMOS ENERGY CORPORATION** ("Atmos"), a Texas corporation, 5420 LBJ Fwy, Suite 1800, Dallas, Texas 75240, and the **CITY OF FRISCO, TEXAS**, a Texas municipal corporation (the "City"), ATTN: Mr. Jason Brodigan, P.E., Engineering Division Manager, 6101 Frisco Square Blvd., Frisco, Texas 75034, and is effective as of the ___ day of _____, 2013, (the "Effective Date").

RECITALS

1. Atmos currently has a twenty (20) inch diameter natural gas pipeline and above ground pipeline facilities located adjacent to Coit Road in the City of Frisco, Collin County, Texas ("Facilities").

2. The City is currently planning improvements to and the widening of Coit Road that will conflict with the Facilities, therefore the facilities must be relocated at an estimated cost of Three Hundred Fifty-Six Thousand Four Hundred Twelve Dollars and NO/100 ($356,412.00).

3. Atmos proposes to: relocate approximately ten (10) linear feet of twenty (20) inch steel pipeline and remove the existing above ground pipeline facilities as shown on Exhibit "A" attached hereto, to accommodate the proposed widening of Coit Road.

NOW THEREFORE, in consideration of these recitals and the mutual promises in this Agreement, the sufficiency of which are acknowledged, Atmos and the City agree as follows:

1. Atmos has prepared a cost estimate in the amount of Three Hundred Fifty-Six Thousand Four Hundred Twelve Dollars and NO/100 ($356,412.00) to relocate the Facilities and has provided a copy of said estimate to the City.

2. The City agrees to pay this estimated amount to Atmos within thirty (30) days of receipt of the estimate.

3. Within ninety (90) days following receipt of the City's payment of the estimate and executed easement(s), Atmos will begin, or cause others to begin, the relocation of the Facilities.

4. Within ninety (90) days of completion of the relocation of the Facilities, Atmos will provide the City with a detailed invoice of the actual cost of the relocation of the Facilities. If the estimate exceeds the actual cost, Atmos will refund the excess to the City at the time that invoice is provided. If the actual costs exceed the estimate, the City will be billed for any excess and the City agrees to reimburse Atmos for any excess over the deposit made within thirty (30) days of receipt of the invoice.

5. Neither party to this Agreement may assign its rights or obligations under this Agreement to any person without the prior written consent of the other party to this Agreement. The provisions of this Agreement do not impart any rights enforceable by any person, firm, or organization not a party or an assignee of a party to this Agreement.

6. Any interpretation of this Agreement or any controversy related to this Agreement is governed by the laws of the State of Texas.

7. No waiver by either party of any one or more defaults by the other party in the performance of any provision of this Agreement operates as a waiver of any future default or defaults, whether of a like or different character.

8. This Agreement represents the entire agreement of the parties concerning the subject matter contained in this Agreement. No amendment or modification of this Agreement will be effective unless evidenced in writing signed by both parties to this Agreement.

SIGNED AS OF THE DATE FIRST WRITTEN ABOVE:

THE CITY OF FRISCO	**ATMOS ENERGY CORPORATION**
By: _____	By: _____
George Purefoy, City Manager	Bob Carroll, Right of Way Manager

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, City Manager,** of the City of Frisco, a Texas municipal 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 for the purposes and considerations therein expressed, in the capacity therein stated, as the act and deed of the City of Frisco, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, A.D., 2013.

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

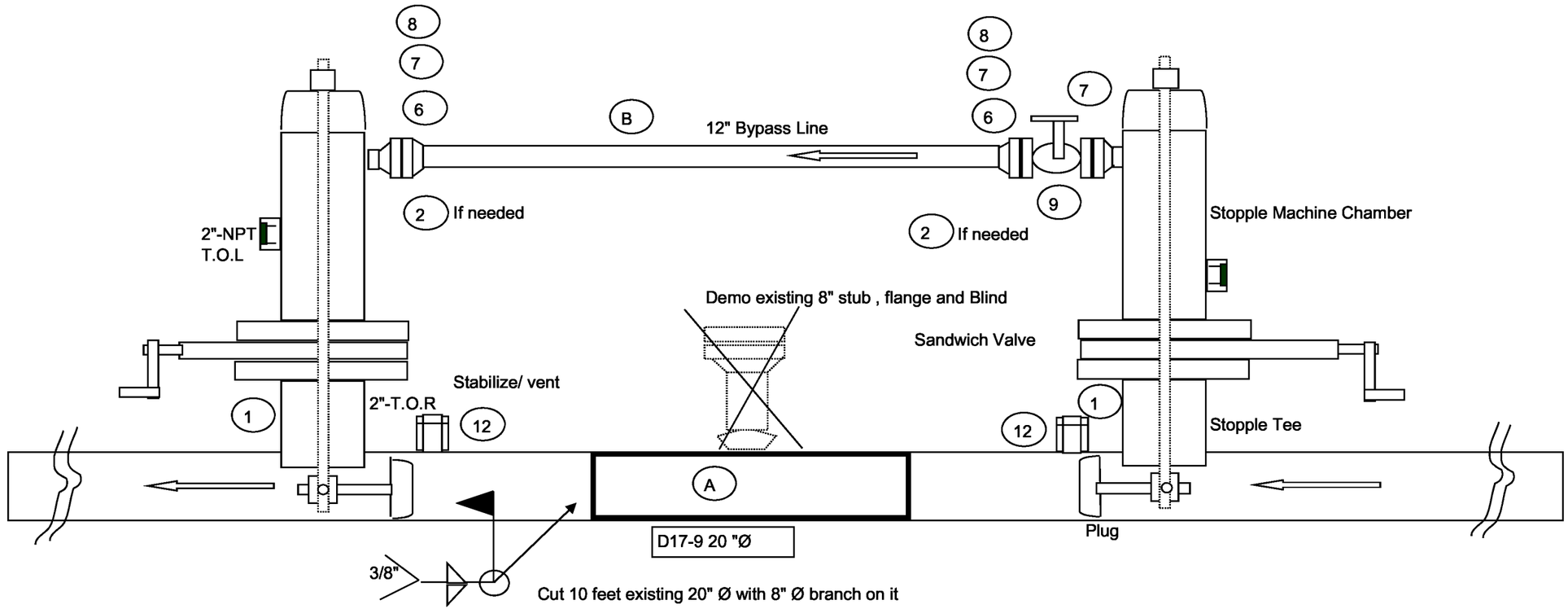
STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Bob Carroll, Right of Way Manager for ATMOS Energy Corporation**, a Texas 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 for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A.D., 2013.

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

Exhibit "A"



Cut 10 feet existing 20" Ø with 8" Ø branch on it

Replace same length with new 20" Ø tested pipe and full penetration weld both ends

Ballpark Cost Estimate
ATMOS O&M project # 180.11368, Configuration # 1628641
Relocate 8"-600# above ground valve at Coit Road and Hwy 22 in Frisco
Completed by: K.V.Vartevan September 6 2011
Revised February 25 2013

						Complete Project Ballpark Estimate Prior to Detail Design
MATERIAL						
10	ft	Pipe, 20", .375" STD w.t. , API 5L X-65,FBE 16 mil coated pre tested		210		2,100
40	ft	Pipe, 16",.375"STD w.t. , API 5L X-42, bare	$	95.0	ft	3,800
4	ea	16" 90° bends	$	950	ea	3,800
1	lot	Valves, flanges, studs, nuts, markers and Epoxy fusion kits	$	3,200	ea	3,200
1	lot	16" -600# flanged valve	$	14,500	ea	14,500
2	lot	Stopple Fittings	$	27,000	ea	54,000
		Misc., Tax & Freight				7,670
		TOTAL MATERIAL				**89,070**
COMPANY LABOR						
		Operations Support and inspection				1,200
		Detail Engineering / Construction Management				12,000
		ROW Reimbursable Support				800
		TOTAL COMPANY LABOR			**$**	**14,000**
CONSTRUCTION CONTRACTOR						
		Install Valve, pipeline includes Equipment and Hydro test open ditch installation				125,000
		Remove and Haul off existing pipeline				-
		TOTAL CONSTRUCTION			**$**	**125,000**
CONTRACT EXPENSE						
		Survey				1,800
		X-ray				3,600
		TOTAL CONTRACT EXPENSE			**$**	**5,400**
RIGHT OF WAY						
		Damages				
		TOTAL RIGHT-OF-WAY			**$**	**-**
MISCELLANEOUS						
		Gas Loss / environment inspection / permits and flaring cost during tie-in				4,968
		RHUTTS(17%)	$	23,630	0.17	23,630
		TOTAL MISCELLANEOUS			**$**	**28,598**
		TOTAL DIRECT COSTS			**$**	**262,068**
INDIRECT						
		General Overheads (36% of All Above)				94,344
		Interest carrying cost rate (18.15%) NA				0
		Franchise fee (4%) NA				0
		TOTAL INDIRECT			**$**	**94,344**
		GRAND TOTAL ESTIMATE			**$**	**356,412**

Assumptions/Comments

1. This Ballpark Cost estimate is considered a ==========> **Prior to Detail Design**
2. Cost for new acquisition and temporary work easement (ROW) shall be by developer
2. This segment of 20" pipeline will be isolated with 2 stopple fittings during tie-in.
4. Test water will be hauled-off from site.
5. Assumes no Storm water Plan required.
6. Contractor to dig and dispose existing pipeline and backfill ditch.
7. Assumes no underground rock or obstructions.
8. Construction duration estimated to be 3-5 days.
7. New pipeline will have 5 feet minimum cover.
10. Re-use existing Cathodic protection system.
11. The vertical clearance between bottom of 20" diameter pipeline and top of any diameter sewer or water line must be minimum 24".
12. Assumes lost gas is flared.
13. Assumes standard work week (6 days/week @ 10 hr./day) by ATMOS contractor
14. Assumes only one move-in / move-out by contractor.
15. Construction contractor actual pricing will be based on a lump sum bid using a " continuing contract" construction firm. The bid will be based on a defined scope of work which will be provided at the time of invoicing.

8invalverelocationESTIMATE.xls
D17-9(20")-8in Valve reloca (3
KVV 2/25/2013

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 RELOCATION AGREEMENT WITH ATMOS ENERGY CORPORATION FOR RELOCATION OF NATURAL GAS FACILITIES ON COIT ROAD; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Relocation Agreement with Atmos Energy Corporation for relocation of natural gas facilities on Coit 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_____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #16.

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 21, 2013**

Subject: **Lease agreement for use of the property at 6427 Elm Street for use by "The Snowcone Lady" as a snowcone/concession stand**

Action Requested: Approval by Council of the proposed lease agreement for use of property as a temporary snowcone stand location.

Background Information: Ms. Mary Mathis, known as the "Snowcone Lady", is a fixture of the Frisco downtown and a favorite to the entire community. In 2008, she lost her lease on the downtown property where her snowcone stand had existed for a number of years. Staff worked with Ms. Mathis to locate her in a city building at 8760 John Elliott Street. Council approved a lease for her to take approximately 350 square feet in the building. The City continued to use the rest of the building for storage. However, that building had a deteriorating roof and structural elements. It was not cost effective to fix up the building and it was demolished.

In 2011, Council allowed Ms. Mathis to lease the lot at 6427 Elm Street. Ms. Mathis located on property a snowcone stand built with the look of a train caboose. She also provided customer seating and other site fixtures. The City provided a temporary building pad and connected her to water and wastewater services.

Her expiring lease was for a one year term with an additional one year renewal, which has now been completed.

The City currently has no immediate plans for the site and we are proposing to extend her temporary use for an additional year. Ms. Mathis could then request an

extension for two additional one year increments. Further, the City can require that she vacate the property at anytime following 30 days notice

Board Review/Citizen Input: None

Financial Considerations: Ms. Mathis will pay a rent of $385 per month for the property, which is a 10% increase from her current rent. She is also responsible for all utilities and other maintenance of the property.

Legal Review: The agreement is in a form approved previously by the City Attorney's Office.

Supporting Documents: Proposed Commercial Lease Agreement

Staff Recommendation: City Council to approve the agreement

COMMERCIAL LEASE

This Lease is made and entered into by and between the City of Frisco, a Texas municipal corporation, referred to in this lease as "Lessor", and Mary Mathis dba 3M Snowcones, a Texas corporation, referred to in this lease as "Lessee".

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, Lot 3C, Block 102 of the Frisco-Original Donation (CFR), more commonly known as 6427 Elm Street Frisco, Texas, containing approximately 0.1033 acres of land. These premises are referred to in this lease as "the premises" or "the leased premises."

ARTICLE 1. TERM

1.1 Term of Lease. The term of this lease shall commence on April 1, 2013, and end on March 31, 2014, unless sooner terminated as provided in this lease. The lease term may be renewed for two additional one year periods at the mutual agreement of the parties.

1.2 Holdover. If Lessee holds over and continues in possession of the leased premises after expiration of the term of this lease or any extension of that term, other than as provided in Section 1.1, Lessee will be deemed to be occupying the premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this lease, except, however, that the minimum rent shall be increased to 150% of the minimum rent set forth in Section 2.1.

1.3 Notwithstanding anything to the contrary, this lease may be terminated at the sole discretion of the Lessor with 30 days notice to the Lessee. Upon termination or expiration of this lease, nothing shall prevent the Lessor from immediately requiring the Lessee to vacate and surrender the leased premises.

ARTICLE 2. RENT

2.1 Minimum Rent. Lessee agrees to pay to Lessor in advance the sum of THREE HUNDRED EIGHTY FIVE DOLLARS ($385.00) per month during the term hereof as minimum rent, payable on or before the fifth day of each month. If the lease term begins on a day other than the first day of a month or ends on a day other than the last of the month, then Lessee agrees to pay a prorata portion of the minimum fixed monthly rent described above for the partial initial and/or final months, prorated on a per diem basis, with payment for any partial month at the beginning of the term to be paid no later than the commencement date of the term.

2.2 Place of Payment. Lessee agrees to pay rent as provided in Sections 2.1 to Lessor at City of Frisco, c/o Finance Department, 6101 Frisco Square Blvd., Frisco, Texas 75034, or at such other location or locations as Lessor shall from time to time designate by written notice to Lessee.

ARTICLE 3. USE OF PREMISES

3.1 Permitted Use. Lessee shall operate the leased premises for the purpose of operating a snow cone/concession stand (to include the sale of snowcones, cotton candy, caramel apples, candied apples, ice cream, hot dogs, soft drinks, and candy) continuously during the term of this agreement and shall use the premises for no other purpose. The Lessee will also have access to the grounds for the purpose of customers making purchases and consuming items sold.

3.2 Waste, Nuisance, or Illegal Uses. Lessee shall not use, or permit the use of, the premises in any manner that results in waste of the premises or constitutes a nuisance. Nor shall lessee use, or permit the use of, the premises for any illegal purpose. Lessee, at its expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies, concerning the use of the premises.

3.3 During months where Lessee will not be operating the snow cone/concession stand, the Lessee, at the sole discretion of the Lessor, may be required to temporarily remove the building described in Article 9 from the premises. Even during months where Lessee is not operating the snow cone/concession stand, Lessee shall be obligated to pay the minimum rent and maintain the lease premises in accordance with this Lease.

ARTICLE 4. MAINTENANCE AND SURRENDER

4.1 Maintenance by Lessee. Lessee shall, at its own expense and risk, maintain the leased premises in good and neat condition. Lessor is under no obligation to maintain the lease premises.

4.2 Maintenance and Surrender by Lessee. Except as provided in Section 4.1, Lessee shall maintain the leased premises (including all landscaping, electrical, plumbing, heating, air conditioning, windows, store fronts, doors, kitchen vents and equipment, fire extinguishing equipment, etc.) and keep them clean and reasonably free from waste or nuisance throughout the lease term and any extension of that term. At the termination of the lease, Lessee shall surrender and deliver the leased premises to Lessor in as good a state of repair and condition as they were in at the time Lessor delivered possession to Lessee, reasonable wear and tear excepted. The Lessee may remove the snow cone stand and any personal property utilized in operation of the snow cone stand.

4.3 Remedy for Failure to Maintain. In the event Lessee fails to perform its obligation to repair or maintain as set forth in Sections 4.1 and 4.2 above after notice from the Lessor of the need for such repair or maintenance and the passage of a reasonable amount of time for performance after such notice, the Lessor may make such repairs or perform such maintenance, or cause such repairs to be made or maintenance to be performed at its own expense. The Lessee shall reimburse the Lessor as follows:

a. Any reasonable costs incurred by Lessor pursuant to this section shall be payable by Lessee to Lessor as additional on the next rental installment date, or, if there are no further rental installments under the lease, within thirty (30) days or at the termination of the lease, whichever occurs first;

ARTICLE 5. TAXES AND ASSESSMENTS

5.1 Personal Property Taxes. Lessee shall pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this lease or any extensions thereof on the snow cone stand, furniture, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about the leased premises.

5.2 Real Property Taxes and Assessments. Lessor shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character, if any, imposed on the leased premises during the term of this lease or any extensions thereof, including any special assessments imposed on or against the premises for the construction or improvement of public works.

ARTICLE 6. INSURANCE AND INDEMNITY

6.1 Property and Casualty Insurance. During the lease term, Lessee shall maintain policies of insurance covering loss of or damage to the snow cone stand and any fixtures, equipment, and improvements on the leased premises in an amount or percentage of replacement value as Lessor deems reasonable . The policies shall provide protection against all perils included within the classification of fire and extended coverage and any other perils which Lessor deems necessary. Lessee shall not do or permit to be done anything which invalidates any insurance policies. Any casualty insurance carried by Lessor or Lessee shall be for the sole benefit of the party carrying the insurance and under its sole control.

6.2 Liability Insurance. During the lease term, Lessee shall maintain at its sole expense a comprehensive commercial liability policy of insurance insuring Lessor as well as Lessee against liability arising out of the ownership, use, occupancy, or maintenance of the leased premises. The insurance must be in the amount of at least $1,000,000 combined single limit and must cover at least $20,000 for medical expense.

6.3 Other Insurance Requirements. The policies above must be written with one or more insurance companies authorized to transact business in Texas, must be written as primary policy coverage and non-contributing with respect to any coverage which Lessor may carry, must contain a provision which prevents cancellation or modification of the policy except upon thirty (30) days' prior written notice to Lessor, and must contain an express waiver of any right of subrogation by the insurance company(ies) against Lessor and its agents, employees, and representatives.

6.4 Remedy for Failure to Provide Insurance. Lessee shall furnish Lessor with certificates of all insurance required by this article. If Lessee does not provide such certificates within thirty (30) days of obtaining possession, or if Lessee allows any insurance required under this article to lapse, Lessor may, at its option, take out and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this article. Lessor is entitled to immediate reimbursement from Lessee for all amounts sent by it to procure and maintain such insurance, with interest at the rate of eighteen percent (18%) per annum from the date of payment by Lessor until reimbursement by Lessee.

6.5 Hold-Harmless Clause. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the leased premises or from its use of the leased premises, or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

6.6 Indemnity. Lessee shall release, defend, indemnify and hold harmless Lessor 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 Lessee, its officers, agents, representatives, employees, subcontractors, licensees, invitees or any other third parties from whom Lessee is legally responsible, in its/their performance of this Agreement and/or arising out of the conduct or management of Lessee's business on the Premises or from its use of the Premises pursuant to this Agreement, regardless of the joint or concurrent negligence or strict liability of the Lessor (hereinafter "Claims"). Lessee is expressly required to defend Lessor against all such Claims.

In its sole discretion, Lessor shall have the right to approve or select defense counsel to be retained by Lessee in fulfilling its obligation hereunder to defend and indemnify Lessor, unless such right is expressly waived by Lessor in writing. Lessor reserves the right to provide a portion or all of its own defense; however, Lessor is under no obligation to do so. Any such action by Lessor is not to be construed as a waiver of Lessee's obligation to defend Lessor or as a waiver of Lessee's obligation to indemnify Lessor pursuant to this Agreement. Lessee shall retain Lessor approved defense counsel within seven (7) business days of Lessor's written notice that Lessor is invoking its right to indemnification under this Agreement. If Lessee fails to retain counsel within such time period, Lessor shall have the right to retain defense counsel on its own behalf, and Lessee shall be liable for all costs incurred by Lessor.

6.7 Invalidation. Lessee shall not do or permit to be done anything which invalidates any insurance policies.

ARTICLE 7. UTILITIES AND GARBAGE REMOVAL

7.1 Utility Charges. Lessee shall pay all utility charges for water, sewer, garbage, electricity, heat, gas and telephone service used in and about the leased premises during the term of the lease or any extensions thereof, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same before the same shall become delinquent.

7.2 Garbage Removal. Lessee shall pay for the removal of all garbage and rubbish from the leased premises during the term of the lease or any extensions thereof.

ARTICLE 8. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

8.1 Consent of Lessor. Lessee shall not make any structural alterations, additions, or improvements to the leased premises without the prior written consent of Lessor. Nonstructural alterations, additions, or improvements shall not require approval by Lessor.

8.2 Property of Lessor. All alterations, additions, or improvements made by Lessee to the land shall become the property of Lessor at the termination of this lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed in the premises by Lessee, upon termination of the lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the premises caused by such removal.

ARTICLE 9. BUILDING TRADE FIXTURES AND SIGNS

9.1 Building. Lessee shall provide a 28 foot by 16 foot building constructed to look like a caboose which will have enclosed fixtures to operate a snow cone concession stand (otherwise referred to herein as the "snow cone stand").

9.2 Trade Fixtures. Lessee shall have the right at all times to erect or install shelves, bins, machinery, or other trade fixtures in, on, or about the leased premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee shall have the right to remove all trade fixtures at the termination of this lease, provided Lessee is not in default under the lease and that the fixtures will be removable without structural damage to the premises. Lessee must repair any damage to the leased premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the lease. Any trade fixtures that have not been removed by Lessee at the termination of this lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor.

9.3 Signs. Lessee shall have the right to erect signs on any portion of the leased premises including, but not limited to, the exterior walls of the premises, subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld and in conformance with all local rules, regulations and laws governing such signs. Lessee shall remove all signs at the termination of this lease and shall repair any damage including, but not limited to, closing holes caused by such removal.

ARTICLE 10. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the leased premises or upon improvements on the premises. If a mechanic's lien is filed on the leased premises or on improvements on the leased premises, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by Lessor to remove a mechanic's lien caused to be filed against the premises or against improvements on the premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately rendition of written notice, together with interest at eighteen percent (18%) per annum until repaid.

ARTICLE 11. DAMAGE OR DESTRUCTION OF PREMISES

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

11.2 Total Destruction. If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, this lease shall terminate, and rent shall be abated for the unexpired portion of this lease, effective as of the date of written notification as provided in Section 13.1.

11.3 Partial Destruction. If the leased premises should be damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days, this lease shall not terminate except as provided in subsections (a) and (b) of this section. If partial destruction of the leased premises occurs in the final sixty (60) days of the lease term, Lessor need not rebuild or repair the premises. If Lessor elects not to rebuild or repair the premises, and the leased premises are untenantable in whole or in part following such damage, Lessee may elect to terminate the lease or to continue the lease with the rent for the remainder of the lease period adjusted equitably.

ARTICLE 12. DEFAULT

12.1 Default by Lessee. If Lessee shall allow the rent to be in arrears more than five (5) days after any installment thereof is due, or shall remain in default under any other condition of this lease for a period of fifteen (15) days after written notice from Lessor, Lessor may, without notice to Lessee, terminate this lease, or in the alternative, Lessor may reenter and take possession of the premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the premises, or any part of the premises, for all or any part of the remainder of the lease term to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so or, should such monthly rental be less than the rental Lessee was obligated to pay under this lease, Lessee shall pay the expense of reletting plus the amount of any deficiency in the rent to Lessor.

12.2 Default by Lessor. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Lessee may elect to do either one of the following:

a. After not less than thirty (30) days' notice to Lessor, Lessee may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel; all sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand and, on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct these costs and expenses from rent subsequently becoming due under this lease.

b. Lessee may terminate this lease on giving at least thirty (30) days' written notice to Lessor of such intention. In the event Lessee elects this option, the lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the 30-day period.

12.3 Cumulative Remedies. All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of this lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

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

ARTICLE 13. INSPECTION BY LESSOR

Lessee shall permit representatives and employees of Lessor to enter into and on the leased premises at all reasonable times for the purpose of inspection, maintenance, making repairs or alterations to the premises, or any other purpose necessary to protect Lessor's interest in the leased premises or to perform Lessor's duties under this lease.

ARTICLE 14. ASSIGNMENT AND SUBLEASE

14.1 Assignment and Subletting by Lessee. Lessee may not sublet, assign, encumber, or otherwise transfer this lease or any right or interest in this lease, or in the leased premises or the improvements on the leased premises, without the written consent of Lessor.

14.2 Assignment by Lessor. Lessor may assign or transfer any or all of its interests under the terms of this lease.

ARTICLE 15. MISCELLANEOUS

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

Lessor: City of Frisco
c/o Deputy City Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034

Lessee: Mary Mathis
dba 3M Snowcones
9130 Hillside Drive
Frisco, Texas 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 section.

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

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

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

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

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

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this lease 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.

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

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

15.10 Time of Essence. Time is of the essence in this agreement.

The undersigned Lessor and Lessee execute this agreement on the _____ day of _____, 2013, at Frisco, Collin County, Texas.

LESSOR:

CITY OF FRISCO

_____
_____, its _____

LESSEE:

_____
_____
Mary Mathis, its Owner

AGENDA ITEM #17.



Frisco Fire Department
City of Frisco, Texas

Memorandum

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

Cc: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety

From: **Lee Glover, Assistant Fire Chief**

Date: **April 2, 2013**

Subject: **Consider and act upon authorization for the City Manager to submit two (2) Applications to the Texas A&M Forest Service for Texas Intrastate Fire Mutual Aid System (TIFMAS) Training Tuition Grant Assistance, reimbursing the City for firefighter training tuition costs (FIRE / LG)**

Action Requested: City Council consideration and approval authorizing the City Manager to submit two (2) Applications to the Texas A&M Forest Service of Lufkin, Texas, in the amount of $6,000, for Texas Intrastate Fire Mutual Aid System (TIFMAS) Training Tuition Grant Assistance, reimbursing the City for firefighter training tuition costs.

Background Information: The TIFMAS Grant Assistance Program was launched in 2010 as a result of Senate Bill 1011 of the 81st Texas Legislature (2009). The TIFMAS Grant Assistance Program provides reimbursement grants to career fire departments and combination fire departments that are not eligible for grant assistance under the Rural Fire Department Assistance Program and provides $1 million in grant assistance annually, with $800,000 dedicated to TIFMAS Vehicles, and $200,000 dedicated to other grant categories (including Training Tuition Grants and Emergency Grants to Replace Personal Protective Equipment ("PPE") and Self-Contained Breathing Apparatus ("SCBA") destroyed in a catastrophic event).

The Frisco Fire Department was awarded a TIFMAS Vehicle Grant in December 2012 for a Type 3 Engine and City Council authorized the City Manager to execute the Grant Assistance Program Agreement at their January 5, 2013 meeting.

The Frisco Fire Department was also awarded a TIFMAS Training Tuition Grant in February 2013 in the amount of $5,950 for hosting Texas Engineering Extension Service ("TEEX") Fire Instructor II training at the Central Fire Station. The City

Council authorized the City Manager to execute the Grant Assistance Program Agreement at their March 5, 2013 meeting.

The Department would like to submit two (2) additional applications for TIFMAS Training Tuition Grant Assistance; each application requests $3,000 in TIFMAS Grant Assistance, for a total amount requested of $6,000. One application requests grant assistance for the Department to host TEEX Fire Officer II training at Central Fire Station (June 3 – June 7, 2013) and another application requests grant assistance for the Department to host TEEX Fire Officer III / IV training at Central Fire Station (October 7 – October 18, 2013).

Alternatives: City Council could consider the following alternatives:

- Authorize the City Manager to submit the two (2) Applications;
- Input towards the discussion as desired;
- Deny authorization for the City Manager to submit one or both of the Applications and send back to staff with direction.

Financial Considerations: The training tuition costs for the Fire Officer II and the Fire Officer III / IV training courses were included in the Fiscal Year 2012-2013 Fire Department Operating Budget, Training Division (13534343-69550). If the applications for TIFMAS Grant Assistance are awarded to the City, an amount up to $6,000 in firefighter training tuition costs would be reimbursed ($3,000 per application).

Legal Review: None.

Supporting Documents: Supporting Documents include the following items:

- Copy of Application for TIFMAS Grant Assistance, Request for Training Tuition Grant – TEEX Fire Officer II Class (June 3 – June 7, 2013);
- Copy of Application for TIFMAS Grant Assistance, Request for Training Tuition Grant – TEEX Fire Officer III / IV Class (October 7 – October 18, 2013).

Staff Recommendation: Staff recommends placement of this item on the April 2, 2013 City Council meeting agenda to consider and authorize the City Manager to submit two (2) Applications to the Texas A&M Forest Service of Lufkin, Texas, in the amount of $6,000, for TIFMAS Training Tuition Grant Assistance, reimbursing the City for firefighter training tuition costs. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

TEXAS FOREST SERVICE
The Texas A&M University System

FOR INTERNAL USE ONLY
RATING: _____
CASE NO: _____

APPLICATION FOR TIFMAS GRANT ASSISTANCE
REQUEST for TRAINING TUITION / EMERGENCY GRANT

1 Name of Fire Department: Frisco Fire Department

2 Physical Address: 8601 Gary Burns Dr. (Street) Frisco (City) 75034 (Zip)

Mailing Address: 8601 Gary Burns Dr (Street or PO Box) Frisco (City) 75034 (Zip)

3 Email Address: Cmarts@friscofire.com

4 County: Collin

Department Telephone: (972) 292-6300

Fax Telephone: (972) 292-6441

5 State of Texas Charter Number (REQUIRED): Under City
▶ If operating under city government, please indicate "Under City".

6 Federal Tax Identification Number (REQUIRED): 75-6000531
▶ Please attach a completed Form W-9.

7 Personnel - Number of Volunteers: 30

Number of Paid Full-Time: 176

Number of Paid Part-Time: _____

8 Do you have a designated protection area under a 911 Public Service Answering Point (PSAP)?
Yes ☐ No ☐

9 Population of your Primary 911 Protection Area 129,574

10 Fire Department Budget $22,312,016
▶ Please attach a current copy of the fire department's budget summary page.

11 Percentage of FD Budget Allocated to Personnel 82.01 %

12 Call Volume: (Total Fires + Overpressure Ruptures, Explosion, Overheat + Hazardous Condition) 1821
▶ Please attach an NFIRS report summarizing the calls as identified above for the previous calendar year.

13 **EMERGENCY GRANT** (Replacement of PPE & SCBAs Lost In a Catastrophic Event)
▶ Applications for Emergency Grants will be reviewed following an on-site assessment conducted by a TFS agent.

Please provide a summary of your request: Total Cost: $

14 TRAINING TUITION

Name of School (REQUIRED): TEEX Fire Officer II

Number of Trainees:	Date(s) of Training:	Course Name(s):	Tuition Cost per Trainee:
20	June 3rd-June 7th	Fire Officer II	$ 150.00
			$
			$
			$
			$
			$
			$

15 FIRE DEPARTMENT REPRESENTATIVE(S) (Primary & Alternate Contacts)

Name	Title	Mailing Address	Telephone
Cameron Kraemer	Division Chief	8601 Gary Burns Dr. Frisco Texas 75034	972-292-6300
Charlie Marts	Lieutenant	8601 Gary Burns Dr. Frisco Texas 75034	972-292-6401

I certify that the information entered on this application is true and accurate and that I, the undersigned, am authorized by the Frisco Fire Department to represent their interests in acquiring funds and equipment for the Department.

Name (Print): Charlie Marts

Signature: _____ (REQUIRED)

Title: Lieutenant

Telephone: (972) 292-6401

Cell: (817) 992-9940

Date: _____

Email Address: CMarts@FriscoFire.com

To Apply, Please Submit:

1) Application for TIFMAS Grant Assistance (TFS-FO-420)
2) Fire Department's Budget Summary Page
3) NFIRS Summary Report (Total Fires + Overpressure Ruptures, Explosion, Overheat + Hazardous Condition)
4) Request for Taxpayer Identification Number and Certification (Form W-9)

Via Mail or Fax To: Texas Forest Service
2127 South First Street
Lufkin, Texas 75901
Attn: Emergency Services Grants Unit
Fax (936) 639-8138 -- Tel (936) 639-8130

IMPORTANT!

Once we are in possession of your application, you can expect to receive a "Notification of Receipt" letter within approximately 10 business days. If not, please contact our office to confirm receipt of application.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
CITY OF FRISCO

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶ MUNICIPALITY - LOCAL GOVERNMENT

Address (number, street, and apt. or suite no.)
6101 FRISCO SQUARE BOULEVARD

Requester's name and address (optional)

City, state, and ZIP code
FRISCO, TEXAS 75034

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
7 5 - 6 0 0 0 5 3 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ Jan Stellatella — Date ▶ January 2, 2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

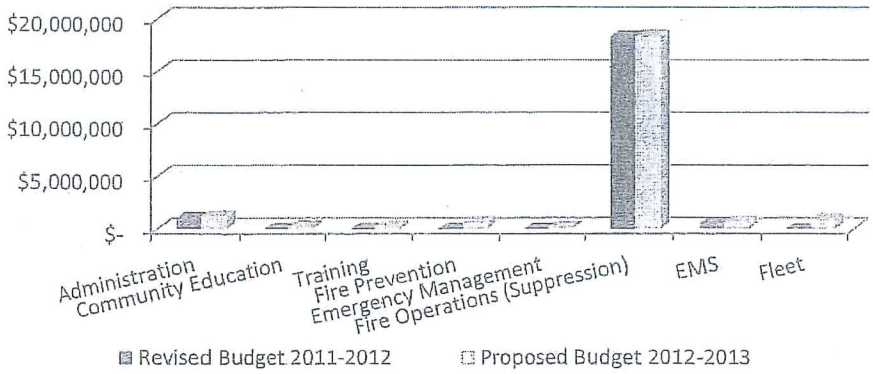
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

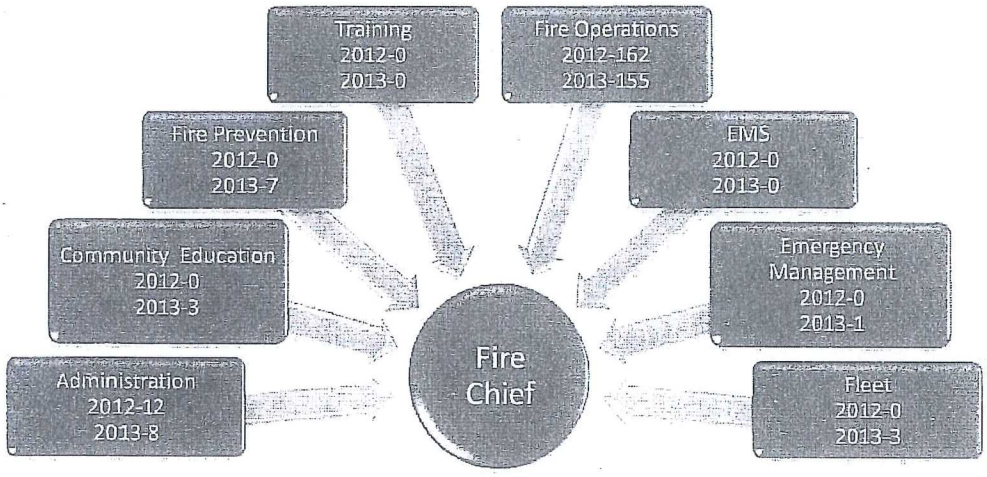
FIRE DEPARTMENT SUMMARY
2012 - 2013

TWO YEAR COMPARISON
REVISED TO PROPOSED



Expenditure Summary

Activity	Actual 2010-2011	Revised Budget 2011-2012	Proposed Budget 2012-2013	% Change FY 2012 to FY 2013
Administration	$ 891,674	$ 1,055,833	$ 1,203,122	13.95%
Community Education	-	-	210,165	N/A
Training	-	-	247,255	N/A
Fire Prevention	-	-	618,420	N/A
Emergency Management	-	-	153,878	N/A
Fire Operations (Suppression)	16,462,689	18,308,644	18,298,537	-0.06%
EMS	940,513	517,751	669,756	29.36%
Fleet	-	-	910,883	N/A
Totals	$ 18,294,876	$ 19,882,228	$ 22,312,016	12.22%



Charlie Marts

Subject: NFIRS reports 2012

Fire: 256
Overpressure Rupture, Explosion, Overheat: 14
Hazardous Conditions: 309
False Alarm/False Call: 1242

Let me know if you need anything else.....

Jean May
Emergency Management Specialist
Frisco Fire Department
(972)292- 6342 / (214)250-8280 (cell)
jmay@friscofire.com

TEXAS FOREST SERVICE
The Texas A&M University System

FOR INTERNAL USE ONLY
RATING:
CASE NO:

APPLICATION FOR TIFMAS GRANT ASSISTANCE
REQUEST for TRAINING TUITION / EMERGENCY GRANT

1 Name of Fire Department: Frisco Fire Department

2 Physical Address: 8601 Gary Burns Dr (Street) Frisco (City) 75034 (Zip)

Mailing Address: SAME (Street or PO Box) (City) (Zip)

3 Email Address: Cmarts@friscofire.com

4 County: Collin

Department Telephone: (972) 292-6300

Fax Telephone: (972) 292-6441

5 State of Texas Charter Number (REQUIRED): Under City
▶ If operating under city government, please indicate "Under City".

6 Federal Tax Identification Number (REQUIRED): 75-6000531
▶ Please attach a completed Form W-9.

7 Personnel - Number of Volunteers: 30

Number of Paid Full-Time: 176

Number of Paid Part-Time:

8 Do you have a designated protection area under a 911 Public Service Answering Point (PSAP)?
Yes ☐ No ☐

9 Population of your Primary 911 Protection Area 129,574

10 Fire Department Budget $ 22,312,016
▶ Please attach a current copy of the fire department's budget summary page.

11 Percentage of FD Budget Allocated to Personnel 82.01 %

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▶ Please attach an NFIRS report summarizing the calls as identified above for the previous calendar year.

13 **EMERGENCY GRANT (Replacement of PPE & SCBAs Lost In a Catastrophic Event)**
▶ Applications for Emergency Grants will be reviewed following an on-site assessment conducted by a TFS agent.

Please provide a summary of your request: Total Cost: $.

14 TRAINING TUITION

Name of School (REQUIRED): TEEX Fire Officer III/IV

Number of Trainees:	Date(s) of Training:	Course Name(s):	Tuition Cost per Trainee:
10	October 7th-18th 2013	Fire Officer III/IV	$ 300.00
			$
			$
			$
			$
			$
			$

15 FIRE DEPARTMENT REPRESENTATIVE(S) (Primary & Alternate Contacts)

Name	Title	Mailing Address	Telephone
Cameron Kraemer	Division Chief	8601 Gary Burns Dr. Frisco Texas 75034	972-292-6300
Charlie Marts	Lieutenant	8601 Gary Burns Dr. Frisco Texas 75034	972-292-6401

I certify that the information entered on this application is true and accurate and that I, the undersigned, am authorized by the Frisco Fire Department to represent their interests in acquiring funds and equipment for the Department.

Name (Print): Charlie Marts

Signature: Charlie Marts (REQUIRED)

Title: Lieutenant

Telephone: (972) 292-6401

Cell: (817) 992-9940

Date:

Email Address: CMarts@friscofire.com

To Apply, Please Submit:

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(Rev. December 2011)
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Internal Revenue Service

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CITY OF FRISCO

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶ MUNICIPALITY - LOCAL GOVERNMENT

Address (number, street, and apt. or suite no.)
6101 FRISCO SQUARE BOULEVARD

Requester's name and address (optional)

City, state, and ZIP code
FRISCO, TEXAS 75034

List account number(s) here (optional)

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Sign Here — Signature of U.S. person ▶ Tom Mellatello — Date ▶ January 2, 2013

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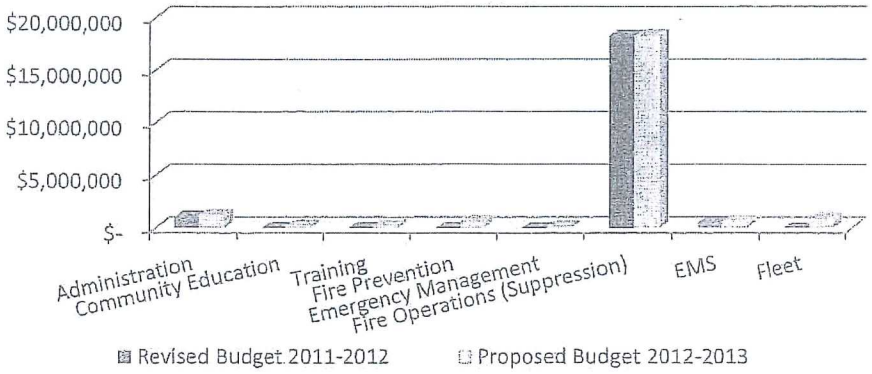
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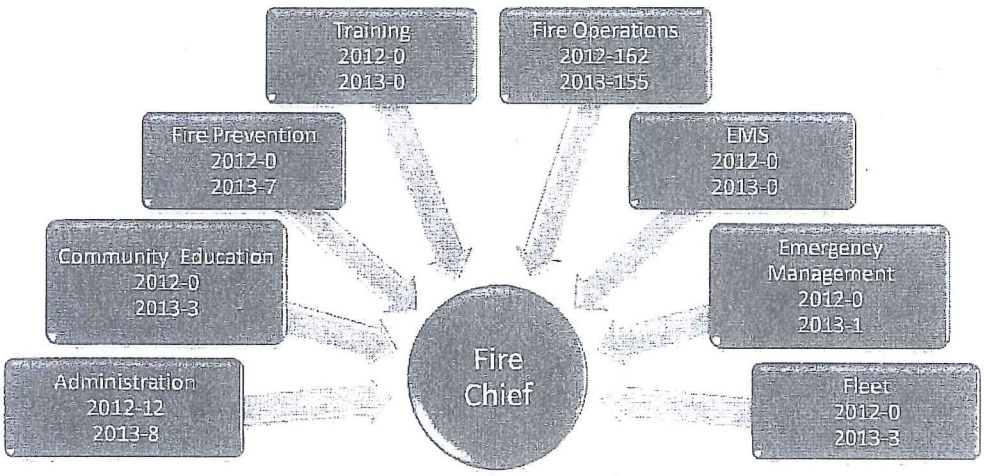
FIRE DEPARTMENT SUMMARY
2012 - 2013

TWO YEAR COMPARISON
REVISED TO PROPOSED



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Training	-	-	247,255	N/A
Fire Prevention	-	-	618,420	N/A
Emergency Management	-	-	153,878	N/A
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Fleet	-	-	910,883	N/A
Totals	$ 18,294,876	$ 19,882,228	$ 22,312,016	12.22%



Charlie Marts

Subject: NFIRS reports 2012

Fire: 256
Overpressure Rupture, Explosion, Overheat: 14
Hazardous Conditions: 309
False Alarm/False Call: 1242

Let me know if you need anything else.....

Jean May
Emergency Management Specialist
Frisco Fire Department
(972)292- 6342 / (214)250-8280 (cell)
jmay@friscofire.com

AGENDA ITEM #18.

PROGRESS IN MOTION

Convention and Visitors Bureau
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
Henry Hill, Deputy City Manager

From: **Marla Roe, Executive Director of Convention and Visitor's Bureau**

Date: **March 25, 2013**

Agenda Caption: Consider and Act on the adoption of a Resolution authorizing the City Manager to extend the contract with the Texas Amateur Athletic Federation for Winter Games of Texas for 2014-2015.

Action Requested: Consider and Act on the adoption of a Resolution authorizing the City Manager to extend the contract with the Texas Amateur Athletic Federation for the Winter Games of Texas for 2014-2015.

1. Contract Extension through 2015 for Winter Games of Texas

Background Information: The City of Frisco has hosted the TAAF Winter Games of Texas for 8 years, from 2005 through 2013. Over the 8 year period, the Winter Games of Texas have brought to Frisco:

- 27,852 athletes
- 106,950 spectators
- Over $14 million in projected economic impact
- $800,000 in media coverage (print, radio, TV, online)

Board Review/Citizen Input: None

Alternatives: Approve, deny, or table request.

Financial Considerations: $32,000 per year net

Legal Review: None

Supporting Documents: Contract for Extension

Staff Recommendation: Staff recommends adoption of a Resolution authorizing the City Manager to submit to extend the contract with the Texas Amateur Athletic Federation for the Winter Games of Texas for 2014-2015.

Texas Amateur Athletic Federation (T.A.A.F.)
Winter Games of Texas
Contract Extension through 2015 WGOT

This extension will serve in conjunction with the original contract signed by the City of Frisco and the Frisco Convention and Visitors Bureau for the Winter Games of Texas "agreement". This extension is through the 2015 Winter Games of Texas at a bid fee of $5000.00 per year.

The following are changes to the original contract that will be enforced for the remainder of the contract.

Changes only:

Host: The Host for the Winter Games of Texas (2014-2015) will be the City of Frisco, Frisco Convention and Visitors Bureau.

Article 5 "RESPONSIBILITIES"

- TAAF waives all percentages on sponsorship for the 2014- 2015 games. L.O.C. will retain 100% of all sponsorships.

- Payment to T.A.A.F. of ten dollars ($10.00) per individual entered in any .Individual sport. (Each specific sport organization)*Exception Gymnastics and Cheerleading ($4.00) per individual provided all athletes are registered TAAF individuals. Figure Skating ($5.00) and Wrestling ($7.00)

- Payment to T.A.A.F. of ten dollars ($10.00) per team in all team sports, plus the cost of individual insurance ($1.10 per participant for 2013 rate for each year after determined in January of each year)

- All entry fees will be set by the (L.O.C.) for all sports with the exception of Cheerleading and Gymnastics for the term of the contract.

  New-All entry fees will be set by the (L.O.C.) in writing for all sports with the exception of Cheerleading and Gymnastics which will be agreed upon with T.A.A.F.

- In the event **The City of Frisco** / Frisco Convention and Visitors Bureau cancel any of this extension **The City of Frisco** / Frisco Convention and Visitors Bureau agrees to pay a buyout of $2500.00 per year cancelled.

7.7 T.A.A.F. waives the percentages from "Title" or "Presenting" sponsor for the years of 2014-2015 games. L.O.C. will retain 100% of "Title or Presenting" sponsor for 2014- 2015 games.

This contract must be signed and returned to T.A.A.F. by April 1, 2013 for items to be in effect.

We agree to and will follow all of the before mentioned requirements

print	sign
Host City Title	Date
Mark Lord	
Print	sign
TAAF Ex. Director	3/19/13
Texas Amateur Athletic Federation Title	Date

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH THE TEXAS AMATEUR ATHLETIC FEDERATION FOR THE WINTER GAMES OF TEXAS FOR 2014-2015.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the 2014 and 2015 TAAF Winter Games of Texas be operated in the City of Frisco; and

WHEREAS, The City of Frisco agrees that the Winter Games of Texas Event is good for the Frisco economy; 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 the contract extension.

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

The City of Frisco approves the extension of the contract for the Winter Games of Texas for 2014-2015.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2013.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

AGENDA ITEM #19.

PROGRESS IN MOTION

Department of Parks and Recreation
City of Frisco, Texas

Memorandum

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

From: **Steve Walsh, Recreation Facilities Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **March 26, 2013**

Subject: **Consider and act upon a recommendation from the Parks & Recreation Board to modify the membership structure for the Frisco Athletic Center.**

Action Requested: Consider and act upon a recommendation from the Parks & Recreation Board to modify the membership structure for the Frisco Athletic Center (FAC).

Background Information: While additional membership terms were added in 2010, the overall membership fee structure for the FAC has not changed since the facility opened in 2007. The current membership fee structure for City of Frisco residents is listed below. Please note, an increase of approximately 50% is added to these fees for residents living outside the City of Frisco boundary.

Current Membership Fee Structure – Frisco Residents

	Adult	Family	Senior	Senior Couple	Youth
1-Month Pass	$35	$60	$28	$56	$23
Monthly-Auto Draft *	$35	$60	$28	$56	$23
4-Month Pass *	$135	$230	$107	$214	$87
Annual	$350	$600	$280	$560	$230

**** Added in 2010.***

Members of the FAC can select from two monthly membership options that are priced the same. First, the 1-Month Pass option is valid for 30 days from the date of purchase. Renewals must be initiated by the member at the Customer Service Desk. Secondly, the Monthly Auto-Draft option is valid from the first day of the month to the

last day of the month. The renewal for the next month is completed automatically, unless the member notifies the facility of their desire to stop the automatic withdrawal from their financial account.

Staff resources are greatly maximized with the Auto-Draft feature. For example, staff renewed approximately 750 Auto-Draft accounts in February of this year. The renewal process took approximately six man-hours. Conversely, staff initiated approximately 1,700 1-Month Pass accounts in February. Averaging a single transaction of approximately 4 minutes to complete, staff spent approximately 113 man-hours on this option in the month of February.

Therefore, the Parks & Recreation Board and staff are recommending a $5 increase to the 1-Month Pass option. The goal of this modification is to provide a financial incentive to our members to choose the Auto-Draft option in an effort to reduce staff resources. Additionally, if members continue to choose to purchase the 1-Month Pass option, additional revenue will be realized. Both scenarios will assist staff in obtaining the facility's overall financial goal of being efficient and effective in reaching 100% cost recovery.

Please note, this modification will not impact our current Auto-Draft members or our Annual Pass members. Our 1-Month Pass members can continue to pay the same amount for their membership by switching to the Auto-Draft option.

The 4-Month Pass was also initiated in 2010. The purpose of offering this option was due to the industry-wide shift of memberships moving away from annual passes towards monthly passes. This shift was in response to the economic conditions of recent years. In reality, only 2.5% of all accounts purchased are of the 4-Month Pass variety. Due to the overall lack of interest with this option, and to streamline the promotion and implementation of all offerings, staff recommends discontinuing this option.

Proposed Membership Fee Structure – Frisco Residents

	Adult	Family	Senior	Senior Couple	Youth
1-Month Pass	$40	$65	$33	$61	$28
Monthly-Auto Draft	$35	$60	$28	$56	$23
Annual	$350	$600	$280	$560	$230

Board Review/Citizen Input: The Parks and Recreation Board approved this recommendation at their March 21, 2013 regular meeting.

Alternatives:

- Table the item
- Approve the recommendation
- Not approve the recommendation and give staff direction on how to proceed

Financial Considerations: Other than re-creating and/or modifying marketing materials, funding for this is minimal.

Legal Review: Not applicable.

Staff Recommendation: Approve the recommendation of modifying the membership fee structure for the Frisco Athletic Center. If approved, staff recommends implementing these changes on May 1, 2013 in order to provide notification to current and prospective members.

AGENDA ITEM #20.

CITY MANAGER'S OFFICE

Office of the City Manager
City of Frisco, Texas

Memorandum

To: **Mayor and City Council**

From: **Ron K. Patterson, Assistant City Manager**

CC: **George Purefoy, City Manager**

Date: **March 27, 2013**

Re: **Consider and act upon approval of an Impact Fee and Development Agreement by and between Central Frisco, Ltd. and the City of Frisco, Texas.**

Action Requested:

Approval of an impact fee and development agreement for the development of a 17.424± acre commercial tract located on the southeast corner of FM423 and Panther Creek Parkway.

Background Information:

This impact fee and development agreement is to recognize the dedication, by the Developer, at no cost to Frisco the following:

1. 3.906 acres of land as right-of-way for Panther Creek Parkway
2. A 10' water easement (0.2562 acres)
3. A 20' temporary construction easement (0.5181 acres)
4. A 15' sewer easement (0.3155 acres)
5. Two drainage easements (0.128 and 0.156 acres)
6. A 20' x 20' easement for the location of sewer lift station

The city will provide the following in recognition of the above dedications:

1. Due to the existing topographic (elevation) issues on the site which are compounded by the final alignment and elevation of the FM 423 improvements, as well as, the depth of a City sewer force main in and along the eastern and southern boundaries of the property:
   a. Install a sewer lift station.

b. Waive the neighborhood access requirement for a roadway connection to Sandusky Drive so long as the Property can meet all circulation and fire access requirements without such connection. However, there shall remain a requirement for the Developer to install a pedestrian access point to be provided via a five (5) foot sidewalk connecting to Sandusky Drive.

2. Abandon the old Smith Road right-of-way and a portion of a 16' utility easement immediately adjacent to the Smith Road right-of-way. Both the right-of-way and utility easement are no longer required due to the realignment of Panther Creek Parkway.
3. Assess thoroughfare impact fees against the property at a rate not to exceed Ten Thousand and No/100 Dollars ($10,000.00) per gross acre and in recognition of the Developer's participation in the actual construction cost of Panther Creek Parkway there will also be a credit applied to the thoroughfare impact fees not to exceed One Hundred Thirty Thousand Five Hundred Two and 00/100 Dollars ($130,502.00).

Alternatives:

The City Council could consider the following alternatives:

- Table the Resolution.
- Not pass the Resolution.
- Direct staff to make changes or modifications.

Financial Considerations:

The only financial obligation is the construction of the sewer lift station. Funds have been set aside in current utility bond funds for this project.

Legal Review:

The agreement has been reviewed by Courtney Kuykendall of the City Attorney's office.

Supporting Documents:

Proposed Impact Fee and Development Agreement

Staff Recommendation:

Staff recommends passage as submitted.

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

IMPACT FEE AND DEVELOPMENT AGREEMENT
BETWEEN CENTRAL FRISCO, LTD.
AND THE CITY OF FRISCO, TEXAS

THIS IMPACT FEE and DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this _____ day of _____, 2013 (the "effective date of the Agreement"), by and between the City of Frisco, Texas, a Texas municipal corporation ("Frisco"), and Central Frisco, Ltd., a Texas limited partnership ("Developer").

WHEREAS, Developer is the owner of that certain tract of land, save and except that portion conveyed to the Texas Department of Transportation which is generally depicted on ***Exhibit "10"*** labeled as right-of-way parcels 20 and 21, attached hereto and incorporated herein for all purposes, situated in the City of Frisco, Denton County, Texas, containing approximately 17.424± acres, situated in the M.E.P. & P.R.R. Survey, Abstract Number 917, as more particularly described and depicted on ***Exhibit "1",*** attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to recognize certain Developer's previously dedicated right-of-way for the construction of Panther Creek Park Way ("Panther Creek") as well as recognize Developer's participation in the actual construction cost of Panther Creek and associated water and drainage infrastructure, as well as acquire additional easements for the construction of water, sewer and drainage infrastructure as provided herein; and

WHEREAS, Developer desires to fulfill its obligation to pay thoroughfare 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, 12-03-12 and any other amendment, as they exist or may amended (individually and collectively the "Impact Fee Ordinance"); and

WHEREAS, Developer and Frisco agree that Developer may fulfill its obligation to pay thoroughfare impact fees in the manner set forth herein.

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

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

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

3. **Dedications/Conveyances/Easements.**

a. The Agreement recognizes a portion of 3.906 acres of land, more or less, of the Property being dedicated as right-of-way by the Grayhawk Addition plat which was filed

January 23, 2003 in Denton County Land Records, Cabinet U Pages 843-844 as further described in ***Exhibit "2"*** attached hereto and incorporated herein for all purposes (the "Dedicated ROW"). Developer acknowledges and agrees that regardless of the language included on the above-referenced plat, the Dedicated ROW was dedicated to Frisco in fee simple. Such right-of-way was dedicated to Frisco at no cost to Frisco for the construction of a portion of Panther Creek and related drainage improvements. The Dedicated ROW is also generally depicted on ***Exhibit "10"***.

b. Simultaneously with its execution of this Agreement, Developer shall dedicate and convey to Frisco at no cost to Frisco, in perpetuity and pursuant to a fifteen (15) foot sewer easement attached hereto as ***Exhibit "3"*** and incorporated herein for all purposes, 0.3155 acres of land, more or less, of the Property, as an easement for the construction of a portion of a sewer line and related facilities as may be required (the "Sewer Easement"). The Sewer Easement is also generally depicted on ***Exhibit "10"***.

c. Simultaneously with its execution of this Agreement, Developer shall dedicate and convey to Frisco at no cost to Frisco, in perpetuity and pursuant to a ten (10) foot water easement attached hereto as ***Exhibit "4",*** and incorporated herein for all purposes, three (3) parcels being 0.2173 acres, 0.0067 acres, and 0.0322 acres individually and collectively 0.2562 acres of land, more or less, of the Property, as an easement for a portion of a water line and related facilities as may be required (the "Water Easement").The Water Easement is also generally depicted on ***Exhibit "10"***. In addition to the Water Easement and simultaneously with its execution of this Agreement, Developer shall convey to Frisco at no cost to Frisco, a twenty (20) foot temporary construction easement by the instrument attached hereto as ***Exhibit "5",*** and incorporated herein for all purposes, three (3) parcels being 0.4423 acres, 0.0135 acres, and 0.0623 acres individually and collectively 0.5181 acres of land, more or less, of the Property, as an easement for the construction of a portion of a water line and related facilities as may be required (the "Temporary Construction Easement - Water").

d. Simultaneously with its execution of this Agreement, Developer shall dedicate and convey to Frisco at no cost to Frisco, in perpetuity and pursuant to two (2) drainage easements attached hereto as ***Exhibit "6"*** (the "Drainage Easement 21E1") and ***Exhibit "7"*** (the "Drainage Easement 21E2") and incorporated herein for all purposes, consisting 0.128 acres and 0.156, respectively of land, more or less, of the Property, as an easement for the construction of drainage facilities (collectively the "Drainage Easements"). The Drainage Easements are also generally depicted on ***Exhibit "10"***.

e. Frisco shall execute simultaneously with the execution of this Agreement the form of the two (2) releases attached hereto as ***Exhibit "8"*** and incorporated herein for all purposes, to release all of the Smith Road right-of-way and that portion of the 16' utility easement immediately adjacent to the Smith Road right-of-way (separately, "ROW Release" and "Partial Utility Easement Release"). The ROW Release and Partial Utility Easement Release are also generally depicted on ***Exhibit "10"***.

f. Due to the existing topographic (elevation) issues on the site which are compounded by the final alignment and elevation of the FM 423 improvements, as well as, the depth of a Frisco sewer force main in and along the eastern and southern boundaries of the Property, Frisco shall:

i. At the time of development, waive the neighborhood access requirement for a roadway connection to Sandusky Drive so long as the Property can meet all circulation and fire access requirements without such connection. The location of this subject access point is generally depicted on ***Exhibit "10".*** However, there shall remain a requirement for the Developer to install a pedestrian access point to be provided via a five (5) foot sidewalk connecting to Sandusky Drive and such sidewalk can be placed over the existing force mains, if necessary; and

ii. Construct, at its sole expense, a sewer lift station and associated force main to be located on the Property with the outfall being into an existing 8" sewer line located offsite in Seymour Drive or Sandusky Drive, as determined by Frisco (the "Lift Station") subject to the following:

a) Lift Station shall be designed and sized to accept flow from the Property; and

b) The Lift Station shall be generally located on the north western portion of the Property, as generally depicted on ***Exhibit "10"***, with the final location to be determined at the time Developer submits the internal sewer infrastructure engineering plans for review and approval by Frisco; and

c) Developer shall dedicate, at no cost to Frisco, a 40' x 40' temporary construction easement, in a form acceptable to Frisco, for the construction of the Lift Station. Such temporary construction easement shall automatically expire after final acceptance of the Lift Station by Frisco. Further, Developer shall dedicate by plat, at no cost to Frisco, a 20' x 20' permanent easement for the Lift Station for operation and maintenance of such facility. To facilitate operation and maintenance of the Lift Station, such easement shall be adjacent to either a public right-of-way, a public fire lane or other designated access as mutually agreed to by both parties, however, the easement will be in a designated location that allows for the proper amount of space and slope to be safely accessed by Frisco personnel and equipment required to service the Lift Station. Such 20' x 20' easement may be incorporated into parking spaces, drives, and landscape buffers so as to minimize impact to the Property. However, such incorporation into (1) drives, only so long as such location allows the drive to be closed during times of repair and\or maintenance of the Lift Station and still provide access to the Property and the businesses located therein, and (2) landscaping buffers, only so long as no plantings interfere with the operation of, or access to, the Lift Station. The placement of the Lift Station within a landscape buffer shall be reflected on the landscape plan, when submitted, and this provision in no way modifies the landscape requirements, except for the 20' x 20' Lift Station easement requirement. In addition to the 20' x 20' easement Developer shall provide a ten foot (10') easement for the force main from the Lift Station back

to the Seymour Drive or Sandusky Drive outfall described above. Frisco shall use its best efforts to collocate with any internal sewer service lines that are installed by Developer to service the Property with the Lift Station force main. The exact alignment will be determined by the Developer at the time of development.

d) Design and construction of the Lift Station shall not be required until such time as (1) Developer provides written notice to the Director of Engineering that the Lift Station is required for sewer service to the Property and requests design of the Lift Station to begin. Thereafter, Frisco shall use its best efforts to design and complete the Lift Station within six (6) months. (2) Developer will dedicate the anticipated easements for the Lift Station and force main via the initial conveyance plat, unless otherwise agreed to by both parties. Frisco will not be required to commence with construction until said conveyance plat or agreed to easement document is recorded in Denton County, Texas. (3) Frisco will use all reasonable efforts to coordinate, schedule and construct the Lift Station and force main in concert with the Developers onsite infrastructure improvements.

4. **Impact Fees.** This Section 4 of this Agreement shall only apply to thoroughfare impact fees. The Property shall be subject to the thoroughfare impact fee schedule in effect at the time of development; provided however, if the Developer complies with the terms and conditions of this Agreement thoroughfare impact fees assessable against the Property shall not exceed Ten Thousand and No/100 Dollars ($10,000.00) per gross acre.

Such thoroughfare impact fees shall be assessed at the rate outlined above and in recognition of the Developer's participation in the actual construction cost of Panther Creek Parkway in the amount reflected in ***Exhibit "9"***, which is attached hereto and incorporated herein for all purposes, there shall be a credit applied not to exceed One Hundred Thirty Thousand Five Hundred Two and 00/100 Dollars ($130,502.00) (the "Credit Amount").

Should the total thoroughfare impact fees exceed the Credit Amount the remaining balance of fees shall be due and payable at the time of assessment. Should the Credit Amount exceed the total thoroughfare fees Frisco has no obligation to pay Developer the difference nor is the Credit Amount transferable to any other party, person, entity or property.

5. **Default.** If Developer fails to comply with the provisions of this Agreement, Frisco shall have 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. to file this instrument in the Land Records of Denton County as a lien and/or encumbrance on the Property; and/or

c. to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or

d. to seek specific enforcement of this Agreement.

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.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and the Property and shall be binding upon the Developer, its 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.

7. **Limitations of Agreement**. The parties hereto acknowledge that this Agreement is limited to the dedication of land for right-of-way water, drainage and sanitary sewer easements, thoroughfare impact fees and the abandonment of a defined right-of-way and utility easement. Frisco ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, sewer and water 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.

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

If to Frisco, addressed to it at:
City of Frisco
City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5100
Facsimile: (972) 292-5122

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

If to Developer, addressed to it at:
Central Frisco Ltd.
13455 Noel Road, Suite 2000
Dallas, Texas 75240
Attn: Greg Allen
Telephone: (214) 368-6100
Facsimile: (214) 368-5415

With a copy to:
Van Nichols
1341 S. Preston Road, Suite C
Celina, Texas 75009
Telephone: (214) 533-7166
Facsimile: (972) 382-4774

9. **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, ASSIGNESS, 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 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) DAY 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 TO 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.

10. **PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPER'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.

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

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

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

ii. DEVELOPER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

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

11. **Vested Rights/Chapter 245 Waiver.** The signatories hereto shall be subject to all ordinances of Frisco, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Frisco with fair notice of 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.**

12. **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.

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

14. **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.

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

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

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

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

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

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

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

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

23. **Assignment/Binding Effect.** As previously stated herein, this Agreement and the rights, duties and obligations set forth herein constitute a covenant running with the land unless otherwise assigned in strict accordance with this Paragraph. In order to assign this Agreement, the following conditions must be met:

a. 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 the Frisco;

b. 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;

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

d. Developer shall provide Frisco with the name, address, phone number, fax number and the name of a contact person for the assignee.

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

24. **Indemnification.** The parties agree that the Indemnity provisions set forth in Paragraphs 9 and 10 herein are conspicuous, and the parties have read and understood the same.

25. **Construction.** All construction described herein shall be subject to and in compliance with all ordinances of Frisco, 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.

26. **Conveyances.** All conveyances required herein shall be made in a form acceptable to Frisco and free and clear of any and all encumbrances.

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

28. **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, vendors, grantees and/or trustees.

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

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.

*****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*****

FRISCO:

By: _____
George Purefoy, City Manager

DEVELOPER:

CENTRAL FRISCO, LTD.,
a Texas limited partnership

By: ALR General, LC,
its General Partner

By: Eland Energy, Inc.
its Manager

By: _____
Greg Allen, President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Gregg Allen**, 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 **Central Frisco, Ltd., a Texas limited partnership**, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

EXHIBIT "1"
"Property" Description

[Two (2) Pages Attached]

LEGAL DESCRIPTION

BEING, a tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 917 in the City of Frisco, Denton County, Texas, being all of the O.D. Whitsell Addition, an addition to the City of Frisco, Denton County, Texas, as described Cabinet G, Page 329, the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING, at a ½ inch iron rod at the northwest corner of a 360.210 acre tract, as described in Clerks File No. 99-R0114439, in the Deed Records of Denton County, Texas;

THENCE, South 00°40'15" West, along the west line of said 360.210 acre tract, for a distance of 45.45 feet, to the POINT OF BEGINNING being the northeast corner of said O.D. Whitsell Addition;

THENCE, South 00°40'15" West, continuing along said west line and with the east line of said O.D. Whitsell Addition, for a distance of 942.07 feet, to a ½ inch iron rod being the southeast corner of said O.D. Whitsell Addition and being an interior ell corner of said 360.210 acre tract;

THENCE, South 89°19'54" West, along the south line of said O.D. Whitsell Addition, for a distance of 685.91 feet, to a ½ inch iron rod;

THENCE, North 43°54'04" West, continuing along said south line, for a distance of 140.85 feet, to a ½ inch iron rod in the east line of F.M. 423;

THENCE, North 00°37'24' West, along the west line of said O.D. Whitsell Addition and with the east line of said F.M. 423, for a distance of 151.02 feet, to a ½ inch iron rod at the point of curvature of a curve to the right, having a radius of 1860.08 feet, a central angle of 25°05'41", and a tangent of 776.47 feet;

THENCE, continuing along said west and east line for an arc distance of 782.22 feet (Chord Bearing North 11°25'26" East - 396.98 feet), to a ½ inch iron rod;

THENCE, North 25°21'05" East, continuing along said west and east lines, for a distance of 144.66 feet, to a ½ inch iron rod;

THENCE, South 64°38'55" East, departing the east line of said F.M. 423, for a distance of 194.05 feet, to a ½ inch iron rod;

THENCE, South 71°10'29" East, for a distance of 150.98 feet, to a ½ inch iron rod set at the point of curvature of a curve to the left, having a radius of 1360.00 feet, a central angle of 10°54'52", and a tangent of 129.93 feet;

THENCE, along said curve to the left for an arc distance of 259.07 feet (Chord Bearing South 75°59'15" East - 258.68 feet), to the POINT OF BEGINNING and containing 17.424 acres of land.

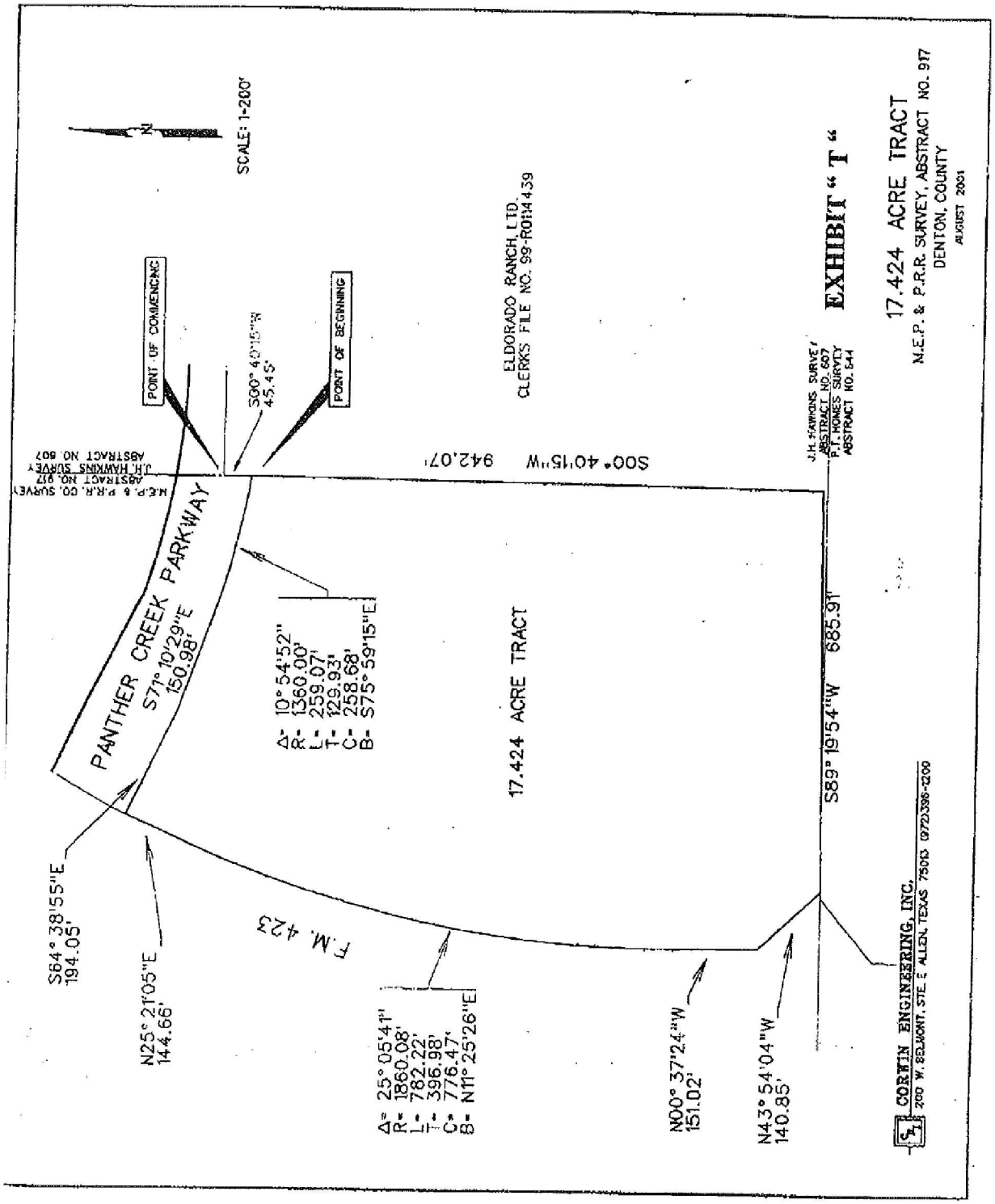
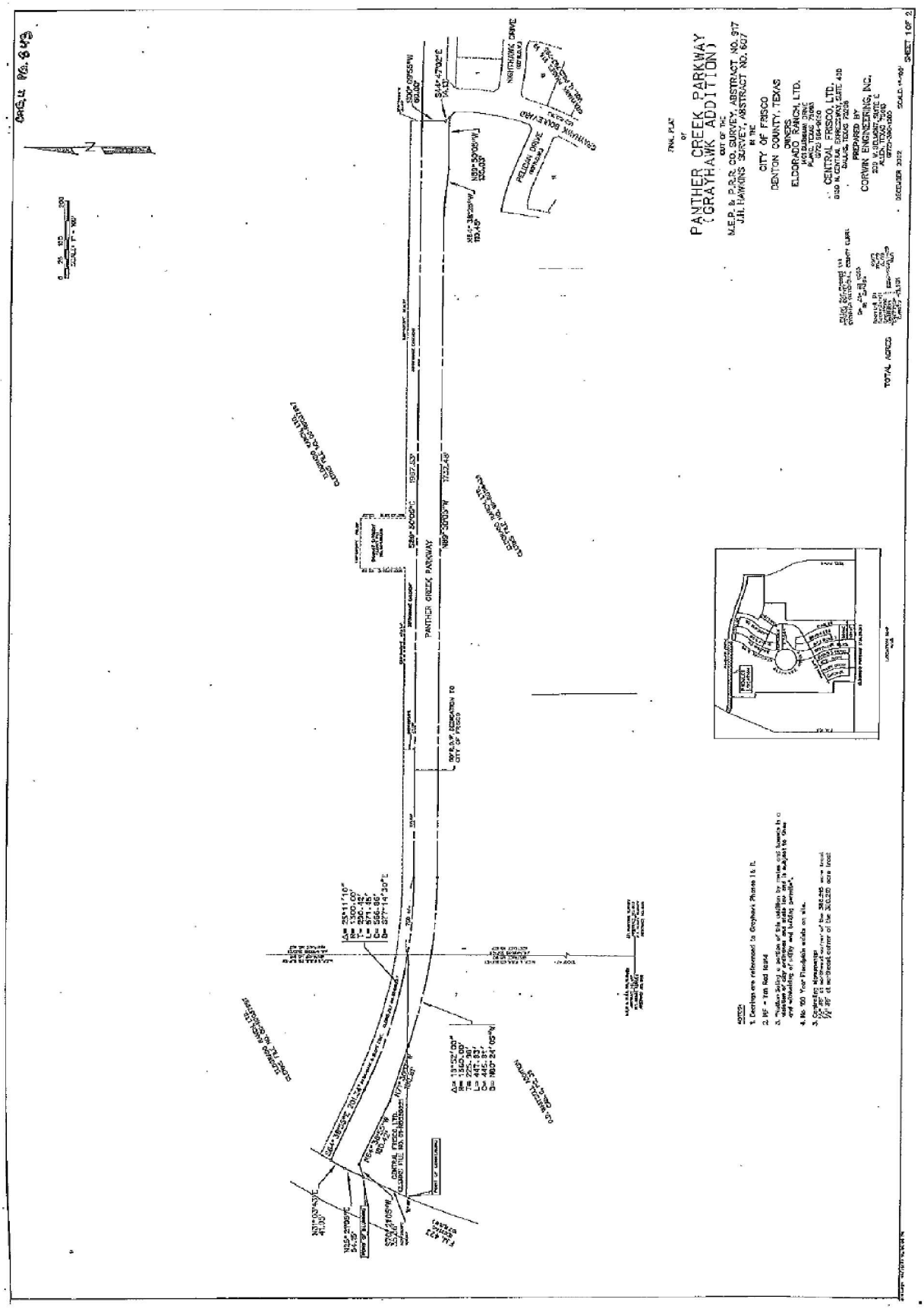

EXHIBIT " T "
17.424 ACRE TRACT
N.E.P. & P.R.R. SURVEY, ABSTRACT NO. 917
DENTON, COUNTY
AUGUST 2001
SCALE: 1-200'
N
POINT OF COMMENCING
POINT OF BEGINNING
S00° 40'15"W 942.07'
S00° 40'15"W 45.45'
ELDORADO RANCH, LTD.
CLERKS FILE NO. 99-R0134439
J.H. HAWKINS SURVEY
ABSTRACT NO. 607
P.F. HOMES SURVEY
ABSTRACT NO. 644
M.E.P. & P.R.R. CO. SURVEY
ABSTRACT NO. 917
J.H. HAWKINS SURVEY
ABSTRACT NO. 607
PANTHER CREEK PARKWAY
S71° 10'29"E
150.98'
Δ= 10° 54'52"
R= 1360.00'
L= 259.07'
T= 129.93'
C= 258.68'
B= S75° 59'15"E
17.424 ACRE TRACT
S89° 19'54"W 685.91'
S64° 38'55"E
194.05'
N25° 21'05"E
144.66'
F.M. 423
Δ= 25° 05'41"
R= 1860.08'
L= 782.22'
T= 396.98'
C= 776.47'
B= N11° 25'26"E
N00° 37'24"W
151.02'
N43° 54'04"W
140.85'
CORWIN ENGINEERING, INC.
200 W. BELMONT, STE. E ALLEN, TEXAS 75013 (972)396-1200

EXHIBIT "2"
"Dedicated ROW"
[Grayhawk Addition Plat with
Panther Creek Parkway Right-of-Way Dedication]
(Portion of 3.906 ac.)

[Two (2) Pages Attached]


FINAL PLAT
OF
PANTHER CREEK PARKWAY
(GRAYHAWK ADDITION)
CITY OF FRISCO
DENTON COUNTY, TEXAS
OWNERS
ELDORADO RANCH, LTD.
CENTRAL FRISCO, LTD.
PREPARED BY
CORWIN ENGINEERING, INC.
DECEMBER 2022
SHEET 1 OF 2
PANTHER CREEK PARKWAY
PELICAN DRIVE
NIGHTHAWK DRIVE
TOTAL ACRES

Page 19 of 81
616975.1

EXHIBIT "3"
"Sewer Easement"
(0.3155 ac.)

[Seven (7) Pages Attached]

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

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

SEWER LINE EASEMENT

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

That **CENTRAL FRISCO, LTD.**, A Texas limited partnership, ("Grantor") whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain an underground, save and except manholes and valves, sewer line and other underground facilities necessary to operate and maintain said line (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the City of Frisco, Denton County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part

thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. Notwithstanding anything to the contrary herein, Grantee shall not, in any way, be encumbered and/or prohibited from reasonably accessing the Easement Property for the purposes described herein.

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

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape, so long as such landscaping is not within six (6) feet of the Facilities, and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

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

The easement rights and privileges granted herein are non-exclusive but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

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

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

[SIGNATURES TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____day of _____, 2013.

GRANTOR:
CENTRAL FRISCO, LTD.,
a Texas limited partnership

By: ALR General, LC,
its General Partner

By: Eland Energy, Inc.
its Manager

By: _____
Gregg Allen, President

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By:_____
George Purefoy, City Manager

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Gregg Allen, known to me to be the person whose name is subscribed hereto; he acknowledged to me he is the President and duly authorized representative of **CENTRAL FRISCO, LTD.,** a Texas limited partnership, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____day of _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____DAY OF _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

Exhibit "A"
To Sewer Easement

PARCEL 3

15-FOOT WIDE SANITARY SEWER EASEMENT
13,743 SQUARE FEET
M.E.P. & P.R.R. SURVEY, ABSTRACT 917
CITY OF FRISCO, DENTON COUNTY, TEXAS

BEING 13,743 square feet situated in the M.E.P. & P.R.R. SURVEY, ABSTRACT 917, Denton County, Texas and the O. D. WHITSELL ADDITION, an Addition to the City of Frisco according to the plat thereof recorded in Cabinet G, Page 39 of the Plat Records, Denton County, Texas (PRDCT) and further described as follows:

BEGINNING at a point on the southerly right-of-way of Panther Creek Parkway (a 120-foot wide right-of-way) and being North 81°29'48" West, 16.17 feet from the northeasterly corner of said WHITSELL ADDITION and on the westerly line of a 16-foot wide utility easement as shown on said plat;

THENCE South 00°14'38" West along said westerly line, 914.88 feet to a point on the northerly line of a 30-foot wide utility easement as shown on said plat and from which a ½-inch iron rod found for the southwesterly corner of said ADDITION bears South 26°35'07" East, 33.24 feet;

THENCE South 88°54'17" West along said northerly line, 15.00 feet;

THENCE North 00°14'38" East, 917.58 feet to said southerly line of Panther Creek Parkway and being the beginning of a non-tangent curve to the left;

THENCE Southeasterly, 15.18 feet along said southerly line of Panther Creek Parkway and the arc of said non-tangent curve to the left, having a central angle of 00°38'23", a radius of 1360.00 feet and whose long chord bears South 80°50'10" East, 15.18 feet to the **POINT OF BEGINNING** and **CONTAINING** a computed area of 13,743 square feet;

NOTE: Survey sketch to accompany this legal description.

NOTE: Directional control is based from the State Plane NAD 1983 data.

Prepared by: SURVCON INC.
Project No.: 60012880
Dated: November 15, 2006



S:\Survcon\Projects\60012880\Parcels\Parcel 3 legal.doc

Page 1 of 1

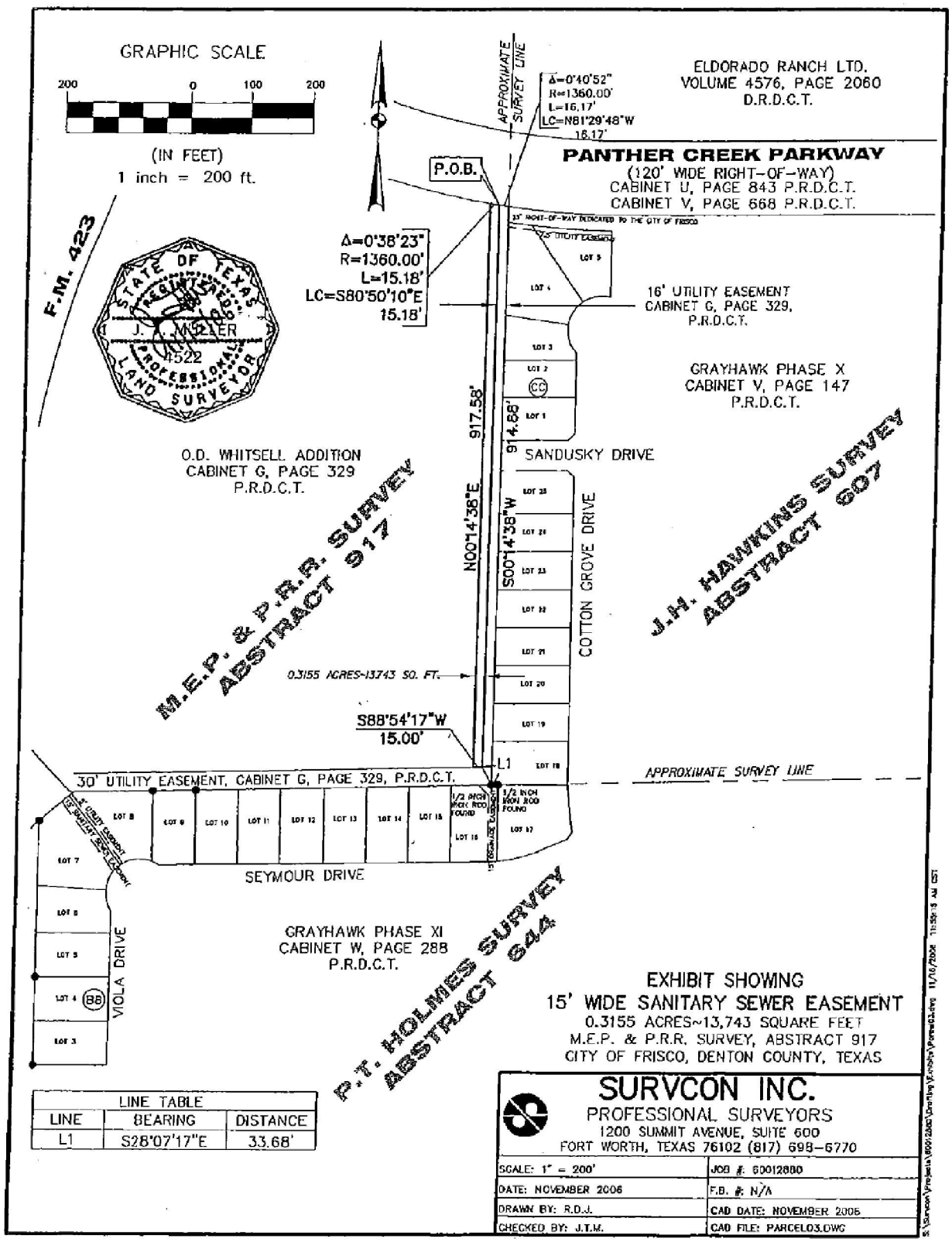

GRAPHIC SCALE
200 0 100 200
(IN FEET)
1 inch = 200 ft.
APPROXIMATE SURVEY LINE
Δ=0°40'52"
R=1360.00'
L=16.17'
LC=N81°29'48"W
16.17'
ELDORADO RANCH LTD.
VOLUME 4576, PAGE 2060
D.R.D.C.T.
PANTHER CREEK PARKWAY
(120' WIDE RIGHT-OF-WAY)
CABINET U, PAGE 843 P.R.D.C.T.
CABINET V, PAGE 668 P.R.D.C.T.
P.O.B.
F.M. 423
Δ=0°38'23"
R=1360.00'
L=15.18'
LC=S80°50'10"E
15.18'
16' UTILITY EASEMENT
CABINET G, PAGE 329,
P.R.D.C.T.
GRAYHAWK PHASE X
CABINET V, PAGE 147
P.R.D.C.T.
917.58'
914.88'
SANDUSKY DRIVE
O.D. WHITSELL ADDITION
CABINET G, PAGE 329
P.R.D.C.T.
M.E.P. & P.R.R. SURVEY
ABSTRACT 917
N00°14'38"E
S00°14'38"W
COTTON GROVE DRIVE
J.H. HAWKINS SURVEY
ABSTRACT 607
0.3155 ACRES-13743 SQ. FT.
S88°54'17"W
15.00'
L1
30' UTILITY EASEMENT, CABINET G, PAGE 329, P.R.D.C.T.
APPROXIMATE SURVEY LINE
SEYMOUR DRIVE
VIOLA DRIVE
GRAYHAWK PHASE XI
CABINET W, PAGE 288
P.R.D.C.T.
P.T. HOLMES SURVEY
ABSTRACT 644
EXHIBIT SHOWING
15' WIDE SANITARY SEWER EASEMENT
0.3155 ACRES~13,743 SQUARE FEET
M.E.P. & P.R.R. SURVEY, ABSTRACT 917
CITY OF FRISCO, DENTON COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
J. M. ZELLER
4522
PROFESSIONAL
LAND SURVEYOR
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S28°07'17"E | 33.68'
SURVCON INC.
PROFESSIONAL SURVEYORS
1200 SUMMIT AVENUE, SUITE 600
FORT WORTH, TEXAS 76102 (817) 698-6770
SCALE: 1" = 200'
JOB #: 60012880
DATE: NOVEMBER 2006
F.B. #: N/A
DRAWN BY: R.D.J.
CAD DATE: NOVEMBER 2006
CHECKED BY: J.T.M.
CAD FILE: PARCEL03.DWG

EXHIBIT "4"
"Water Easement"
(Consisting of three parcels being 0.2173 ac., 0.0067 ac., and 0.0322 ac. collectively 0.2562 ac.)

[Eleven (11) Pages Attached]

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

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

WATER LINE EASEMENT

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

That **CENTRAL FRISCO, LTD.**, A Texas limited partnership, ("Grantor") whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain an underground, save and except fire hydrants and valves, water line and other underground facilities necessary to operate and maintain said line (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the City of Frisco, Denton County, Texas, as more particularly described in and depicted as three separate parcels on Exhibits "A", "B", "C", "D", "E", and "F", attached hereto and incorporated herein for all purposes (the "Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that (1) any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee and (2) for the portion of the water line that extends from the northern property line 580 feet south the maximum elevation of the top of the water line, as measured from mean sea level, shall be 567 feet and for the portion of

the water line that extends from a point that is 580 feet south of the northern property line to the southern property line the maximum elevation of the top of the water line, as measured from mean sea level, shall be 575 feet . The elevation will also be adjusted to accommodate for the planned TxDOT culvert extensions (as noted on TxDOT's FM423 Improvement Plans) as necessary to provide storm sewer services to the Grantee's adjacent property.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. Notwithstanding anything to the contrary herein, Grantee shall not, in any way, be encumbered and/or prohibited from reasonably accessing the Easement Property for the purposes described herein.

If Grantee installs Facilities prior to Grantor making driveway and\or parking improvements on the Easement Property Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable.

If Grantee installs Facilities after the Grantor has made driveway and\or parking improvements on the Easement Property Grantee will after the ***initial installation only*** of the Facilities restore the surface of the Easement Property as close to the condition in which it was found before such work was under taken as is reasonably practicable within the Easement Property that were removed as a result of such work. Thereafter, any subsequent construction, reconstruction, or maintenance of the Facilities or additional Facilities Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for landscaping, trees, shrubs, structures, to include driveways, parking lots, and signage within the Easement Property that were removed as a result of such work.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

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

The easement rights and privileges granted herein are non-exclusive but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations

and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

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

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

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____day of _____, 2013.

GRANTOR:
CENTRAL FRISCO, LTD.,
a Texas limited partnership

By: ALR General, LC,
its General Partner

By: Eland Energy, Inc.
its Manager

By: _____
Gregg Allen, President

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By:_____
George Purefoy, City Manager

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Gregg Allen, known to me to be the person whose name is subscribed hereto; he acknowledged to me he is the President and duly authorized representative of **CENTRAL FRISCO, LTD.,** a Texas limited partnership, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____day of _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____DAY OF _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

Exhibit "A"
To Water Line Easement

LEGAL DESCRIPTION

BEING a 0.2173 of an acre tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 917, City of Frisco, Denton County, Texas, said tract being a part of a tract of land described in deed to Central Frisco Ltd., as recorded in Volume 4870, Page 4605, Deed Records Denton County, Texas (D.R.D.C.T.), said tract being a part of Lots 1–4, O.D. Whitsell Addition, as recorded in Cabinet G, Page 329, Plat Records Denton County, Texas (P.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod with an aluminum disc for an angle point in the easterly right–of–way line of F.M. 423 (variable width), said angle point being the southeast corner of a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012–55746, O.P.R.D.C.T.), said corner also being on the common line between the southwest line of said Lot 1, Whitsell Addition and the easterly right–of–way line of said F.M 423;

THENCE North 00 degrees 09 minutes 27 seconds East, along the east line of said State of Texas tract, a distance of 72.40 feet to a found 5/8 inch iron rod with an aluminum disc for corner;

THENCE North 01 degree 49 minutes 04 seconds West, continuing along the east line of said State of Texas tract, a distance of 138.41 feet to a found 5/8 inch iron rod with an aluminum disc for the beginning of a circular curve to the right, having a radius of 1,839.86 feet and whose chord bears North 06 degrees 18 minutes 11 seconds East, a distance of 336.06 feet;

THENCE Northeasterly, continuing along the east line of said State of Texas tract and said circular curve to the right, through a central angle of 10 degrees 28 minutes 48 seconds and an arc distance of 336.53 feet to a found 5/8 inch iron rod with an aluminum disc for the end of said curve;

THENCE North 17 degrees 21 minutes 24 seconds East, continuing along the east line of said State of Texas tract, a distance of 136.17 feet to a found 5/8 inch iron rod with an aluminum disc for corner;

THENCE North 19 degrees 29 minutes 58 seconds East, continuing along the east line of said State of Texas tract, a distance of 166.20 feet to the beginning of a circular curve to the right, having a radius of 1,827.86 feet and whose chord bears North 22 degrees 25 minutes 13 seconds East, a distance of 91.13 feet;

THENCE Northeasterly, along the east line of said State of Texas tract and said circular curve to the right, through a central angle of 02 degrees 51 minutes 25 seconds and an arc distance of 91.14 feet to a found 5/8 inch iron rod with an aluminum disc for the northeast corner of said State of Texas tract, said corner being on the north line of Lot 4 of said Whitsell Addition and the the south line of a Road Dedication (variable width), as recorded Cabinet G, Page 329, P.R.D.C.T.;

THENCE South 89 degrees 47 minutes 52 seconds East, along the south line of said Road Dedication and said north line, a distance of 10.92 feet to a point for corner, said corner being on a circular curve to the left, having a radius of 1,817.86 feet and whose chord bears South 22 degrees 29 minutes 29 seconds West, a distance of 94.88 feet;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 02 degrees 59 minutes 27 seconds and an arc distance of 94.89 feet to the end of said curve;

THENCE South 19 degrees 29 minutes 58 seconds West, a distance of 165.88 feet to a point for corner;

THENCE South 17 degrees 21 minutes 24 seconds West, a distance of 135.47 feet to a point for the beginning a circular curve to the left, having a radius of 1,829.86 feet and whose chord bears South 06 degrees 17 minutes 57 seconds West, a distance of 333.48 feet;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 10 degrees 27 minutes 22 seconds and an arc distance of 333.94 feet to the end of said curve;

THENCE South 01 degree 49 minutes 04 seconds East, a distance of 138.33 feet to a point for corner;

THENCE South 00 degrees 09 minutes 27 seconds West, a distance of 83.55 feet to a point on the south line of said Lot 1, Whitsell Addition;

THENCE North 42 degrees 09 minutes 59 seconds West, a distance of 29.70 feet to the POINT OF BEGINNING AND CONTAINING 9,465 square feet or 0.2173 acres of land more or less.

Basis of bearings being a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012–55746, O.P.R.D.C.T.

STATE OF TEXAS REGISTERED ALAN MOORE 5537 PROFESSIONAL LAND SURVEYOR

10/10/12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A plat of even date accompanies this metes and bounds description.

B000298.010

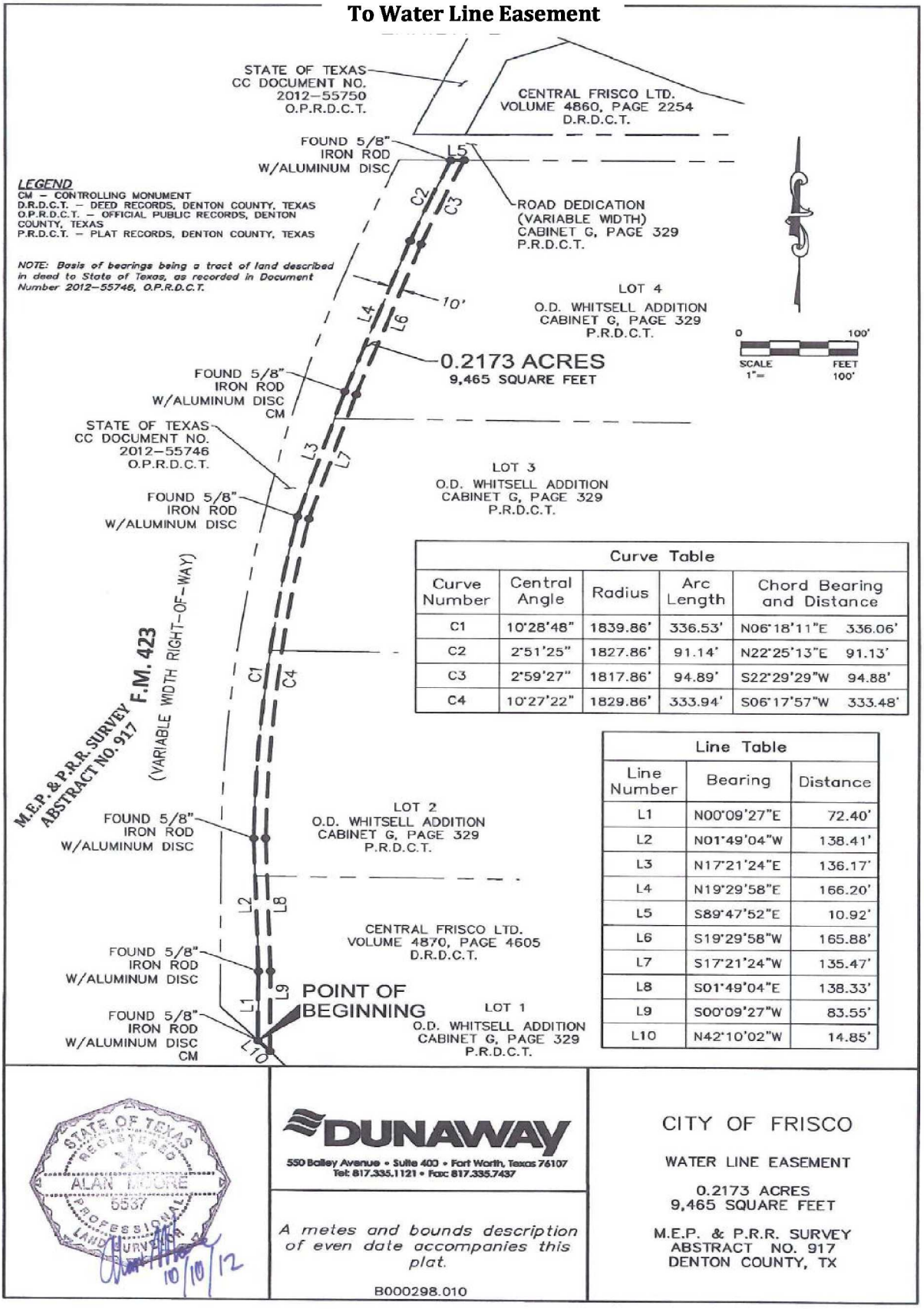
CITY OF FRISCO

WATER LINE EASEMENT

0.2173 ACRES
9,465 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "B"
To Water Line Easement



Curve Table				
Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	10°28'48"	1839.86'	336.53'	N06°18'11"E 336.06'
C2	2°51'25"	1827.86'	91.14'	N22°25'13"E 91.13'
C3	2°59'27"	1817.86'	94.89'	S22°29'29"W 94.88'
C4	10°27'22"	1829.86'	333.94'	S06°17'57"W 333.48'

Line Table		
Line Number	Bearing	Distance
L1	N00°09'27"E	72.40'
L2	N01°49'04"W	138.41'
L3	N17°21'24"E	136.17'
L4	N19°29'58"E	166.20'
L5	S89°47'52"E	10.92'
L6	S19°29'58"W	165.88'
L7	S17°21'24"W	135.47'
L8	S01°49'04"E	138.33'
L9	S00°09'27"W	83.55'
L10	N42°10'02"W	14.85'

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR
10/10/12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A metes and bounds description of even date accompanies this plat.

B000298.010

CITY OF FRISCO

WATER LINE EASEMENT

0.2173 ACRES
9,465 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "C"
To Water Line Easement

LEGAL DESCRIPTION

BEING a 0.0067 of an acre tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 917, City of Frisco, Denton County, Texas, said tract being a part of a tract of Road Dedication, as shown on O.D. Whitsell Addition, as recorded in Cabinet G, Page 329, Plat Records Denton County, Texas (P.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod with an aluminum disc for corner on the south right-of-way line of said Road Dedication, said corner being on the north line of a 16.888 acre tract of land of land described in deed to Central Frisco Ltd., as recorded in Volume 4870, Page 4605, Deed Records Denton County, Texas (D.R.D.C.T.) and the north line of Lot 4 of said Whitsell Addition, said corner being the northeast corner of a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55746, Official Public Denton County, Texas (O.P.R.D.C.T.);

THENCE North 24 degrees 22 minutes 01 seconds East, across said Road Dedication, a distance of 29.16 feet to a found 5/8 inch iron rod with an aluminum disc for corner on the north right-of-way line of said Road Dedication, said corner being on the south line of a 1.225 acre tract of land of land described in deed to Central Frisco Ltd., as recorded in Volume 4860, Page 2254, D.R.D.C.T., said corner being the southeast corner of a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55750, O.P.R.D.C.T.;

THENCE North 89 degrees 50 minutes 23 seconds East, along the north line of said Road Dedication and the south line of said 1.225 acre Central Frisco tract, a distance of 11.03 feet to a point for corner;

THENCE South 24 degrees 29 minutes 50 seconds West, across said Road Dedication, a distance of 29.26 feet to a point for corner on the south line of said Road Dedication and the north line of said 16.888 acre Central Frisco tract and said Lot 4;

THENCE North 89 degrees 47 minutes 52 seconds West, along the south line of said Road Dedication and said north line, a distance of 10.92 feet to the POINT OF BEGINNING AND CONTAINING 292 square feet or 0.0067 acres of land more or less.

Basis of bearings being a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55746, O.P.R.D.C.T.

STATE OF TEXAS
REGISTERED
HAL MOLLENKOPF
5439
PROFESSIONAL
LAND SURVEYOR
10/15/12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A plat of even date accompanies this metes and bounds description.

B000298.010

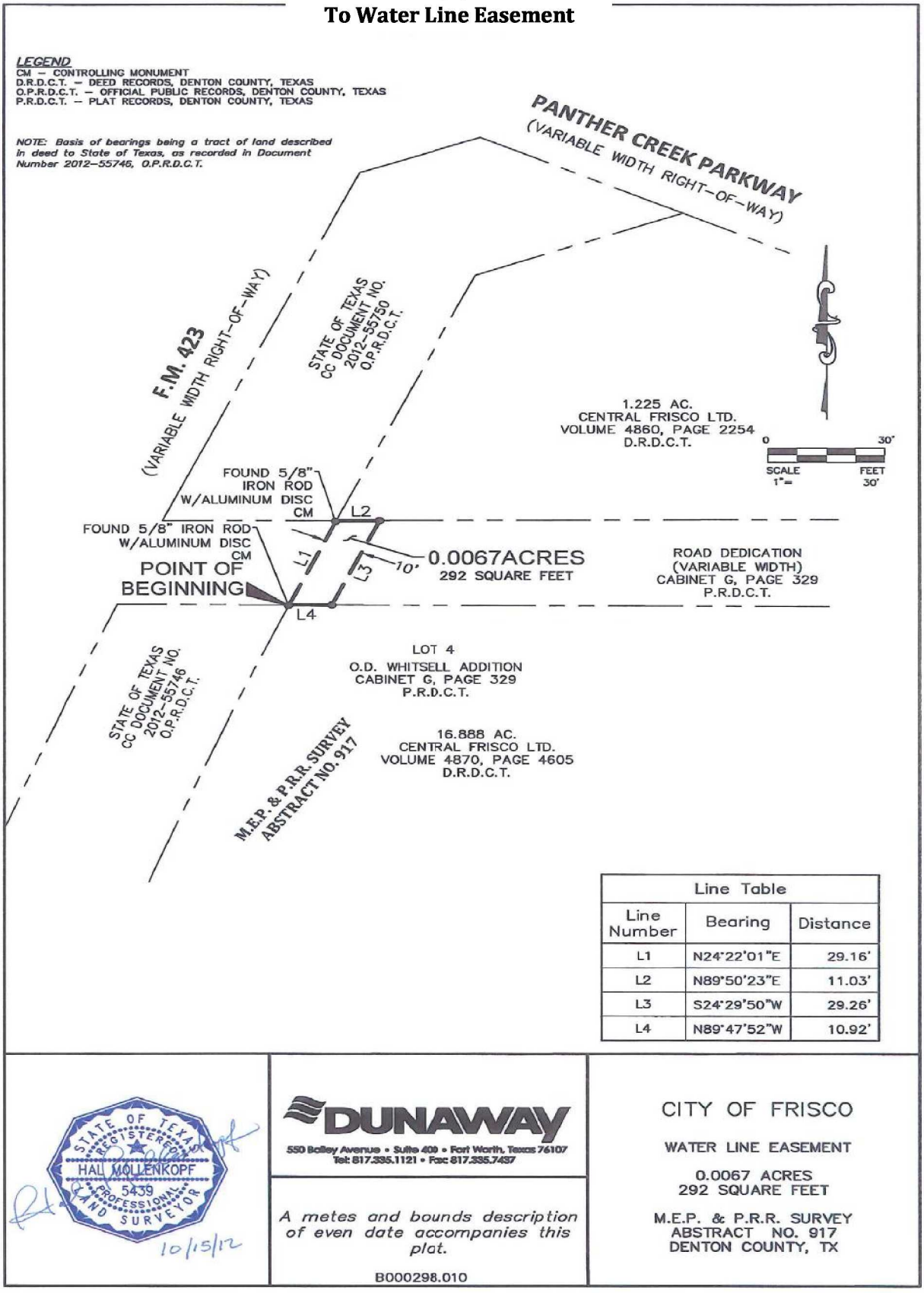
CITY OF FRISCO

WATER LINE EASEMENT

0.0067 ACRES
292 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "D"
To Water Line Easement



Line Table		
Line Number	Bearing	Distance
L1	N24°22'01"E	29.16'
L2	N89°50'23"E	11.03'
L3	S24°29'50"W	29.26'
L4	N89°47'52"W	10.92'

STATE OF TEXAS
REGISTERED
HALL MOLLENKOPF
5439
PROFESSIONAL
LAND SURVEYOR

10/15/12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax 817.335.7437

A metes and bounds description of even date accompanies this plat.

B000298.010

CITY OF FRISCO

WATER LINE EASEMENT

0.0067 ACRES
292 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "E"
To Water Line Easement

LEGAL DESCRIPTION

BEING a 0.0322 of an acre tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 917, City of Frisco, Denton County, Texas, said tract being a part of a tract of land described in deed to Central Frisco Ltd., as recorded in Volume 4860, Page 2254, Deed Records Denton County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod with an aluminum disc for the intersection of the southeasterly right-of-way line of F.M. 423 (variable width) with the north line of a Road Dedication (variable width), as recorded in Cabinet G, Page 329, of the Plat Records of Denton County, Texas (P.R.D.C.T.), said point being the southeast corner of a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55750, O.P.R.D.C.T.;

THENCE North 24 degrees 45 minutes 41 seconds East, along the southeasterly line of said State of Texas tract, a distance of 85.18 feet to a found 5/8 inch iron rod with an aluminum disc for corner;

THENCE North 69 degrees 46 minutes 49 seconds East, continuing along the southeasterly line of said State of Texas tract, a distance of 56.57 feet to a found 5/8 inch iron rod with an aluminum disc for the intersection of the southeasterly right-of-way line of said F.M. 423 with the southwesterly right-of-way line of Panther Creek Parkway (variable width);

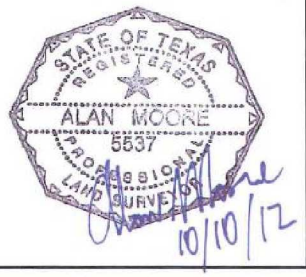
THENCE South 65 degrees 04 minutes 04 seconds East, along said southwesterly right-of-way line, a distance of 14.10 feet to a point for corner;

THENCE South 69 degrees 46 minutes 49 seconds West, departing said southwesterly right-of-way line and crossing said Central Frisco Ltd. tract, a distance of 62.37 feet to a point for corner;

THENCE South 24 degrees 45 minutes 41 seconds West, continuing across said Central Frisco Ltd. tract, a distance of 76.39 feet to a point on the north line of said Road Dedication recorded in Cabinet G, Page 329, P.R.D.C.T.;

THENCE South 89 degrees 50 minutes 23 seconds West, along said north line, a distance of 11.03 feet to the POINT OF BEGINNING AND CONTAINING 1,403 square feet or 0.0322 acres of land more or less.

Basis of bearings being a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55750, O.P.R.D.C.T.



DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A plat of even date accompanies this metes and bounds description.

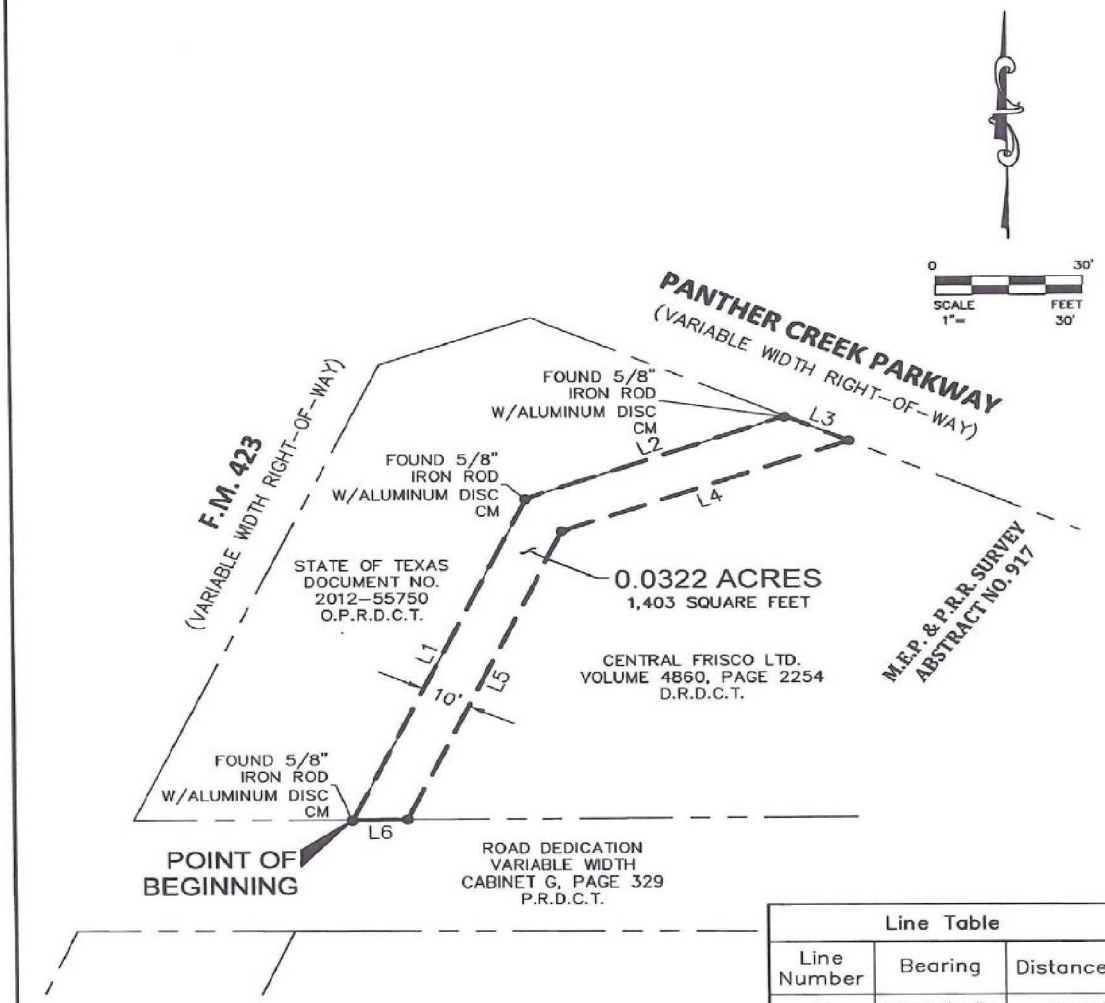
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CITY OF FRISCO
WATER LINE EASEMENT

0.0322 ACRES
1,403 SQUARE FEET

MEP & PRR SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "F"
To Water Line Easement



Line Table		
Line Number	Bearing	Distance
L1	N24°45'41"E	85.18'
L2	N69°46'49"E	56.57'
L3	S65°04'04"E	14.10'
L4	S69°46'49"W	62.37'
L5	S24°45'41"W	76.39'
L6	S89°50'23"W	11.03'

LEGEND
CM – CONTROLLING MONUMENT
D.R.D.C.T. – DEED RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T. – OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. – PLAT RECORDS, DENTON COUNTY, TEXAS

NOTE: Basis of bearings being a tract of land described in deed to State of Texas, as recorded in Document Number 2012-55750, O.P.R.D.C.T.

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR
10/10/12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A metes and bounds description of even date accompanies this plat.

B000298.010

CITY OF FRISCO
WATER LINE EASEMENT

0.0322 ACRES
1,403 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

EXHIBIT "5"
"Temporary Construction Easement – Water"
(Consisting of three parcels being 0.4423 ac., 0.0135 ac., and 0.0623 ac. collectively 0.5181 ac.)

[Ten (10) Pages Attached]

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

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

TEMPORARY CONSTRUCTION EASEMENT

(Water Line Facilities)

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

That **CENTRAL FRISCO, LTD.**, a Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a Texas municipal corporation ("Grantee") the receipt of which is hereby acknowledged, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee a temporary construction easement for the construction of a water line, together with all incidental improvements (the "Facilities"), upon and across certain real property owned by Grantor and located in the City of Frisco, Denton County, Texas as more particularly described in and depicted as three separate parcels on Exhibits "A", "B", "C", "D", "E", and "F", attached hereto and incorporated herein for all purposes (the "Easement Property"), with rights of ingress and egress for the construction of a water line and related improvements, such temporary construction easement terminating upon completion and acceptance of said water line improvements by Grantee.

TO HAVE AND TO HOLD the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns until expiration of this easement by its own terms.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee,

Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

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

If Grantee installs Facilities prior to Grantor making driveway and\or parking improvements on the Easement Property Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable.

If Grantee installs Facilities after the Grantor has made driveway and\or parking improvements on the Easement Property Grantee will after the ***initial installation only*** of the Facilities restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable within the Easement Property that were removed as a result of such work. Thereafter, any subsequent construction, reconstruction, or maintenance of the Facilities or additional Facilities Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for landscaping, trees, shrubs, structures, to include driveways, parking lots, and signage within the Easement Property that were removed as a result of such work.

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

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

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 2013.

GRANTOR:
CENTRAL FRISCO, LTD.,
a Texas limited partnership

By: ALR General, LC,
its General Partner

By: Eland Energy, Inc.
its Manager

By: _____
Gregg Allen, President

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By:_____
George Purefoy, City Manager

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Gregg Allen, known to me to be the person whose name is subscribed hereto; he acknowledged to me he is the President and duly authorized representative of **CENTRAL FRISCO, LTD.,** a Texas limited partnership, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____day of _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____DAY OF _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

Exhibit "A"
To Temporary Construction Easement - Water

LEGAL DESCRIPTION

BEING a 0.4423 of an acre tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 917, City of Frisco, Denton County, Texas, said tract being a part of a tract of land described in deed to Central Frisco Ltd., as recorded in Volume 4870, Page 4605, Deed Records Denton County, Texas (D.R.D.C.T.), said tract being a part of Lots 1–4, O.D. Whitsell Addition, as recorded in Cabinet G, Page 329, Plat Records Denton County, Texas (P.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at a point on the common line between the southwest line of said Lot 1, Whitsell Addition and the easterly right–of–way line of F.M 423, said point being South 42 degrees 09 minutes 59 seconds East, a distance of 14.85 feet from a found 5/8 inch iron rod with an aluminum disc for an angle point in said easterly right–of–way line, said angle point being the southeast corner of a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012–55746, O.P.R.D.C.T.);

THENCE North 00 degrees 09 minutes 27 seconds East, departing the southwesterly line of said Lot 1 and crossing said Lots 1–4 along the east line of a proposed 10–foot wide water line easement, a distance of 83.55 feet to a point for corner;

THENCE North 01 degree 49 minutes 04 seconds West, continuing along the east line of said proposed 10–foot wide water line easement, a distance of 138.33 feet to the beginning of a circular curve to the right, having a radius of 1,829.86 feet and whose chord bears North 06 degrees 17 minutes 57 seconds East, a distance of 333.48 feet;

THENCE Northeasterly, continuing along the east line of said proposed 10–foot wide water line easement and along said circular curve to the right, through a central angle of 10 degrees 27 minutes 22 seconds, an arc distance of 333.94 feet to the end of said circular curve;

THENCE North 17 degrees 21 minutes 24 seconds East, continuing along the east line of said proposed 10–foot wide water line easement, a distance of 135.47 feet to a point for corner;

THENCE North 19 degrees 29 minutes 58 seconds East, continuing along the east line of said proposed 10–foot wide water line easement, a distance of 165.88 feet to the beginning of a circular curve to the right, having a radius of 1,817.86 feet and whose chord bears North 22 degrees 29 minutes 29 seconds East, a distance of 94.88 feet;

THENCE Northeasterly, continuing along the east line of said proposed 10–foot wide water line easement and along said circular curve to the right, through a central angle of 02 degrees 59 minutes 27 seconds and an arc distance of 94.89 feet to a point on the north line of Lot 4 of said Whitsell Addition and the south line of a Road Dedication (variable width), as recorded Cabinet G, Page 329, P.R.D.C.T., said corner also being South 89 degrees 47 minutes 52 seconds East, a distance of 10.92 feet from a found 5/8 inch iron rod with an aluminum disc for the intersection of the easterly right of way line of said F.M. 423 with the south line of said Road Dedication, same being the northeast corner of said 0.6943 acre State of Texas tract;

THENCE South 89 degrees 47 minutes 52 seconds East, along the south line of said Road Dedication and said north line, a distance of 21.88 feet to a point for corner, said corner being on a circular curve to the left, having a radius of 1,797.86 feet and whose chord bears South 22 degrees 38 minutes 10 seconds West, a distance of 102.40 feet;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 03 degrees 15 minutes 49 seconds and an arc distance of 102.41 feet to the end of said curve;

THENCE South 19 degrees 29 minutes 58 seconds West, a distance of 165.25 feet to a point for corner;

THENCE South 17 degrees 21 minutes 24 seconds West, a distance of 134.08 feet to a point for the beginning a circular curve to the left, having a radius of 1,809.86 feet and whose chord bears South 06 degrees 17 minutes 27 seconds West, a distance of 328.32 feet;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 10 degrees 24 minutes 29 seconds and an arc distance of 328.77 feet to the end of said curve;

THENCE South 01 degree 49 minutes 04 seconds East, a distance of 138.17 feet to a point for corner;

THENCE South 00 degrees 09 minutes 27 seconds West, a distance of 105.86 feet to a point on said common line between the southwest line of said Lot 1, Whitsell Addition and the easterly right–of–way line of F.M 423;

THENCE North 42 degrees 09 minutes 59 seconds West, along said common line, a distance of 29.70 feet to the POINT OF BEGINNING AND CONTAINING 19,266 square feet or 0.4423 acres of land more or less.

Basis of bearings being a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012–55746, O.P.R.D.C.T.



DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax 817.335.7437

A plat of even date accompanies this metes and bounds description.

B000298.010

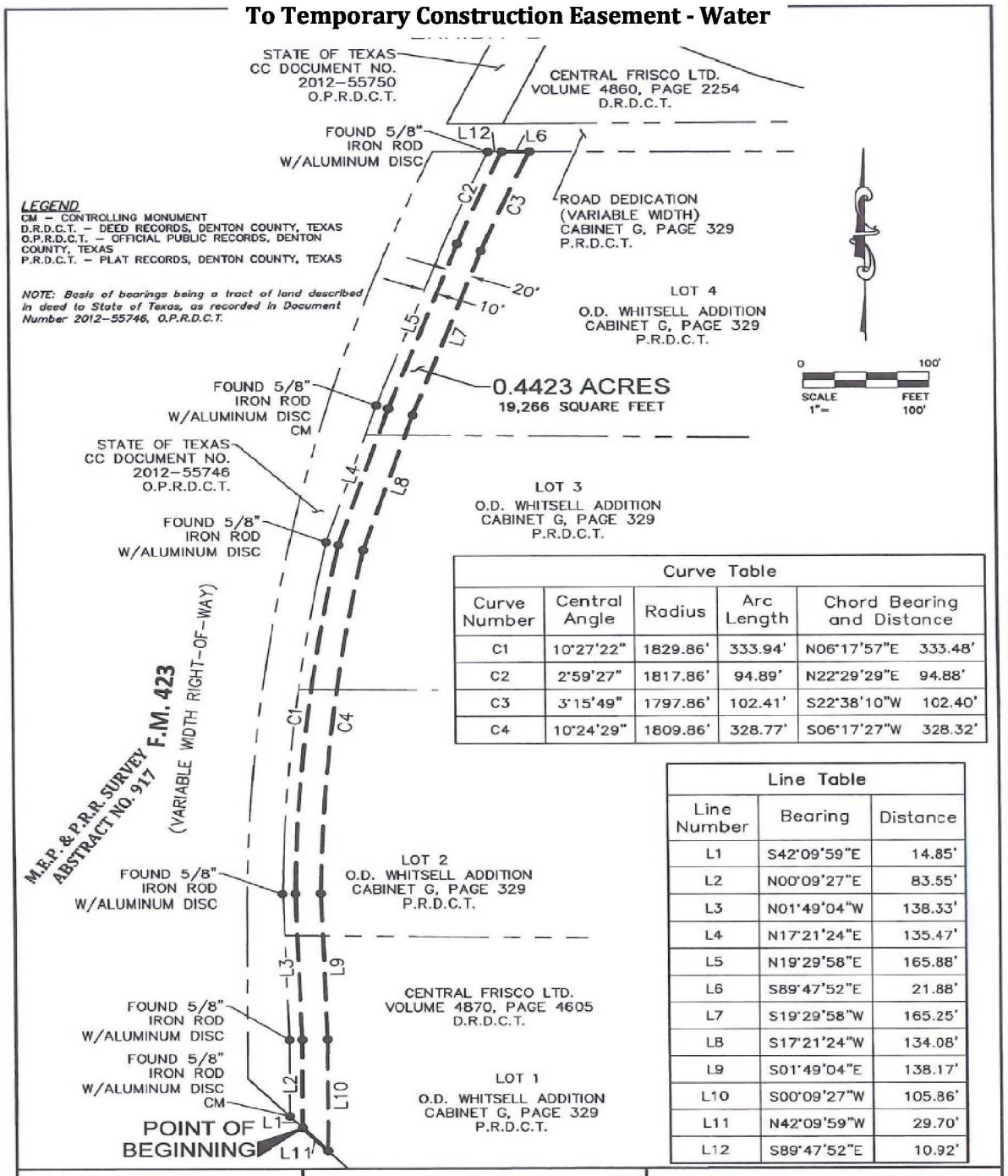
CITY OF FRISCO

TEMPORARY CONSTRUCTION EASEMENT

0.4423 ACRES
19,266 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "B"
To Temporary Construction Easement - Water



Curve Table				
Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	10°27'22"	1829.86'	333.94'	N06°17'57"E 333.48'
C2	2°59'27"	1817.86'	94.89'	N22°29'29"E 94.88'
C3	3°15'49"	1797.86'	102.41'	S22°38'10"W 102.40'
C4	10°24'29"	1809.86'	328.77'	S06°17'27"W 328.32'

Line Table		
Line Number	Bearing	Distance
L1	S42°09'59"E	14.85'
L2	N00°09'27"E	83.55'
L3	N01°49'04"W	138.33'
L4	N17°21'24"E	135.47'
L5	N19°29'58"E	165.88'
L6	S89°47'52"E	21.88'
L7	S19°29'58"W	165.25'
L8	S17°21'24"W	134.08'
L9	S01°49'04"E	138.17'
L10	S00°09'27"W	105.86'
L11	N42°09'59"W	29.70'
L12	S89°47'52"E	10.92'

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR
10/10/12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A metes and bounds description of even date accompanies this plat.

B000298.010

CITY OF FRISCO

TEMPORARY CONSTRUCTION EASEMENT

0.4423 ACRES
19,266 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "C"
To Temporary Construction Easement - Water

LEGAL DESCRIPTION

BEING a 0.0135 of an acre tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 917, City of Frisco, Denton County, Texas, said tract being a part of a tract of Road Dedication, as shown on O.D. Whitsell Addition, as recorded in Cabinet G, Page 329, Plat Records Denton County, Texas (P.R.D.C.T.), said tract being more particularly described as follows:

COMMENCING at a found 5/8 inch iron rod with an aluminum disc for corner on the south right-of-way line of said Road Dedication, said corner being on the north line of a 16.888 acre tract of land of land described in deed to Central Frisco Ltd., as recorded in Volume 4870, Page 4605, Deed Records Denton County, Texas (D.R.D.C.T.) and the north line of Lot 4 of said Whitsell Addition, said corner being the northeast corner of a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55746, Official Public Denton County, Texas (O.P.R.D.C.T.);

THENCE South 89 degrees 47 minutes 52 seconds East, along the south line of said Road Dedication and said north line, a distance of 10.92 feet to the POINT OF BEGINNING;

THENCE North 24 degrees 29 minutes 50 seconds East, across said Road Dedication, a distance of 29.26 feet to a point for corner on the north right-of-way line of said Road Dedication and the south line of a 1.225 acre tract of land of land described in deed to Central Frisco Ltd., as recorded in Volume 4860, Page 2254, D.R.D.C.T., from which a found 5/8 inch iron rod with an aluminum disc for corner the southeast corner of a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55750, O.P.R.D.C.T., bears South 89 degrees 50 minutes 23 seconds West, a distance of 11.03 feet;

THENCE North 89 degrees 50 minutes 23 seconds East, along the north line of said Road Dedication and the south line of said 1.225 acre Central Frisco tract, a distance of 22.05 feet to a point for corner;

THENCE South 24 degrees 41 minutes 33 seconds West, across said Road Dedication, a distance of 29.46 feet to a point for corner on the south line of said Road Dedication and the north line of said 16.888 acre Central Frisco tract and said Lot 4;

THENCE North 89 degrees 47 minutes 52 seconds West, along the south line of said Road Dedication and said north line, a distance of 21.88 feet to the POINT OF BEGINNING AND CONTAINING 587 square feet or 0.0135 acres of land more or less.

Basis of bearings being a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55746, O.P.R.D.C.T.



DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7487

A plat of even date accompanies this metes and bounds description.

B000293.010

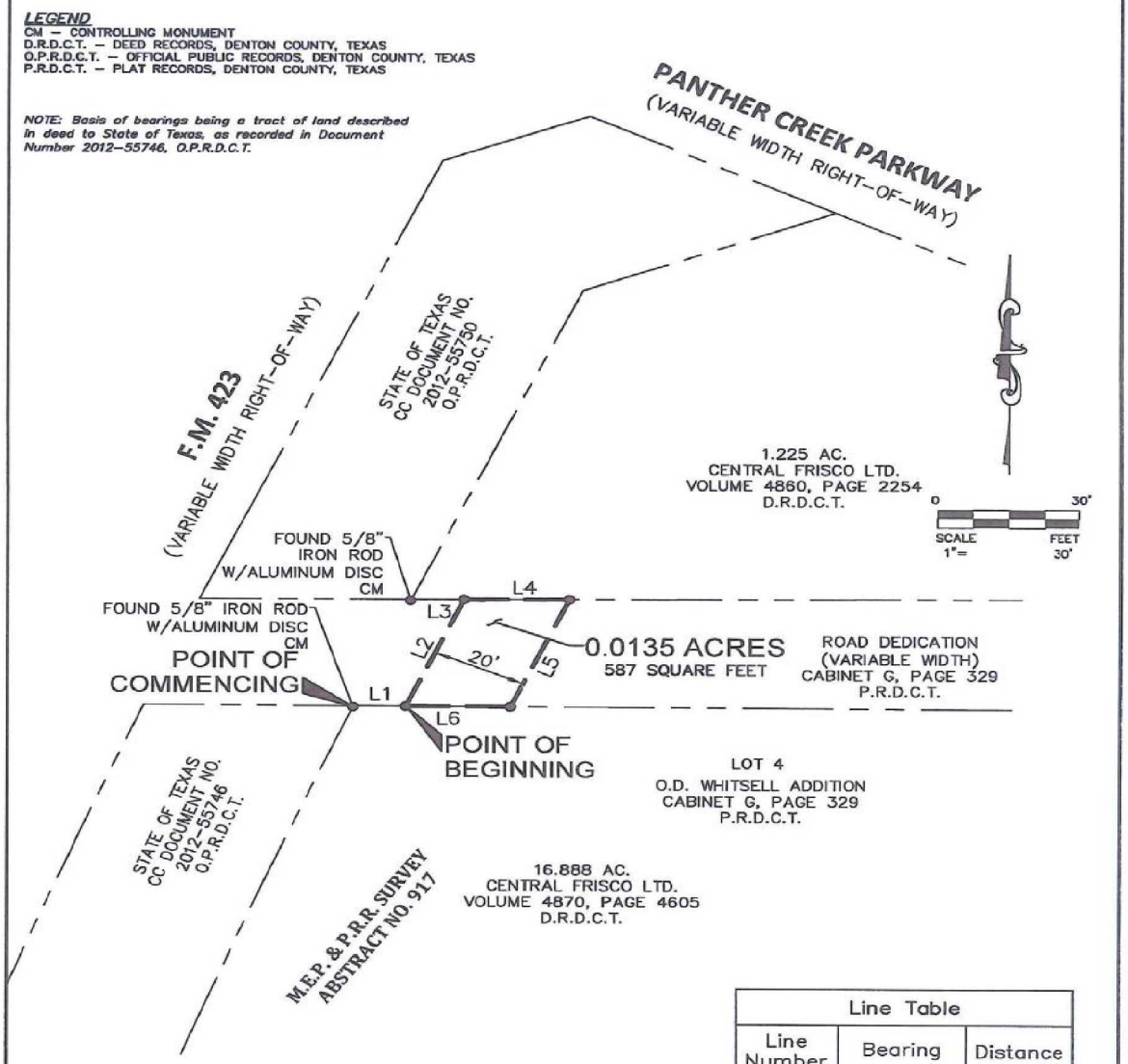
CITY OF FRISCO

TEMPORARY CONSTRUCTION EASEMENT

0.0135 ACRES
587 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "D"
To Temporary Construction Easement - Water



Line Table		
Line Number	Bearing	Distance
L1	S89°47'52"E	10.92'
L2	N24°29'50"E	29.26'
L3	S89°50'23"W	11.03'
L4	N89°50'23"E	22.05'
L5	S24°41'33"W	29.46'
L6	N89°47'52"W	21.88'

STATE OF TEXAS
REGISTERED
HAL MOLLENKOPF
5439
PROFESSIONAL
LAND SURVEYOR
10/15/12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A metes and bounds description of even date accompanies this plat.

B000298.010

CITY OF FRISCO

TEMPORARY CONSTRUCTION EASEMENT

0.0135 ACRES
587 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "E"
To Temporary Construction Easement - Water

LEGAL DESCRIPTION

BEING a 0.0623 of an acre tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 917, City of Frisco, Denton County, Texas, said tract being a part of a tract of land described in deed to Central Frisco Ltd., as recorded in Volume 4860, Page 2254, Deed Records Denton County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at a point on the north line of a Road Dedication (variable width), as recorded in Cabinet G, Page 329, of the Plat Records of Denton County, Texas (P.R.D.C.T.), said point being North 89 degrees 50 minutes 23 seconds East, a distance of 11.03 feet from a found 5/8 inch iron rod with an aluminum disc for the intersection of the southeasterly right-of-way line of F.M. 423 (variable width) with the north line of said Road Dedication, said point being the southeast corner of a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55750, O.P.R.D.C.T.;

THENCE North 24 degrees 45 minutes 41 seconds East, departing the north line of said Road Dedication and crossing said Central Frisco Ltd. tract along the east line of a proposed 10-foot wide water line easement, a distance of 76.39 feet to a point for corner;

THENCE North 69 degrees 46 minutes 49 seconds East, continuing across said Central Frisco Ltd. tract along the east line of a proposed 10-foot wide water line easement, a distance of 62.37 feet to a point on the southwesterly right-of-way line of Panther Creek Parkway (variable width), said point being South 65 degrees 04 minutes 04 seconds East, a distance of 14.10 feet from a found 5/8 inch iron rod with an aluminum disc for the intersection of the southeasterly right-of-way line of said F.M. 423 with said southwesterly right-of-way line;

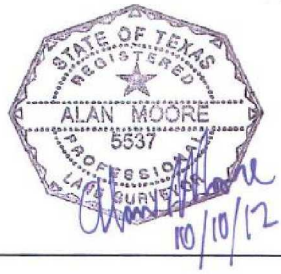
THENCE South 65 degrees 04 minutes 04 seconds East, along said southwesterly right-of-way line, a distance of 28.21 feet to a point for corner;

THENCE South 69 degrees 46 minutes 49 seconds West, departing said southwesterly right-of-way line and crossing said Central Frisco Ltd. tract, a distance of 73.98 feet to a point for corner;

THENCE South 24 degrees 45 minutes 41 seconds West, continuing across said Central Frisco Ltd. tract, a distance of 58.81 feet to a point on the north line of said Road Dedication recorded in Cabinet G, Page 329, P.R.D.C.T.;

THENCE South 89 degrees 50 minutes 23 seconds West, along said north line, a distance of 22.05 feet to the POINT OF BEGINNING AND CONTAINING 2,716 square feet or 0.0623 acres of land more or less.

Basis of bearings being a tract of land described in deed to State of Texas, as recorded in County Clerk Document No. 2012-55750, O.P.R.D.C.T.



DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A plat of even date accompanies this metes and bounds description.

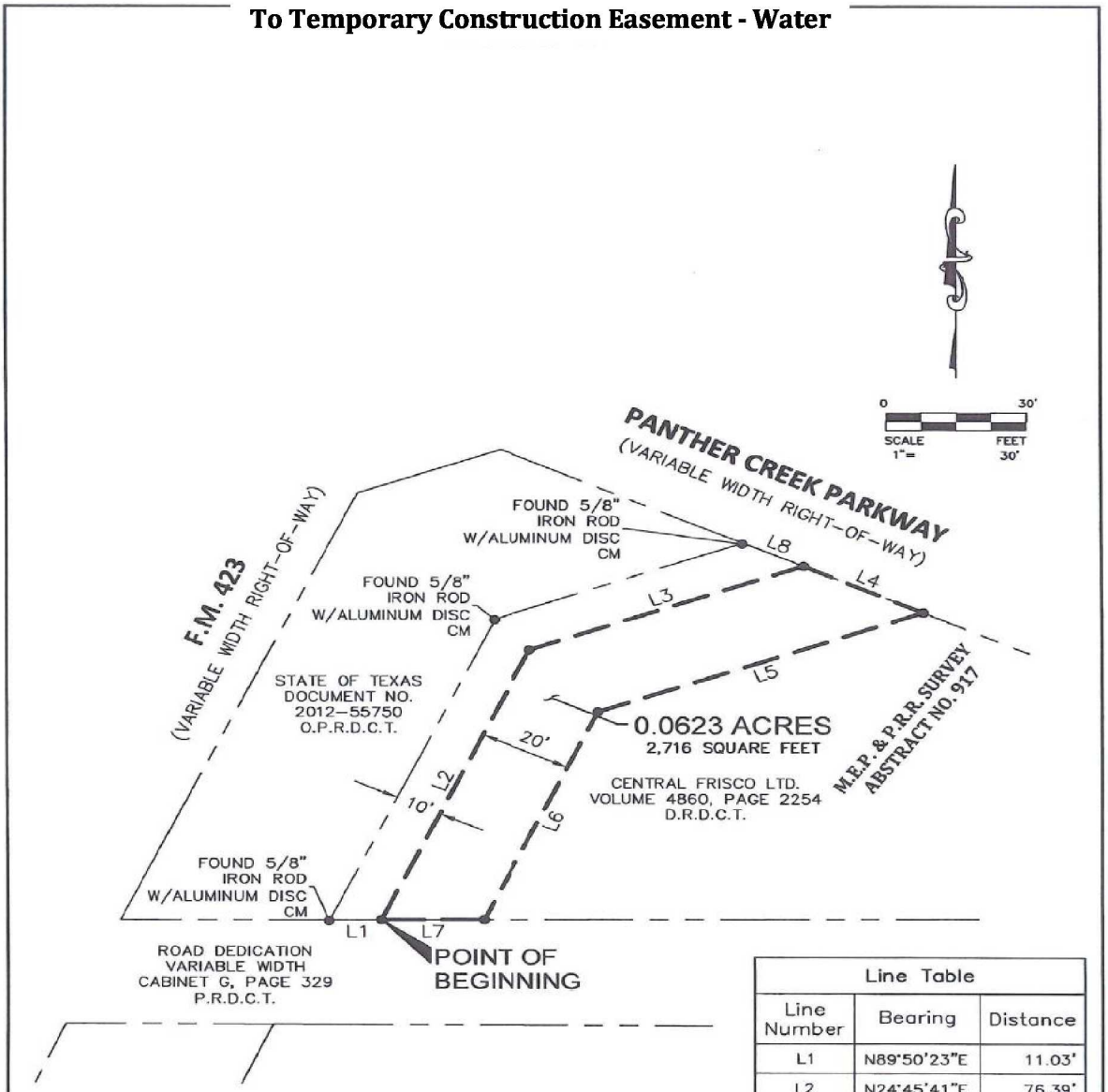
B000298.010

CITY OF FRISCO
TEMPORARY CONSTRUCTION EASEMENT

0.0623 ACRES
2,716 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

Exhibit "F"
To Temporary Construction Easement - Water



Line Table		
Line Number	Bearing	Distance
L1	N89°50'23"E	11.03'
L2	N24°45'41"E	76.39'
L3	N69°46'49"E	62.37'
L4	S65°04'04"E	28.21'
L5	S69°46'49"W	73.98'
L6	S24°45'41"W	58.81'
L7	S89°50'23"W	22.05'
L8	S65°04'04"E	14.10'

LEGEND
CM – CONTROLLING MONUMENT
D.R.D.C.T. – DEED RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T. – OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. – PLAT RECORDS, DENTON COUNTY, TEXAS

NOTE: Basis of bearings being a tract of land described in deed to State of Texas, as recorded in Document Number 2012-55750, O.P.R.D.C.T.

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR
10/10/12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

A metes and bounds description of even date accompanies this plat.

B000298.010

CITY OF FRISCO
TEMPORARY CONSTRUCTION EASEMENT

0.0623 ACRES
2,716 SQUARE FEET

M.E.P. & P.R.R. SURVEY
ABSTRACT NO. 917
DENTON COUNTY, TX

EXHIBIT "6"
"Drainage Easement 21E1"
(0.128 ac.)

[Nine (9) Pages Attached]

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

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

DRAINAGE EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

That **CENTRAL FRISCO, LTD.**, A Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain drainage facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the City of Frisco, Denton County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any

part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The Easement Property shall remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Easement Property. Notwithstanding anything to the contrary herein, the City of Frisco will not be responsible for the maintenance and operation of said Easement Property or for any damage to private property or person that results from conditions in the Easement Property, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Easement Property, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City of Frisco to consider channelizing or erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City of Frisco shall have the right, but not the obligation, to enter upon the Easement Property at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes as long as it does not adversely affect storm drainage on Grantor's adjoining property.

This Easement Property will be abandoned by the Grantee upon the filing of the final plat for the applicable portions of the underlying property provided the need for this easement no

longer exists, as solely determined by the Grantee, or an alternative means of addressing the drainage needs are provided in a form acceptable to the Grantee.

Grantor shall keep the Easement Property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Frisco shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Grantor to alleviate any undesirable conditions which may occur. In the event that Grantor and/or other property owners do not properly maintain or repair the Easement Property in accordance with the City of Frisco laws, the City of Frisco has the right, but not the obligation, to enter upon the Easement Property at any point, or points, to investigate, survey or to erect, construct, maintain and/or repair the Facilities, conduct emergency repairs or supervise the work of others deemed necessary, as solely determined by the City of Frisco, for drainage purposes after providing ten (10) days written notice to the Grantor and/or other property owners and the failure of the Grantor and/or other property owners to undertake such required repairs and/or maintenance and diligent completion of such repairs and/or maintenance.

The natural drainage through the Easement Property is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City of Frisco shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the Easement Property, and Grantor hereby agrees to indemnify and hold harmless the City of Frisco from any such damages and injuries.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable,

except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall (unless otherwise agreed to in writing by Grantee), structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

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

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all

improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

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

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

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 2013.

GRANTOR:
CENTRAL FRISCO, LTD.,
a Texas limited partnership

By: ALR General, LC,
its General Partner

By: Eland Energy, Inc.
its Manager

By: _____
Gregg Allen, President

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By:_____
George Purefoy, City Manager

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Gregg Allen, known to me to be the person whose name is subscribed hereto; he acknowledged to me he is the President and duly authorized representative of **CENTRAL FRISCO, LTD.,** a Texas limited partnership, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____day of _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____DAY OF _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

Exhibit "A"
To 21E1 Drainage Easement
PARCEL 21E1
DRAINAGE EASEMENT
0.128 ACRES

BEING A 0.128 ACRE (5,554 SQUARE FEET) TRACT OF LAND SITUATED IN THE MEP & PRR SURVEY, ABSTRACT NO. 917 IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF LOT 4, BLOCK A OF THE O.D. WHITSELL ADDITION, AN ADDITION TO DENTON COUNTY, AS RECORDED IN CABINET G, PAGE 329, PLAT RECORDS, DENTON COUNTY, TEXAS AND CONVEYED TO CENTRAL FRISCO, LTD., AS RECORDED IN VOLUME 4870, PAGE 4605, DEED RECORDS, DENTON COUNTY, TEXAS. SAID 0.128 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4, BLOCK A OF SAID O.D. WHITSELL ADDITION, AND SOUTHWEST CORNER OF A VARIABLE WIDTH ROAD DEDICATION, KNOWN AS SMITH ROAD, RECORDED IN CABINET G, PAGE 329, PLAT RECORDS, DENTON COUNTY, TEXAS, SAID POINT BEING ON THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM TO MARKET (F.M.) ROAD NO. 423, TO THE STATE OF TEXAS BY DEED RECORDED IN VOLUME 460, PAGE 19, DEED RECORDS, DENTON COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS SOUTH 21 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 2.60 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 4, BLOCK A, AND THE COMMON SOUTH RIGHT-OF-WAY LINE OF SAID ROAD DEDICATION, A DISTANCE OF 43.95 FEET TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "TXDOT" SET, SAID POINT BEING ON THE NEW RIGHT-OF-WAY LINE OF SAID F.M. 423, AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1827.86, A CENTRAL ANGLE OF 02 DEGREES 51 MINUTES 24 SECONDS, WITH A CHORD THAT BEARS SOUTH 22 DEGREES 25 MINUTES 13 SECONDS WEST, A DISTANCE OF 91.13 FEET;

THENCE OVER AND ACROSS SAID LOT 4, ALONG THE NEW EAST RIGHT-OF-WAY LINE OF SAID F.M. 423 AND ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 91.14 FEET TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "TXDOT" SET FOR THE **POINT OF BEGINNING**;

THENCE CONTINUING OVER AND ACROSS SAID LOT 4, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 14 DEGREES 29 MINUTES 48 SECONDS EAST, DEPARTING THE NEW EAST RIGHT-OF-WAY LINE OF SAID F.M. 423, A DISTANCE OF 51.92 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 24 MINUTES 10 SECONDS WEST, A DISTANCE OF 77.20 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 35 MINUTES 52 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 04 MINUTES 30 SECONDS WEST, A DISTANCE OF 55.17 FEET TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "TXDOT" SET FOR CORNER ON THE NEW EAST RIGHT-OF-WAY LINE OF SAID F.M. 423;

NORTH 19 DEGREES 29 MINUTES 58 SECONDS EAST, ALONG THE NEW EAST RIGHT-OF-WAY LINE OF SAID F.M. 423, A DISTANCE OF 166.20 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.128 ACRES OF LAND, MORE OR LESS

Basis of Bearings is based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.) North Central Zone, all distances and coordinates shown are surface and may be converted to grid by dividing by TxDOT conversion factor of 1.000150630.

A parcel plat of even date herewith accompanies this property description.

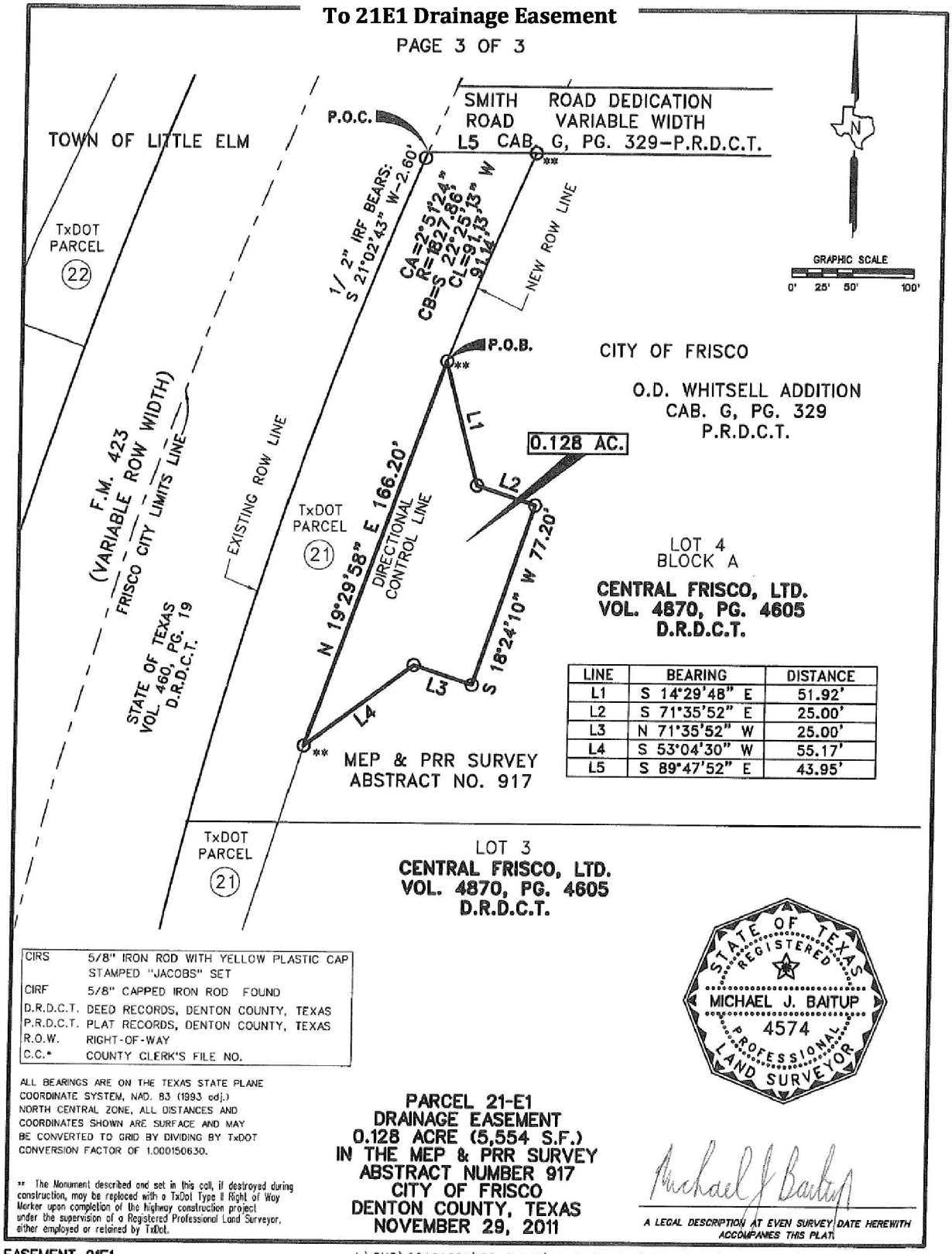
Michael J. Baitup

Michael J. Baitup, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4574
Jacobs Engineering Group, Inc.
7950 Elmbrook Dr
Dallas, Texas 75429
214-638-0145

November 29, 2011



Exhibit "A"
To 21E1 Drainage Easement
PAGE 3 OF 3



LINE	BEARING	DISTANCE
L1	S 14°29'48" E	51.92'
L2	S 71°35'52" E	25.00'
L3	N 71°35'52" W	25.00'
L4	S 53°04'30" W	55.17'
L5	S 89°47'52" E	43.95'

CIRS	5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET
CIRF	5/8" CAPPED IRON ROD FOUND
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
C.C.*	COUNTY CLERK'S FILE NO.

ALL BEARINGS ARE ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD. 83 (1993 adj.) NORTH CENTRAL ZONE, ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.000150630.

** The Monument described and set in this call, if destroyed during construction, may be replaced with a TxDot Type II Right of Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDot.

STATE OF TEXAS
REGISTERED
MICHAEL J. BAITUP
4574
PROFESSIONAL
LAND SURVEYOR

PARCEL 21-E1
DRAINAGE EASEMENT
0.128 ACRE (5,554 S.F.)
IN THE MEP & PRR SURVEY
ABSTRACT NUMBER 917
CITY OF FRISCO
DENTON COUNTY, TEXAS
NOVEMBER 29, 2011

Michael J Baitup

A LEGAL DESCRIPTION AT EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

EASEMENT 21E1

I:\SUR\02121601\RS-R.O.W\North Section\V8-MSGRA\EASEMENTS\EASEMENT-21E1.dwg

EXHIBIT "7"
"Drainage Easement 21E2"
(0.156 ac.)

[Nine (9) Pages Attached]

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

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

DRAINAGE EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

That **CENTRAL FRISCO, LTD.**, A Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain drainage facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the City of Frisco, Denton County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any

part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The Easement Property shall remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Easement Property. Notwithstanding anything to the contrary herein, the City of Frisco will not be responsible for the maintenance and operation of said Easement Property or for any damage to private property or person that results from conditions in the Easement Property, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Easement Property, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City of Frisco to consider channelizing or erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City of Frisco shall have the right, but not the obligation, to enter upon the Easement Property at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes as long as it does not adversely affect storm drainage on Grantor's adjoining property.

This Easement Property will be abandoned by the Grantee upon the filing of the final plat for the applicable portions of the underlying property provided the need for this easement no

longer exists, as solely determined by the Grantee, or an alternative means of addressing the drainage needs are provided in a form acceptable to the Grantee.

Grantor shall keep the Easement Property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Frisco shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Grantor to alleviate any undesirable conditions which may occur. In the event that Grantor and/or other property owners do not properly maintain or repair the Easement Property in accordance with the City of Frisco laws, the City of Frisco has the right, but not the obligation, to enter upon the Easement Property at any point, or points, to investigate, survey or to erect, construct, maintain and/or repair the Facilities, conduct emergency repairs or supervise the work of others deemed necessary, as solely determined by the City of Frisco, for drainage purposes after providing ten (10) days written notice to the Grantor and/or other property owners and the failure of the Grantor and/or other property owners to undertake such required repairs and/or maintenance and diligent completion of such repairs and/or maintenance.

The natural drainage through the Easement Property is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City of Frisco shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the Easement Property, and Grantor hereby agrees to indemnify and hold harmless the City of Frisco from any such damages and injuries.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable,

except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall (unless otherwise agreed to in writing by Grantee), structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

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

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all

improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

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

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

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 2013.

GRANTOR:
CENTRAL FRISCO, LTD.,
a Texas limited partnership

By: ALR General, LC,
its General Partner

By: Eland Energy, Inc.
its Manager

By: _____
Gregg Allen, President

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By:_____
George Purefoy, City Manager

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Gregg Allen, known to me to be the person whose name is subscribed hereto; he acknowledged to me he is the President and duly authorized representative of **CENTRAL FRISCO, LTD.,** a Texas limited partnership, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____day of _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____DAY OF _____, 2013.

_____
Notary Public, State of Texas
My commission expires:_____

Exhibit "A"
To 21E2 Drainage Easement
PARCEL 21E2
DRAINAGE EASEMENT
0.156 ACRES

BEING A 0.156 ACRE (6,806 SQUARE FEET) TRACT OF LAND SITUATED IN THE MEP & PRR SURVEY, ABSTRACT NO. 917 IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF LOTS 1 AND 2, BLOCK A OF THE O.D. WHITSELL ADDITION, AN ADDITION TO DENTON COUNTY, AS RECORDED IN CABINET G, PAGE 329, PLAT RECORDS, DENTON COUNTY, TEXAS AND CONVEYED TO CENTRAL FRISCO, LTD., AS RECORDED IN VOLUME 4870, PAGE 4605, DEED RECORDS, DENTON COUNTY, TEXAS. SAID 0.156 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "ALLIANCE" FOUND FOR THE NORTHWEST CORNER OF GRAYHAWK, PHASE XI, AN ADDITION TO THE CITY OF FRISCO, AS RECORDED IN CABINET W, PAGE 288, PLAT RECORDS, DENTON COUNTY, TEXAS,

THENCE ALONG THE SOUTHWEST LINE OF SAID O.D. WHITSELL ADDITION AND THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM TO MARKET (F.M.) NO. 423 AS CONVEYED IN DEED TO THE STATE OF TEXAS, RECORDED IN VOLUME 460, PAGE 19, DEED RECORDS, DENTON COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES:

NORTH 42 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 90.43 FEET TO A POINT FOR CORNER;

NORTH 42 DEGREES 19 MINUTES 48 SECONDS WEST, A DISTANCE OF 8.23 FEET TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "TXDOT" SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID F.M. 423;

THENCE OVER AND ACROSS SAID LOTS 1 AND 2, AND ALONG THE NEW EAST RIGHT-OF-WAY LINE OF SAID F.M. 423, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 09 MINUTES 27 SECONDS EAST, A DISTANCE OF 72.40 FEET TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "TXDOT" SET FOR THE **POINT OF BEGINNING**;

NORTH 01 DEGREES 49 MINUTES 04 SECONDS WEST, A DISTANCE OF 138.41 FEET TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "TXDOT" SET FOR CORNER;

THENCE CONTINUING OVER AND ACROSS SAID LOTS 1 AND 2, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, DEPARTING THE NEW EAST RIGHT-OF-WAY LINE OF SAID F.M. 423, A DISTANCE OF 43.78 FEET TO A POINT FOR CONRER;

SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, A DISTANCE OF 38.00 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 09 MINUTES 27 SECONDS WEST, A DISTANCE OF 94.25 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 50 MINUTES 33 SECONDS WEST, A DISTANCE OF 51.14 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 18.63 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.156 ACRES OF LAND, MORE OR LESS.

Basis of Bearings is based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.) North Central Zone, all distances and coordinates shown are surface and may be converted to grid by dividing by TxDOT conversion factor of 1.000150630.

A parcel plat of even date herewith accompanies this property description.

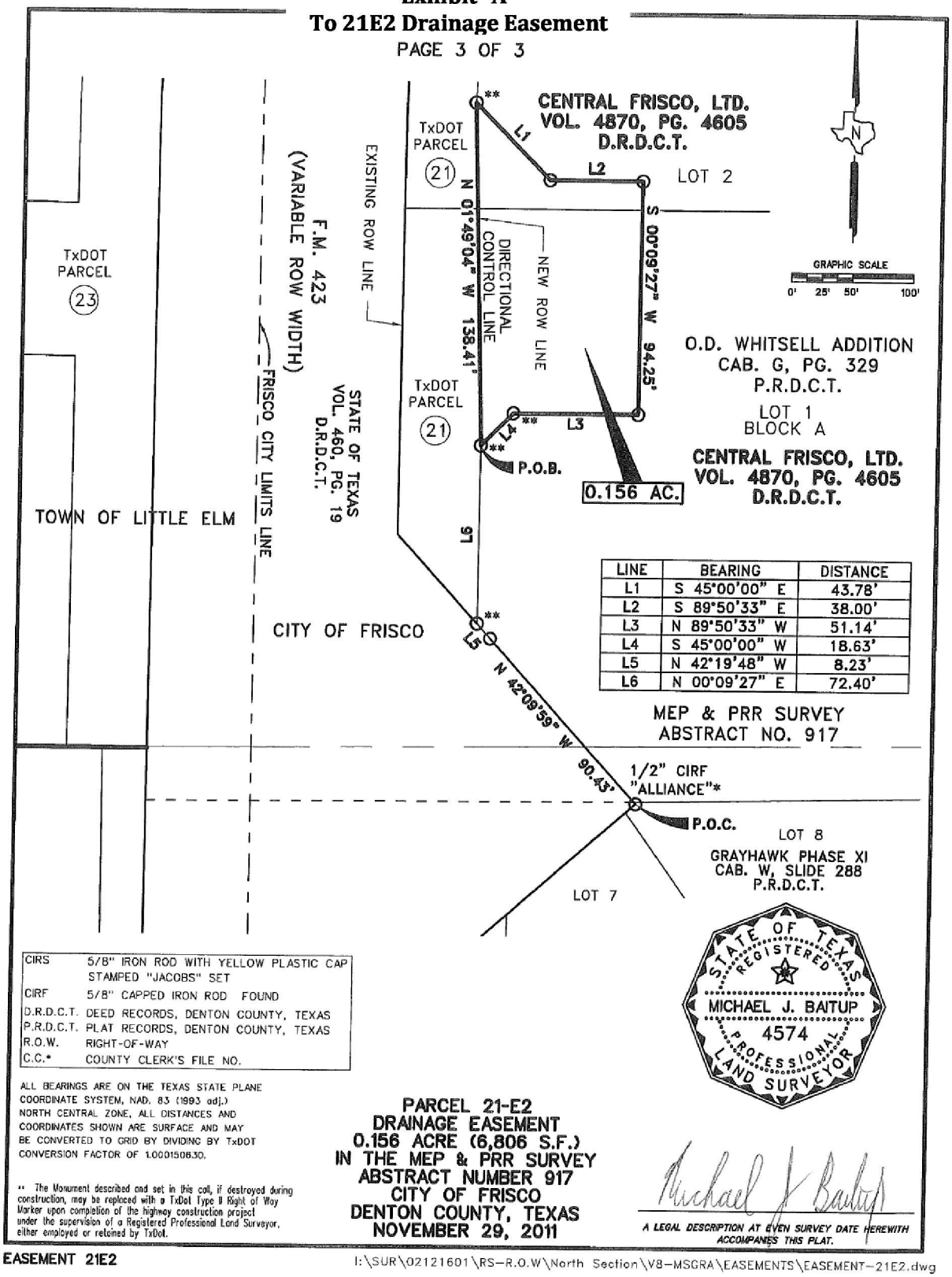
Michael J. Baitup

Michael J. Baitup, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4574
Jacobs Engineering Group, Inc.
7950 Elmbrook Dr
Dallas, Texas 75429
214-638-0145

November 29, 2011



Exhibit "A"
To 21E2 Drainage Easement
PAGE 3 OF 3



LINE	BEARING	DISTANCE
L1	S 45°00'00" E	43.78'
L2	S 89°50'33" E	38.00'
L3	N 89°50'33" W	51.14'
L4	S 45°00'00" W	18.63'
L5	N 42°19'48" W	8.23'
L6	N 00°09'27" E	72.40'

CIRS	5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET
CIRF	5/8" CAPPED IRON ROD FOUND
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
C.C.*	COUNTY CLERK'S FILE NO.

ALL BEARINGS ARE ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD. 83 (1993 adj.) NORTH CENTRAL ZONE, ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00015030.

** The Monument described and set in this call, if destroyed during construction, may be replaced with a TxDot Type II Right of Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDot.

STATE OF TEXAS
REGISTERED
MICHAEL J. BAITUP
4574
PROFESSIONAL
LAND SURVEYOR

PARCEL 21-E2
DRAINAGE EASEMENT
0.156 ACRE (6,806 S.F.)
IN THE MEP & PRR SURVEY
ABSTRACT NUMBER 917
CITY OF FRISCO
DENTON COUNTY, TEXAS
NOVEMBER 29, 2011

Michael J Baitup

A LEGAL DESCRIPTION AT EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

EASEMENT 21E2

I:\SUR\02121601\RS-R.O.W\North Section\V8-MSGRA\EASEMENTS\EASEMENT-21E2.dwg

EXHIBIT "8"
"ROW Release" and "Partial Utility Easement Release"

[Six (6) Pages Attached]

"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."

RELEASE OF RIGHT OF WAY
(O.D. Whitsell Addition--Smith Road)

THIS RELEASE OF RIGHT OF WAY ("Release") is executed the _____ day of _____, 2013, by the **CITY OF FRISCO, TEXAS**, a Texas Home Rule Municipal Corporation ("City").

RECITALS:

WHEREAS, a variable width road dedication of 0.244± acres was made to the City by plat ("Plat") for the **O.D. Whitsell Addition** in Denton County, filed for record, in **Cabinet G, page 329**, Real Property Records of Denton County, Texas ("Right-of-Way"), and depicted on ***Exhibit "A"***, attached hereto and incorporated herein for all purposes. The Plat is incorporated herein by reference as if fully set forth herein; and

WHEREAS, the City has investigated and determined that there no longer exists a public necessity for the Right-of-Way as a result of development of the subject area; and

NOW, THEREFORE, for and in consideration of the premises, the above recitals and the covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City agrees to release and does hereby release the Right-of-Way.

IN WITNESS WHEREOF, the City has executed this as of, but not necessarily on, the day and year first above written.

CITY OF FRISCO, TEXAS,
a Texas Home Rule Municipal Corporation

By:_____
GEORGE PUREFOY
City Manager
6101 Frisco Square Blvd, 5th Floor
Frisco, TX 75034

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me this _____ day of _____, 2013, by **GEORGE PUREFOY**, City Manager of the **CITY OF FRISCO, TEXAS**, a Texas Home Rule Municipal Corporation, for and on behalf of said municipal corporation.

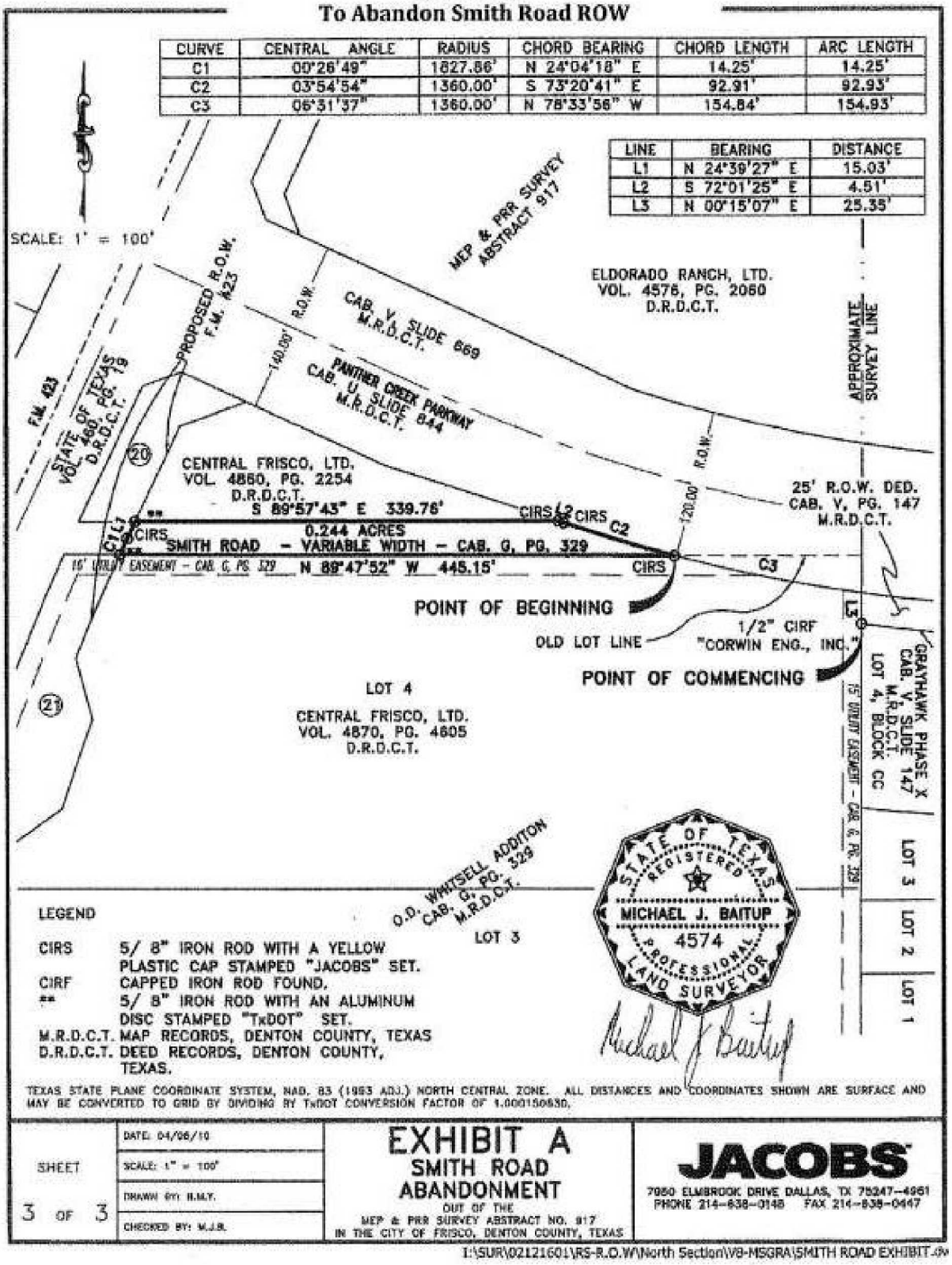
_____
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:
City of Frisco
6101 Frisco Square Blvd, 5th Floor
Frisco, TX 75034
Attn: **Ron Patterson**

Exhibit "A"
To Abandon Smith Road ROW

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	00°26'49"	1827.86'	N 24°04'18" E	14.25'	14.25'
C2	03°54'54"	1360.00'	S 73°20'41" E	92.91'	92.93'
C3	06°31'37"	1360.00'	N 78°33'56" W	154.84'	154.93'

LINE	BEARING	DISTANCE
L1	N 24°39'27" E	15.03'
L2	S 72°01'25" E	4.51'
L3	N 00°15'07" E	25.35'



TEXAS STATE PLANE COORDINATE SYSTEM, NAD. 83 (1993 ADJ.) NORTH CENTRAL ZONE. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.000150830.

SHEET 3 OF 3	DATE: 04/06/10 SCALE: 1" = 100' DRAWN BY: B.M.Y. CHECKED BY: M.J.B.	**EXHIBIT A** **SMITH ROAD ABANDONMENT** OUT OF THE MEP & PRR SURVEY ABSTRACT NO. 917 IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS	**JACOBS** 7950 ELMBROOK DRIVE DALLAS, TX 75247-4961 PHONE 214-638-0145 FAX 214-638-0447

I:\SUR\02121601\RS-R.O.W\North Section\W8-MSGRA\SMITH ROAD EXHIBIT.dw

"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."

PARTIAL RELEASE OF UTILITY EASEMENT
(O.D. Whitsell Addition)

THIS PARTIAL RELEASE OF UTILITY EASEMENT ("Release") is executed the ___ day of _____, **2013**, by the **CITY OF FRISCO, TEXAS**, a Texas Home Rule Municipal Corporation ("City").

RECITALS:

WHEREAS, a sixteen-foot (16') Utility Easement was dedicated to the City by separate instrument as part of the **O.D. Whitsell Addition** in Denton County, filed for record in **Cabinet G, Page 329**, Real Property Records of Denton County, Texas ("Utility Easement"); and

WHEREAS, the City has agreed to partially release the Utility Easement immediately adjacent to the Smith Road Right-of-Way, ("Released Area") as the City has investigated and determined that a portion of the Utility Easement is no longer necessary to serve a public purpose. The Released Area is more particularly depicted on **Exhibit *"A"*** as hatch-marked, and attached hereto and incorporated herein for all purposes; and

WHEREAS, the City hereby affirms and ratifies the remainder of the Utility Easement not released herein.

NOW, THEREFORE, for and in consideration of the premises, the above recitals and the covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City agrees to release and does hereby release the Released Area and ratifies and affirms the remainder of the Utility Easement not released herein.

IN WITNESS WHEREOF, the City has executed this Partial Release as of, but not necessarily on, the day and year first above written.

CITY OF FRISCO, TEXAS,
a Texas Home Rule Municipal Corporation

By: _____
GEORGE PUREFOY
City Manager
6101 Frisco Square Blvd, 5th Floor
Frisco, TX 75034

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me this _____ day of _____, 2013, by **GEORGE PUREFOY**, City Manager of the **CITY OF FRISCO, TEXAS**, a Texas Home Rule Municipal Corporation, for and on behalf of said municipal corporation.

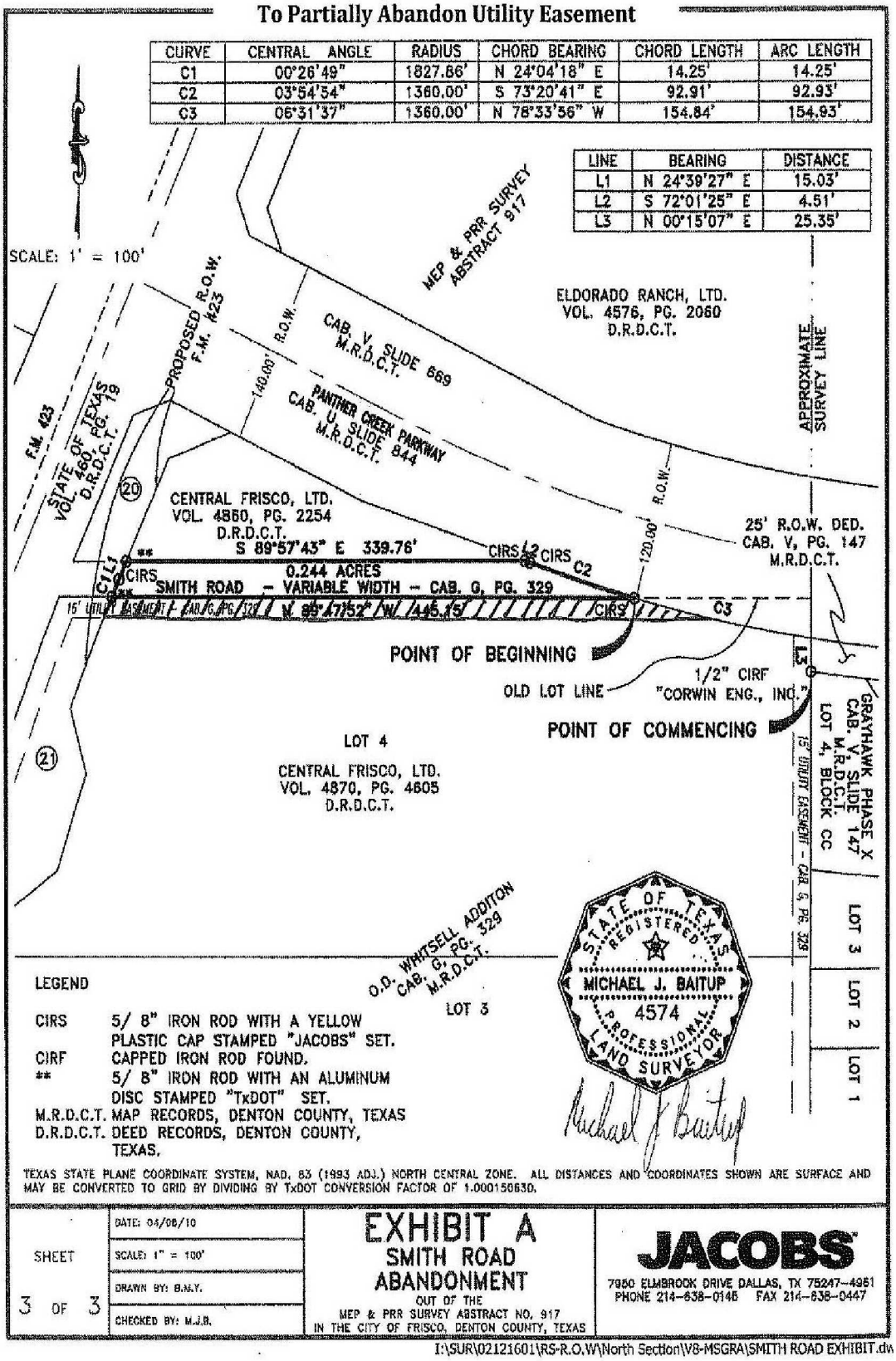
_____
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:
City of Frisco
6101 Frisco Square Blvd, 5th Floor
Frisco, TX 75034
Attn: **Ron Patterson**

Exhibit "A"
To Partially Abandon Utility Easement

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	00°26'49"	1827.66'	N 24°04'18" E	14.25'	14.25'
C2	03°54'54"	1360.00'	S 73°20'41" E	92.91'	92.93'
C3	06°31'37"	1360.00'	N 78°33'56" W	154.84'	154.93'

LINE	BEARING	DISTANCE
L1	N 24°39'27" E	15.03'
L2	S 72°01'25" E	4.51'
L3	N 00°15'07" E	25.35'



LEGEND

CIRS	5/ 8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET.
CIRF	CAPPED IRON ROD FOUND.
**	5/ 8" IRON ROD WITH AN ALUMINUM DISC STAMPED "TxDOT" SET.
M.R.D.C.T.	MAP RECORDS, DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS.

TEXAS STATE PLANE COORDINATE SYSTEM, NAD, 83 (1993 ADJ.) NORTH CENTRAL ZONE. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.000150630.

SHEET 3 OF 3	DATE: 04/08/10 SCALE: 1" = 100' DRAWN BY: B.N.Y. CHECKED BY: M.J.B.	EXHIBIT A SMITH ROAD ABANDONMENT OUT OF THE MEP & PRR SURVEY ABSTRACT NO. 917 IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS	JACOBS 7950 ELMBROOK DRIVE DALLAS, TX 75247-4951 PHONE 214-638-0145 FAX 214-638-0447

I:\SUR\02121601\RS-R.O.W\North Section\V8-MSGRA\SMITH ROAD EXHIBIT.dw

EXHIBIT "9"
"Credit Amount"
Actual Participation in Construction of Panther Creek Parkway

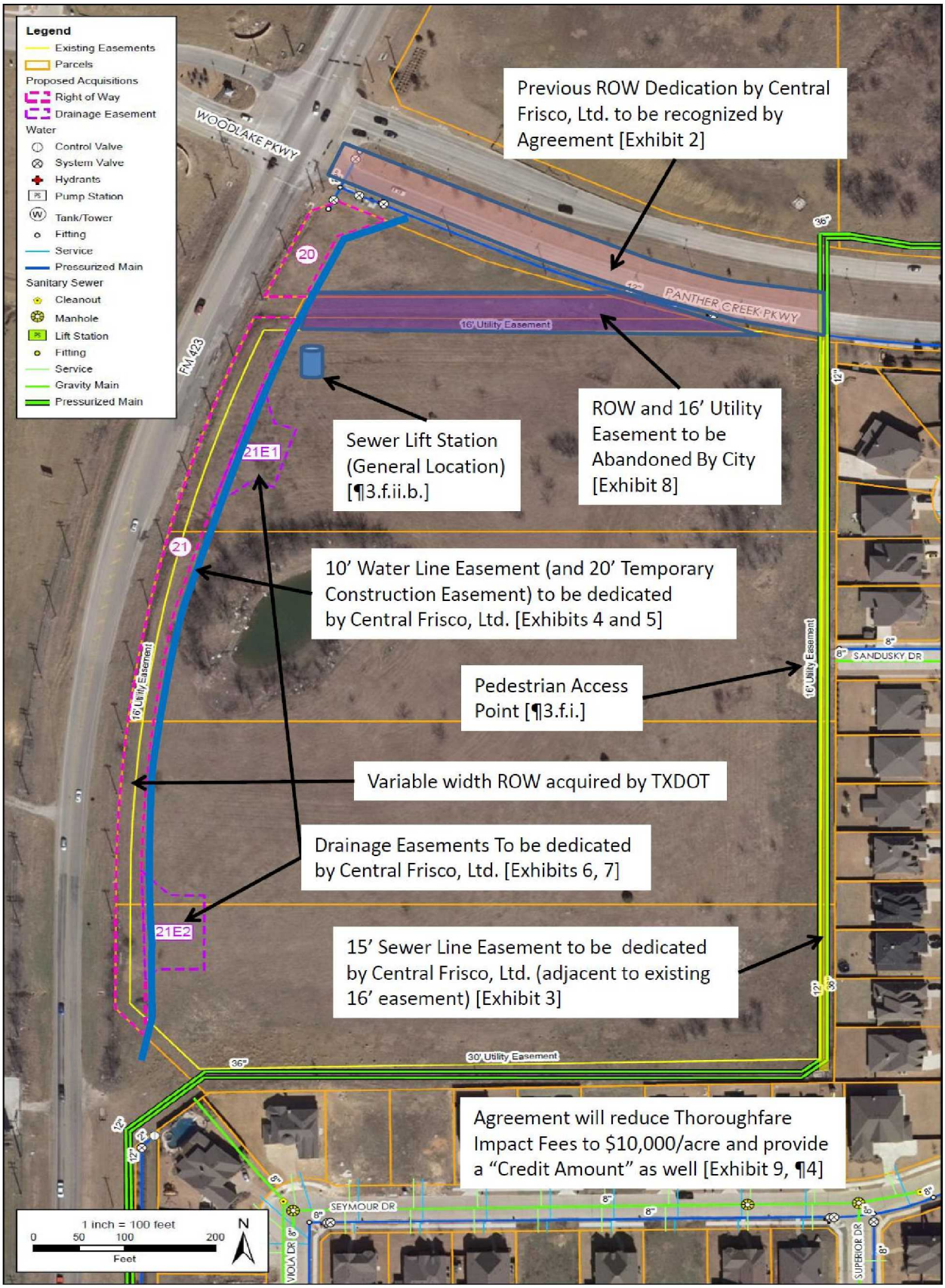
[One (1) Page Attached]

COST SUMMARY
GRAYHAWK - FRISCO, TEXAS
PANTHER CREEK PARKWAY SOUTH LANES

Item	Quan.	Unit	Unit Price	Item Total	Section Total
			Street Improvements		
Excavation	1	L.S.	$12,000.00	$12,000.00	
8" Street Paving	1655	S.Y.	$21.93	$36,294.15	
Lime Subgrade	1750	S.Y.	$1.39	$2,432.50	
Hydrated Lime	31	Tons	$96.40	$2,988.40	
Frn 423 Tie-In	1	L.S.	$7,144.00	$7,144.00	
4" Type Y Button	87	Each	$2.50	$217.50	
'ype II-A-A Button	28	Each	$4.00	$112.00	
2" Sch 40 PVC	120	L.F.	$6.00	$720.00	
4" Sch 40 PVC	80	L.F.	$8.00	$640.00	
				SUBTOTAL	$62,548.55
			Water & Sanitary Sewer Improvements		
12" PVC Water	650	L.F.	$16.50	$10,725.00	
12" Valve	3	Each	$1,282.50	$3,847.50	
6" Valve	2	Each	$584.00	$1,168.00	
Fire Hydrant	2	Each	$1,684.50	$3,369.00	
				SUBTOTAL	$19,109.50
			Drainage Improvements		
33" RCP	90	L.F.	$50.25	$4,522.50	
30" RCP	440	L.F.	$44.25	$19,470.00	
27" RCP	88	L.F.	$39.00	$3,432.00	
21" RCP	150	L.F.	$29.25	$4,387.50	
18" RCP	77	L.F.	$24.00	$1,848.00	
12' Rec Inlet	1	Each	$2,500.00	$2,500.00	
10' Rec Inlet	1	Each	$2,250.00	$2,250.00	
33" Sloped Hdwl	2	Each	$1,100.25	$2,200.50	
27" Sloped Hdwl	1	Each	$1,073.25	$1,073.25	
Rock Rip Rap	1	L.S.	$500.00	$500.00	
			SUBTOTAL	$42,183.75	
				DRAINAGE PORTION	$21,091.88
				Total Estimated Construction Costs	**$102,749.93**
			Engineering & Staking (10%)	$10,274.99	
			City Inspection Fees (2.5%)	$2,568.75	
			Contract Bonds (2.00%)	$2,055.00	
			Erosion Control	$3,812.00	
			Construction Management	$9,041.99	
				SUBTOTAL	$27,752.73
				TOTAL ESTIMATE	**$130,502.66**

EXHIBIT "10"
General Depiction of
"Water Easement(s)", "Temporary Construction Easement(s) – Water", "Drainage Easements", "Sewer Easement", "Abandoned ROW and Utility Easement", "Dedicated ROW", "Lift Station"
and TXDOT Right-of-Way for FM423

[One (1) Page Attached]


Legend
Existing Easements
Parcels
Proposed Acquisitions
Right of Way
Drainage Easement
Water
Control Valve
System Valve
Hydrants
Pump Station
Tank/Tower
Fitting
Service
Pressurized Main
Sanitary Sewer
Cleanout
Manhole
Lift Station
Fitting
Service
Gravity Main
Pressurized Main
Previous ROW Dedication by Central Frisco, Ltd. to be recognized by Agreement [Exhibit 2]
ROW and 16' Utility Easement to be Abandoned By City [Exhibit 8]
Sewer Lift Station (General Location) [¶3.f.ii.b.]
10' Water Line Easement (and 20' Temporary Construction Easement) to be dedicated by Central Frisco, Ltd. [Exhibits 4 and 5]
Pedestrian Access Point [¶3.f.i.]
Variable width ROW acquired by TXDOT
Drainage Easements To be dedicated by Central Frisco, Ltd. [Exhibits 6, 7]
15' Sewer Line Easement to be dedicated by Central Frisco, Ltd. (adjacent to existing 16' easement) [Exhibit 3]
Agreement will reduce Thoroughfare Impact Fees to $10,000/acre and provide a "Credit Amount" as well [Exhibit 9, ¶4]
WOODLAKE PKWY
PANTHER CREEK PKWY
FM 423
SANDUSKY DR
SEYMOUR DR
VIOLA DR
SUPERIOR DR
16' Utility Easement
30' Utility Easement
20
21
21E1
21E2
1 inch = 100 feet
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Feet
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AGENDA ITEM #21.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

To: Honorable Mayor and City Council

From: John Webb, AICP, Planning Manager *JW*

XC: George Purefoy, City Manager
John Lettelleir, AICP, Director of Development Services

Date: March 27, 2013

Subject: Planning & Zoning Commission Site Plan and Plat Approvals

In accordance with the Zoning and Subdivision Ordinances, the City Council may appeal the decision of the Planning & Zoning Commission regarding their action taken on any site plan or plat by submitting a written notice of appeal to Development Services. A favorable motion of four members of the City Council is required to appeal the decision of the Planning & Zoning Commission and to direct staff to submit a written notice of appeal on behalf of the City Council.

Following are the memos detailing the preliminary site plans, site plans, preliminary plats, final plats, replats, conveyance plats, and/or amended plats approved by the Planning & Zoning Commission at their March 26, 2013 meeting. All members were present.

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

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March 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, March 26, 2013

Final Plat: North Court Villas, Block A, Lots 1 & 2 (SPFP11-0035)
Owner(s): Stewart Creek Villas, LP

Description:
An apartment complex containing 134 units and a Trail Head Park on two lots on 10.0± acres on the south side of Stonebrook Parkway, 950± feet west of Stoneridge Drive. Zoned Multifamily-15. Neighborhood #23. SP

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

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March 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, March 26, 2013

Revised Site Plan: St. Phillips Episcopal Church, Block A, Lot 1 (SP13-0012)
Owner(s): St. Phillips Episcopal Church

Description:
A church with a child day care and a private school on one lot on 9.8± acres on the north side of Stonebrook Parkway, 855± feet west of Dallas Parkway. Zoned Planned Development-103-Single Family with a Specific Use Permit (S-221) for a Private School and a Child Day Care Center. Neighborhood #22. RC

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of the façade plan.
2. Staff approval of the landscape plan.
3. Additions and/or alterations resulting from Engineering Services' review of the construction plans.

This Revised Site Plan will expire on 02-25-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

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WWW.FRISCOTEXAS.GOV

March 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, March 26, 2013

Preliminary Site Plan: Frisco Lakes Amenity Center Annex, Block 4A, Lot 1 (PSP13-0005)
Owner(s): Pulte Homes of Texas, L.P.

Description:
An amenity center on one lot on 4.9± acres on the southwest corner of Chalk Bluff Drive and Eagle Rock Drive. Zoned Planned Development-185-Single Family-7/Patio Home/Two Family. Neighborhood #43. RC

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item approved subject to:

1. Staff approval of the preliminary façade plan and
2. Engineering Services' final acceptance of infrastructure improvements for Frisco Lakes Village 4, prior to final acceptance of this site.

This Preliminary Site Plan will expire on 01-28-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

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WWW.FRISCOTEXAS.GOV

March 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, March 26, 2013

Preliminary Site Plan: Legacy Creek, Block A, Lot 1 (PSP13-0004)
Owner(s): Legacy 121 Partners, LTD

Description:
An automobile sales/leasing (new) facility on one lot on 7.6± acres on the north side of SH 121, 1,300± feet west of Legacy Drive. Zoned Planned Development-224-Retail/Office-2 with a Specific Use Permit (S-199) for Automobile Sales/Leasing, New. Neighborhood #33. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Planning & Zoning Commission approval of a living screen along the northern property line with the site plan.
2. Staff approval of the preliminary façade plan.

This Preliminary Site Plan will expire on 02-25-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

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March 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, March 26, 2013

Preliminary Plat: Frisco Lakes by Del Webb, Village 1 (PP13-0007)
Owner(s): Pulte Homes of Texas, L.P.

Description:
61 Patio Home lots and three common area lots on 11.4± acres on the southwest corner of West Stonebrook Parkway and Chalk Bluff Drive. Zoned Planned Development-185-Single Family-7/Patio Home/Two Family. Neighborhood #43. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a Landscape Plan.
2. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 03-26-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

FRISCO
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March 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, March 26, 2013

Preliminary Plat: Dominion at Panther Creek, Phase 4C (PP13-0004)
Owner(s): Panther Creek Venture, LP. and the City of Frisco

Description:
34 cluster home lots and one common area lot on 17.2± acres, 3,000± feet north of Eldorado Parkway, 1,800± feet west of Hillcrest Road. Zoned Planned Development-2-Business Park/Neighborhood Commercial/Residential Village. Neighborhood #9. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of Landscape Plans.
2. Waiver granted to Section 8.03(e) of the Subdivision Ordinance for Major Creeks.
3. Waiver granted to Section 8.13(c)(1) of the Subdivision Ordinance for Cul-de-Sac radius.
4. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 03-26-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

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March 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, March 26, 2013

Final Plat: Stonebryck Manor (FP13-0003)
Owner(s): Stonebryck Manor, LLC

Description:
45 Single Family-7 lots and four Homeowners' Association lots on 13.1± acres on the southeast corner of Rolater Drive and Hillcrest Road. Zoned Planned Development-12-Retail and Planned Development-38-Business Center. Zoned Single Family-7. Neighborhood #25. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

CC:
Danny Carroll
Gary Hartwell
Mack Borchardt
Poly Birika
Deanna Quigley
Phillip Climer
Michael Crain
Dudley Raymond
Jim Cottone
Michele Wood
Steve Covington
Rick Wieland
Michelle Ortega

AGENDA ITEM #22.

OFFICE OF THE MAYOR & CITY COUNCIL
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034
972-292-5113

Memorandum

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

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

Date: **March 26, 2013**

Subject: **Reappointment for the North Texas Municipal Water District (NTMWD)**

Action Requested: City Council reappointment of Lynn Shuyler to fill the vacancy on the North Texas Municipal Water District (NTMWD) for a two year term from June 1, 2013 through May 31, 2015.

Background Information: The NTMWD Board is represented by two Council appointed Frisco citizens, Gary Downey and Lynn Shuyler. Mr. Lynn Shuyler's term expires on May 31, 2013. He was appointed in 2001 and was reappointed in 2003, 2005, 2007 and 2011.

Mr. Shuyler would like to reapply again and is eligible to run for an additional two year term, as long as he remains a citizen of Frisco and does not become employed by the City of Frisco.

Board/Citizen Input: The NTMWD does not have term limitations and prides themselves on board member longevity.

Supporting Documents: NTMWD letter.

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NORTH TEXAS MUNICIPAL
WATER DISTRICT

Regional Service Through Unity

March 21, 2013

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

RE: NTMWD BOARD MEMBER APPOINTMENT

Dear Mr. Purefoy:

This is your official notification that Mr. Lynn Shuyler's term of office as an NTMWD Board Member expires May 31, 2013. The City Council, by a majority vote, should reappoint Mr. Shuyler or appoint another Director to serve a term from June 1, 2013, to May 31, 2015.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: "No person shall be appointed a Director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city, shall be appointed as a Director." Under other state law, no other government official that receives compensation could be appointed.

The cities served by the NTMWD appreciate the work and effort expended by the appointed Directors. It is my practice to visit with new Directors in an orientation session prior to their first meeting; therefore, please notify my office in writing when the City Council has appointed a Director for the new term. Should you have any questions or need additional information, please do not hesitate to contact my office.

Sincerely,

JAMES M. PARKS
Executive Director

JMP/mcf

cc: Mr. Lynn Shuyler
City Secretary

505 E. Brown St., P.O. Box 2[illegible] Telephone: 972/442-5405 Fax: 972/295-6440

AGENDA ITEM #23.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **Ron Patterson, Assistant City Manager**
John Lettelleir, AICP, Director of Development Services

From: **John Webb, AICP, Planning Manager**

Date: **3/25/2013**

Agenda Caption: **Consider and Provide Direction to Staff Regarding the Process for Reassessing Outdated Planned Development Districts and Specific Use Permits**

Action Requested: Discuss the process for reassessing outdated Planned Development Districts and Specific Use Permits and provide direction to staff regarding the type of Public Hearing notification.

Background Information: As identified in a previous City Council and Planning & Zoning Commission Joint Work Session and within the Development Services work plan for 2013, the Department desires to review the older Planned Development Districts (PD) to determine which Districts can be rezoned to a straight zoning district or be simplified. In no instance will the land use or development rights be reduced for the property owner. Recently, upon initiation by a single property owner to seek O-1 Office zoning on Coit Road, staff took the opportunity to simplify PD-19 by rezoning residential properties to a straight zoning district such as SF-7.

Additionally, staff desires to reassess outdated Specific Use Permits (SUP) where the use is no longer in business or a SUP is no longer necessary to conduct the business. Examples include Child Care facilities in homes that previously required a SUP but now are permitted by right with special conditions and restaurants that have a SUP for a Private Club Permit but have subsequently obtained a Food and Beverage Certificate from TABC following the election in 2002 to allow the legal sale of mixed beverages in restaurants by certificate holders.

Why initiate this process?

1. The older PD's, generally adopted prior to 2000, were based on earlier versions of Zoning Ordinances that contain designations such as the "R-3" and "SF-4" Single Family Districts. The 2011 Zoning Ordinance classifies those categories as the "Single Family SF-8.5" District yet the former classifications remain in the particular PD ordinance for the subject tracts. The Zoning Ordinance does include a conversion table from the previous single family zoning districts to the updated districts; the public still calls staff for clarification. A comprehensive change to the current zoning classifications will lessen the complications for the public when researching zoning.
2. Many PD's refer to districts or standards that were never codified such as the "Business Commercial" and "Shopping Center" Districts. Similar to the above example, the PD amendments or rezoning can eliminate this confusion.
3. Some PD's established districts with no specific standards such as PD-51 which established Multi-Family-19 uses with no restrictions. In this instance, the property can be rezoned to the MF-19 District with no impacts on the subject and property owners.
4. As depicted in the attached Exhibit A, the zoning exhibits attached to a PD ordinance are outdated making it difficult to determine the location of a specific property. Where PD's are amended and not removed, new location exhibits will be developed.
5. Over time, the Zoning Map has become "cluttered" with SUP's that are no longer necessary. As an example, the area bounded by Preston Road, SH 121, Warren Parkway and Parkwood Boulevard, as depicted in Exhibit B, has 26 SUP's for Restaurants with a Private Club Permit that are no longer necessary due to the 2002 election City-wide, there are approximately 47 SUP's for a Private Club that are no longer needed. In many instances, the original restaurant that was granted the SUP is no longer in business.

Benefits of the Reassessment

1. Due Diligence – cleaning up the Zoning Map by removing unneeded SUP's and rezoning PD's to a base zoning district or simplifying the PD makes it significantly easier for the public, development community and title companies to research the zoning on subject tracts. Some PD's contain 50+ pages of information that are not consistent with today's standards which make it difficult to ascertain the relevant standards.
2. Cost Savings – many land transactions require the purchaser to obtain a zoning verification letter from the City. These documents are time-consuming to produce and often the City does not recoup the cost of the $50.00 fee. Removing unneeded SUP's and either removing or revising PD's will lessen the burden on the public to acquire and the staff to prepare the zoning verification letters.

3. Time Savings – staff spends time each day answering zoning-related questions. This is a core service of the Department, but a comprehensive reassessment can save time for both the staff and the public.

Process for the Reassessment

Changes to the PD's and SUP's require Public Hearings by the Planning & Zoning Commission and City Council in accordance with City and State laws. The traditional process requires notice of the Planning & Zoning Commission Public Hearing to be mailed to property owners that are subject to the change and to those owners of property within 200 feet of the change. Notice of the City Council Public Hearing is required to be placed in the newspaper. It is estimated that a comprehensive reassessment could require the mailing of 6,000+ notices at a cost of approximately $2,000.00.

In lieu of mailing notice of the Planning & Zoning Commission Public Hearing to the subject property owners and the property owners within 200 feet of the zoning change, the Zoning Ordinance and State Law allow the City to hold a Joint Public Hearing between the City Council and the Planning & Zoning Commission. This process requires the City Council to formally set the date and time of the Joint Public Hearing and place notice of the Hearing in the newspaper.

While not previously utilized in Frisco, this process is used in other Texas cities where large-scale, administrative changes to zoning ordinances and the zoning map occur. Staff anticipates the date of the Joint Public Hearing to take place on a regularly scheduled City Council meeting where multiple cases can be heard at one time to consider the SUP's and PD's.

Even though the Joint Public Hearing process does not require notice to be mailed to the property owners, staff will conduct the following:

1. Confirm with the property owner with an SUP to ensure they no longer require the SUP for their business and why the City is taking this action.
2. Staff will contact the representatives of the HOA's to provide information of the pending PD change. In many instances the change may be as simple as their neighborhood being rezoned from PD-# for the SF-7 Single Family District to the straight SF-7 District.
3. Maintain a link on the Department web site detailing the proposed changes.

As referenced earlier, a PD will not be amended if the action diminishes any of the development rights of the property owner. SUP's will only be considered for revocation if the business is no longer in operation and/or if the SUP is not needed for the legal operation of the use.

Board Review/Citizen Input: Not applicable at this time.

Financial Considerations: An estimated $2,000 of direct postage costs plus staff time can be saved by holding a Joint Public Hearing between the City Council and the Planning & Zoning Commission.

Legal Review: Not applicable at this time.

Supporting Documents:

- Exhibit A –Example of an Outdated PD Exhibit
- Exhibit B – Map of SUP's in the SH 121/Preston Road area

Staff Recommendation: Staff recommends that City Council initiate the reassessment of the outdated PD's and SUP's and utilize the Joint Public Hearing process. Upon contacting the owners of the land with the subject SUP and the HOA representatives of the affected PD's, staff will place an item on a future City Council agenda to Call a Joint Public Hearing identifying the date and time of the Hearing.

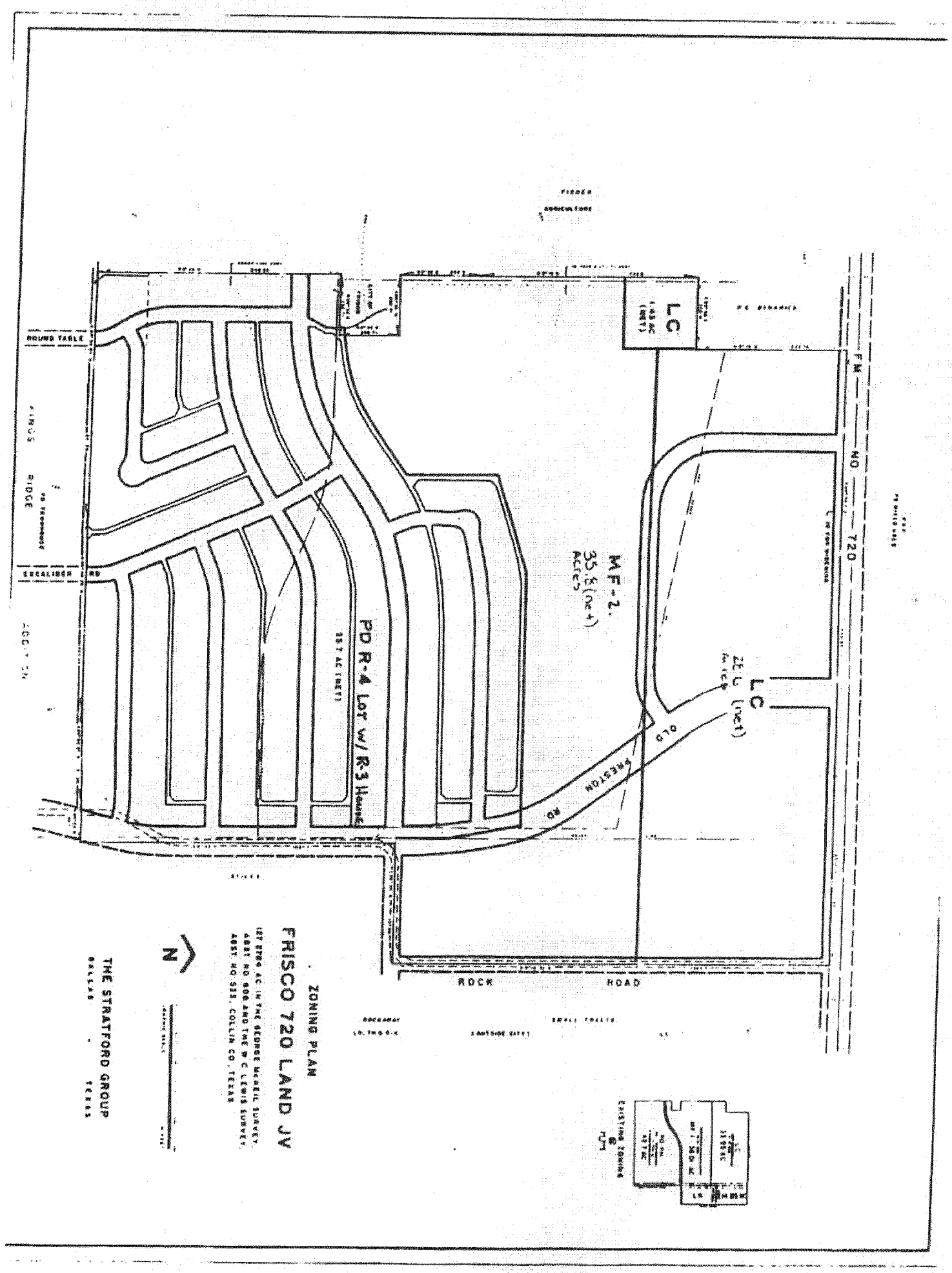

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ROUND TABLE
EXCALIBUR
PD R-4 Lot w/ R-3 Home
MF-2.
35.5 (net) Acres
LC
22.6 (net) Acres
OLD
PRESTON
RD
ROCK
ROAD
ZONING PLAN
FRISCO 720 LAND JV
THE STRATFORD GROUP
DALLAS
TEXAS
N
EXISTING ZONING

Exhibit A

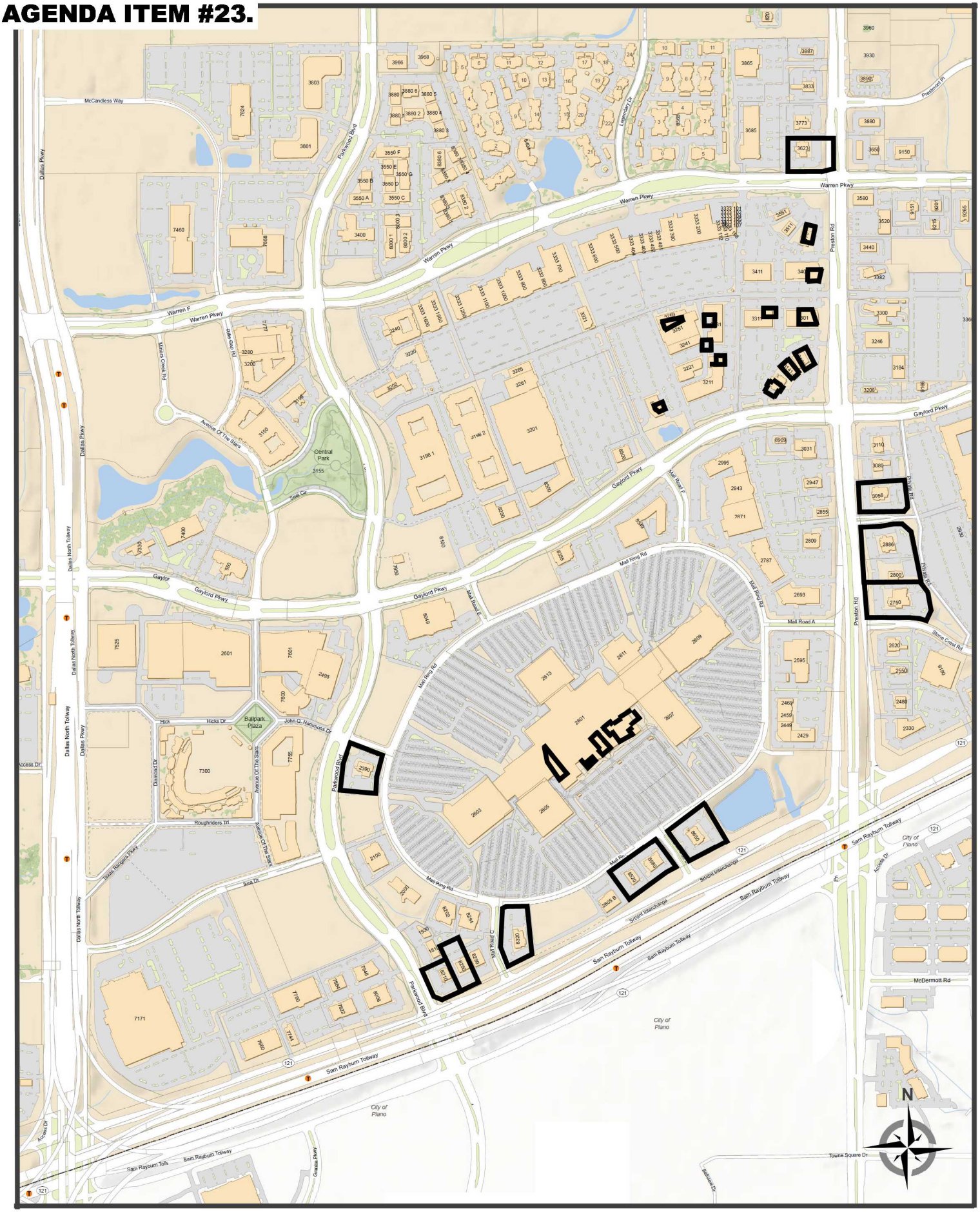

Warren Pkwy
Gaylord Pkwy
Mall Ring Rd
Mall Road A
Mall Road E
Mall Road F
Parkwood Blvd
Dallas Pkwy
Dallas North Tollway
Preston Rd
Sam Rayburn Tollway
Central Park
Ballpark Plaza
Avenue Of The Stars
Hicks Dr
John Q. Hammons Dr
Roughriders Trl
Texas Rangers Pkwy
Lexington Dr
Legends Dr
Diamond Dr
Ikea Dr
Access Dr
McCandless Way
Warren F
Rite Way Rd
Marvin Creek Rd
Seal Cir
Gaylor
Lavender Dr
Presidents Pl
Princeton Rd
Stone Crest Rd
McDermott Rd
Towne Square Dr
Granite Pkwy
Belvedere Dr
City of Plano
Sright Interchange
N

Exhibit B

AGENDA ITEM #24.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

From: **Kathleen Stewart, Strategic Services Manager**

Date: **April 2, 2013**

Subject: **Consider and act upon adoption of a Resolution repealing Resolution No. 13-01-09R and determining a public necessity to acquire certain property for public use by eminent domain for the purpose of, among other things, the construction, access, repair, maintenance and replacement of rights-of-way (in fee simple), water easements, slope easements, drainage easement, temporary construction easements and related improvements necessary for the Rockhill Parkway Project (from CR 26 to the Dallas North Tollway to East of SH 289); giving notice of an official determination to acquire property for said rights-of-way and easements; authorizing the City Manager to establish procedures for acquiring the rights-of-way and easements on said property, offering to acquire the rights-of-way and easements voluntarily from the landowner through the making of bona fide offers; authorizing the use of eminent domain to condemn, appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date.**

Action Requested: City Council's consideration and adoption of the above-referenced Resolution for the purposes set forth therein.

Background Information: On January 15, 2013, Resolution 13-01-09R was approved by the City Council for the construction of Rockhill Parkway. This resolution authorized the use of eminent domain for the acquisition of certain defined parcels. The parcels were defined according to separate and independent purposes (such as right-of-way, utility easement, or drainage easement). Defining the parcels in such manner allowed the greatest flexibility for future abandonment or release by the city.

However, defining the parcels in such a manner also resulted in overlap of land area and potential scenarios wherein the City would be required to pay for multiple and overlapping uses over the same parcel of land.

The purpose of this agenda item is to resubmit the same overall areas of land as defined in Resolution 13-01-09R, but in a form that would allow the city to pay only once for each parcel. This action could potentially save the City over $50,000 if eminent domain is actually exercised.

The City of Frisco needs to acquire right-of-way (in fee simple), permanent sanitary sewer and drainage easements, and water and slope/grading easements and temporary construction easement for the Rockhill Parkway project.

The acquisition, whether by voluntary donation, purchase based on the independent appraisal or through eminent domain proceedings, of the following properties is necessary for the Rockhill Parkway project:

Property Owner	Property Description	Exhibit	Area
Wilpat Real Estate Partners, Ltd	Drainage 8.1	1	0.459
Wilpat Real Estate Partners, Ltd	ROW 8.1	2	0.066
Wilpat Real Estate Partners, Ltd	ROW 8.2	3	1.477
Wilpat Real Estate Partners, Ltd	Slope 8.1	4	0.309
Wilpat Real Estate Partners, Ltd	Slope 8.2	5	0.027
Wilpat Real Estate Partners, Ltd	Slope 8.3	6	0.026
Wilpat Real Estate Partners, Ltd	TCE 8.2	7	0.928
Wilpat Real Estate Partners, Ltd	Water 8.1	8	0.408
Wilpat Real Estate Partners, Ltd	Water 8.3	9	0.011
Wilpat Real Estate Partners, Ltd	TCE (Panther Creek)	10	0.9263

The City will first request each landowner to donate the necessary portion of their property and make any further attempts, as reasonably determined by the City, to amicably acquire the same. If the landowner and the City cannot reach an agreement after making these attempts, the City will move forward with acquiring the necessary right of way (in fee simple) through the eminent domain process, with the first step being the making of the bona fide offer required by SB 18. The City's desired date for the completion of this project will impact the City's efforts to acquire the necessary parcels as described herein.

Alternatives: The City Council could consider the following alternatives:

- Approval of Resolution, in whole or in part. Since multiple units of property are made a part of the Resolution, SB 18 allows a single ordinance, resolution or order to be adopted if: (a) the motion indicates that the first record vote applies to all units

of property to be condemned; and (b) the minutes of the City reflect that the first vote applies to all of those units. If more than one member of the City Council objects to adopting a single ordinance, resolution or order for all of the units of property, then a separate vote must be made for each unit;

- Denial of Resolution; or
- Send back to staff with direction.

Financial Considerations: Staff recommends acquisition of the properties is funded from any lawful source, including but not limited to, General Obligation Bonds.

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

Supporting Documents: Supporting documents include the following items:

- Location Map

- Resolution

- Exhibits 1-10, which provide the legal description and depiction of the right- of-way parcel (in fee simple) and easements on the subject properties.

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

FORM OF THE MOTION TO ADOPT THE RESOLUTION (as required by SB 18):

"I move that the City of Frisco, Texas, City Council adopt the Resolution described in Agenda Item # ____ and authorize the use of the power of eminent domain to acquire for public use the rights-of-way (in fee simple), water easements, slope easements, drainage easement, temporary construction easements and related improvements on the property described by metes and bounds and attached as exhibits "1"-"10" to said Resolution, said descriptions being incorporated into this motion for all purposes, for the construction, access repair, maintenance and replacement of the Rockhill Parkway Project (from CR 26 to the Dallas North Tollway to East of SH 289).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, REPEALING RESOLUTION NO. 13-01-09R; DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE BY EMINENT DOMAIN FOR RIGHTS-OF-WAY (IN FEE SIMPLE), WATER EASEMENTS, SLOPE EASEMENTS, DRAINAGE EASEMENT, TEMPORARY CONSTRUCTION EASEMENTS AND RELATED IMPROVEMENTS, FOR THE CONSTRUCTION, ACCESS, REPAIR, MAINTENANCE AND REPLACEMENT OF ROCKHILL PARKWAY (FROM CR 26 TO THE DALLAS NORTH TOLLWAY (DNT) TO THE EAST OF SH 289 (PRESTON ROAD)); GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE BY EMINENT DOMAIN FOR RIGHTS-OF-WAY (IN FEE SIMPLE), WATER EASEMENTS, SLOPE EASEMENTS, DRAINAGE EASEMENT, TEMPORARY CONSTRUCTION EASEMENTS AND RELATED IMPROVEMENTS, FOR THE CONSTRUCTION, ACCESS, REPAIR, MAINTENANCE AND REPLACEMENT OF ROCKHILL PARKWAY (FROM CR 26 TO THE DALLAS NORTH TOLLWAY (DNT) TO EAST OF SH 289 (PRESTON ROAD)); AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE RIGHTS-OF-WAY (IN FEE SIMPLE), WATER EASEMENTS, SLOPE EASEMENTS, DRAINAGE EASEMENT, TEMPORARY CONSTRUCTION EASEMENTS AND RELATED IMPROVEMENTS ON THE PROPERTY, OFFERING TO ACQUIRE THE RIGHTS-OF-WAY (IN FEE SIMPLE), WATER EASEMENTS, SLOPE EASEMENTS, DRAINAGE EASEMENT, TEMPORARY CONSTRUCTION EASEMENTS AND RELATED IMPROVEMENTS, VOLUNTARILY, FROM THE SUBJECT LANDOWNER(S) THROUGH THE MAKING OF A BONA FIDE OFFER; AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") has investigated and determined that Resolution No. 13-01-09R should in all things be repealed; and

WHEREAS, the City Council has further investigated and determined that there is a public necessity for the acquisition, by eminent domain, of the rights-of-way (in fee simple), water easements, slope easements, drainage easement, temporary construction easements and related improvements, (collectively, "ROWs and Easements") on the property depicted on and described in ***Exhibits 1-10***, attached

hereto and incorporated herein for all purposes ("Property"), and it is the City of Frisco, Texas' ("Frisco") intent to acquire the necessary ROWs and Easements on the Property for the purpose of, among other things, the construction, access, repair, maintenance and replacement of roadway, drainage facilities, slope facilities, water facilities, temporary construction and related improvements, which are necessary for the Rockhill Parkway Project (between CR 26 to the Dallas North Tollway (DNT) to the east of SH 289 (Preston Road)) ("Project"); and

WHEREAS, the City Council has further investigated and determined that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the ROWs and Easements to be acquired by eminent domain for the Project; and

WHEREAS, there may be improvements located on some of the Property acquired for this Project and such improvements may be required to be moved prior to the beginning of this Project; and

WHEREAS, the City Manager, or his designee, ("City Manager") is required to make a bona fide offer, as defined by and in compliance with §21.0113, Texas Property Code, ("Bona Fide Offer") to acquire the ROWs and Easements on the Property for public use, voluntarily, from the subject landowner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with S.B. 18, enacted by the 82nd Legislature, which became effective on September 1, 2011.

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

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

SECTION 2: Repeal of Resolution No. 13-01-09R. The City Council hereby repeals Resolution No. 13-01-09R.

SECTION 3: Acquisition of Property. The City Council hereby officially determines that there is a public necessity for and the public welfare and convenience will be served by the acquisition by eminent domain, of the ROWs and Easements on the Property, and it is Frisco's intent to acquire the ROWs and Easements for public use as more specifically depicted on and described in ***Exhibits 1-10***, attached hereto, specifically for the purpose of, among other things, the construction, access, repair, maintenance and replacement of roadway, drainage facilities, slope facilities, water facilities, temporary construction and related improvements, necessary for the Project.

SECTION 4: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Frisco from time to time in connection with the acquisition of the ROWs and Easements on the Property for the purpose of, among other things, the construction, access, repair, maintenance and replacement of roadway, drainage facilities, slope facilities, water facilities, temporary construction and related improvements, necessary for the Project. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the ROWs and Easements on the Property. To this end, the City Manager shall first make a Bona Fide Offer to acquire the ROWs and Easements on the Property from the subject landowner(s) voluntarily. Should the landowner(s) fail to provide the ROWs and Easements, voluntarily, through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the ROWs and Easements on the Property through eminent domain to condemn.

SECTION 5: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on the independent appraisal reports, and other information, to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the ROWs and Easements on the Property for the purpose of making the Bona Fide Offer. After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said ROWs and Easements and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 6: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition, up to and including a fee simple interest, of the ROWs and Easements on the Property, the City Manager is authorized to send a written Bona Fide Offer to the landowner(s) of said Property for the acquisition of said ROWs and Easements at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Frisco to acquire the ROWs and Easements, voluntarily, from said landowner(s).

SECTION 7: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the ROWs and Easements on the Property needed for the Project, on behalf of Frisco, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the ROWs and Easements on the Property for the Project.

SECTION 8: Disposal of Improvements. The City Manager is hereby authorized to sell such surplus improvements, if any, located on the ROWs and Easements acquired in connection with this Project, should they interfere with the intended use and enjoyment of said ROWs and Easements.

SECTION 9: Use of Eminent Domain to Condemn Authorized. Should the City Manager be unable to acquire the ROWs and Easements, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd, & Joplin, P.C., to commence eminent domain proceedings for the acquisition of the ROWs and Easements by condemnation on the Property for the Project.

SECTION 10: Source of Funds. The amount to be paid, if any, for acquiring the ROWs and Easements on the Property for the Project will be appropriated from any lawful source.

SECTION 11: Savings/Repealing Clause. All provisions of any resolution in conflict with this Resolution are hereby repealed; but such repeal shall not abate any pending matters of the repealed resolution. Any remaining portions of conflicting resolutions shall remain in full force an effect.

SECTION 12: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. Frisco hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

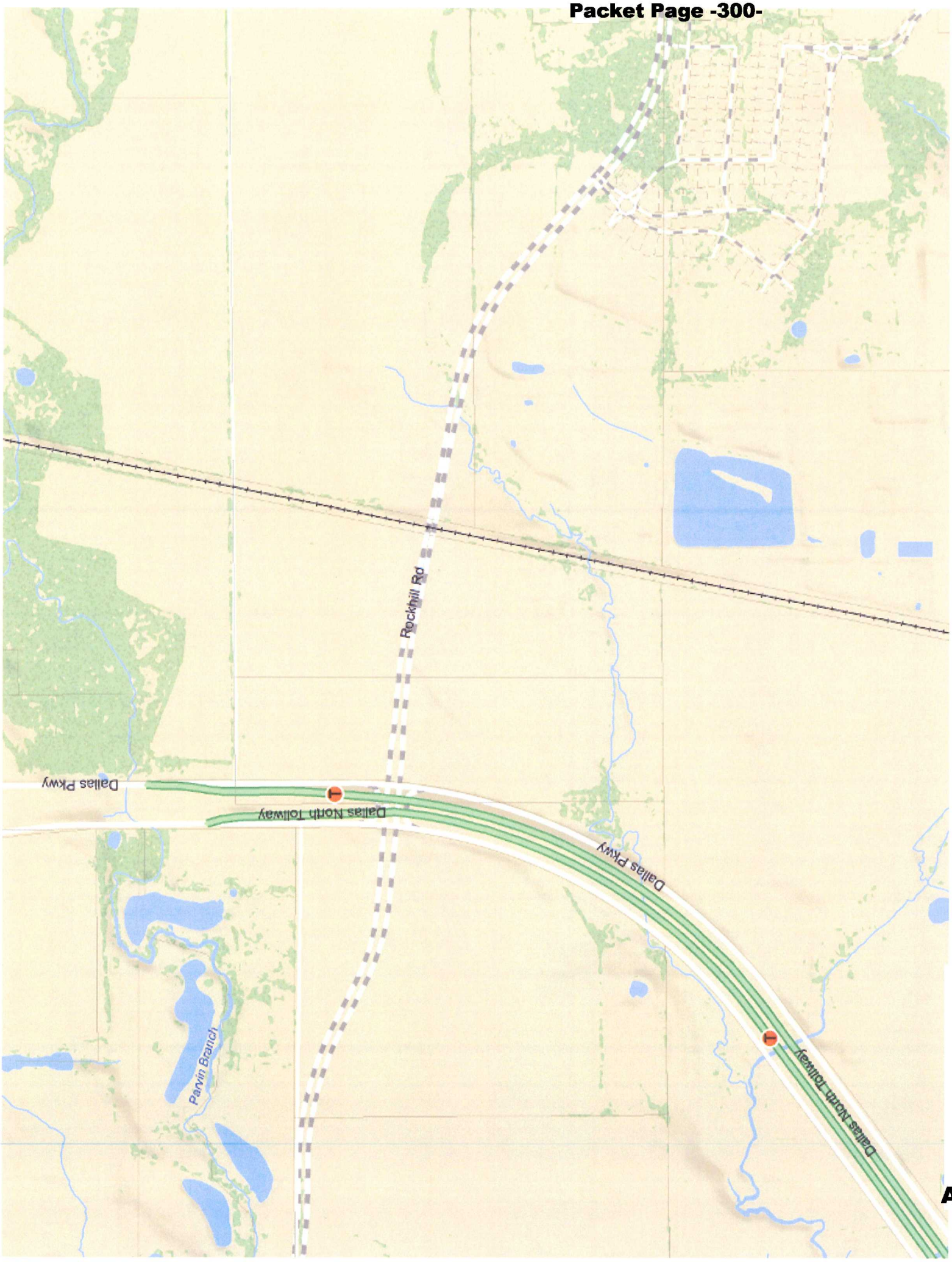
SECTION 13: Effective Date. This Resolution shall take effect immediately from and after its passage.

RESOLVED THIS the ____ day of April, 2013.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary


Rockhill Rd
Dallas Pkwy
Dallas North Tollway
Dallas Pkwy
Dallas North Tollway
Parvin Branch

AG

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap found at the northwest corner of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County,

THENCE with the west line of said Smotherman Family Partners, Ltd., South 0°44'00" East, a distance of 67.33 feet to a point for corner; said point being the intersection of said west line and the proposed south right-of-way line of Rockhill Road;

THENCE with said proposed south right-of-way line, the following courses and distances:

North 84°50'17" West, a distance of 28.53 feet to a point for corner at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of North 87°12'52" West, 119.42 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 119.45 feet to a point at the end of said curve;
North 89°35'27" West, a distance of 92.26 feet to the **POINT OF BEGINNING**;

THENCE departing said proposed south right-of-way line, the following courses and distances:

South 0°16'09" West, a distance of 47.75 feet to a point for corner;
South 45°46'12" West, a distance of 11.70 feet to a point for corner;
North 89°35'27" West, a distance of 438.40 feet to a point for corner;
North 45°00'00" West, a distance of 11.78 feet to a point for corner;
North 0°24'33" East, a distance of 45.53 feet to a point in the south right-of-way line of County Road No. 26 at the beginning of a non-tangent curve to the left having a central angle of 19°11'18", a radius of 125.00 feet, a chord bearing and distance of South 81°46'47" East, 41.67 feet;

THENCE with said south right-of-way line of County Road No. 26, the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 41.86 feet to a 1/2" iron rod with cap found at the end of said curve;
South 46°22'24" East, a distance of 28.28 feet to a 1/2" iron rod with cap found for corner;
North 88°37'36" East, a distance of 189.37 feet to a 1/2" iron rod with cap found for corner;
North 43°37'36" East, a distance of 28.28 feet to a 1/2" iron rod with cap found for corner;
North 88°37'36" East, a distance of 22.55 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said existing south right-of-way line and said proposed south right-of-way line;

THENCE with said proposed south right-of-way line, South 89°35'27" East, a distance of 161.92 feet to the **POINT OF BEGINNING** and containing 19,975 square feet or 0.459 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

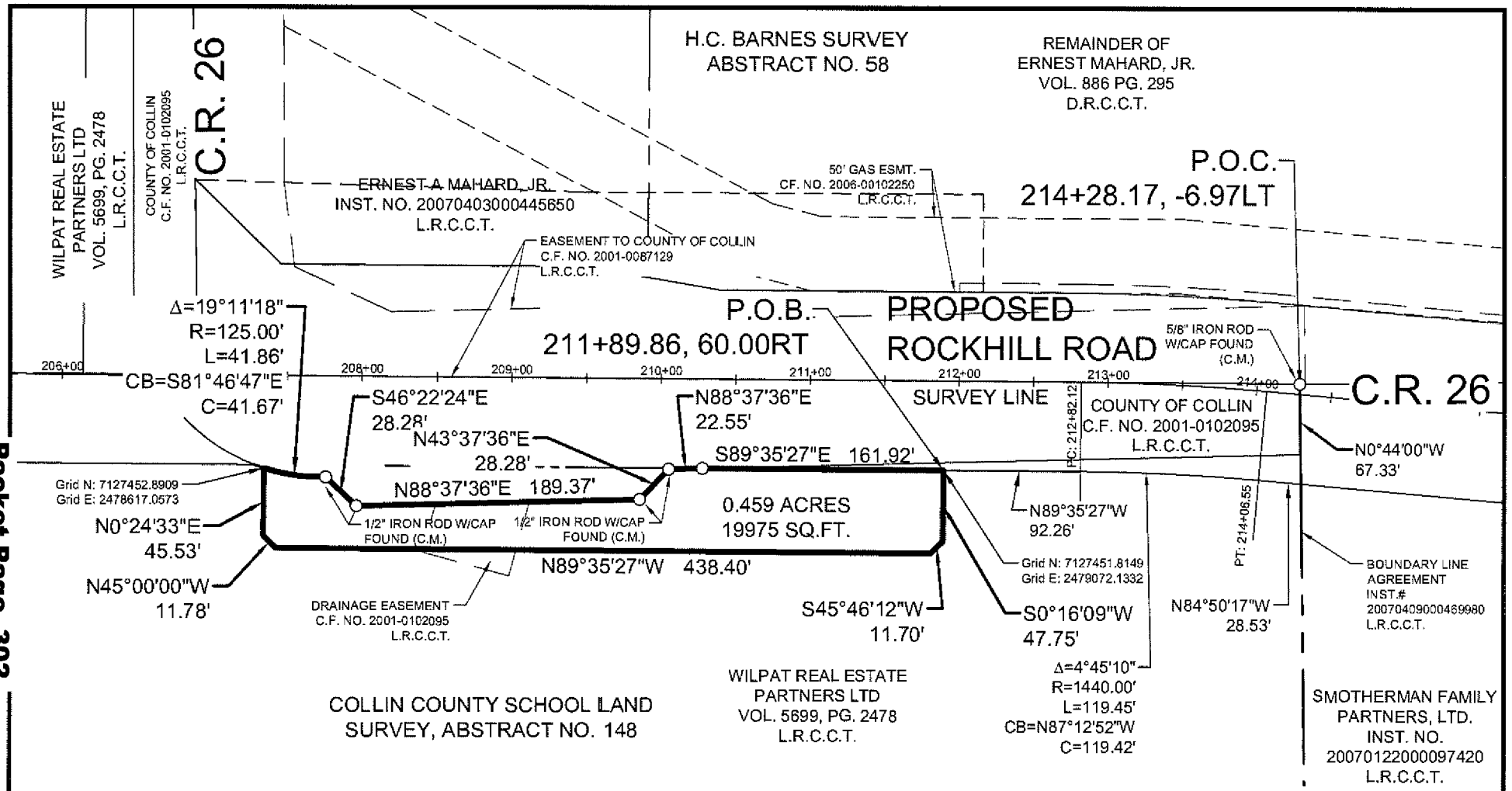


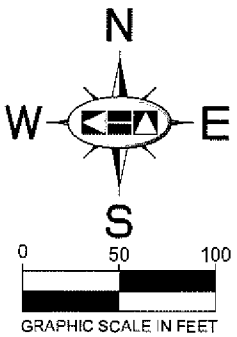
Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

DRAINAGE EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	2/21/2013	061123017	1 OF 2





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

DRAINAGE EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	2/21/2013	061123017	2 OF 2

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LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the west line of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas; said point being the southeast corner of a tract of land described as "Parcel 2" in Deed to the County of Collin, recorded in Clerk's File No. 2001-0102095, Land Records of Collin County, Texas;

THENCE departing said south line and with said west line, South 0°44'00" East, a distance of 19.82 feet to a 5/8" iron rod with "KHA" cap set for corner at the intersection of said west line and the proposed south right-of-way line of Rockhill Road;

THENCE departing said west line and with said proposed south right-of-way line, the following courses and distances:

North 84°50'17" West, a distance of 28.53 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of North 87°12'52" West, 119.42 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 119.45 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;
North 89°35'27" West, a distance of 254.19 feet to a 5/8" iron rod with "KHA" cap set for corner at the intersection of said south right-of-way line of County Road No. 26 and said proposed south right-of-way line of Rockhill Road;

THENCE with said south right-of-way line of County Road No. 26, North 88°37'36" East, a distance of 401.73 feet to the **POINT OF BEGINNING** and containing 0.066 acres or 2,881 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

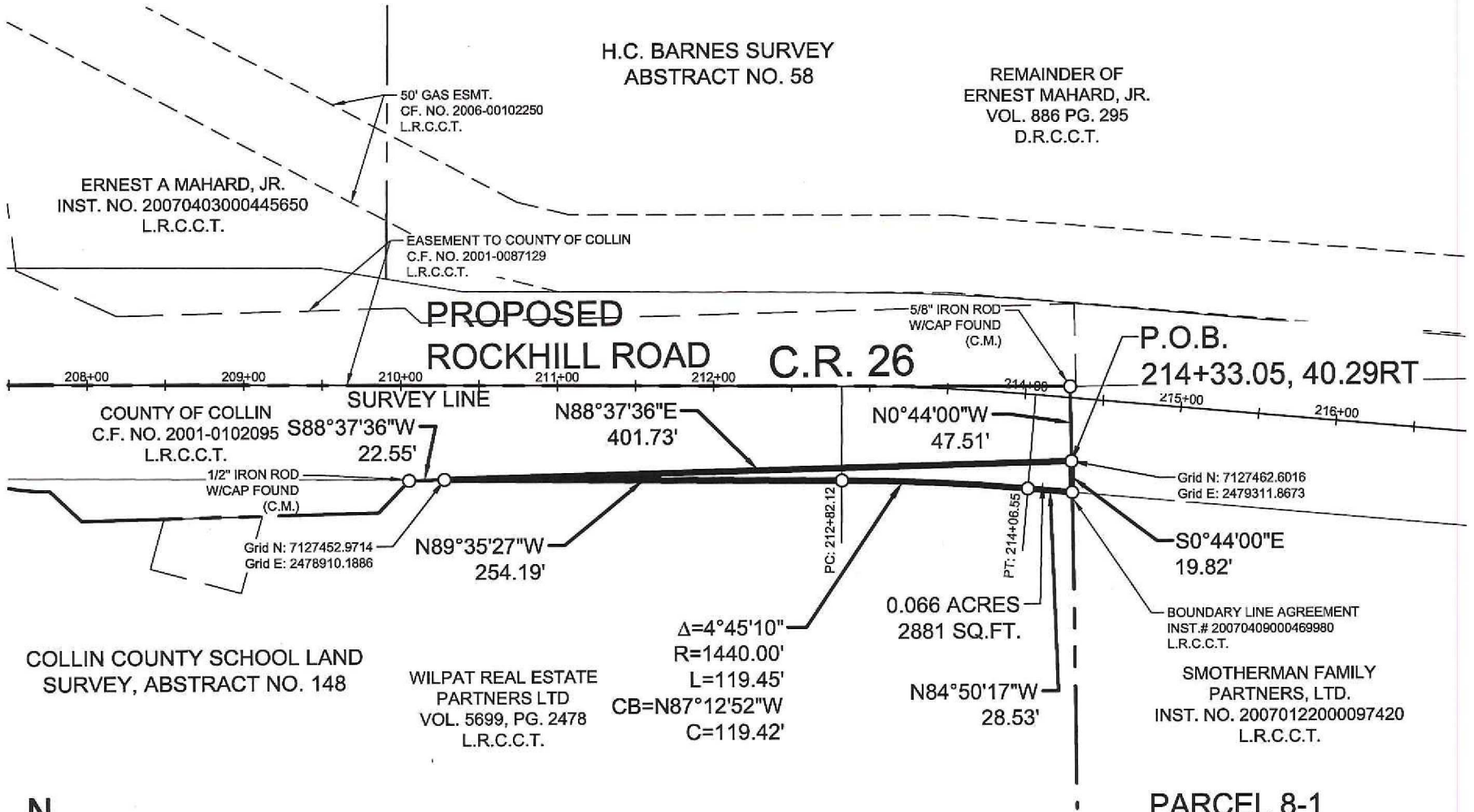
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



PARCEL 8-1
OWNER: WILPAT REAL ESTATE PARTNERS, LTD.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
O = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

PARCEL 8-1

OWNER: WILPAT REAL ESTATE PARTNERS, LTD.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/19/2012	061123017	2 OF 2

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AGENDA ITEM #24.
Packet Page -304-

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the Collin County School Land Survey, Abstract No. 147, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the south right-of-way line of County Road No. 26 at the southernmost southwest corner of a tract of land described as "Parcel 2" in Deed to the County of Collin, recorded in Clerk's File No. 2001-0102095, Land Records of Collin County, Texas;

THENCE departing said south right-of-way line and with the proposed south right-of-way line of Rockhill Road, North 89°35'27" West, a distance of 230.53 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southwest corner of the westerly terminus of said Rockhill Road;

THENCE with said proposed terminus, North 0°24'33" East, a distance of 130.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northwest corner of said terminus and the southernmost end of a right-of-way corner clip at the intersection of the proposed north right-of-way line of said Rockhill Road and the proposed west right-of-way line of County Road No. 26 (a variable width proposed right-of-way);

THENCE with said proposed right-of-way corner clip, North 45°24'33" East, a distance of 79.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northernmost end of said proposed right-of-way corner clip;

THENCE with said proposed west right-of-way line, the following courses and distances:

North 0°24'33" East, a distance of 317.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
North 89°19'00" East, a distance of 127.95 feet to a 5/8" iron rod with plastic cap stamped "KHA" set generally in County Road No. 26 and in the west line of a tract of land described in Quitclaim Deed to Ernest A. Mahard, Jr., recorded in Instrument No. 20070403000445650, Land Records of Collin County, Texas;

THENCE with said west line and generally along County Road No. 26, South 0°41'00" East, a distance of 168.21 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northeast corner of said County of Collin tract;

THENCE with the north line of said County of Collin tract, South 89°59'40" West, a distance of 39.62 feet to a 1/2" iron rod with cap found at the northwest corner of said County of Collin tract;

THENCE with the west line of said County of Collin tract and generally along said County Road No. 26, South 0°02'32" East, a distance of 220.93 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 69°04'26", a radius of 125.00 feet, a chord bearing and distance of South 34°34'45" East, 141.73 feet;

THENCE in a southeasterly direction with said curve to the left, an arc distance of 150.70 feet to the **POINT OF BEGINNING** and containing 1.477 acres or 64,346 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

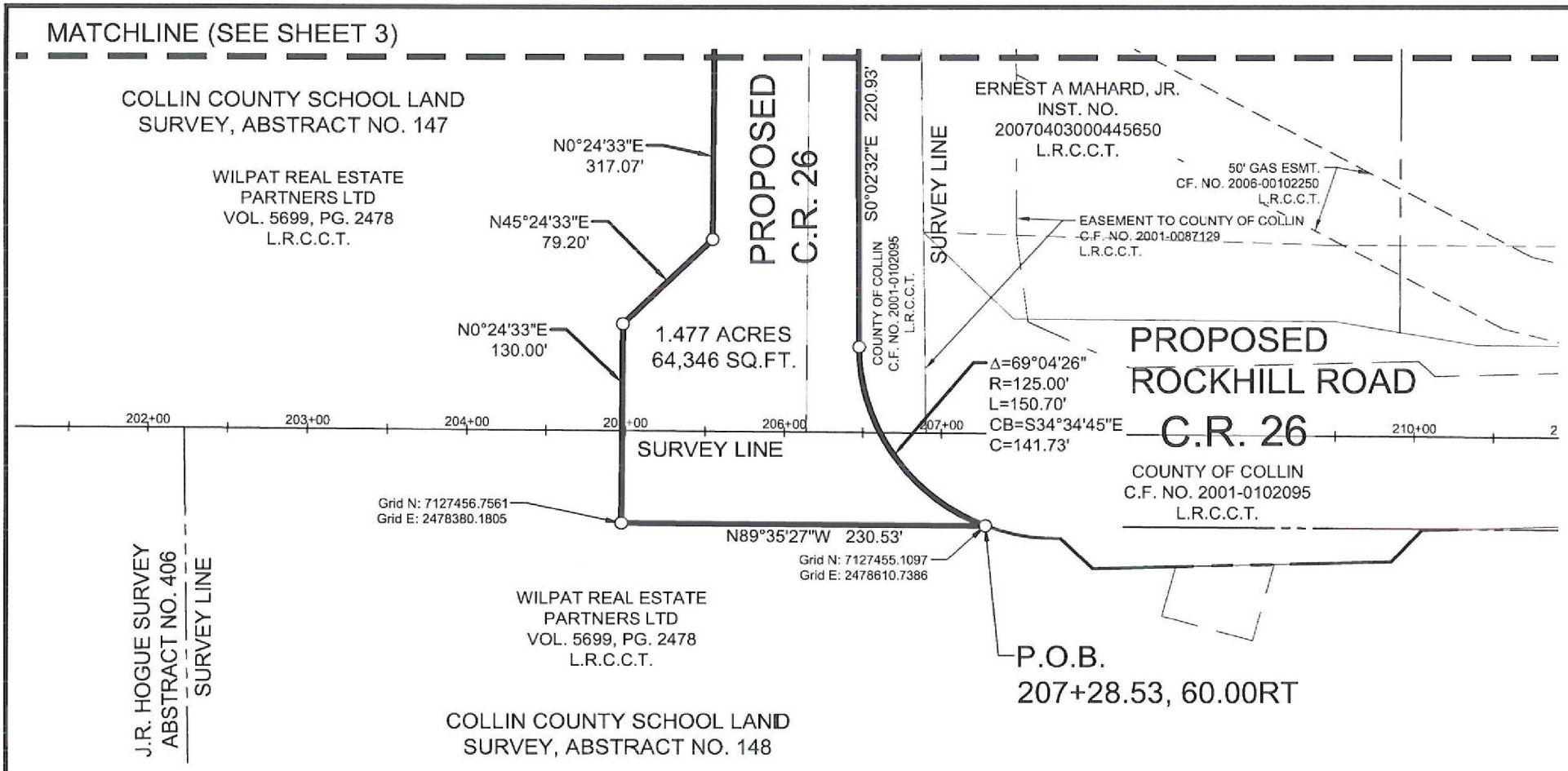


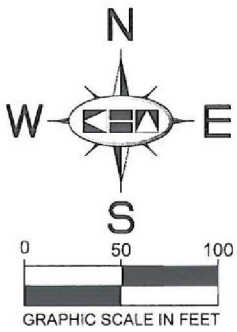
PARCEL 8-2
OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

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N/A	SRD	DAB	10/11/2012	061123017	1 OF 3

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LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

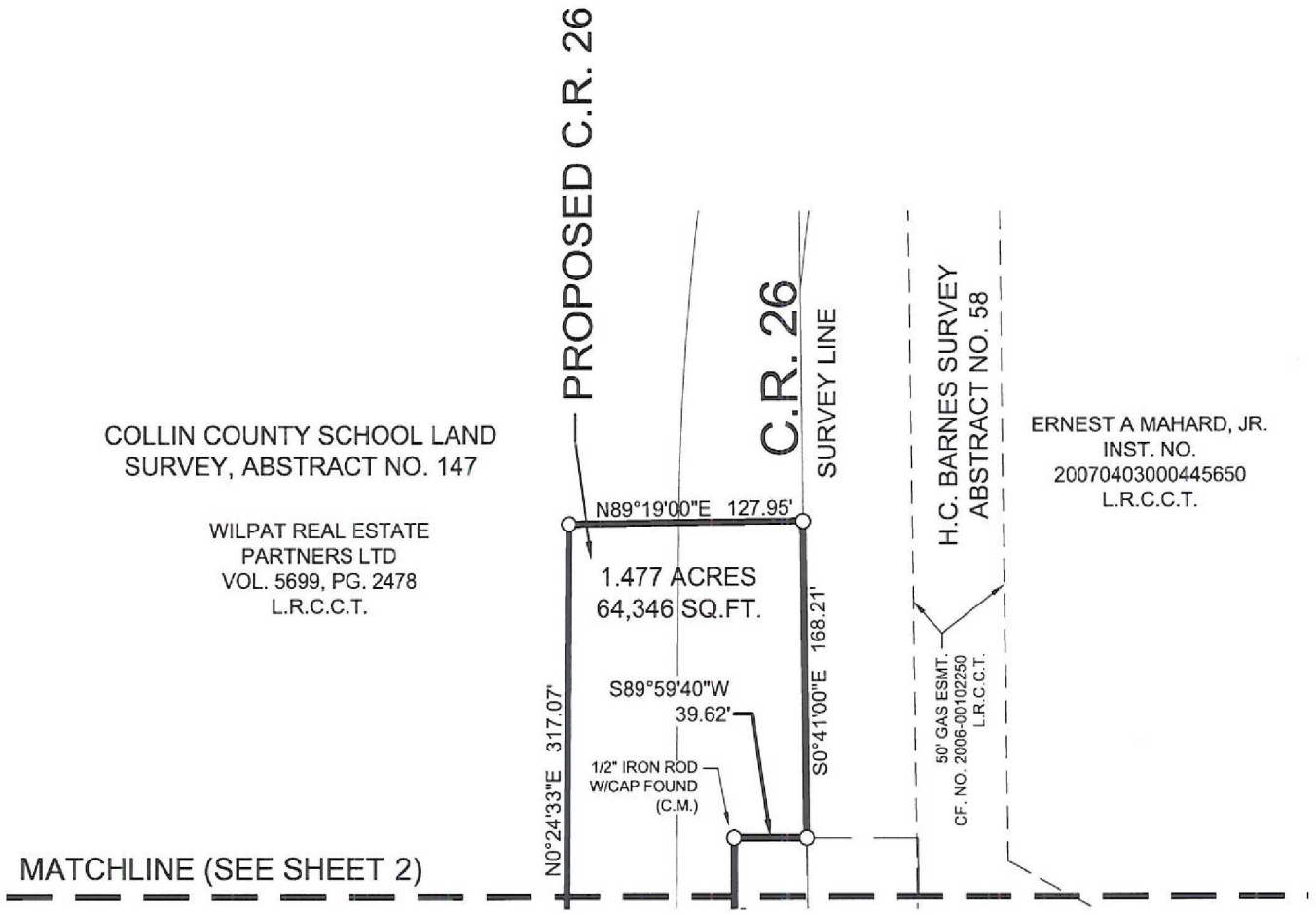
NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

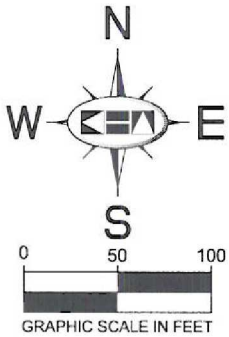
PARCEL 8-2

OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/11/2012	061123017	2 OF 3





LEGEND
C.M. = Controlling Monument
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○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

PARCEL 8-2

OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/11/2012	061123017	3 OF 3

PLOTTED BY DUNN, STACY 10/11/2012 2:55 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap found at the northwest corner of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas;

THENCE with the west line of said Smotherman Family Partners, Ltd. tract and said boundary line agreement, South 0°44'00" East, a distance of 82.41 feet to the **POINT OF BEGINNING**;

THENCE continuing with said west line and said boundary line agreement, South 0°44'00" East, a distance of 62.13 feet to a point for corner;

THENCE departing said west line and said boundary line agreement, the following courses and distances:

North 87°34'01" West, a distance of 241.70 feet to a point for corner;
North 45°46'12" East, a distance of 86.78 feet to a point for corner;
South 89°35'27" East, a distance of 30.51 feet to a point at the beginning of a tangent curve to the right having a central angle of 4°45'10", a radius of 1425.00 feet, a chord bearing and distance of South 87°12'52" East, 118.17 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 118.21 feet to a point at the end of said curve;
South 84°50'17" East, a distance of 30.08 feet to the **POINT OF BEGINNING** and containing 13,452 square feet or 0.309 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

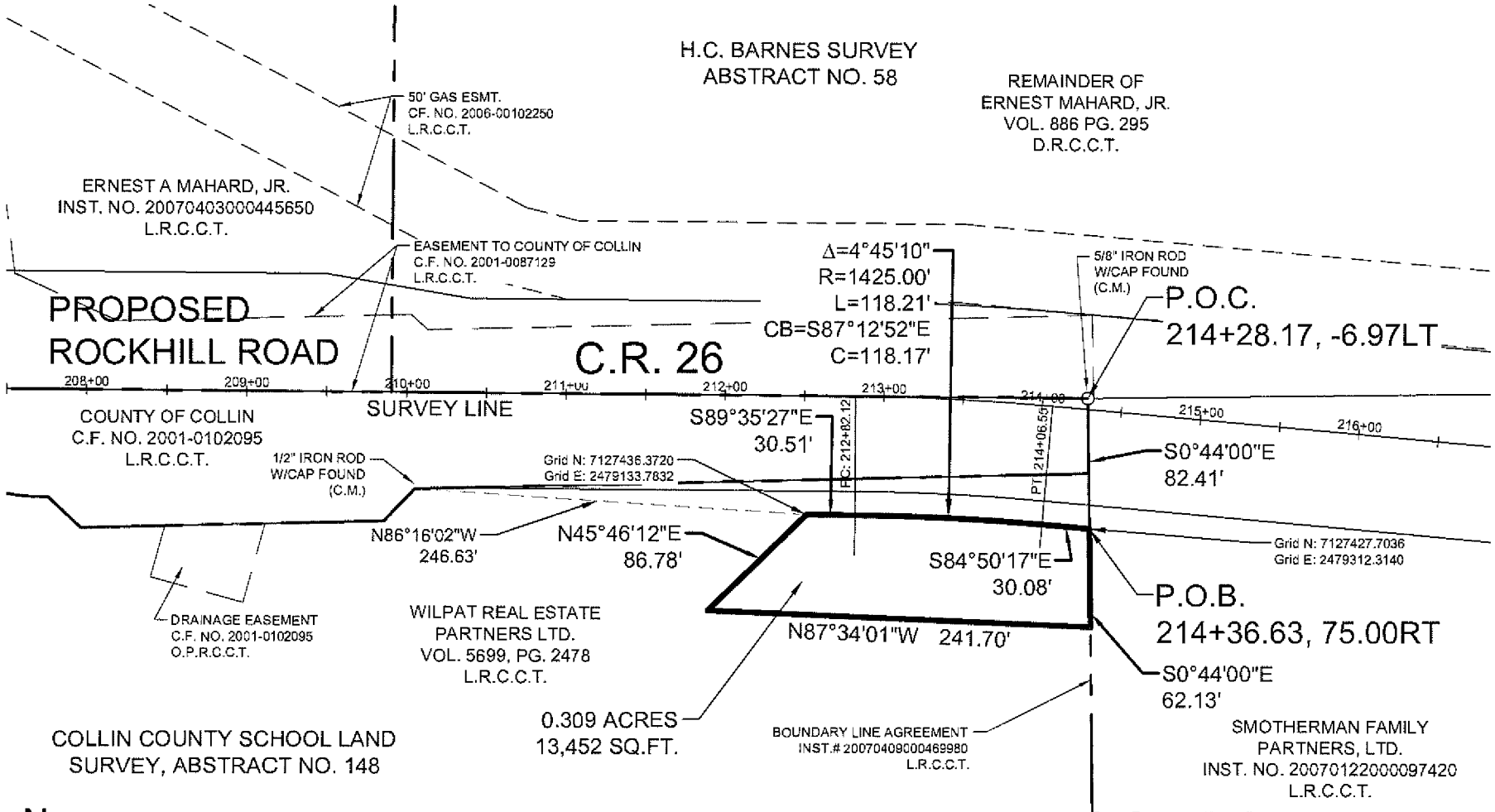


SLOPE EASEMENT 8-1
OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	3/27/2013	061123017	1 OF 2

PLOTTED BY DUNN, STACY 3/27/2013 12:40 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL



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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

SLOPE EASEMENT 8-1

OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
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Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	3/27/2013	061123017	2 OF 2

PLOTTED BY DUNN, STACY 3/27/2013 12:40 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SLOPE 8-1.DWG LAST SAVED 3/27/2013 12:40 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap found at the northwest corner of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas;

THENCE with the west line of said Smotherman Family Partners, Ltd. tract and said boundary line agreement, South 0°44'00" East, a distance of 47.51 feet the northeast corner of said Wilpat Real Estate Partners Ltd., tract;

THENCE departing said west line and said boundary agreement, South 86°40'07" West, a distance of 191.55 feet to the **POINT OF BEGINNING**;

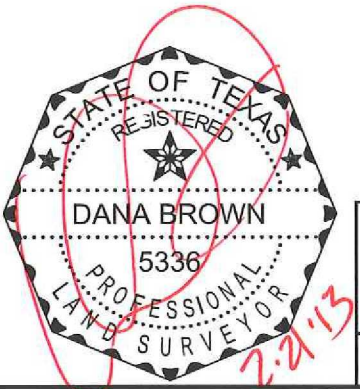
THENCE South 45°46'12" West, a distance of 67.96 feet to a point for corner;

THENCE North 0°16'09" East, a distance of 47.75 feet to a point in the proposed south right-of-way line of Rockhill Road (a variable width proposed right-of-way);

THENCE with said proposed south right-of-way line, South 89°35'27" East, a distance of 48.47 feet to the **POINT OF BEGINNING** and containing 1,157 square feet or 0.027 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

Dana Brown
Registered Professional Land Surveyor No. 5336
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Dallas, Texas 75251-1516

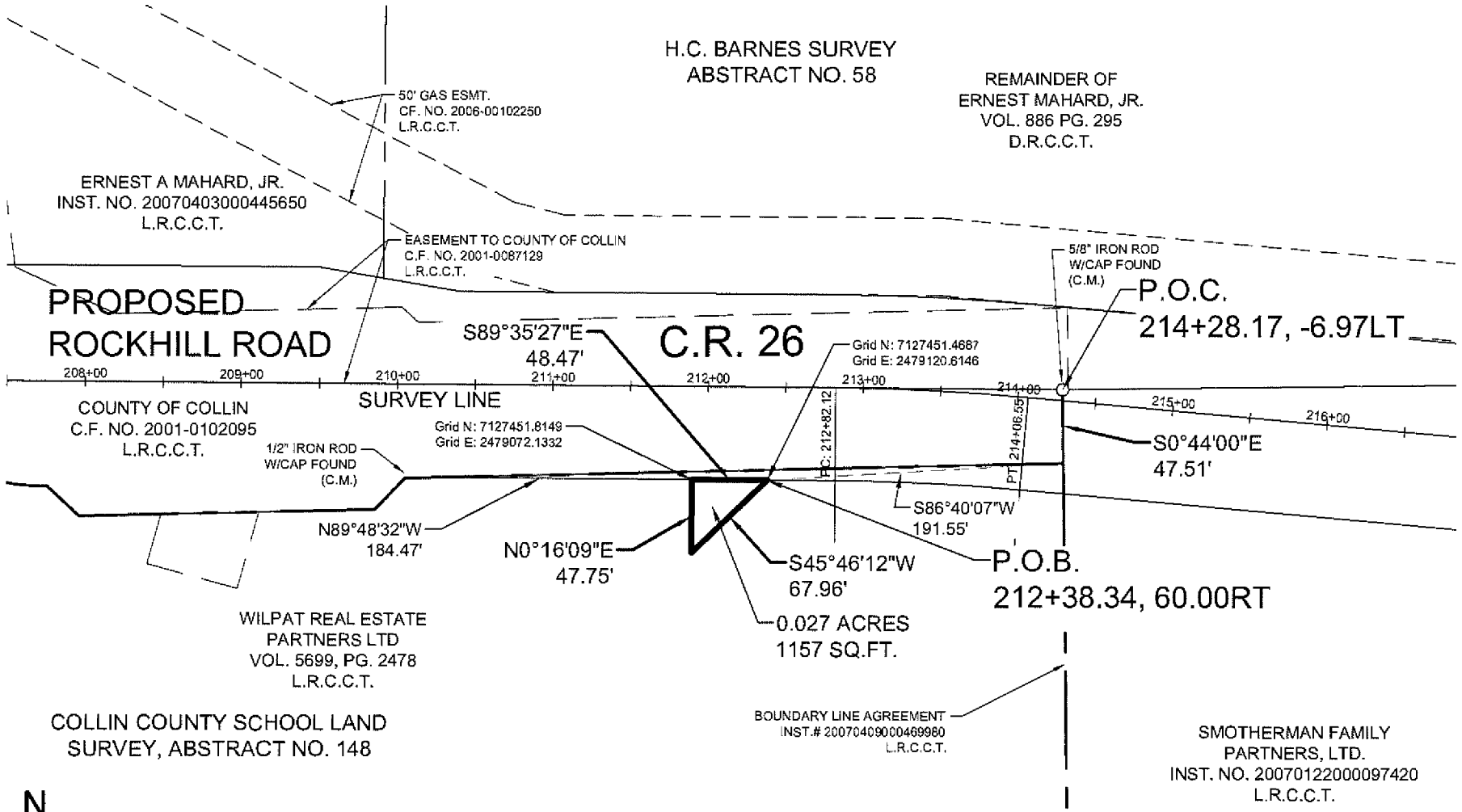


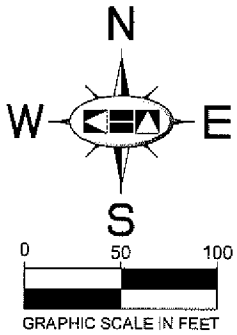
SLOPE EASEMENT 8-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	2/21/2013	061123017	1 OF 2

PLOTTED BY DUNN, STACY 2/21/2013 1:47 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

SLOPE EASEMENT 8-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	2/21/2013	061123017	2 OF 2

PLOTTED BY DUNN, STACY 2/21/2013 1:47 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SLOPE 8-2.DWG LAST SAVED 2/21/2013 12:40 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap found at the northwest corner of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas;

THENCE the west line of said Smotherman Family Partners, Ltd. tract, South 0°44'00" East, a distance of 67.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said west line and the proposed south right-of-way line of Rockhill Road;

THENCE with said south right-of-way line, the following courses and distances:

North 84°50'17" West, a distance of 28.53 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of North 87°12'52" West, 119.42 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 119.45 feet to a point at the end of said curve;
North 89°35'27" West, a distance of 254.19 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner at the intersection of said proposed south right-of-way line and the existing south right-of-way line of County Road No. 26;

THENCE with said existing south right-of-way line, the following courses and distances:

South 88°37'36" West, a distance of 22.55 feet to a 1/2" iron rod with cap found for corner;
South 43°37'36" West, a distance of 28.28 feet to a 1/2" iron rod with cap found for corner;
South 88°37'36" West, a distance of 189.37 feet to a 1/2" iron rod with cap found for corner;
North 46°22'24" West, a distance of 28.28 feet to a 1/2" iron rod with cap found at the beginning of a non-tangent curve to the right having a central angle of 19°11'18", a radius of 125.00 feet, a chord bearing and distance of North 81°46'47" West, 41.67 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 41.86 feet to the **POINT OF BEGINNING**;

THENCE departing said south right-of-way line, the following courses and distances:

South 0°24'33" West, a distance of 45.53 feet to a point for corner;
North 45°00'00" West, a distance of 67.95 feet to a point in said proposed south right-of-way line;

THENCE with said proposed south right-of-way line, South 89°35'27" East, a distance of 42.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said proposed south right-of-way line and the existing south right-of-way line of said County Road No. 26 at the beginning of a non-tangent curve to the left having a central angle of 3°04'10", a radius of 125.00 feet, a chord bearing and distance of South 70°39'03" East, 6.70 feet;

THENCE with said existing south right-of-way line of County Road No. 26, in a southeasterly direction with said curve to the left, an arc distance of 6.70 feet to the **POINT OF BEGINNING** and containing 1,147 square feet or 0.026 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).



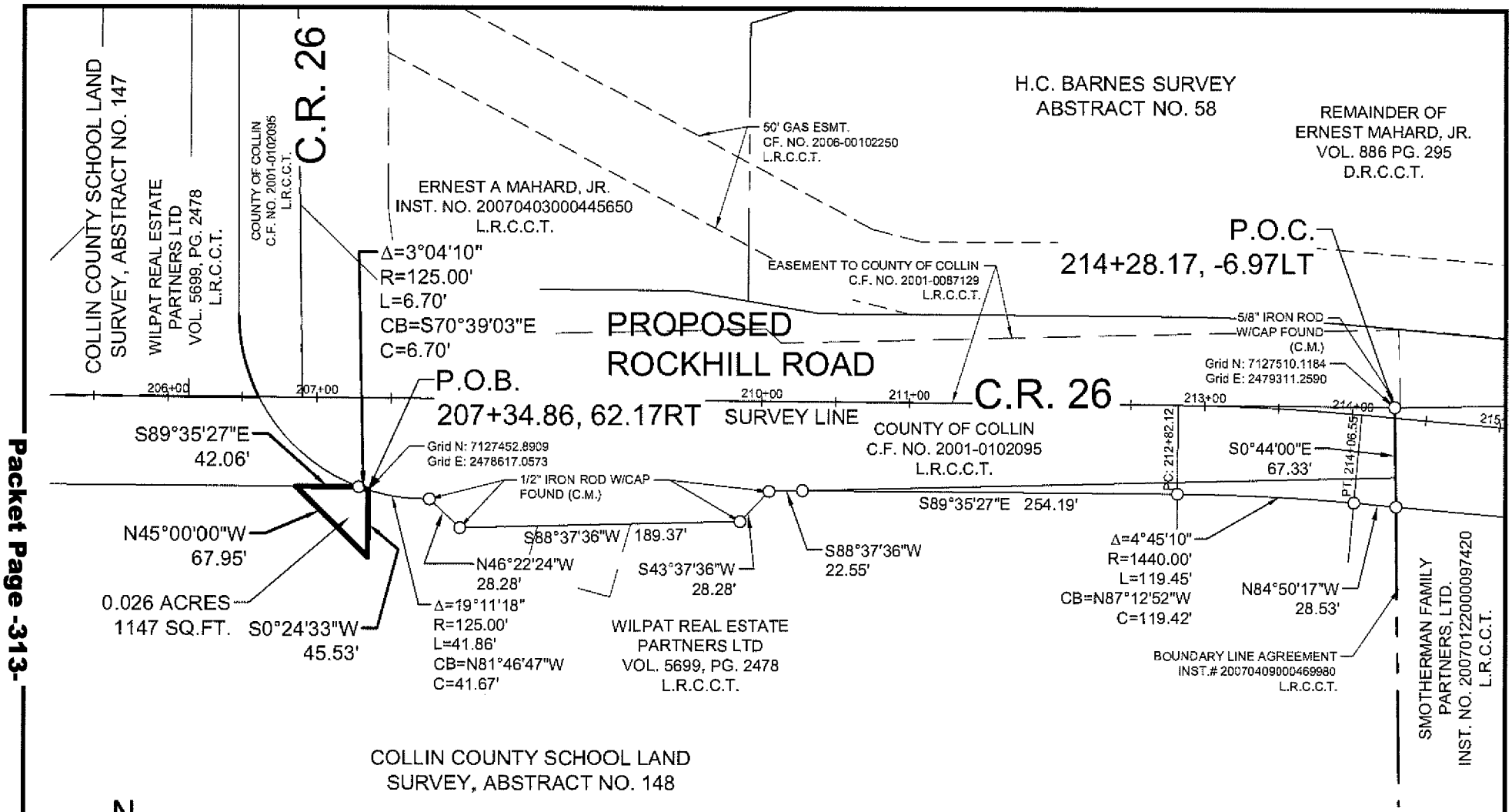
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

SLOPE EASEMENT 8-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	2/21/2013	061123017	1 OF 2

PLOTTED BY DUNN, STACY 2/21/2013 4:24 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL



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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

SLOPE EASEMENT 8-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	2/21/2013	061123017	2 OF 2

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LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the Collin County School Land Survey, Abstract No. 147, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap found in County Road No. 26 on the south line of a tract of land described in Special Warranty Deed to Ernest Mahard, Jr., recorded in Volume 886, Page 295, Land Records of Collin County, Texas at the northwest corner of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas;

THENCE with the west line of a boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas, South 0°44'00" East, a distance of 144.54 feet to the **POINT OF BEGINNING**;

THENCE continuing with said west line, South 0°44'00" East, a distance of 72.21 feet to a point for corner;

THENCE departing said west line, the following courses and distances:

South 89°34'43" West, a distance of 27.22 feet to a point for corner;
North 0°01'55" East, a distance of 53.50 feet to a point for corner;
North 87°34'01" West, a distance of 215.88 feet to a point for corner;
North 89°35'27" West, a distance of 537.02 feet to a point for corner;
North 0°24'33" East, a distance of 45.98 feet to a point for corner;
North 89°35'27" West, a distance of 174.50 feet to a point for corner;
North 0°24'33" East, a distance of 230.00 feet to a point for corner;
South 89°35'27" East, a distance of 41.72 feet to a point for corner;
North 45°24'33" East, a distance of 20.20 feet to a point for corner;
North 0°24'33" East, a distance of 328.41 feet to a point for corner;
North 89°19'00" East, a distance of 147.58 feet to a point in County Road No. 26 and in the west line of a tract of land described in Special Warranty Deed to Ernest A. Mahard, Jr., recorded in Instrument No. 20070403000445650, Land Records of Collin County, Texas;

THENCE with said west line and generally along County Road No. 26, South 0°41'00" East, a distance of 20.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northeast corner of the proposed terminus of County Road No. 26 (a variable width proposed right-of-way);

THENCE departing said west line and with said proposed terminus, South 89°19'00" West, a distance of 127.95 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northwest corner of said terminus;

THENCE with the proposed west right-of-way line of County Road No. 26, South 0°24'33" West, a distance of 292.07 feet to a point for corner;

TEMPORARY CONSTRUCTION EASEMENT 8-2

OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS



Dana Brown
Registered Professional Land Surveyor No. 5336
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Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	3/27/2013	061123017	1 OF 4

THENCE departing said proposed west right-of-way line, the following courses and distances:

North 89°35'27" West, a distance of 15.00 feet to a point for corner;
South 0°24'33" West, a distance of 40.00 feet to a point in a right-of-way corner clip at the intersection of said proposed west right-of-way line and the proposed north right-of-way line of Rockhill Road (a variable width proposed right-of-way);

THENCE with said proposed right-of-way corner clip, South 45°24'33" West, a distance of 57.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the westernmost corner of said proposed right-of-way corner clip;

THENCE with the proposed westerly terminus of said Rockhill Road, South 0°24'33" West, a distance of 145.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 89°35'27" East, a distance of 175.20 feet to a point for corner;

THENCE South 45°00'00" East, a distance of 86.86 feet to a point for corner;

THENCE South 89°35'27" East, a distance of 454.81 feet to a point for corner;

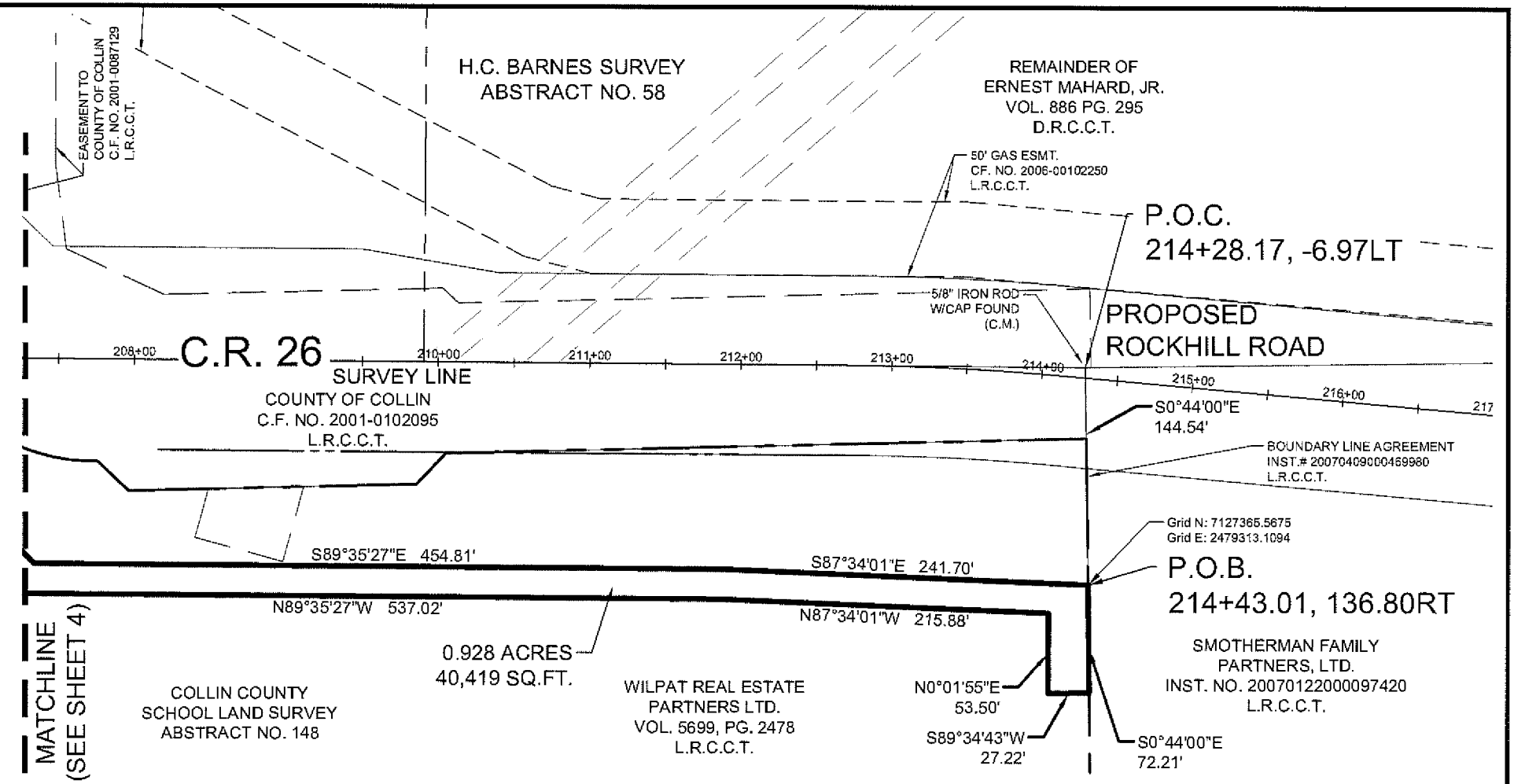
THENCE South 87°34'01" East, a distance of 241.70 feet to the **POINT OF BEGINNING** and containing 0.928 acres or 40,419 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

TEMPORARY CONSTRUCTION EASEMENT 8-2
OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	3/27/2013	061123017	2 OF 4



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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

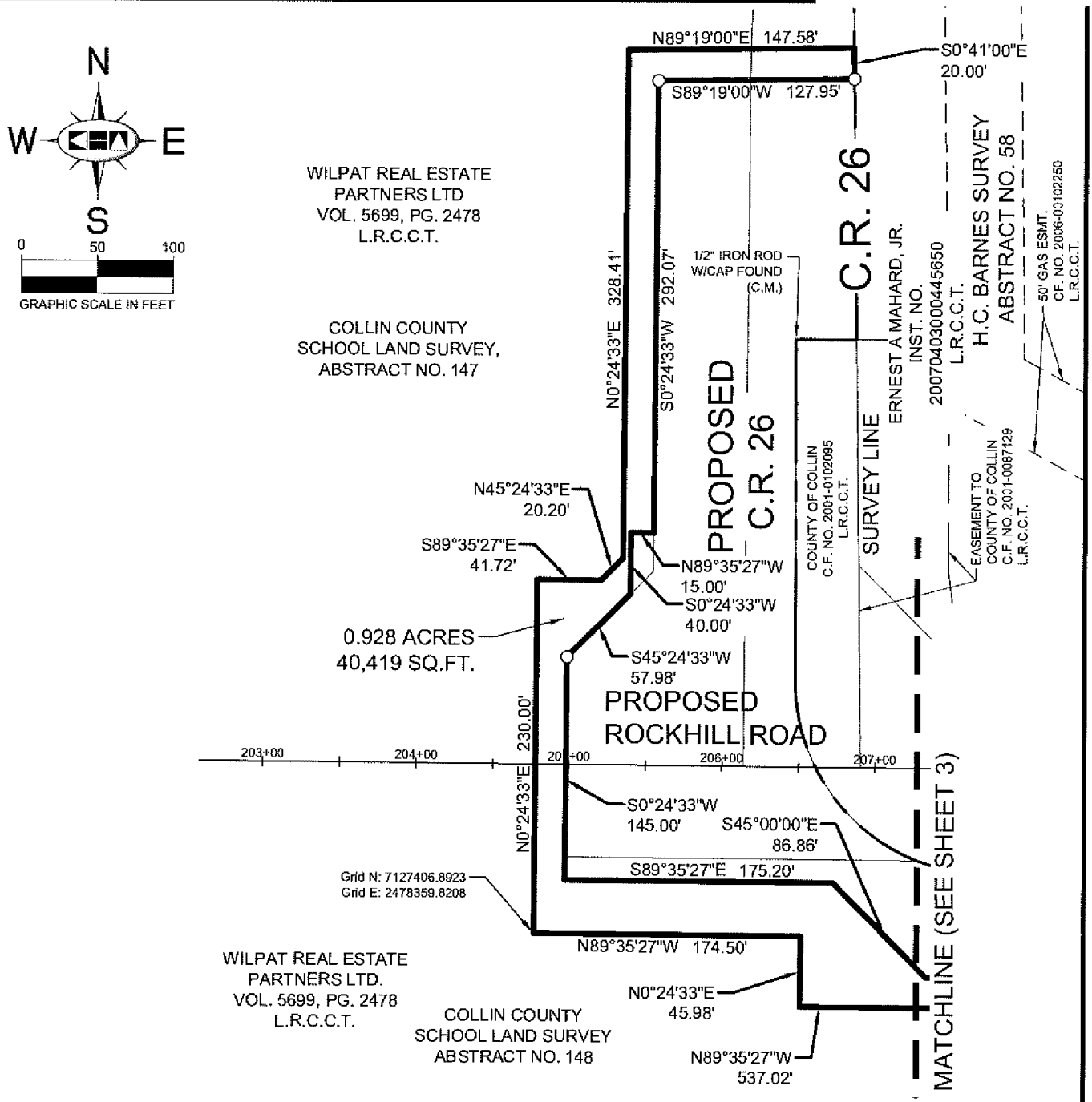
TEMPORARY CONSTRUCTION EASEMENT 8-2

OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	3/27/2013	061123017	3 OF 4

PLOTTED BY DUNN, STACY 3/27/2013 12:49 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-TCE 8-2 ALT.DWG LAST SAVED 3/27/2013 12:49 PM



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NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

TEMPORARY CONSTRUCTION EASEMENT 8-2

OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
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Tel. No. (972) 770-1300
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	3/27/2013	061123017	4 OF 4

PLOTTED BY DUNN, STACY 3/27/2013 12:50 PM DWG NAME K:\DAL_SURVEY\ FRISCO SURVEY FILES\FRI SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, and the J.R. Hogue Survey, Abstract No. 406, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the west line of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas; said point being the intersection of said west line and the proposed south right-of-way line of Rockhill Road; from said point, a 5/8" iron rod with cap found at the northwest corner of said Smotherman Family Partners, Ltd., tract bears North 00°44'00" West, a distance of 67.33 feet;

THENCE departing said south right-of-way line and with said west line, South 0°44'00" East, a distance of 15.08 feet to a point for corner;

THENCE departing said west line, the following courses and distances:

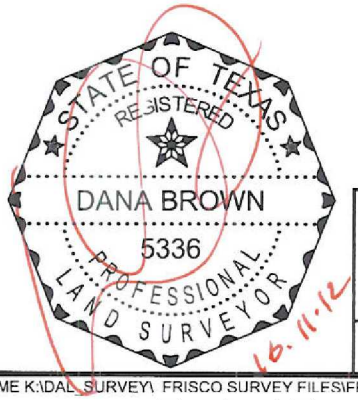
North 84°50'17" West, a distance of 30.08 feet to a point at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1425.00 feet, a chord bearing and distance of North 87°12'52" West, 118.17 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 118.21 feet to a point at the end of said curve;
North 89°35'27" West, a distance of 30.51 feet to a point for corner;
South 45°46'12" West, a distance of 86.78 feet to a point for corner;
North 89°35'27" West, a distance of 454.81 feet to a point for corner;
North 45°00'00" West, a distance of 86.86 feet to a point for corner;
North 89°35'27" West, a distance of 175.20 feet to a point for corner;
North 0°24'33" East, a distance of 15.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southernmost end of the proposed right-of-way terminus of Rockhill Road;

THENCE with the proposed south right-of-way line of Rockhill Road, South 89°35'27" East, a distance of 188.47 feet to a point for corner;

THENCE departing said proposed south right-of-way line, the following courses and distances:

South 45°00'00" East, a distance of 79.73 feet to a point for corner;
South 89°35'27" East, a distance of 438.40 feet to a point for corner;
North 45°46'12" East, a distance of 79.67 feet to a point in said proposed south right-of-way line of Rockhill Road;

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/11/2012	061123017	1 OF 4

PLOTTED BY DUNN, STACY 10/11/2012 2:52 PM DWG NAME K:\DAL_SURVEY\ FRISCO SURVEY FILES\FRI SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

THENCE with said proposed south right-of-way line, the following courses and distances:

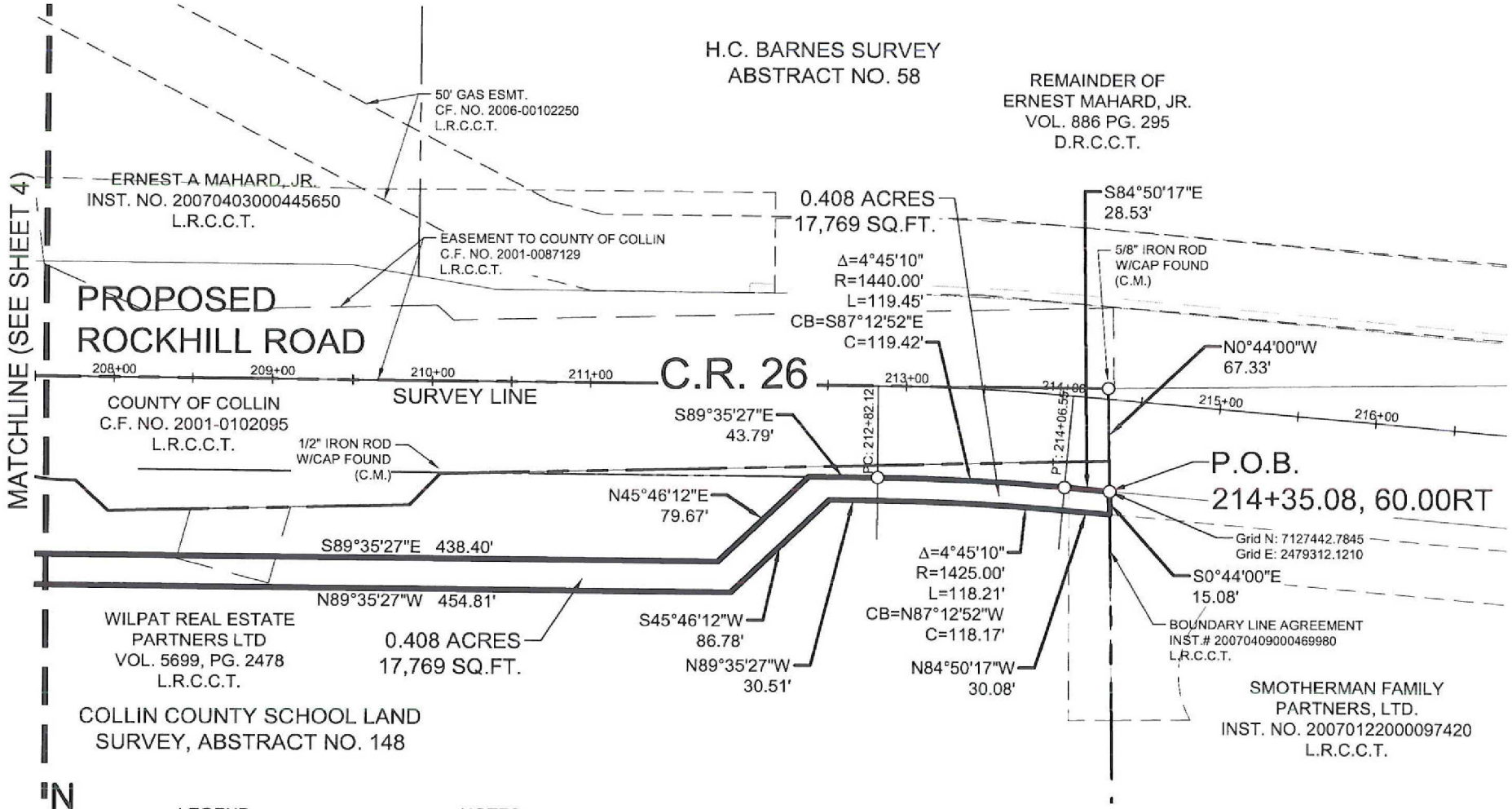
South 89°35'27" East, a distance of 43.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of South 87°12'52" East, 119.42 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 119.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;
South 84°50'17" East, a distance of 28.53 feet to the **POINT OF BEGINNING** and containing 17,769 square feet or 0.408 acres of land.

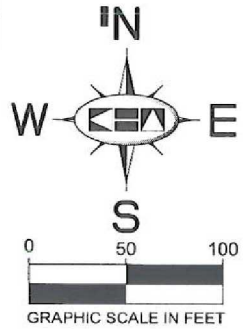
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/11/2012	061123017	2 OF 4





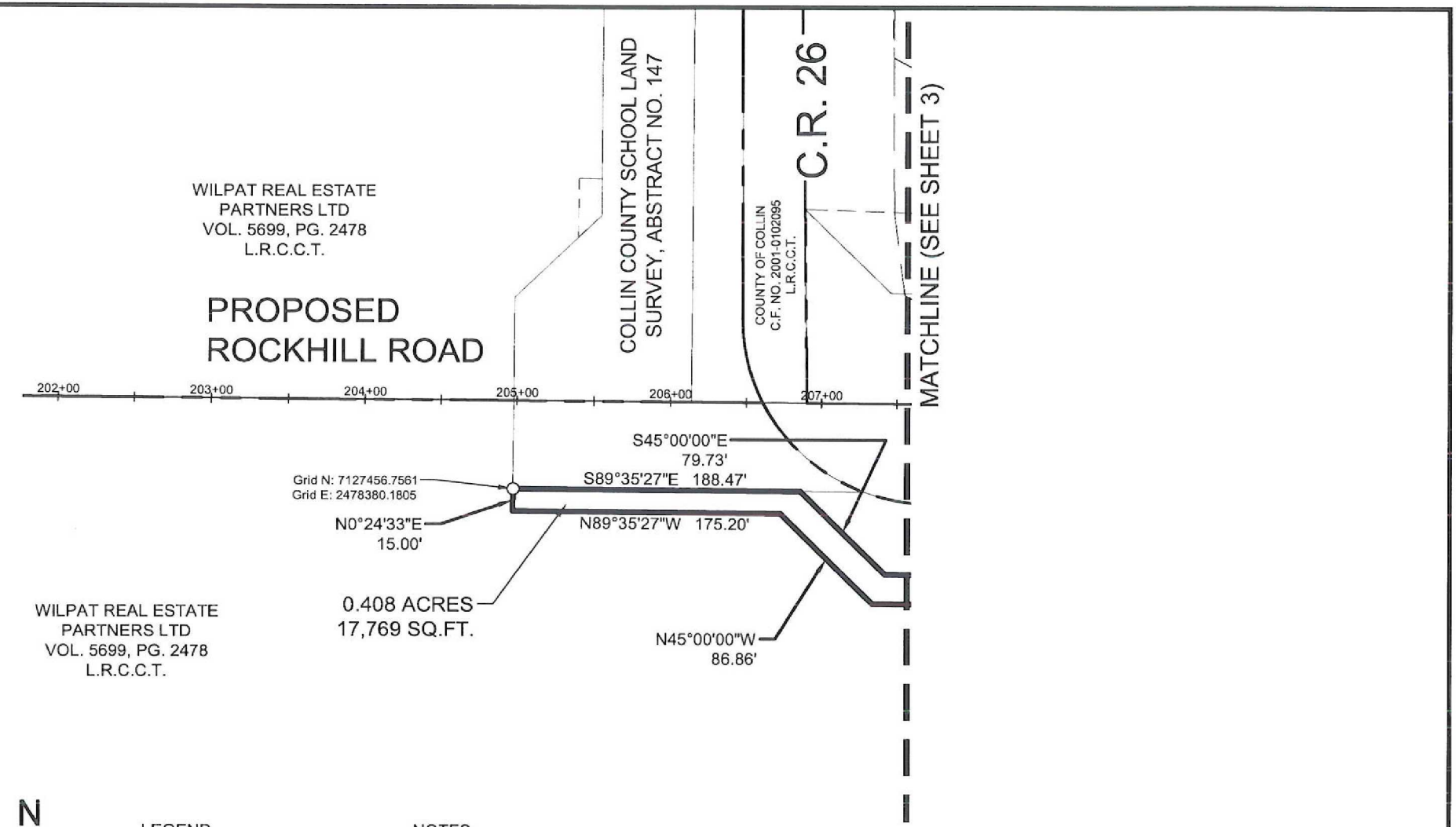
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

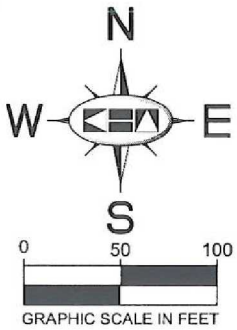
NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/11/2012	061123017	3 OF 4





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/11/2012	061123017	4 OF 4

PLOTTED BY DUNN, STACY 10/11/2012 2:52 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-WATER 8-1 ALT.DWG LAST SAVED 10/11/2012 2:51 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Second Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with cap found at the northwest corner of a tract of land described as "Parcel 3" in Deed to the County of Collin, recorded in Clerk's File No. 2001-0102095, Land Records of Collin County, Texas;

THENCE with the west line of said County of Collin tract, South 0°02'32" East, a distance of 150.32 feet to a point for corner;

THENCE departing said west line, South 89°57'28" West, a distance of 92.70 feet to a 5/8" iron rod with "KHA" cap set for the **POINT OF BEGINNING**; said point being the northernmost end of a right-of-way corner clip at the intersection of the proposed west right-of-way line of County Road No. 26 and the proposed north right-of-way line of Rockhill Road;

THENCE with said proposed right-of-way corner clip, South 45°24'33" West a distance of 21.21 feet to a point for corner;

THENCE departing said right-of-way line, the following courses and distances:

North 0°24'33" East, a distance of 40.00 feet to a point for corner;
South 89°35'27" East, a distance of 15.00 feet to a point for corner in said proposed west right-of-way line;

THENCE with said proposed west right-of-way line, South 0°24'33" West, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 0.011 acres or 487 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

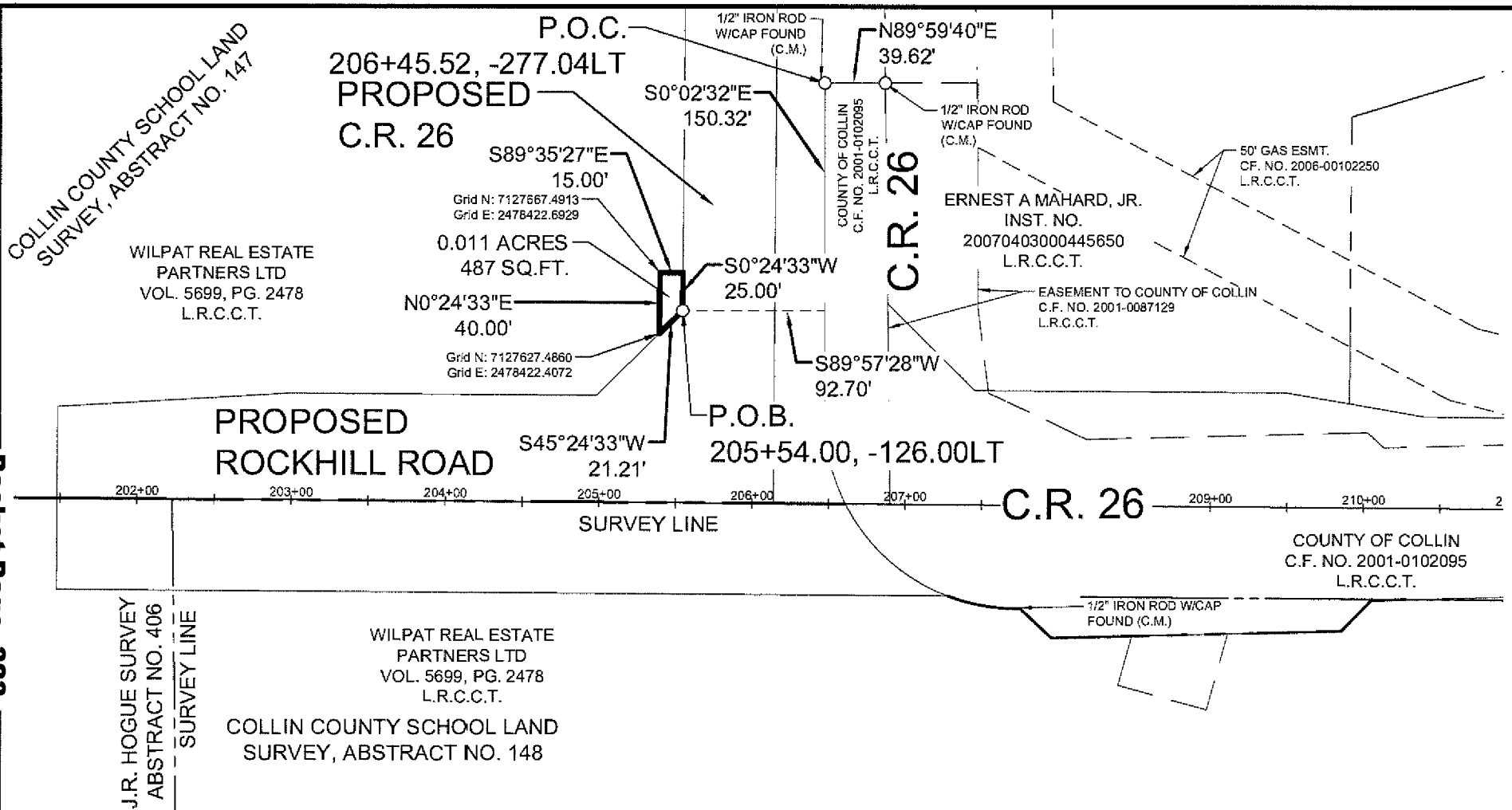


WATER EASEMENT 8-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 147
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	3/27/2013	061123017	1 OF 2

PLOTTED BY DUNN, STACY 3/27/2013 8:52 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL



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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 147
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	3/27/2013	061123017	2 OF 2

PLOTTED BY DUNN, STACY 3/27/2013 8:52 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FR!_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-WATER 8-3.DWG LAST SAVED 3/27/2013 8:52 AM

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
PANTHER CREEK SEWER INTERCEPTOR – PHASE 2
WILPAT REAL ESTATE PARTNERS, LTD. TRACT
IN THE J.R. HOGUE SURVEY, ABSTRACT NO. 406 and the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 148, COLLIN COUNTY, TEXAS

PART 1:

BEING a 0.9263 acre tract of land situated in the J.R. Hogue Survey, Abstract No. 406 and the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas, and being part of the "Second Tract" and "Third Tract" as described in deed to Wilpat Real Estate Partners, Ltd., as recorded in Volume 5699, Page 2478, of the Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "DALTECH" found in the south right-of-way line of County Road 26 as recorded in County Clerk's Document No. 2001-0102095 and on the eastline of said Wilpat Real Estate Partners tract;

THENCE South 88 degrees 37 minutes 56 seconds West, along said south right-of-way line, a distance of 427.84 feet to a point for corner;

THENCE South 43 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 28.28 feet to a point for corner;

THENCE South 88 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 8.55 feet to the POINT OF BEGINNING;

THENCE South 15 degrees 35 minutes 49 seconds West, departing said south line, a distance of 927.56 feet to a point for corner;

THENCE South 62 degrees 00 minutes 52 seconds West, a distance of 799.02 feet to a point for corner;

THENCE South 40 degrees 33 minutes 14 seconds West, a distance of 437.97 feet to a point for corner;

THENCE South 51 degrees 48 minutes 51 seconds West, a distance of 523.31 feet to a point for corner on the south line of said Wilpat Real Estate Partners tract and the north line of a tract of land described as the "Wood Farm" in deed to Bert Fields Jr., as recorded in Volume 655, Page 260 D.R.C.C.T.;

THENCE North 89 degrees 58 minutes 08 seconds West, along said north and south lines, a distance of 24.25 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc." (hereafter referred to as "with cap") set for corner;

THENCE North 51 degrees 48 minutes 51 seconds East, departing said north and south lines, a distance of 540.89 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 40 degrees 33 minutes 14 seconds East, a distance of 439.34 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 62 degrees 00 minutes 52 seconds East, a distance of 795.43 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 15 degrees 35 minutes 49 seconds East, a distance of 916.55 feet to a 1/2-inch iron rod with cap set for corner on the south right-of-way line of said County Road 26;

THENCE North 88 degrees 37 minutes 56 seconds East, along said south line, a distance of 15.68 feet to the POINT OF BEGINNING AND CONTAINING 40,351 square feet, or 0.9263 acres of land, more or less.

PART 2:

BEING a 0.9303 acre tract of land situated in the J.R. Hogue Survey, Abstract No. 406 and the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas, and being part of the "Second Tract" and "Third Tract" as described in deed to Wilpat Real Estate Partners, Ltd., as recorded in Volume 5699, Page 2478, of the Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "DALTECH" found in the south right-of-way line of County Road 26 as recorded in County Clerk's Document No. 2001-0102095 and on the east line of said Wilpat Real Estate tract;

THENCE South 88 degrees 37 minutes 56 seconds West, along said south right-of-way line, a distance of 427.84 feet to a point for corner;

THENCE South 43 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 28.28 feet to a point for corner;

THENCE South 88 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 50.37 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc." (hereafter referred to as "with cap") set for the POINT OF BEGINNING;

THENCE South 15 degrees 35 minutes 49 seconds West, departing said south line, a distance of 898.21 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 62 degrees 00 minutes 52 seconds West, a distance of 789.45 feet to a1/2-inch iron rod with cap set for corner;

THENCE South 40 degrees 33 minutes 14 seconds West, a distance of 441.61 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 51 degrees 48 minutes 51 seconds West, a distance of 570.17 feet to a 1/2-inch iron rod with cap set for corner on the south line of said Wilpat Real Estate Partners tract and the north line of a tract of land described as the "Wood Farm" in deed to Bert Fields Jr., as recorded in Volume 655, Page 260, D.R.C.C.T.;

THENCE North 89 degrees 58 minutes 08 seconds West, along said north and south lines, a distance of 24.25 feet to a point for corner;

THENCE North 51 degrees 48 minutes 51 seconds East, departing said north and south lines, a distance of 587.74 feet to a point for corner;

THENCE North 40 degrees 33 minutes 14 seconds East, a distance of 442.97 feet to a point for corner;

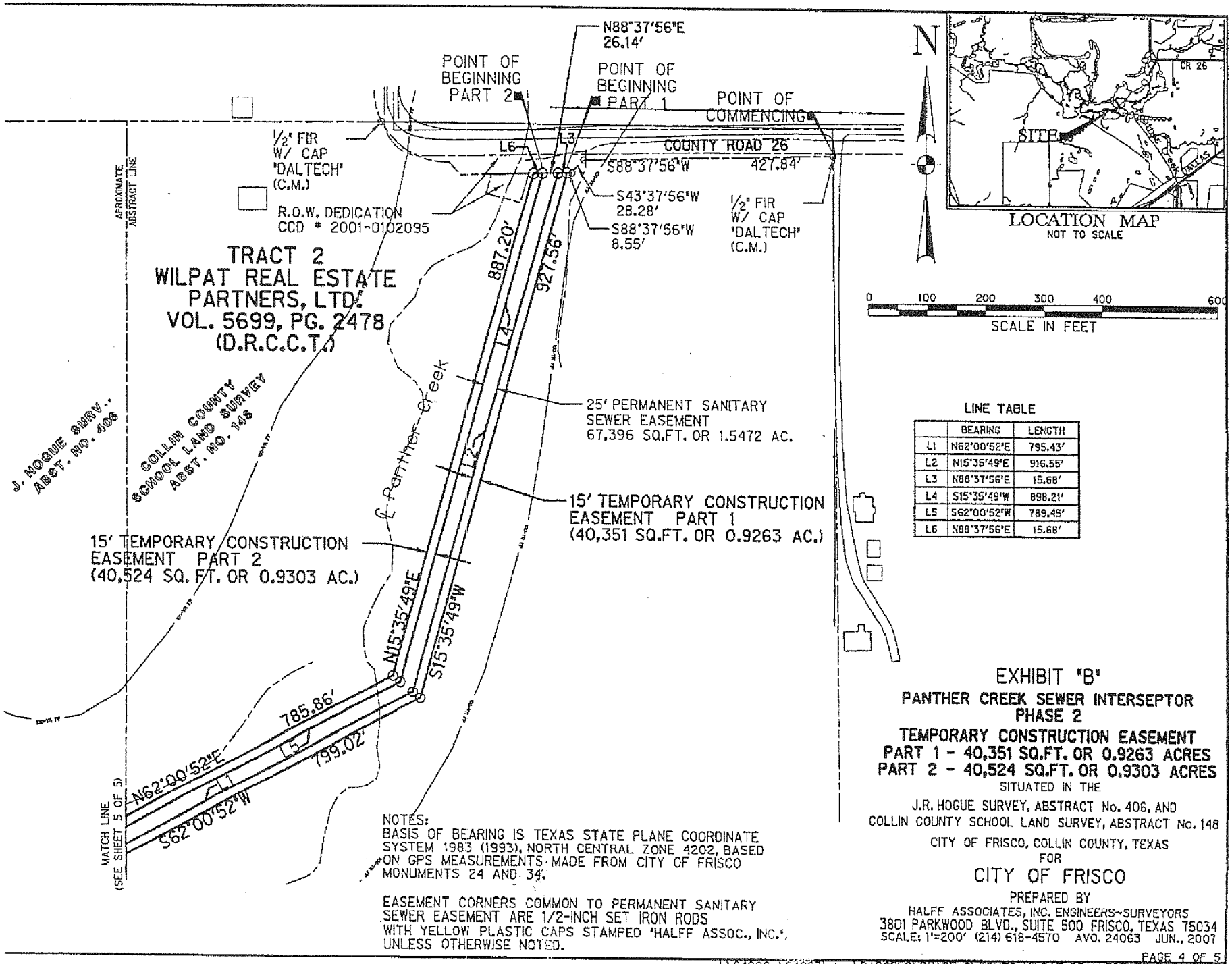
THENCE North 62 degrees 00 minutes 52 seconds East, a distance of 785.86 feet to a point for corner;

THENCE North 15 degrees 35 minutes 49 seconds East, a distance of 887.20 feet to a point for corner on the south right-of-way line of said County Road 26;

THENCE North 88 degrees 37 minutes 56 seconds East, along said south line, a distance of 15.68 feet to the POINT OF BEGINNING AND CONTAINING 40,524 square feet, or 0.9303 acres of land, more or less.



July 12, 2007



LINE TABLE

	BEARING	LENGTH
L1	N62°00'52"E	795.43'
L2	N15°35'49"E	916.55'
L3	N88°37'56"E	15.68'
L4	S15°35'49"W	898.21'
L5	S62°00'52"W	789.45'
L6	N88°37'56"E	15.68'

NOTES:
BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM 1983 (1993), NORTH CENTRAL ZONE 4202, BASED ON GPS MEASUREMENTS MADE FROM CITY OF FRISCO MONUMENTS 24 AND 34.

EASEMENT CORNERS COMMON TO PERMANENT SANITARY SEWER EASEMENT ARE 1/2-INCH SET IRON RODS WITH YELLOW PLASTIC CAPS STAMPED 'HALFF ASSOC., INC.', UNLESS OTHERWISE NOTED.

EXHIBIT "B"

PANTHER CREEK SEWER INTERSEPTOR PHASE 2

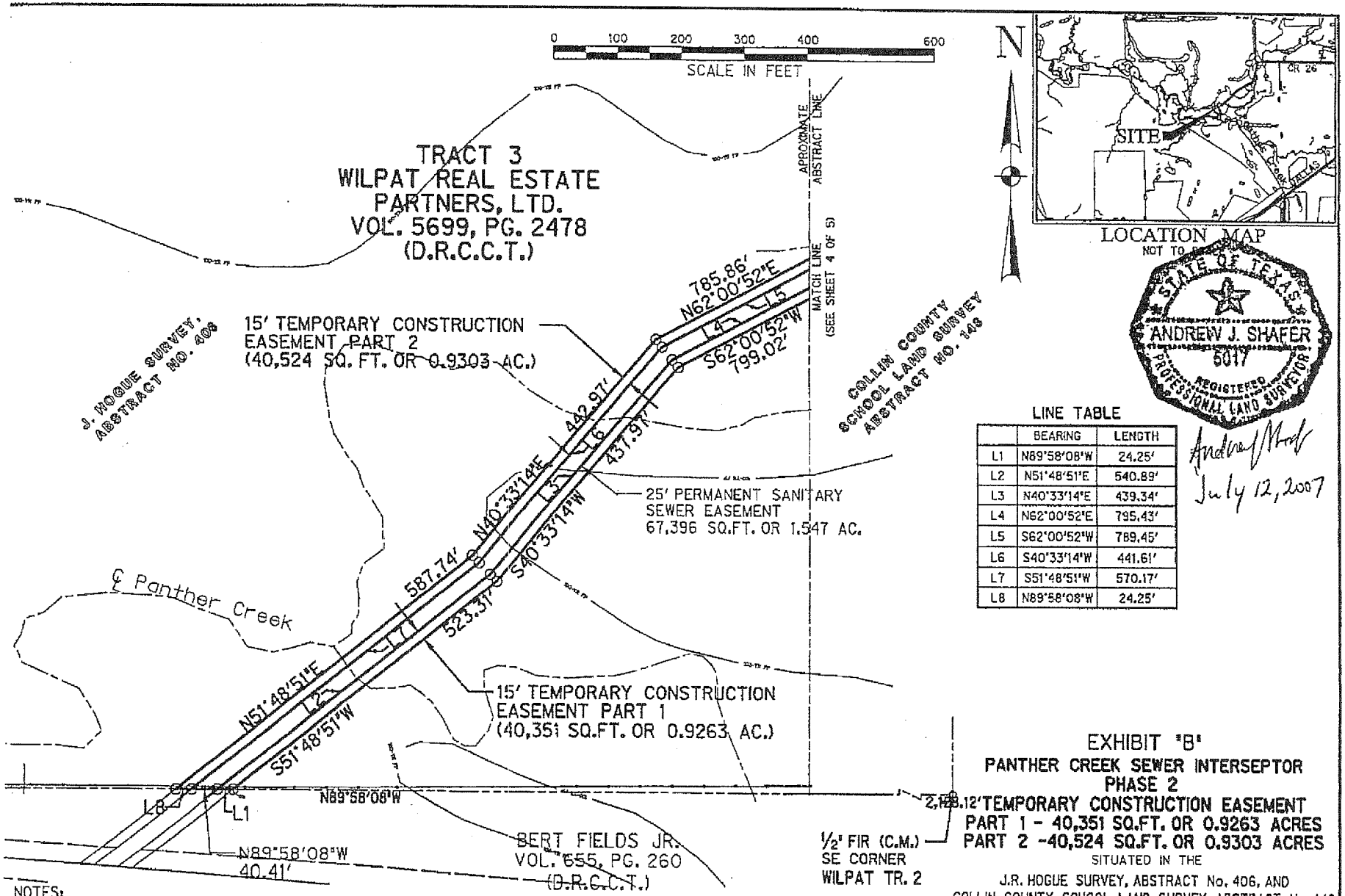
TEMPORARY CONSTRUCTION EASEMENT
PART 1 - 40,351 SQ.FT. OR 0.9263 ACRES
PART 2 - 40,524 SQ.FT. OR 0.9303 ACRES

SITUATED IN THE
J.R. HOGUE SURVEY, ABSTRACT No. 406, AND
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO

PREPARED BY
HALFF ASSOCIATES, INC. ENGINEERS-SURVEYORS
3801 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS 75034
SCALE: 1"=200' (214) 618-4570 AVO. 24063 JUN., 2007

PAGE 4 OF 5

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STATE OF TEXAS
ANDREW J. SHAFER
5017
REGISTERED PROFESSIONAL LAND SURVEYOR

July 12, 2007

LINE TABLE

	BEARING	LENGTH
L1	N89°58'08"W	24.25'
L2	N51°48'51"E	540.89'
L3	N40°33'14"E	439.34'
L4	N62°00'52"E	795.43'
L5	S62°00'52"W	789.45'
L6	S40°33'14"W	441.61'
L7	S51°48'51"W	570.17'
L8	N89°58'08"W	24.25'

NOTES:
BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM 1983 (1993), NORTH CENTRAL ZONE 4202, BASED ON GPS MEASUREMENTS MADE FROM CITY OF FRISCO MONUMENTS 24 AND 34.

NEW EASEMENT CORNERS COMMON TO PERMANENT SANITARY SEWER EASEMENT ARE 1/2-INCH SET IRON RODS WITH YELLOW PLASTIC CAPS STAMPED "HALFF ASSOC., INC.", UNLESS OTHERWISE NOTED.

EXHIBIT "B"

PANTHER CREEK SEWER INTERSEPTOR PHASE 2

TEMPORARY CONSTRUCTION EASEMENT
PART 1 - 40,351 SQ.FT. OR 0.9263 ACRES
PART 2 -40,524 SQ.FT. OR 0.9303 ACRES

SITUATED IN THE
J.R. HOGUE SURVEY, ABSTRACT No. 406, AND
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO

PREPARED BY
HALFF ASSOCIATES, INC. ENGINEERS~SURVEYORS
3801 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS 75034
SCALE: 1"=200' (214) 618-4570 AVO. 24063 JUN., 2007

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