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, JULY 31, 2012

AGENDA

CALL TO ORDER

1. ROLL CALL

CLOSED SESSION

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

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

      i. Receive legal advice regarding Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.
      ii. Receive legal advice regarding Frisco Square, Frisco Square Municipal Management District, and the Behringer Harvard bankruptcy and its effect on Frisco Square.

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

i. Bordered by Eldorado Parkway on the north, Teel Parkway on the west, Preston Road on the east and Gaylord Parkway on the south.

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

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

INVOCATION

PLEDGE OF ALLEGIANCE

INDIVIDUAL ITEMS

4. Recognition of Service for the Community Development Corporation, Housing Trust Fund Board, Housing Authority Board and Frisco Representatives for the following boards, Denton County Central Appraisal District, Collin County Central Appraisal District, North Texas Municipal Water District Board, Arts Center of North Texas, and the Frisco Square Management District. (CSO/JP)

5. Recess for a reception honoring Board and Commission members.

6. Reconvene into Regular Session after the reception.

PROCLAMATIONS

7. National Night Out 2012

8. Steve Petty--Racing Across America

REPORTS

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

10. Development Services Activities Monthly Update June 2012

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

12. Financial Services Budget Status Report for June 2012

13. Fire Department Monthly Report on Incident Response and Educational Activities, June 2012.

14. Frisco CVB June report on economic impact, CVB activities and in-kind media results.

15. Council Subcommittee reports for current activities of the Legislative Committee, Governance Committee, Budget and Audit Committee, Frisco Square Management District, Sister City Committee, and Frisco Veteran's Advisory Committee.

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.)

16. Consider and act upon approval of the May 17, 2012 Special Called City Council meeting, June 4, 2012 Special Called City Council meeting, and the June 19, 2012 Regular City Council meeting minutes. (CSO/JP)

17. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and Pulte Homes of Texas, L.P., for Highland Ridge Phase 1 and 2. (CMO/BB)

18. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and LF2 Frisco Center, L.P. for Westside Market Frisco (Tom Thumb) located at FM 423 and Lebanon Road. (CMO/BB)

19. Consider and act upon award of bid to Estrada Concrete Company LLC and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for the Teel Parkway and Parkwood Boulevard Rehabilitation Project (Bid No. 1206-061) and authorizing construction phase contingencies (Engineering/AH)

20. Consider and act upon approval of a Resolution authorizing the City Manager to execute Amendment Number Three to the Professional Services Agreement by and between the City of Frisco and CH2M Hill for additional services relating to the design of Stonebrook Parkway and 36-inch Water Line Improvements (Preston Road to DNT) (Engineering/AH)

21. Consider and act upon award of bid to Ratliff Hardscape and adoption of a Resolution authorizing the City Manager to execute a Standard Form Agreement for Construction Services for Phillips Creek Ranch STEP Grant Improvements (Bid No. 1205-052) contingent upon TxDOT concurrence and authorizing construction phase contingencies. (Engineering/JB)

22. Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Dallas Off-Road Bicycle Association (DORBA) for construction of a temporary 'Mountain Bike Trail' at Northwest Community Park. (Parks/JED)

23. Consider and act upon accepting a bid and approve a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and California Construction, LLC., for construction of a 8' Hike and Bike trail beginning along the north side of Cottonwood Branch from Frisco Street eastward to North County Road. (Parks/JED)

24. Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and ALPHA Testing Inc. for Geotechnical investigation and report for Grand Park. (Parks/DR)

25. Consider and act upon approval of a resolution authorizing the City Manager to enter into an agreement by and between the City of Frisco and Star Outdoors, Inc for landscape improvements and renovations at Fairways Green Neighborhood Park. (Parks/DR)

26. Consider and act upon approval of a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and The Play Well Group, Inc for construction of new playground equipment at Bicentennial Park . (Parks/DR)

27. Consider and act upon a Resolution authorizing the City Manager to submit a Grant Application to The Heritage Program by Fireman's Fund. (FIRE/LG)

28. Consider and Act upon a Resolution adopting the Community Development Block Grant Annual Action Plan 2012, and instructing staff to forward to the Department of Housing and Urban Development with a request for Community Development Block Grant funding. (Financial Services/SB)

29. Acceptance of Quarterly Investment Report for the period April 1, 2012 – June 30, 2012. (Financial Services/AC)

30. Consider and act upon approval of a purchase order to GeoComm, Inc. for the purchase of annual updates and support for GeoLynx software. (IT/TJ)

31. Consider and act upon approval of a purchase order with Digital Resources, Inc. for the purchase and installation of Council Chamber audio visual equipment. (Communication/TJ)

32. Consider and act upon approval of a purchase order to Motorola for traffic signal radio system equipment. (Engineering/TJ)

33. Consider and act upon award of bid #1205-054, annual contract for landscape maintenance, to Weisz Selection Inc. (Administrative Services/TJ)

34. Consider and act upon approval of purchase order to Flair Data Systems for the purchase of an uninterrupted power supply system. (IT/TJ)

35. 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)Consider and act upon whether to direct staff to submit a written notice of a

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.)

36. Consider and act upon adoption of an Ordinance rezoning 181.2± acres on the southwest corner of Preston Road and future Rockhill Road from Agricultural to Planned Development-Single Family-7/Patio Home/Urban Village. Neighborhood #3. Zoning Case Z12-0005. (Development Services/MW)

37. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Church on one lot on 5.3± acres on the east side of FM 423, 630± feet north of Main Street. Zoned Agricultural. Neighborhood #44. Case No. SUP12-0008 (Development Services/RC)

38. Consider and act upon an Amendment to Ordinance 11-12-54 to establish modified Reduced Speed School Zones and times on identified streets within the City of Frisco (Engineering/SL).

REGULAR AGENDA

39. Public Hearing: Annexation Case A12-0004. A proposed voluntary annexation of 463.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± feet east of FM 423. Neighborhood #51. (Development Services/MW)

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Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± east of FM 423. Neighborhood #51. (Development Services/MW)

41. Public Hearing: Zoning Case Z12-0010. A request to amend Planned Development-31 to reconfigure zoning boundaries and reclassify the zoning designations. The property contains 131.9± acres on the north side of State Highway 121 between Legacy Drive and Dallas Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-31-Garden Office/Commercial Office/Commercial Center/Business Center. Neighborhood #34. (Development Services/MW)

42. Public Hearing: SUP12-0011. A request for a Specific Use Permit for a Utility Distribution Facility on one lot on 4.3± acres on the south side of Panther Creek Road, 850± feet east of FM 423 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #51. (Development Services/SM)

43. Public Hearing: SUP12-0012. A request for a Specific Use Permit for a Utility Distribution Facility on one lot on 4.7± acres on the west side of Independence Parkway, 500± feet south of Casarosa Drive and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #14. (Development Services/SM)

44. Public Hearing: Zoning Case Z12-0012. A request to amend Planned Development-12 and Planned Development-38, rezoning a 13.1± acre tract of land on the southeast corner of Rolater Drive and Hillcrest Road from Planned Development-12-Business Center and Planned Development-38-Retail to Single Family-7 and reclassify zoning designations and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-12-Single Family-7/Duplex/Business Center and Planned Development-38-Single Family/Duplex/Retail. Neighborhoods #18 & 25. (Development Services/MW)

45. Public Hearing: SUP12-0007. A request for a Specific Use Permit for a Major Automobile Repair facility and an Accessory Leasing facility on one lot on 4.5± acres on the northeast corner of Preston Road and Centenary Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Commercial-1 with a Specific Use Permit (S-139) for a Private Club. Neighborhood #24. (Development Services/RC)

46. Consider and act upon the adoption of a fence ordinance. (Development Services)

47. Consider and act upon directing staff to accept bids for the sale of ~1.6865 acre tract of real property generally located on the north side of Main Street approximately 650 feet west of the Main Street and Legacy Drive intersection with a legal description of Lot 9, in Block A, of LEGACY CROSSING, LOTS 2,4,7,8 and 9, BLOCK A, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 483, of the Plat Records of Denton County, Texas. (CMO\RP)

48. Consider and act upon directing staff to accept bids for the sale of ~1.3537 acre tract of real property generally located southeast of Frisco City Hall on the south side of Page Street at the intersection of Page Street and Library Street with a legal description of a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, and part of the tract of land described in deed to the City of Frisco recorded in Document No. 2008-0081361 of the Official Public Records of Collin County. (CMO\RP)

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

50. Discussion on Polling Locations and other possible concerns for the November 6, 2012 City of Frisco Special Local Option Election. (CSO/JP)

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

52. 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 Thursday, July 26, 2012 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

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

Texas Government Code Section:

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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

AGENDA ITEM #4.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**

From: **Jenny Page, City Secretary**

Date: **7/19/2012**

Agenda Caption: **Recognition of Service for the Community Development Corporation, Housing Trust Fund Board, Housing Authority Board and Frisco Representatives to the following boards, Denton County Central Appraisal District, Collin County Central Appraisal District, North Texas Municipal Water District Board, Arts Center of North Texas and the Frisco Square Management District**

The following Boards will be recognized during the City Council meeting on July 31, 2012. There will be a short recess and refreshments following the presentation of awards.

Community Development Corporation

Allen Biehl
Heather Bowers
Gary Carley
Cynthia Hurley
George Martin
Craig Moen
Jason Money

Housing Trust Fund Board

Kenneth Bond
Harold Colvin
Shane Gilmore
Jason Hartgraves
Alex Parker
Lynn Silgue-Slaney
Cametra Thompson

Housing Authority Board

Robert Uhls
Paul Boyd
Sara Kimmich
Fred Lusk
Charles Yarbough

Arts Center of North Texas

John Classe
Paul Gosnell

North Texas Water District Board
Gary Downey
Lynn Shuyler

Frisco Square Management District
Jim Leslie
Cathy Sweeney

Collin County Central Appraisal District
Ronald Carlisle

Denton County Central Appraisal District
C.G. Maclin

AGENDA ITEM #9.

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

Frisco Public Works

Memo

To: City Council

From: Gary Hartwell

CC: Henry Hill

Date: July 10, 2012

Re: Monthly Report for June, 2012

We recorded 2.3 inches of rainfall in June and used 978.3 million gallons of water for the month. Our average usage was 32.6 million gallons per day (mgd) or about 257 gallons per person per day (gpcd). Our daily water usage ranged from a minimum of 19.7 mgd (155 gpcd) on June 7 to a maximum of 45.3 mgd (357 gpcd) on June 27.

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

We installed 138 water meters in June and we televised 150 private service lines for new homes.

Our licensed irrigators performed 320 free irrigation check-ups in June, of which 171 were for violations, four for new registrations, one for high water bill checks, and 142 were for just the free check-up. We now have 3,980 water customers signed up to receive the free e-mail for weekly watering advice. We have completed about 7,289 check-ups since this program began.

We inspected 1,012 fire hydrants and 69 manholes for proper operation. We repaired 11 sidewalks and installed/replaced 96 traffic signs in June.

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

With the NTMWD reporting data delayed by one month, we collected about 2,650 residential tons and about 3,410 tons of commercial solid waste in May. Curbside recycling was about 1,150 tons in May.

Public Works Monthly Report To Council

	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
Monthly Rainfall (Inches)	1.7	0.0	1.4	1.0	4.1	1.4	4.7	7.1	1.7	5.5	2.4	3.6	2.3
Productivity													
Street - Sidewalk Hazards Repaired/Month	8	7	5	7	8	8	7	7	13	15	13	8	11
Traffic - Signs Installed Per Week	36	55	95	20	44	21	16	25	37	23	25	33	23
Water - Fire Hydrants Inspected Per Day	35	35	51	31	42	21	22	10	6	17	40	51	48
Sewer - Manholes Inspected Per Month	79	114	322	255	169	205	222	230	377	108	54	144	69
Meter - Meters Installed Per Day	6	5	6	5	4	6	4	4	5	6	5	8	7
Street Sweeping (Curb Miles)	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0
Free Irrigation Check-ups	165	159	206	176	127	223	91	47	79	247	278	339	320
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	1119.1	1,447.8	1,452.6	1,296.8	916.4	568.5	447.3	451.5	418.1	499.8	604.1	925.6	978.3
Gallons Per Person Per Day	307.3	383.6	383.7	352.9	240.7	154.0	116.9	117.7	116.3	129.8	159.4	235.9	257.0
Bacteriological Samples Passing (90/Month)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Chlorine Samples Passing (6/Day)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
DBP Samples Passing (4/Quarter)	100%			100%			100%			100%			100%
Meter Division													
New Meters Installed	139	103	139	114	85	110	83	86	110	126	104	166	138
Construction Fire Hydrant Meters Rented	101	117	106	94	102	96	89	88	99	98	107	109	113
ROW Inspections													
Right of Way Permits Issued	64	67	63	73	218	243	200	283	243	216	268	257	218
Private Sewer Service Lines Televised	172	114	212	131	98	100	93	95	97	112	140	142	150
Environmental Services Division													
Residential Tonnage	2935.7	2,505.8	2,562.8	2,508.4	2,300.9	2,622.9	2,652.1	2,720.5	2,285.7	2,880.6	2,699.8	2,654.4	Delayed
Residential Citizen Use	346.9	370.9	290.8	231.7	308.2	297.8	389.4	313.3	234.6	346.1	291.4	342.4	Delayed
Commercial Tonnage	3090.8	2,897.4	3,188.3	2,927.0	2,942.8	2,887.8	3,040.2	3,099.9	2,810.3	3,190.5	3,157.3	3,410.9	Delayed
Curbside Recycling Tonnage	1070.1	866.9	978.0	950.6	913.0	1,073.1	1,186.2	1,222.4	946.8	1,143.4	1,138.4	1,154.1	Delayed
Compost (Yardwaste) Tonnage	206.6	151.8	146.7	130.1	130.9	136.2	126.5	146.0	110.1	422.7	358.8	238.6	Delayed
Landfill Tonnage	872.3	1,471.7	1,007.4	1,007.9	950.3	705.6	558.4	844.8	1,052.8	1,161.2	1,101.3	1,058.1	Delayed
*Cardboard (New Move-Ins) Tons	5.1	6.3	3.2	4.4	3.0	4.4	6.1	2.1	3.8	7.7	2.0	0.8	Delayed

Public Works Monthly Report To Council

Annual Totals	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Monthly Rainfall (Inches)	52.8	37.9	66.7	34.4	35.1	68.1	38.9	41.8	31.3	26.9	22.6		
Productivity													
Street - Avg Sidewalk Hazards Repaired/Month	ND	ND	ND	ND	ND	33	18	27	16	7	11		
Traffic - Avg Signs Installed Per Week	ND	ND	ND	ND	ND	13	16	28	37	37	28		
Water - Avg Fire Hydrants Inspected Per Day	ND	ND	ND	ND	ND	55	41	41	41	32	29		
Sewer - Avg Manholes Inspected Per Month	ND	ND	ND	ND	ND	196	243	183	212	186	164		
Meter - Avg Meters Installed Per Day	ND	ND	ND	ND	ND	9	6	4	5	6	6		
Street Sweeping (Curb Miles)	4,839.2	6,106.0	6,020.0	3,206.3	10,334.5	10,260.5	12,646.5	12,750.1	7,896.0	7,896.0	3,948.0		
Free Irrigation Check-ups	ND	ND	ND	ND	660	515	933	1,260	1,193	1,592	1,310		
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	4,926.9	5,912.0	5,588.3	7,767.0	8,033.6	6,890.1	8,612.4	7,628.9	8,862.2	10,111.0	3,877.4		
Average Gallons Per Person Per Day	267.0	292.4	230.6	287.9	249.3	196.1	233.8	201.1	205.0	228.0	169.4		
Bacteriological Samples Passing (90/Month)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%		
Chlorine Samples Passing (6/Day)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%		
Trihalomethane Samples Passing (4/Quarter)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%		
Meter Division													
New Meters Installed	3,390	3,299	3,626	3,714	3,582	1,931	1,450	1,049	1,338	1,406	730		
Construction Fire Hydrant Meters Rented	130	161	162	178	1,198	1,826	1,963	1,395	928	1,077	614		
ROW Inspections													
Right of Way Permits Issued	832	505	724	1,694	1,220	1,176	1,127	695	680	1,183	1,485		
Private Sewer Service Lines Televised	3,361.0	3,213	3,957	4,398	4,124	2,079	1,327	1,048	1,557	1,527	736		
Environmental Services Division													
Residential Tonnage	21,702.3	25,082.4	26,991.5	24,522.1	26,239.4	29,278.1	30,701.0	28,668.9	31,763.4	31,327.0	13,241.0		
Residential Citizen Use	1,123.5	2,035.7	2,188.0	2,197.1	2,265.0	2,214.7	2,609.1	2,356.3	3,044.9	3,653.8	1,527.7		
Commercial Tonnage	19,973.0	21,987.3	25,495.6	25,619.1	28,631.0	31,026.4	32,465.6	29,591.6	34,735.8	35,699.0	15,668.9		
Curbside Recycling Tonnage	2,115.0	2,592.0	4,587.5	7,893.0	10,342.5	10,802.9	11,750.5	10,705.6	12,203.8	12,125.9	5,605.1		
Compost (Yardwaste) Tonnage	920.0	1,493.0	1,498.3	1,504.0	1,124.9	1,799.4	2,020.9	2,233.1	2,485.2	2,245.8	1,276.2		
Landfill Tonnage	5,366.2	18,005.2	25,220.2	22,546.6	23,481.6	26,414.8	27,148.7	16,904.5	9,119.5	10,719.5	5,218.2		
*Cardboard (New Move-Ins) Tons	ND	ND	18.8	87.0	108.5	141.2	186.7	47.9	37.4	42.5	16.5		

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

COUNCIL STRATEGIC FOCUS **Performance measures**

Sustainable city	May			% Change
	Residential Services	**2012**	**2011**	
	# of households	37,494	36,004	4.14%
	Tonnage - trash	2,654.41	2,823.81	-6.00%
	Tonnage -recycling	1,154.08	1,028.59	12.20%
	Lbs per household recycling	61.56	57.14	7.74%
	Lbs per household trash	142	157	-9.73%
	Diversion Rate (r vs t)	30.30%	26.70%	13.49%
	Commercial Services			
	Tonnage - trash	3,410.92	3,386.45	0.72%
	# Dumpster Accounts	751	637	17.90%
	# Compactor Accounts	75	68	10.29%
	# Commercial carts	159	138	15.22%
	# of roll offs	47	44	6.82%
	Lbs per cu yd (D)	85.43	80	6%
	Lbs per cubic yard (CO)	342	308.08	11%
	Construction Waste Services			
	# Accounts (Champion)	84	57	47.37%
	C & D Landfill Tonnage	1019.51	871.07	17.04%
	# of hauls per month (Champion)	170	119	42.86%
	# of hauls per month (IESI)	21	15	40.00%
Public Health and Safety				
	# of participants hhw	422	365	15.62%
Infrastructure	Roadside litter pick up (hours cleaned)	18	1	1700.00%
Civic Involvement				
	# of educational presentations	6	27	-78%
	# of citizens reached	1625	7,500	-78%
	# of streets adopted	56	59	-5%
	# of volunteer hours	26	30	-13%
	Cost savings to City	$526.50	$607.50	-13%
	# of participants chunk your junk/quarterly	N/A	N/A	
Excellence in City Government				
Call center work orders	Misc	772	1748	-56%
	# of deliveries newcomer packets	266	435	-39%
	# of deliveries - carts	88	101	-13%
	Total	1126	2284	-51%
Long Term Financial Health				
	Used Cardboard Sales	$556.22	$673.76	-17.45%

Benchmarks

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

SUSTAINABILITY REPORT

FISCAL YEAR 2012

2011	2012	% DIFFERENCE
POPULATION		
121,759	127,025	4.32%
NUMBER OF HOMES		
36,004	37,494	4.14%
RESIDENTIAL TRASH (IN TONS)		
26,500.30	26,401.75	-0.37%
TRASH PER PERSON (IN POUNDS)		
435.29	415.69	-4.50%
TRASH PER HOUSEHOLD (IN POUNDS)		
1,472.08	1,408.32	-4.33%
NUMBER OF COMMERCIAL ACCOUNTS		
887	1,032	16.35%
COMMERCIAL TRASH (IN TONS)		
26,739.63	28,051.63	4.91%
TRASH PER ACCOUNT (IN TONS)		
30.15	27.18	-9.83%
CONSTRUCTION TRASH (IN TONS)		
6,953.55	8,651.58	24.42%





AGENDA ITEM #10.

DEVELOPMENT SERVICES ACTIVITIES MONTHLY UPDATE JUNE 2012

FRISCO DEVELOPMENT SERVICES

June 01, 2012 – June 30, 2012

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

By The Numbers For June 2012

139
Single Family Building Permits

3
Commercial Building Permits [1]
7,221 sq ft

127,025
Population YTY[4] **+ 2.9%**

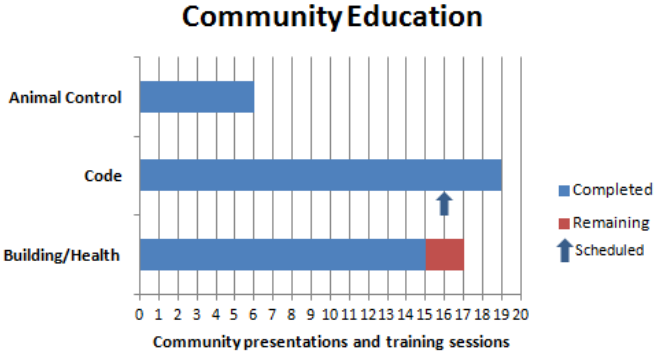
KEY PERFORMANCE INDICATORS

	FY09-10	FY10-11	FY 11-12	FY 12 June		
	FYTD	FYTD	FYTD	Prior Year Same Month [4]	June [6]	Status [7]
Single Family Permits Issued	979	1,019	914	133	139	↑
Commercial Permits Issued [2]	234	255	256	35	30	↓
Commercial Square Footage [3]	428,082	967,276	284,342	6,247	7,221	↑
All Other Permit Types [5]	5,441	6,095	7,788	899	1,130	↑
Building Inspections	29,610	31,309	31,451	4,386	4,050	↓
Health Inspections (food establishments)	1,369	1,487	1,130	281	228	↓
Calls for Service – Code Enforcement	2518	2502	3336	309	415	↑
Calls for Service – Animal Control[8]	3356	3519	5590	438	604	↑
Development Applications						
Zoning Changes	8	15	38	2	4	↑
Preliminary Plats	8	17	30	0	6	↑
Preliminary Site Plans	16	16	28	0	2	↑
Site Plans	59	78	115	5	14	↑
Final Plats and Replats	35	53	119	4	17	↑

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

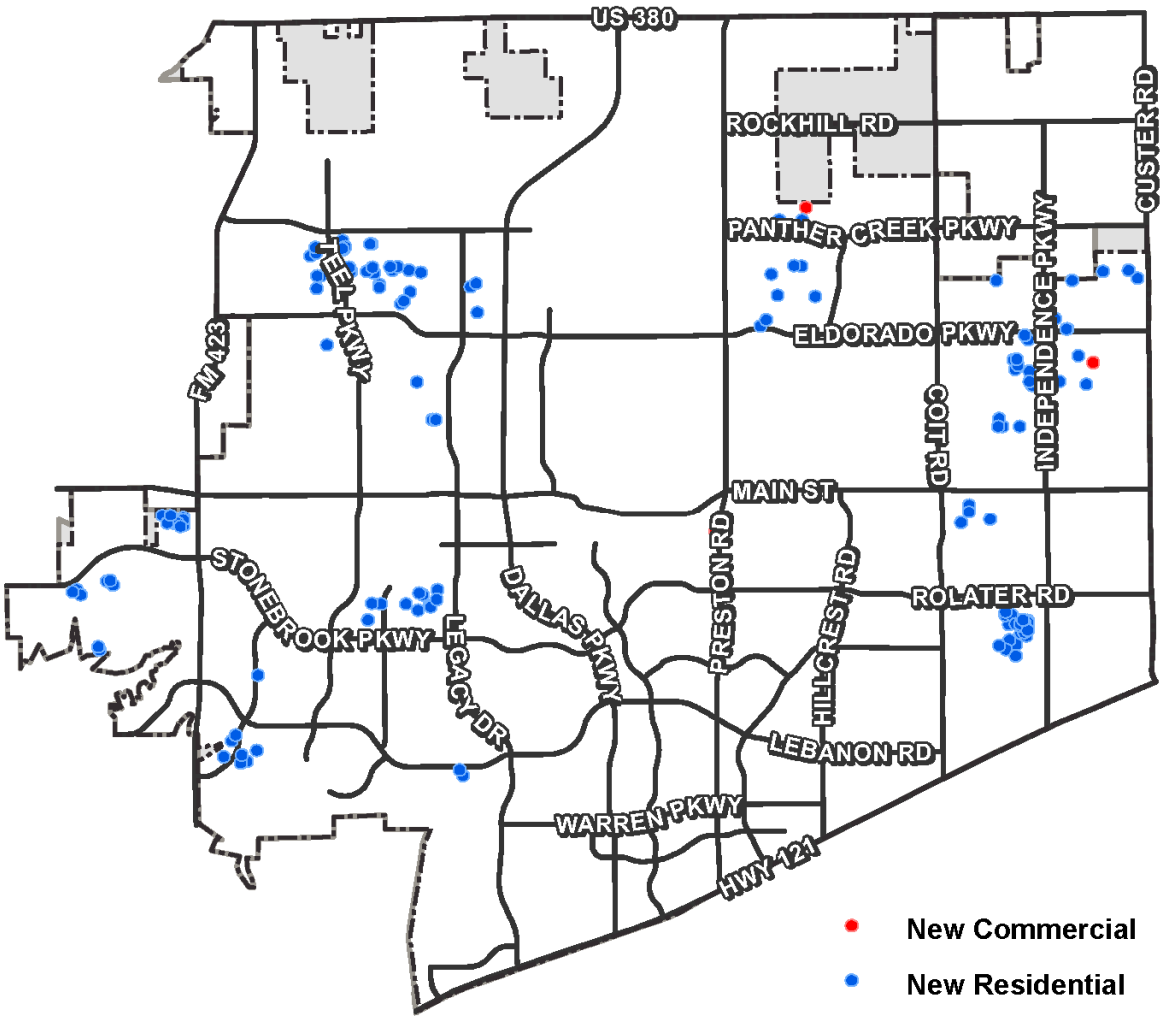
RECENT HIGHLIGHTS

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



SIGNIFICANT ACTIVITIES

NEW SINGLE FAMILY & COMMERCIAL PERMIT ACTIVITY – BY LOCATION



AGENDA ITEM #11.

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 July 31, 2012

Hike and Bike Trail Projects

Chapel Creek Hike and Bike Trail Extension

Description – This project will provide for additional linkage of the existing trail to the east towards Preston Road, with the expansion of the subdivision.
Previous Status – Staff is hopeful that with some upturn in the building community this project will work itself to move forward. Staff will make contact with the developer in the next month to verify the status of development at that time.
Current Status – Based on the latest communication with the developer of this residential subdivision, they are not yet in a position to work with the City on the development of the hike and bike trail linkages for this area.

Cottonwood Trail – A-6

Description – This project provides for the development of a trail system that will run along Cottonwood Creek from North County Road to Frisco Street.
Previous Status – Since the time of the last report, staff has been able to acquire the easement needed for the trail work to be done. As a result of this, staff publically bid the project and are evaluating this in order to bring to the City Council for their consideration. Unless there are concerns with the submitted qualified bid, staff should be taking an agenda item to Council for their consideration in June.
Current Status – The City requires one more document to be filed with Collin County for the easement to be totally in place. The contract for construction of the trail will be presented to the City for their consideration by their August meeting.

Latera Trail

Description – This project would provide a linkage from the existing hike and bike trail corridor, near the Dominion Development in the northeast quadrant of City, through the Latera Development and to Preston Road.
Previous Status – Staff is communicating with the developer to see if there has been enough building progress within the subdivision to trigger the development of the hike and bike trail system.
Current Status – Based on the current development activity in this subdivision, the developer is still not in a position to work with the City for the development of the hike and bike trail connection in this area.

Main Street – Off Street Trail

Description – This project will entail an off street trail between the Dallas North Tollway (DNT) westward to FM 423.
Previous Status – Work on the trail project is expected to begin in earnest in early June. Once begun, this work should continue throughout the summer and be near completion by September.

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Current Status – This project is currently on hold due to an issue regarding an Atmos easement. This issue should be resolved shortly and work should move forward in early August.

United States Corps of Engineers 1135 Project

Description – This project provides for the development of a soft trail system providing a connection from B.F. Phillips Community Park westward to FM 423 and Lake Lewisville.

Previous Status – Work by the planning consultants for the Corps of Engineers continues to take place and are still on schedule. Once these are done in 2013, Federal funding for the project will be required to take place before the project can officially be built.

Current Status – There is no change in the status of this federal project. Planning continues to move forward and the Corps of Engineers will continue to seek official funding for the project once this planning effort concludes.

Facilities and Capital Projects Highlights

Senior Center at Frisco Square

Current Status – May, 2012

Senior Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	4,634	-.6%	37,419	.7%
Total Members	1,905	4.0%	N/A	N/A
Membership Revenue	$463	28.6%	$3,718	-16.9%
Program Revenue	$5,791	0.9%	$48,038	15.8%
Total Revenue	**$6,254**	**0.8%**	**$51,756**	**12.6%**
Membership Expense	$28,993	14.6%	$217,508	1.6%
Program Expense	$15,057	-1.8%	$97,220	-5.6%
Total Expense	**$44,050**	**8.4%**	**$314,728**	**-0.7%**

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Frisco Athletic Center

Current Status – May, 2012

Frisco Athletic Center	May – 2012		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	56,688	6.7%	385,387	9.3%
Total Members	15,036	4.1%	N/A	N/A
Total Accounts	4,657	5.4%	N/A	N/A
Membership Revenue	$ 253,157	8.6%	$1,795,680	7.2%
Program Revenue	$ 126,333	8.0%	$ 679,202	3.5%
Total Revenue	**$ 379,490**	**8.4%**	**$2,474,882**	**6.2%**
Membership Expense	$ 202,287	6.3%	$1,398,484	6.3%
Program Expense	$ 74,366	19.1%	$ 501,588	4.7%
Total Expense	**$ 276,653**	**9.4%**	**$1,900,072**	**5.9%**

Ongoing Maintenance of Maturing Areas of the City

Reinvestment to current park assets

Bi-Centennial Park

Description – The renovation of this park site will occur in a couple of phases over the next couple of years. The initial phase of work entailed the construction and installation of a water spray ground that opened in the summer of 2009. The next phase of work will include additional parking for the spray ground, as well as other amenities such as landscaping, seating areas, and possible pavilions for this area.
Previous Status – Staff remains on schedule to publically bid the work in July or August, with work taking place after that point in time.
Current Status – Staff is looking at this project and seeing if it would make more sense to build in 2013 as a companion development component to the Hope Playground project that is scheduled to take place in 2013. More discussion of this will take place over the next two months.

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Oakbrook Park

Description – The scope of this project entails the replacement of the playground system at Oakbrook Park that has been in place for over ten years. Typically, the replacement cycle for a playground system is approximately ten years. That stems from use as well as updated standards that require new updated equipment. Included in the project along with the installation of a new play system will be the replacement of surface material, sidewalk access to the parking area as well as sidewalk access to the existing pedestrian bridge there at the park.

Previous Status – During the month of May, the solar lights for the park have been installed and the outdoor court has been power washed in order to be re-striped. The old basketball goals have been removed and new goals are expected to be installed within the next 2-3 weeks. Once this has been accomplished, the project should be substantially complete and final walk throughs will take place.

Current Status – Since the date of the last monthly report, all work has been completed and accepted by the City. As a result, staff will remove this item from the report for the August monthly report.

Park Development

Neighborhood Parks Currently Being Developed

Miramonte Park Site

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

Previous Status – Plans for the park were completed and work by the developer has begun. Construction at the park will continue through the summer and staff will be overseeing that work until final completion.

Current Status – The contractor for the work has mobilized with initial sidewalk pouring taking place at this time. Final completion of the park is expected to take place by the end of October, 2012.

Neighborhood Parks being Master Planned

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

Community Park Construction

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Community Parks being Master Planned

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

Previous Status – During the joint meeting of the Parks and Recreation Board and the Frisco Community Development Corporation on May 10, 2012, it was the consensus of the two boards that the most likely community park to be master planned next would be the Northwest Community Park. Staff will begin to look at possible planning consultants to move forward with that project.

Current Status – Staff will be providing both boards information in August on what potential development cost will be for the next community park development, anticipated either at Northwest or for Harold Bacchus Community Park. The master planning of the Northwest Community Park will take place, no matter which of the two parks are recommended for the next phase of development.

Community Parks Currently Being Developed

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

Description – The scope of this overall project is to provide a re-use water system at B.F. Phillips Community Park and provide for the installation of wells for an alternative water source at Warren Sports Complex, Harold Bacchus Community Park and at the Frisco Commons park site.

Previous Status – All three wells have been logged and testing of the pump systems at Warren Sports Complex and at Frisco Commons should occur in the last week of May. Electrical tie in for all three wells should be occurring by June 1, 2012 and as a result, the contractor is anticipating that all wells will be operational by the week of June 11-17, 2012.

Current Status – The wells for all three of the parks have been completed and electrical services have been provided. Currently, the contractor is finalizing the production test results. If the wells produce at the desired amounts, the wells will be put into production and the system will be disconnected from the North Texas Municipal Water District potable water supply.

Warren Sports Complex

Description – The scope of this project is to design and provide for the development of additional permanent parking at Warren Sports Complex, specifically in the northern section of the park nearest the youth football/soccer field area.

Previous Status – The City Council approved the bid for the parking lot construction and contracts are currently being completed. Once that has occurred, the contractor should begin mobilizing at the site and beginning construction. Work should continue and be at or near completion by September 1, 2012.

Current Status – The contractor has poured almost half of the parking lot area for this project and will complete final pouring for the remainder of the area within the next 2-3 weeks, which should keep the project on time for the curing period to take place and the project to be completed by September 1, 2012.

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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 – Staff will be seeking input from Council regarding the membership makeup for the Grand Park subcommittee in June. It was the consensus of the Parks and Recreation Board and the FCDC that the following makeup be considered.

- 1 – City Council member;
- 1 – City Council citizen at-large appointee;
- 2 – Park and Recreation Board members;
- 2 – Frisco Community Development Corporation board members; and
- 1 – Frisco Economic Development Corporation board member

Current Status – A meeting of the subcommittee is scheduled to take place on Monday, July 30, 2012 at the Senior Center at Frisco Square. At this meeting, the parks consultant will be working with the committee to help define what the style of the Grand Park will be. They will be discussing the architectural theme, as well as the feel and style of the park amenities found at Grand Park.

Cottonwood Linear Park

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

Previous Status – Staff will be meeting with the developer in early June to discuss the existing developer's agreement and the ability to move forward with the project.

Current Status – The consultants continue to develop the construction documents and design of the park. Staff has set a meeting in August to meet with the residents in the area to discuss the progress, as well as get feedback on the design thus far. The developer has started the process of submitting plats to the City for Shaddock Creek, Phase 6B. The construction of Phase 6B is the trigger in the developer's agreement for the developer to begin construction on the park.

Special Parks and Facilities

B.F. Phillips Community Park

Description – Development of a disc golf course facility.

Previous Status – The course continues to mature and evolve. Staff will continue to work with the players to ensure that the playability and enjoyment of the course continues.

Current Status – All items for the disc golf course have now been completed and accepted by the City. As a result, staff will remove this item from the monthly report in August.

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Special Events

Recently completed events:

Summer Jams Concert Series
On Saturday, June 23rd, Bounce for Fun and the Frisco Parks and Recreation Department worked together to provide a summer concert at Warren Sports Complex that showcased Brave Combo. Hundreds of residents attended the concert and were treated to great music, as well as children's activities featuring themed bounce houses, obstacle courses, and a giant slide. Face painting and concessions were also available to this free event. Those in attendance had a great time and staff will be working with Bounce for Fun to explore the potential of providing a concert for 2013.
Dive-In Movie Series – A sellout crowd at the Frisco Athletic Center Outdoor Aquatic Center enjoyed cooling off in the swimming pools and enjoying "Dolphin Tale" on Friday, June 28th. Everyone had a great time and this was a great start to our outdoor dive-in series at the FAC.

The second dive-in movie was for adults only and featured "Jaws" on Friday, July 13th. Adults 18 and over had a chance to float in our lagoon pool and lazy river and those with children were able to drop them off at the FAC Fun Club to be attended to during the movie. All there had a great time.

Last, but certainly not least, the final dive-in movie for this summer took place on Friday, July 27th at the FAC Outdoor Aquatic Center. Families enjoyed viewing "The Adventures of Tin Tin". Another great crowd attended this final movie and staff cannot wait to start planning for next year's movies.

July is National Parks and Recreation Month! – July was also Parks and Recreation Month in Frisco. The theme for activities this July was ***Get Wild!*** and can be found at our website at: http://friscofun/News/Pages/ParksandRecreationMonth.aspx . Included for the suggested activities in the month are:

- Go playground jumping and spend 30 minutes at three different parks;
- Try out the new disc golf course at B.F. Phillips Community Park;
- Art in the Park search by finding art pieces within our parks;
- Be "caught" by our staff having fun at one of our parks on July 11th, July 18th or July 25th and receive a t-shirt and a bag of goodies!
- Explore one of our 36 parks during the month!
- Take a walk or bike ride on our 60 miles of Hike and Bike Trails;
- Go visit Central Park on Parkwood Drive and take pictures with the great statues there;
- Go to the FAC on Wet and Wild Day on July 20th and everyone pays kids admission!
- Go fishing at Warren Sports Complex or at Frisco Commons Parks;
- Go visit one of our three spray parks located at Shepherds Glen Park, JR Newman Park or at Bicentennial Park;

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- Join a guided tree tour at Frisco Commons Park on July 28th at 9:00 am;
- Enjoy popsicles in the Park on July 31st at Frisco Commons Park, from 2:00-3:00 pm, while supplies last.

Upcoming Events:

Mother-Son Dance – The 11th annual Mother-Son Dance will take place on Saturday, October 13, 2012. The tentative location for the two dances (5:30 pm to 7:00 pm and 7:30 pm to 9:00 pm) will be at Wakeland High School. Tickets for the event will go on sale in August and staff is looking forward to having another great event for the Moms and their sons.

Celebrate Fitness and Fun – The third annual Celebrate Fitness and Fun event will take place at the Frisco Athletic Center on Saturday, October 20, 2012 from 9-1 pm. This free event will showcase various activities, including instructor samplings, a health fair and blood drive and exhibitors throughout the day. More than 2,000 people attended last year's event and staff is looking forward to this year's activities.

AGENDA ITEM #12.

CITY OF FRISCO TEXAS



MONTHLY FINANCIAL REPORTS

FOR THE MONTH OF

June 2012

PRESENTED TO COUNCIL July 31, 2012

FINANCIAL SERVICES DEPARTMENT

Staff Report

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

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

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

Date: **July 23, 2012**

Re: **Monthly Report for June 2012**

Financial Report Summary:

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

Comparative Data: The General Fund revenues collected of $72,894,416 represent 87% of the budget. Total expenditures are 68% of the amended budget at $57,865,786.

The Utility Fund revenues collected of $37,311,482 are 70% of the budget. Expenses total $37,736,606. The total percentage of expenses to budget is 75% for FY 2012 compared to 75% for FY 2011.

Stormwater Utility Fee Operating Fund revenues total $1,033,465 or 64% of the budget year to date with expenses of $967,588.

The Environmental Services Fund revenue collections of $7,738,577 are 77% of the budget, while spending levels reflect 73% of the budget expended for FY 2012 compared to 73% for FY 2011 as well.

The Hotel Motel Fund revenues are $2,301,750 or 65% of the budget, which reflects eight months of taxes. Expenditures are $2,816,890 or 83% of the budget and include the annual debt service payment made in February.

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

Finance Division:

Volume indicators:

	June 2012	YTD 2012	June 2011	YTD 2011	YTD % Change
AP checks issued	1,290	11,473	1,226	10,561	8.64%
Payroll checks/vouchers issued	2,096	19,194	2,046	19,674	-2.44%

Revenue Collections Division:

The monthly Property Tax Collection Report prepared by the County Tax Collector/Assessor is attached for your review.

Utility Billing activity for the month:

	June 2012	June 2011	YTD % Change
Customers/accounts	41,748	40,549	3.0%
# new meter sets	54	201	-73.1%
# new customers	327	326	0.3%
# disconnects/month	334	318	5.0%
# move in/out readings	377	396	-4.8%
# of on-line payments	2,609	4,061	-35.8%
On-line payments	$293,255	$456,243	-35.7%
*% customers paying on-line	7%	10%	N/A
**% payments made on-line	6%	9%	N/A
# of bank draft payments	4,338	3,967	9.4%
Bank draft payments	$452,512	$409,971	10.4%
* Total payments processed were 39,001 and 2,609 were online payments. ** Total payments received were $4,967,071 and $293,255 were online payments.			

Investment Report Summary as of 6/30/2012

Texpool Investment Pool	$ 69,637,074
TexStar Investment Pool	73,172,161
Wells Fargo Choice IV Account	9,846,214
Investments	96,195,205
Total City Portfolio	$248,850,654
Texpool Yield	0.1395%
TexStar Yield	0.1379%
Wells Fargo Yield	0.2500%
Investment Portfolio Yield	0.4380%

Supporting Documents:

Budget Summary – June 2012
Sales Tax Revenue Report
Sales Tax Comparison Report – Top 20 Cities
Property Tax Collection Report – June 2012
Municipal Court – Monthly Statistics
First Southwest Asset Management Reports
Permits – Building Inspections End of Month June

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

Staff providing information for this report:

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

Budget Summary for June
Fiscal Year 2012
(Compare to 75%)

	Original FY12 Budget	Revised FY12 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 2011 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 11/12
Gen Fund Rev												
Property Tax	35,685,602	35,685,602	200,098	1%	36,273,677	102%	34,606,994	186,404	1%	34,075,331	98%	6%
Sales Tax	22,758,048	22,758,048	1,779,988	8%	17,759,795	78%	21,852,287	1,604,034	7%	15,793,352	72%	12%
Beverage Tax	436,968	436,968	0	0%	198,143	45%	482,310	0	0%	237,272	49%	-16%
Franchise Tax	7,557,032	7,557,032	-30,802	0%	5,432,470	72%	7,752,003	156,095	2%	5,467,419	71%	-1%
Development Fees	5,342,300	5,402,300	667,939	12%	4,038,539	75%	5,310,839	448,020	8%	3,812,546	72%	6%
Fire & Amb Fees	1,638,064	1,691,793	141,318	8%	1,200,827	71%	1,977,377	133,299	7%	1,371,906	69%	-12%
Misc Fees/Charges	1,149,713	1,199,713	70,250	6%	955,635	80%	1,182,736	101,065	9%	819,110	69%	17%
Court Fines	2,464,396	2,464,396	184,137	7%	1,667,713	68%	2,076,088	98,476	5%	1,518,506	73%	10%
Parks & Recreation	4,063,850	4,071,496	608,926	15%	3,386,057	83%	4,224,369	576,018	14%	3,219,339	76%	5%
Library	128,141	128,141	84,288	66%	178,725	139%	145,931	17,976	12%	121,801	83%	47%
Police Fees	1,093,542	1,102,512	41,117	4%	948,370	86%	1,583,482	91,731	6%	1,142,848	72%	-17%
Interest	151,500	151,500	9,186	6%	79,305	52%	103,260	7,443	7%	88,878	86%	-11%
Non-departmental	1,008,488	1,033,996	42,147	4%	775,160	75%	1,260,277	43,384	3%	679,496	54%	14%
Total	83,477,644	83,683,497	3,798,592	5%	72,894,416	87%	82,557,953	3,467,999	4%	68,456,302	83%	6%

Gen Fund Exp												
Administration	3,604,919	4,554,434	835,589	18%	3,175,043	70%	3,486,883	319,543	9%	2,530,199	73%	25%
Financial Services	5,355,885	5,495,219	353,899	6%	3,702,568	67%	5,929,375	393,186	7%	4,574,752	77%	-19%
Police	20,534,423	20,887,205	1,444,512	7%	14,067,255	67%	18,778,228	1,518,825	8%	13,191,115	70%	7%
Fire	20,032,192	20,128,381	1,579,482	8%	13,387,609	67%	18,294,876	1,302,582	7%	12,332,322	67%	9%
Public Works	5,303,259	5,228,610	327,721	6%	3,187,818	61%	4,472,432	317,550	7%	3,073,995	69%	4%
Human Resources	975,505	991,022	62,745	6%	629,945	64%	917,081	94,991	10%	664,950	73%	-5%
Administrative Serv	4,743,722	5,021,187	279,630	6%	3,396,685	68%	4,481,150	315,398	7%	3,284,007	73%	3%
Library	3,455,548	3,589,404	270,590	8%	2,386,433	66%	3,328,304	252,880	8%	2,092,668	63%	14%
IT Serv	1,951,195	1,954,368	95,779	5%	1,404,660	72%	1,455,630	75,415	5%	830,896	57%	69%
Parks & Recreation	10,249,119	10,218,005	753,578	7%	6,516,736	64%	9,937,780	805,613	8%	6,577,555	66%	-1%
Engineering Serv	2,085,432	2,191,969	146,964	7%	1,300,988	59%	1,769,374	129,330	7%	1,188,793	67%	9%
Development Serv	5,231,085	5,218,327	353,622	7%	3,613,782	69%	4,786,874	365,500	8%	3,441,622	72%	5%
Non-departmental	-101,209	-105,633	22,510	-21%	1,096,264	-1038%	1,206,076	157,190	13%	470,685	39%	133%
Total	83,421,075	85,372,498	6,526,621	8%	57,865,786	68%	78,844,063	6,048,003	8%	54,253,559	69%	7%
One Time Transfers	0	0	0		0		1,170,202	0	NA	0	NA	NA
Total	83,421,075	85,372,498	6,526,621	8%	57,865,786	68%	80,014,265	6,048,003	8%	54,253,559	68%	7%
Rev-Exp	56,569	(1,689,001)	(2,728,029)		15,028,630		2,543,688	(2,580,004)		14,202,743		

Budget Summary for June
Fiscal Year 2012
(Compare to 75%)

	Original FY12 Budget	Revised FY12 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 2011 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 11/12
Utility Rev												
Water	34,671,629	34,671,629	2,883,507	8%	21,113,531	61%	36,394,197	2,786,752	8%	21,529,037	59%	-2%
Sewer	15,261,077	15,261,077	1,384,544	9%	12,717,184	83%	15,312,966	1,327,547	9%	11,037,655	72%	15%
Const Inspect Fees	320,990	570,990	6,437	1%	900,776	158%	602,326	165,292	27%	427,704	71%	111%
Interest	10,000	10,000	1,588	16%	10,366	104%	829	19	2%	320	39%	3139%
Misc	2,588,663	2,588,663	34,823	1%	2,569,625	99%	2,659,969	53,150	2%	2,367,981	89%	9%
Total	52,852,359	53,102,359	4,310,899	8%	37,311,482	70%	54,970,287	4,332,760	8%	35,362,697	64%	6%
Utility Exp												
Financial Serv - UB	977,087	1,053,304	54,791	5%	667,281	63%	952,375	71,624	8%	658,483	69%	1%
Public Works	33,221,417	33,628,002	3,119,371	9%	25,600,217	76%	27,505,859	2,275,969	8%	21,125,065	77%	21%
IT Serv - GIS	1,426,761	1,448,269	129,407	9%	1,012,004	70%	1,349,703	101,083	7%	1,019,329	76%	-1%
Engineering Serv	2,600,841	2,689,924	191,185	7%	1,682,709	63%	2,250,167	169,672	7%	1,556,265	69%	8%
Development Serv	0	0	0	NA	0	NA	85,446	7,737	9%	76,429	89%	-100%
Non-departmental	11,879,241	11,665,159	1,228	0%	8,774,395	75%	11,499,556	0	0%	8,290,482	72%	6%
Total	50,105,347	50,484,658	3,495,982	7%	37,736,606	75%	43,643,106	2,626,085	6%	32,726,053	75%	15%
Rev-Exp	2,747,012	2,617,701	814,917		(425,124)		11,327,181	1,706,675		2,636,644		
Utility Stormwater												
Revenue	1,617,500	1,617,500	116,327	7%	1,033,465	64%	1,318,309	109,862	8%	980,965	74%	5%
Expenses	1,607,083	1,772,797	122,943	7%	967,588	55%	1,096,015	65,411	6%	724,663	66%	34%
Rev-Exp	10,417	(155,297)	(6,616)		65,877		222,294	44,451		256,302		
Environmental												
Revenue	10,095,681	10,095,681	884,515	9%	7,738,577	77%	9,802,147	814,313	8%	7,184,738	73%	8%
Expenses	10,104,391	10,168,698	775,810	8%	7,416,352	73%	9,325,121	734,837	8%	6,793,884	73%	9%
Rev-Exp	(8,710)	(73,017)	108,705		322,225		477,026	79,476		390,854		
Hotel/Motel												
Revenue	3,514,351	3,514,351	265,755	8%	2,301,750	65%	3,867,404	451,860	12%	2,126,243	55%	8%
Expenses	3,379,089	3,379,089	114,943	3%	2,816,890	83%	3,651,151	272,807	7%	2,862,260	78%	-2%
Rev-Exp	135,262	135,262	150,812		(515,140)		216,253	179,053		(736,017)		

Budget Summary for June
Fiscal Year 2012
(Compare to 75%)

	Original FY12 Budget	Revised FY12 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 2011 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 11/12
Gen Fund Rev												
Property Tax	35,685,602	35,685,602	200,098	1%	36,273,677	102%	34,606,994	186,404	1%	34,075,331	98%	6%
Sales Tax	22,758,048	22,758,048	1,779,988	8%	17,759,795	78%	21,852,287	1,604,034	7%	15,793,352	72%	12%
Beverage Tax	436,968	436,968	0	0%	198,143	45%	482,310	0	0%	237,272	49%	-16%
Franchise Tax	7,557,032	7,557,032	-30,802	0%	5,432,470	72%	7,752,003	156,095	2%	5,467,419	71%	-1%
Development Fees	5,342,300	5,402,300	667,939	12%	4,038,539	75%	5,310,839	448,020	8%	3,812,546	72%	6%
Fire & Amb Fees	1,638,064	1,691,793	141,318	8%	1,200,827	71%	1,977,377	133,299	7%	1,371,906	69%	-12%
Misc Fees/Charges	1,149,713	1,199,713	70,250	6%	955,635	80%	1,182,736	101,065	9%	819,110	69%	17%
Court Fines	2,464,396	2,464,396	184,137	7%	1,667,713	68%	2,076,088	98,476	5%	1,518,506	73%	10%
Parks & Recreation	4,063,850	4,071,496	608,926	15%	3,386,057	83%	4,224,369	576,018	14%	3,219,339	76%	5%
Library	128,141	128,141	84,288	66%	178,725	139%	145,931	17,976	12%	121,801	83%	47%
Police Fees	1,093,542	1,102,512	41,117	4%	948,370	86%	1,583,482	91,731	6%	1,142,848	72%	-17%
Interest	151,500	151,500	9,186	6%	79,305	52%	103,260	7,443	7%	88,878	86%	-11%
Non-departmental	1,008,488	1,033,996	42,147	4%	775,160	75%	1,260,277	43,384	3%	679,496	54%	14%
Total	83,477,644	83,683,497	3,798,592	5%	72,894,416	87%	82,557,953	3,467,999	4%	68,456,302	83%	6%
Gen Fund Exp												
Administration	1,614,087	1,709,421	459,512	27%	1,402,403	82%	1,480,672	105,580	7%	1,090,385	74%	29%
PIO	698,646	675,965	44,878	7%	451,574	67%	601,906	50,897	8%	391,066	65%	15%
City Secretary	288,830	287,874	18,170	6%	202,745	70%	295,463	18,873	6%	218,866	74%	-7%
Legal	654,900	1,550,000	291,619	19%	948,144	61%	801,368	62,909	8%	592,643	74%	60%
City Council	122,438	114,616	5,314	5%	56,774	50%	98,553	12,386	13%	77,141	78%	-26%
Records Mgmt	226,018	216,558	16,096	7%	113,403	52%	208,921	68,898	33%	160,098	77%	-29%
Fin-Administration	534,392	665,747	46,436	7%	364,877	55%	519,837	38,817	7%	365,968	70%	0%
Fin-Finance	1,270,304	1,302,947	67,414	5%	910,278	70%	1,273,920	77,097	6%	977,884	77%	-7%
Fin-Rev Collections	831,021	819,757	125,524	15%	624,636	76%	751,103	127,883	17%	565,108	75%	11%
Fin-Court	1,462,418	1,449,018	114,525	8%	1,073,085	74%	1,305,885	97,002	7%	924,397	71%	16%
Fin-Sales Tax Grant	1,257,750	1,257,750	0	0%	729,692	58%	2,078,630	52,387	3%	1,741,395	84%	-58%
Pol-Admin	1,085,316	1,097,921	87,670	8%	800,646	73%	1,030,175	85,535	8%	727,791	71%	10%
Pol-Services	8,163,496	8,168,208	546,839	7%	5,614,348	69%	7,506,096	559,553	7%	5,423,871	72%	4%
Pol-Operations	11,285,611	11,621,076	810,003	7%	7,652,261	66%	10,241,957	873,737	9%	7,039,453	69%	9%
Fire-Admin	959,229	1,077,425	76,073	7%	715,536	66%	891,674	66,503	7%	638,584	72%	12%
Fire-Suppression	18,440,171	18,528,205	1,482,763	8%	12,392,263	67%	16,462,689	1,207,161	7%	11,328,310	69%	9%
Fire-EMS	632,792	522,751	20,646	4%	279,810	54%	940,513	28,918	3%	365,428	39%	-23%
Public Works-Streets	3,038,525	2,946,306	172,737	6%	1,716,983	58%	2,468,339	171,294	7%	1,759,461	71%	-2%
Public Works-Traffic	944,734	962,304	41,186	4%	548,230	57%	734,999	41,393	6%	472,138	64%	16%
Public Works-Lighting	1,320,000	1,320,000	113,798	9%	922,605	70%	1,269,094	104,863	8%	842,396	66%	10%
Human Resources	975,505	991,022	62,745	6%	629,945	64%	917,081	94,991	10%	664,950	73%	-5%
Admin-Purchasing	414,390	426,089	33,658	8%	307,070	72%	401,596	33,499	8%	287,058	71%	7%
Admin -Support Serv	2,051,231	2,024,150	92,205	5%	1,422,884	70%	1,852,354	113,239	6%	1,503,549	81%	-5%
Admin-Build Serv	1,626,068	1,933,546	105,977	5%	1,222,790	63%	1,636,806	123,692	8%	1,075,405	66%	14%
Admin-Fleet	652,033	637,402	47,790	7%	443,941	70%	590,394	44,968	8%	417,995	71%	6%
IT Serv	1,951,195	1,954,368	95,779	5%	1,404,660	72%	1,455,630	75,415	5%	830,896	57%	69%
Library	3,455,548	3,589,404	270,590	8%	2,386,433	66%	3,328,304	252,880	8%	2,092,668	63%	14%
Parks-Admin	394,960	393,293	30,639	8%	298,305	76%	412,332	29,472	7%	278,229	67%	7%
Parks	4,630,909	4,600,028	282,709	6%	3,004,984	65%	4,729,277	331,322	7%	3,157,103	67%	-5%
Parks-Recreation	4,923,843	4,935,518	416,581	8%	3,010,133	61%	4,538,055	424,528	9%	2,954,106	65%	2%
Parks-CIP Planning	299,407	289,166	23,649	8%	203,314	70%	258,116	20,291	8%	188,117	73%	8%
ES-Administration	0	24,925	9,283	NA	15,426	62%	0	0	NA	0	NA	NA
ES-Signal Control	1,161,660	1,130,877	73,268	6%	625,710	55%	947,481	70,498	7%	617,062	65%	1%
ES-Transportation	923,772	1,036,167	64,413	6%	659,852	64%	821,893	58,832	7%	571,731	70%	15%
DS-Planning	1,285,846	1,284,615	87,751	7%	866,055	67%	1,247,486	118,234	9%	903,841	72%	-4%
DS-Health	378,829	380,579	28,097	7%	240,161	63%	0	0	NA	0	NA	NA
DS-Bldg Insp	2,381,416	2,376,486	175,380	7%	1,665,395	70%	2,416,942	181,391	8%	1,726,572	71%	-4%
DS-Animal Control	646,339	638,682	23,204	4%	474,566	74%	633,829	27,382	4%	460,776	73%	3%
DS-Code Enforcement	538,655	537,965	39,190	7%	367,605	68%	488,617	38,493	8%	350,433	72%	5%
Non-departmental	-101,209	-105,633	22,510	-21%	1,096,264	-1038%	2,376,278	157,190	7%	470,685	20%	133%
Total	83,421,075	85,372,498	6,526,621	8%	57,865,786	68%	80,014,265	6,048,003	8%	54,253,559	68%	7%
Rev-Exp	56,569	(1,689,001)	(2,728,029)		15,028,630		2,543,688	(2,580,004)		14,202,743		

Budget Summary for June
Fiscal Year 2012
(Compare to 75%)

	Original FY12 Budget	Revised FY12 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 2011 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 11/12
Utility Rev												
Water	34,671,629	34,671,629	2,883,507	8%	21,113,531	61%	36,394,197	2,786,752	8%	21,529,037	59%	-2%
Sewer	15,261,077	15,261,077	1,384,544	9%	12,717,184	83%	15,312,966	1,327,547	9%	11,037,655	72%	15%
Const Inspect Fees	320,990	570,990	6,437	1%	900,776	158%	602,326	165,292	27%	427,704	71%	111%
Interest	10,000	10,000	1,588	16%	10,366	104%	829	19	2%	320	39%	3139%
Misc	2,588,663	2,588,663	34,823	1%	2,569,625	99%	2,659,969	53,150	2%	2,367,981	89%	9%
Total	52,852,359	53,102,359	4,310,899	8%	37,311,482	70%	54,970,287	4,332,760	8%	35,362,697	64%	6%
Utility Exp												
Financial Serv-UB	977,087	1,053,304	54,791	5%	667,281	63%	952,375	71,624	8%	658,483	69%	1%
Public Works-Adm	411,267	403,159	31,431	8%	241,644	60%	315,717	26,805	8%	232,678	74%	4%
Public Works-Water	17,933,510	18,172,140	1,643,821	9%	13,459,257	74%	16,778,022	1,376,746	8%	12,404,612	74%	9%
Public Works-Sewer	12,262,299	12,355,558	1,100,875	9%	10,053,346	81%	7,979,392	687,874	9%	6,729,537	84%	49%
Public Works-Meters	1,860,922	1,938,567	285,642	15%	1,335,596	69%	1,738,014	119,410	7%	1,251,386	72%	7%
Public Works-ROW Ins	753,419	758,578	57,602	8%	510,374	67%	694,714	65,134	9%	506,852	73%	1%
IT Serv	1,426,761	1,448,269	129,407	9%	1,012,004	70%	1,349,703	101,083	7%	1,019,329	76%	-1%
ES-Admin	485,714	496,474	35,573	7%	299,041	60%	411,459	35,837	9%	307,680	75%	-3%
ES-Construct Insp	868,791	891,517	55,183	6%	581,470	65%	772,521	53,923	7%	533,615	69%	9%
ES-Engineering	1,246,336	1,301,933	100,429	8%	802,198	62%	1,066,187	79,912	7%	714,970	67%	12%
DS-Bldg Insp Supp	0	0	0	NA	0	NA	85,446	7,737	9%	76,429	89%	-100%
Non Departmental	11,879,241	11,665,159	1,228	0%	8,774,395	75%	11,499,556	0	0%	8,290,482	72%	6%
Total	50,105,347	50,484,658	3,495,982	7%	37,736,606	75%	43,643,106	2,626,085	6%	32,726,053	75%	15%
Rev-Exp	2,747,012	2,617,701	814,917		(425,124)		11,327,181	1,706,675		2,636,644		
Utility Stormwater												
Revenues	1,617,500	1,617,500	116,327	7%	1,033,465	64%	1,318,309	109,862	8%	980,965	74%	5%
Expenses	1,607,083	1,772,797	122,943	7%	967,588	55%	1,096,015	65,411	6%	724,663	66%	34%
Rev-Exp	10,417	(155,297)	(6,616)		65,877		222,294	44,451		256,302		
Environmental												
Revenues	10,095,681	10,095,681	884,515	9%	7,738,577	77%	9,802,147	814,313	8%	7,184,738	73%	8%
Expenses	10,104,391	10,168,698	775,810	8%	7,416,352	73%	9,325,121	734,837	8%	6,793,884	73%	9%
Rev-Exp	(8,710)	(73,017)	108,705		322,225		477,026	79,476		390,854		
Hotel/Motel												
Revenues	3,514,351	3,514,351	265,755	8%	2,301,750	65%	3,867,404	451,860	12%	2,126,243	55%	8%
Expenses	3,379,089	3,379,089	114,943	3%	2,816,890	83%	3,651,151	272,807	7%	2,862,260	78%	-2%
Rev-Exp	135,262	135,262	150,812		(515,140)		216,253	179,053		(736,017)		

City of Frisco
Sales Tax Revenue Analysis

Fiscal Year Tracking - Accrual Basis

Month Received	Monthly Receipts FY 2012	% Change Over Same Month Prior Year	FY 2011-12 Year to Date Total	% Change YTD 11-12	Monthly Receipts FY 2011	% Change Over Same Month Prior Year	FY 2010-11 Year to Date Total	% Change YTD 10-11
	FY12				**FY 11**			
Dec	3,497,198	19.50%	3,497,198	19.50%	2,926,429	5.69%	2,926,429	5.69%
Jan	3,640,120	15.87%	7,137,318	17.62%	3,141,612	9.27%	6,068,041	7.52%
Feb	5,549,946	6.04%	12,687,264	12.26%	5,233,928	11.03%	11,301,969	9.11%
Mar	3,427,402	19.05%	16,114,665	13.64%	2,878,995	6.23%	14,180,964	8.52%
Apr	3,427,296	19.05%	19,541,961	14.55%	2,878,991	13.63%	17,059,955	9.35%
May	4,590,910	8.09%	24,132,871	13.26%	4,247,202	5.72%	21,307,156	8.60%
Jun	3,559,977	10.97%	27,692,848	12.96%	3,208,067	9.64%	24,515,223	8.74%
Jul		0.00%	-	0.00%	3,313,526	0.69%	27,828,750	7.71%
Aug		0.00%	-	0.00%	4,401,177	8.28%	32,229,927	7.79%
Sep		0.00%	-	0.00%	3,553,146	12.14%	35,783,073	8.21%
Oct		0.00%	-	0.00%	3,556,044	11.70%	39,339,117	8.51%
Nov		0.00%		0.00%	4,370,704	12.27%	43,709,821	8.88%
Grand Total	**27,692,848**				**24,515,223**			
General Fund	**13,846,424**				**12,257,612**			
EDC/CDC	**6,923,212**				**6,128,806**			

Allocation Comparison Summary Reports

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

	City	Net Payment This Period	Comparable Payment Prior Year	% Change
1	**Houston**	42,893,227.16	38,158,369.27	12.40%
2	**San Antonio**	18,770,622.78	16,813,506.33	11.64%
3	**Dallas**	17,437,749.05	15,621,523.28	11.62%
4	**Austin**	12,369,043.21	11,437,966.98	8.14%
5	**Fort Worth**	8,439,885.61	6,572,158.29	28.41%
6	**Arlington**	6,855,165.44	6,355,174.10	7.86%
7	**El Paso**	5,721,085.75	5,499,531.21	4.02%
8	**Round Rock**	5,544,216.97	5,764,235.36	-3.81%
9	**Corpus Christi**	5,437,802.83	4,902,181.74	10.92%
10	**Plano**	5,236,079.38	5,392,637.73	-2.90%
11	**Amarillo**	4,889,286.82	4,786,952.71	2.13%
12	**McAllen**	4,578,606.44	4,199,218.49	9.03%
13	**Midland**	4,133,727.80	3,618,325.09	14.24%
14	**Lubbock**	4,000,005.62	3,757,173.83	6.46%
15	**Frisco**	3,559,976.85	3,208,067.09	10.96%
16	**Irving**	3,509,653.06	3,329,569.62	5.40%
17	**Sugar Land**	3,168,060.00	2,360,616.61	34.20%
18	**Abilene**	3,049,657.97	2,949,558.76	3.39%
19	**Grand Prairie**	2,920,831.36	2,781,013.41	5.02%
20	**Laredo**	2,883,887.24	2,781,736.51	3.67%

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

July 10, 2012

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

Dear Mayor Maso,

Enclosed is the Monthly Collection Report for:	**June 2012**
The City of Frisco tax collections for the month were:	**$385,128.08**
The Rollback Collections for the month were:	**$190,446.56**

Sincerely,

Kenneth L. Maun
Tax Assessor Collector

Attachment

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

KM:ds

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

Monthly Collection Status Report
June 2012

City of Frisco #12

	Collections Month of June	Cumulative Total 10/1/11 thru 6/29/12	% of Collections
Current Tax Year Collections			
Base M&O	$89,171.04	$36,824,106.29	100.18%
Base I&S	67,175.84	27,741,016.62	
Late Renditon Penalty	251.60	14,815.30	
P&I M&O	12,084.49	111,463.79	
P&I I&S	9,076.29	80,214.07	
P&I I&S Bond			
Attorney Fee	503.23	4,246.01	
Subtotal	$178,262.49	$64,775,862.08	100.50%
Delinquent TaxYears Collections			
Base M&O	$87,894.25	$979,268.69	
Base I&S	77,864.36	827,597.14	
Late Rendition Penalty	1.83	610.65	
P&I M&O	21,817.12	232,652.07	
P&I I&S	19,791.26	195,157.14	
P&I I&S Bond			
Attorney Fee	2,295.96	152,966.19	
		0.00	
Subtotal	$209,664.78	$2,388,251.88	3.71%
Combined Current & Delinquent:			
Base M&O	$177,065.29	$37,803,374.98	
Base I&S	145,040.20	28,568,613.76	
Late Rendition Penalty	253.43	15,425.95	
P&I M&O	33,901.61	344,115.86	
P&I I&S	28,867.55	275,371.21	
P&I I&S Bond			
Attorney Fee	2,799.19	157,212.20	
		0.00	
Total Collections	$387,927.27	$67,164,113.96	104.21%
Original 2011 Tax Levy		$64,450,701.58	100.00%

Kenneth L Maun
Tax Assessor/Collector
Collin County
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McKinney Tx 75070

Cumulative Comparative Collection Status Report
June 2012

City of Frisco #12

	Collections thru June 2012	% Collections	Collections thru June 2011	% Collections
Current Tax Year Collections				
Base M&O	$64,565,122.91	100.18%	$63,452,257.34	98.94%
Late Renditon Penalty	14,815.30		15,187.01	
P&I M&O	191,677.86		236,478.65	
Attorney Fee	4,246.01		6,641.20	
Subtotal	$64,775,862.08	100.50%	$63,710,564.20	99.34%
Delinquent Tax Years Collections				
Base M&O	$1,806,865.83		$428,064.78	
Late Renditon Penalty	610.65		1,769.17	
P&I M&O	427,809.21		147,899.67	
Attorney Fee	152,966.19		79,987.69	
	0.00		0.00	
Subtotal	$2,388,251.88	3.71%	$657,721.31	1.03%
Combined Current & Delinquent:				
Base M&O	$66,371,988.74		$63,880,322.12	
P&I M&O	619,487.07		384,378.32	
Late Rendition Penalty	15,425.95		16,956.18	
Attorney Fee	157,212.20		86,628.89	
	0.00			
Total Collections	$67,164,113.96	104.21%	$64,368,285.51	100.37%
Adjusted 2010 Tax Levy			$64,130,894.11	100.00%
Original 2011 Tax Levy	$64,450,701.58	100.00%		

Kenneth L Maun
Tax Assessor/Collector
Collin County
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McKinney Tx 75070

Levy Outstanding Status Report
June 2012

City of Frisco #12

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 5/31/12	$704,452.84	$779,165.00
Base M&O Collections	156,346.88	165,758.61
Supplement/Adjustments	-3,695.28	-15,735.32
Write-off	0.00	0.00
Remaining Levy as of 6/29/12	$544,410.68	$597,671.07
Cumulative (From 10/01/11 thru 6/29/12)		
Original 2011 Tax Levy (as of 10/01/11)	$64,450,701.58	$1,271,301.44
Base M&O Collections	64,565,122.91	1,806,865.83
Supplement/Adjustments	658,832.01	1,133,235.46
Write-off	0.00	0.00
Remaining Levy as of 6/29/12	$544,410.68	$597,671.07

Kenneth L Maun
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Collin County
P O Box 8046
McKinney Tx 75070

Monthly Distribution Report
June 2012

City of Frisco #12

	Distribution Month of June	Distribution 10/1/11 thru 6/29/12
Weekly Remittances:		
Week Ending 6/1/12	$0.00	$9,973,333.33
Week Ending 6/8/12	$0.00	$12,431,437.46
Week Ending 6/15/12	$81,187.93	$12,039,189.43
Week Ending 6/22/12	$166,427.87	$11,403,002.24
Week Ending 6/29/12	$72,395.84	$21,112,133.90
Total Weekly Remittances	$320,011.64	$66,959,096.36
Overpayment from Prior Month	$65,103.77	$47,034.00
Manual Adjustment Refund	$0.00	$0.00
Commission Paid Delinquent Attorney	$2,799.19	$157,212.20
Entity Collection Fee	$0.00	$0.00
Judgement Interest	$0.00	$0.00
5% CAD Rendition Penalty	$12.67	$771.40
Repay Judgement Refund withheld twice, manually and in Spindlemedia	0.00	0.00
Total Disbursements	$387,927.27	$67,164,113.96
Carryover to Next Month	$0.00	$0.00

Municipal Court Division:

The court processed 1547 new citations for the month of June. Of these, 89% were for traffic violation, 2% for city ordinance violations, and 9% for other class C misdemeanor charges. There were 13 Teen Court referrals for the month of June.

Work Flow Performance Measures	2011-2012 June	2011-2012 YTD	2011-2012 Proposed	2010-2011	2009-2010
Cases Filed	1547	18863	21000	20076	21935
Cases Closed	2228	18267	22000	19951	22283
Warrants Issued and Cleared	483 / 394	3563 / 3661	5000 / 5700	4668 / 4961	5134 / 5504
Juvenile Cases Filed	94	818	1000	1106	1065
% Juvenile Cases Referred to Teen Court*	14%	10%	20%	15%	20%

Revenue Performance Measures	2011-2012 June	2011-2012 YTD	2011-2012 Proposed	2010-2011	2009-2010
Total New Bench Fines Levied**	$402,578	$5,002,083	$5,824,140	$5,567,888	$5,823,871
% Levied Bench Fines Collected	81%	60%	61%	61%	60%
Total Revenues Collected	$327,707	$3,013,488	$3,553,838	$3,376,843	$3,497,292
City General Fund Revenues	$190,531	$1,615,357	$2,209,801	$1,904,035	$2,075,735
Expenditures	$114,106	$1,072,666	$1,381,367	$1,305,885	$1,244,799
Total Revenue Per Case	$147	$165	$162	$169	$157
Total General Fund Revenue Per Case	$86	$88	$100	$95	$93
Court Processing Cost per Case	$74	$57	$66	$65	$57
City Net Per Case	$12	$32	$35	$30	$36
General Fund Revenues Minus Expenditures	$76,425	$542,691	$828,435	$598,150	$830,936
% Processed By Web and Phone	12%	15%	20%	20%	18%
% Processed By Mail	17%	16%	10%	11%	10%
% Processed At Municipal Court	71%	69%	70%	69%	72%

* Percentage of Cases Eligible for Teen Court

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

FirstSouthwest

Relative Value Report
Today's Date: 29-Jun-12
Settlement Date: **2-Jul-12**

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

MATURITY DATE	SECURITY TYPE	DISCOUNT/ SPREAD	YIELD
Agency Discount Notes			
27-Jul-12	FFCB	0.060%	0.061%
29-Aug-12	FHLB	0.105%	0.107%
28-Sep-12	FHLB	0.125%	0.127%
31-Oct-12	FHLB	0.130%	0.132%
30-Nov-12	FHLB	0.145%	0.148%
26-Dec-12	FNMA	0.175%	0.178%
29-Jan-13	FHLMC	0.150%	0.153%
27-Feb-13	FHLB	0.130%	0.132%
28-Mar-13	FHLMC	0.170%	0.173%
29-Apr-13	FHLB	0.150%	0.153%
29-May-13	FHLB	0.160%	0.163%
28-Jun-13	FHLB	0.220%	0.224%
Commercial Paper			
2-Aug-12	Toyota Motor Credit	0.100%	0.102%
31-Aug-12	Toyota Motor Credit	0.150%	0.153%
1-Oct-12	Toyota Motor Credit	0.190%	0.193%
29-Oct-12	GE Capital	0.250%	0.254%
29-Nov-12	GE Capital	0.300%	0.305%
28-Dec-12	GE Capital	0.300%	0.305%
29-Mar-13	Toyota Motor Credit	0.530%	0.541%
Agency Bullets (Non-Callable)			
2-Jul-13	FHLB 0.25	-4.0	0.273%
7-Oct-13	FFCB 3.875	+3.0	0.343%
13-Dec-13	FHLB 0.50	+5.0	0.363%
2-Apr-14	FHLMC 4.50	+8.5	0.398%
27-Jun-14	FNMA 1.125	+8.0	0.393%
29-Dec-14	FHLMC 0.625	+14.5	0.458%
2-Jul-15	FNMA 0.50 ***	+12.0	0.540%

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

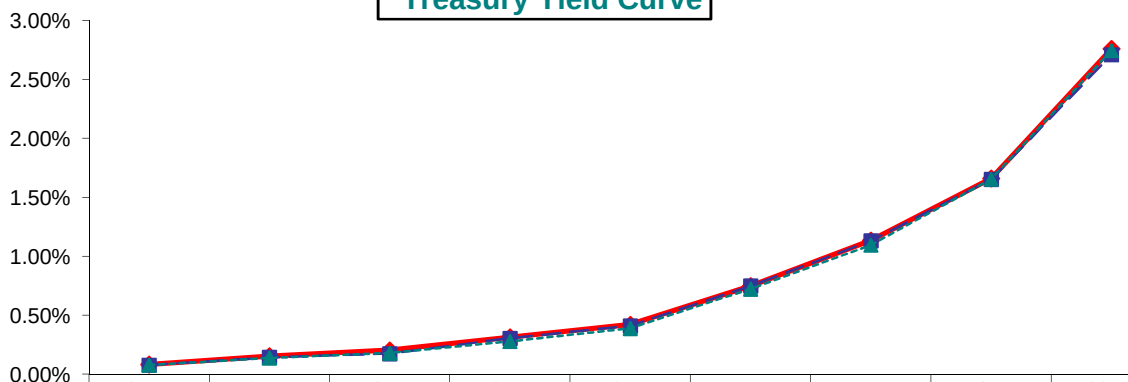
Investment Pool Yields:	TexPool	TexSTAR
Previous Day:	0.129%	0.131%
7 Day Moving Avg:	0.133%	0.131%

Agency Discount Note Yields	Current	Week Ago	Month Ago
1 Mo	0.061%	0.076%	0.086%
2 Mo	0.107%	0.112%	0.086%
3 Mo	0.127%	0.127%	0.107%
6 Mo	0.178%	0.163%	0.153%
9 Mo	0.173%	0.188%	0.173%
12 Mo	0.224%	0.204%	0.204%

Commercial Paper Yields	Current	Week Ago	Month Ago
1 Mo	0.102%	0.132%	0.142%
2 Mo	0.153%	0.153%	0.153%
3 Mo	0.193%	0.203%	0.203%
4 Mo	0.254%	0.254%	0.254%
5 Mo	0.305%	0.305%	0.295%
6 Mo	0.305%	0.377%	0.336%
9 Mo	0.541%	0.551%	0.612%

Agency Bullet Yields	Current	Week Ago	Month Ago
1 Yr	0.273%	0.263%	0.237%
1.5 Yr	0.363%	0.348%	0.312%
2 Yr	0.393%	0.398%	0.382%
2.5 Yr	0.458%	0.473%	0.502%
3 Yr	0.540%	0.529%	0.578%

Treasury Yield Curve



	3 Mo	6 Mo	12 Mo	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	30 Yr
Current	0.081%	0.152%	0.203%	0.313%	0.420%	0.747%	1.133%	1.660%	2.760%
One Week Ago	0.076%	0.142%	0.173%	0.303%	0.409%	0.748%	1.130%	1.652%	2.710%
One Month Ago	0.076%	0.137%	0.178%	0.277%	0.388%	0.722%	1.095%	1.654%	2.746%

City of Frisco
Permits - Bldg Insp End of Month Report (No Impact Fees)
For the Period 6/1/2012 thru 6/30/2012

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
BUILDING	CNEW	New commercial structures	7,221.00	$1,300,000.00	$5,549.52	$5,549.52	3		3
BUILDING	CALT	Commercial alterations	6,491.00	$12,900.00	$322.86	$322.86	3		3
BUILDING	CIFO	Commercial interior finish-outs (storefronts)	46,819.00	$1,859,619.00	$14,520.36	$14,520.36	12	2	14
BUILDING	CADD	Commercial additions	529.00	$129,638.00	$1,256.97	$1,256.97	3		3
BUILDING	COMM	Miscellaneous commercial modifications (cellular equip., paving, etc.)		$475,000.00	$279.75	$279.75	2		3
CO		Certificates of Occupancy	61,608.00	$0.00	$2,470.00	$2,470.00	22	1	23
[illegible]NG	CDMO	Commercial demolitions	162,252.00	$8,000.00	$50.00	$50.00	1		1
NG	SCHA	Existing school, alteration or addition to	6,213.00	$1,347,000.00	$4,337.25	$4,337.25	2		2
NG	SCHL	New school / education facility building	386,250.00	$65,000,000.00	$162,589.14	$162,589.14	1		1
		Section Subtotals	**677,383.00**	**$70,132,157.00**	**$191,375.85**	**$191,375.85**	**49**	**3**	**53**
NG	MNEW	Multifamily structure							0
NG	MADD	Addition to existing multifamily structure							0
NG	MALT	Alteration to existing multifamily structure							0
FAMILY		Multifamily registration for bldg and site insp							0
		Section Subtotals							**0**
NG	SNEW	Single-family dwellings	640,528.00	$38,769,967.35	$340,305.93	$340,305.93	66	73	139
BUILDING	SADD	Addition to existing single-family structure	15,114.00	$479,261.00	$5,308.70	$5,308.70	4	2	6
BUILDING	SALT	Alteration to existing single-family structure	16,742.00	$1,385,309.21	$23,164.55	$23,164.55	74	86	160
BUILDING	MISC	Various miscellaneous modifications (concrete slab, etc.)		$75,000.00	$536.25	$536.25	1	1	2
BUILDING	SDMO	Single-family residential demolition	4,254.00	$5,000.00	$50.00	$50.00	1		1
BUILDING	DPLX	Duplex							
BUILDING	MOBH	Mobilehome							
BUILDING	Others	Other building permits	400.00	$10,250.00	$115.30	$115.30	1	1	
		Section Subtotals	**677,038.00**	**$40,724,787.56**	**$369,480.73**	**$369,480.73**	**147**	**163**	**3[illegible]**
POOL	RES POOL	Residential swimming pools and spas	0.00	$1,398,500.00	$6,470.00	$6,470.00	10	30	
POOL	SEMI PUB POOL	New pool/spa construction (apartments, hotels, HOA, etc.)							
POOL	Others	Miscellaneous water features (ponds, fountains, other water features over 2 ft in depth)							
		Section Subtotals	**0.00**	**$1,398,500.00**	**$6,470.00**	**$6,470.00**	**10**	**30**	**40**

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

AGENDA ITEM #12.

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Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
FENCE	RES	Residential fence installation				$2,762.10	53	78	131
FENCE	SCRN WALL	Masonry screening wall installation				$20.00	1		1
FENCE	RETAINING WALL	Masonry or wood retaining wall over 2ft				$220.00	7	4	11
FENCE	Others	Other Fence installations				$360.45	6	6	12
		Section Subtotals				**$3,362.55**	**67**	**88**	**155**
ELECTRICAL	ALT/ADD	Upgrade panels and other electrical				$1,225.00	16	11	27
ELECTRICAL	NEW	New electrical systems installation							0
PLUMBING	ALT/ADD	Upgrade existing plumbing				$1,018.00	21	20	41
PLUMBING	WATER HEATER	Water heater installation				$3,246.00	65	48	113
PLUMBING	IRRIGATION	Irrigation/sprinkler system installation				$18,705.00	45	56	101
PLUMBING	OSSF	On-site sanitation facility							0
MECHANICAL	ALT/ADD	Furnace/air conditioner systems				$6,143.75	69	41	111
MECHANICAL	NEW	New mechanical installations							0
ELECTRICAL	Other	Other miscellaneous electrical				$45.00	1		1
PLUMBING	Other	Other miscellaneous plumbing							0
MECHANICAL	Other	Other miscellaneous mechanical							0
		Section Subtotals				**$30,382.75**	**217**	**176**	**394**
SIGN	BANN	Temporary Banners				$675.00	9	2	11
SIGN	INFLATABLE SIGN	Large secured static balloon, temporary advertisement				$750.00	7	3	10
SIGN	MONUMENT INDIVIDUAL	Permanent sign with masonry border							0
SIGN	PROJECT/DEVELOPMENT	Temporary wooden sign advertising future development				$750.00	2	3	5
SIGN	REAL ESTATE	Temporary wooden sign at property for lease or sale				$900.00	5	1	6
SIGN	SUBDIVISION MONUMENT	Decorative entry, or other location, features within a development							0
SIGN	SUBDIVISION IDENTITY	Masonry signage incorporated with the subdivision screen wall							0
SIGN	WALL	Permanent sign attached to side of an approved wall of a structure							0
SIGN	CANOPY	Canopy							0
SIGN	MENU BOARD	Drive-thru menu boards							0
SIGN	PROJECTING	Sign installed that extends outward from a wall							0
SIGN	Others	Other miscellaneous signs				$4,200.00	27	1	28
		Section Subtotals				**$7,275.00**	**50**	**10**	**60**

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

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
HEALTH	CONV	Convenience stores				$1,210.00	5		5
HEALTH	CAFT	Cafeteria (i.e. hospitals, office buildings)				$405.00	1		1
HEALTH	DAYC	Daycares, includes private & religious daycare facilities				$1,010.00	3	2	5
HEALTH	GROC	Grocery stores				$550.00	1		1
HEALTH	HLTD	Other businesses required by government regulatory authority to have health-related inspections (i.e. bed & breakfast)				$255.00	3	2	5
HEALTH	MBHT	Mobile catering vehicles, hot				$900.00	1	1	3
HEALTH	MBCD	Mobile catering vehicles, cold				$400.00			2
HEALTH	KIOSK HLTH	Food-related sales - non-mobile				$200.00	1		1
H	PRIVATE HLTH	Nursing, assisted living, or the like				$400.00	1		1
H	REST	Restaurants, dining food establishments				$9,240.00	20	4	24
H	SCHOOL / CITY	School district and private educational facilities, City facilities					28	12	40
H	THLT	Temporary health permits				$1,060.00	27	3	30
H	Others	Other health permits				$1,500.00	7		7
		Section Subtotals				**$17,130.00**	**98**	**24**	**125**
	SWPUB	Public pools and spas							0
	SWRES	HOA community pools and spas							0
	SWSEMI	Hotels and apartment communities pools and spas				$450.00			2
		Section Subtotals				**$450.00**			**2**
SPECIALEVENT	Others	Miscellaneous SPECIALEVENTs				$75.00	1		1
SPECIALEVENT	SIDEWALK	Existing business sidewalk sale				$500.00	5		5
SPECIALEVENT	OUTDOOR	Outdoor							0
SPECIALEVENT	PARKING LOT	Parking lot				$100.00	1		
SPECIALEVENT	SEASONAL	Seasonal - holiday trees, pumpkins, etc.							
SPECIALEVENT	TENT	Tent				$300.00	4	1	
		Section Subtotals				**$975.00**	**11**	**1**	

AGENDA ITEM #12.

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

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
REGISTRATION	ELEC REG	Electrical contractors registrations				$1,157.00			23
REGISTRATION	MECH REG	Mechanical contractor registrations				$602.00			12
REGISTRATION	PLUMB REG	Plumbing contractor registrations							22
REGISTRATION	GENERAL REG	General contractor registrations, no fees				$51.00			66
REGISTRATION	IRRIGATION	iRRIGATION contractor registrations, no fees				$350.00			7
REGISTRATION	Others	Other contractor registrations				$726.50			18
		Section Subtotals				**$2,886.50**			**148**
		Totals on report	**1,354,421.00**	**$112,255,444.56**	**$567,326.58**	**$629,788.38**	**649**	**495**	**1,299**

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

AGENDA ITEM #13.

FRISCO FIRE DEPARTMENT

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

Memorandum

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

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

From: **Mack Borchardt, Fire Chief**

Date: **July 31, 2012**

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

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

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

Report Analysis: Activity Report for June 2012 is below:

1. ***Incident Analysis*** –

- *June 2012* – The Fire Department responded to 653 calls during the month of June, including 3 structure fires resulting in $75,500 in damages, 3 vehicle fires resulting in $12,800 in damages, 283 emergency medical calls and 86 motor vehicle accidents.

	Alarm Type	Total Alarms	% of Total Alarms
1	Structure Fires	3	0.46%
2	Vehicle Fires	3	0.46%
3	Grass Fires	0	0.00%
4	Smoke / Alarm Investigation	93	14.24%
5	Motor Vehicle Accidents	86	13.17%
6	Medical Calls	283	43.34%

FRISCO FIRE DEPARTMENT

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

	Alarm Type (Continued)	Total Alarms	% of Total Alarms
7	Mutual Aid (Fire)	11	1.68%
8	Mutual Aid (EMS)	6	0.92%
9	Other	168	25.73%
10	**Total Monthly Alarms**	**653**	**100.00%**

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

   - *June 2012* – 256 fire safety inspections and 179 SAFER plans were completed in June 2012. 174 new construction inspections were performed by the Fire Marshal's Office in June.

3. ***Response Time Analysis*** –

   - Average monthly response times for June by District:

1	District 1	5:08
2	District 2	4:22
3	District 3	4:21
4	District 4	5:40
5	District 5	5:57
6	District 6	4:52
7	District 7	5:05
Overall Average Response Time, City		**5:01**

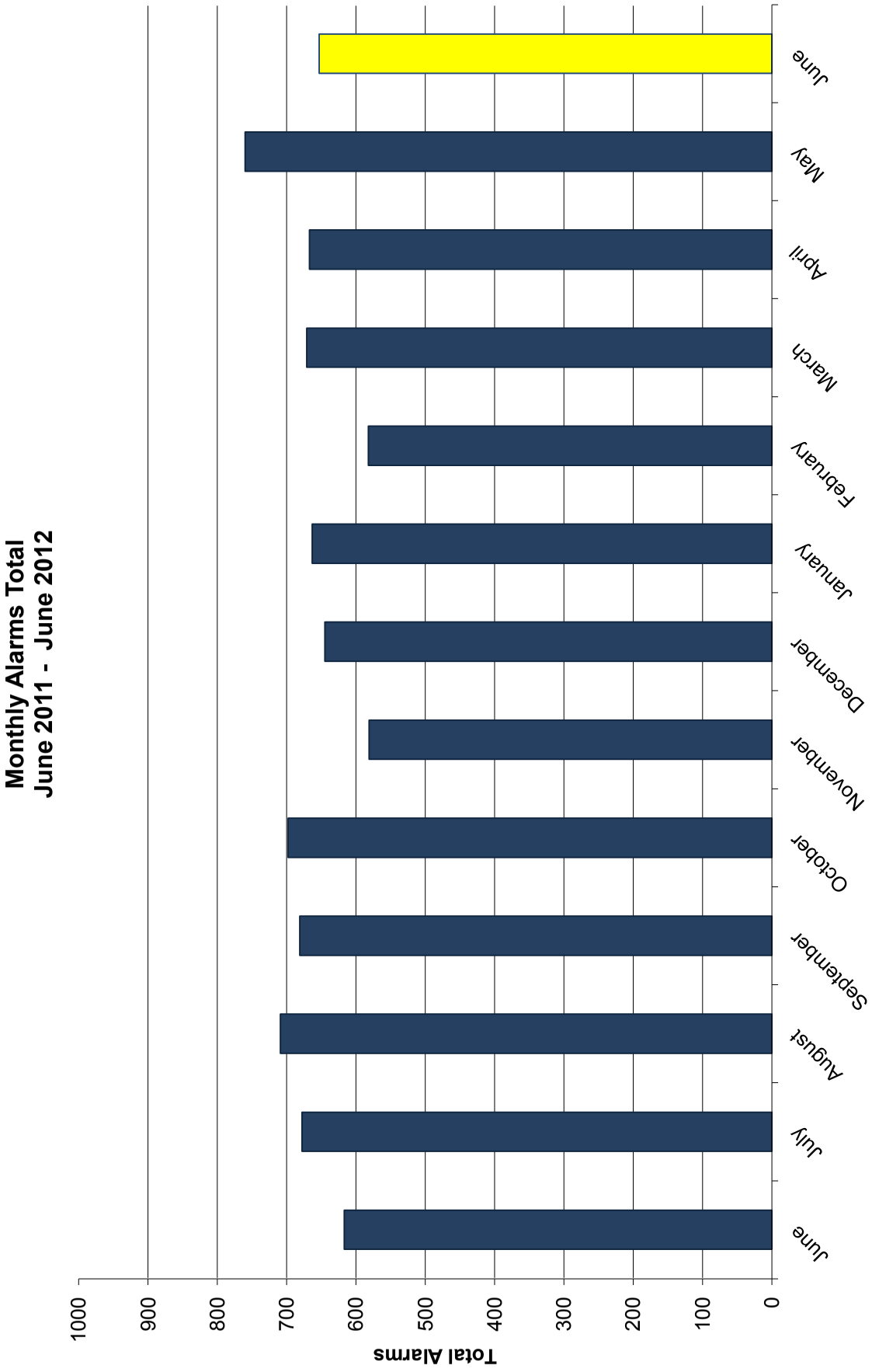
Supporting Documents: Supporting documents include the following items:

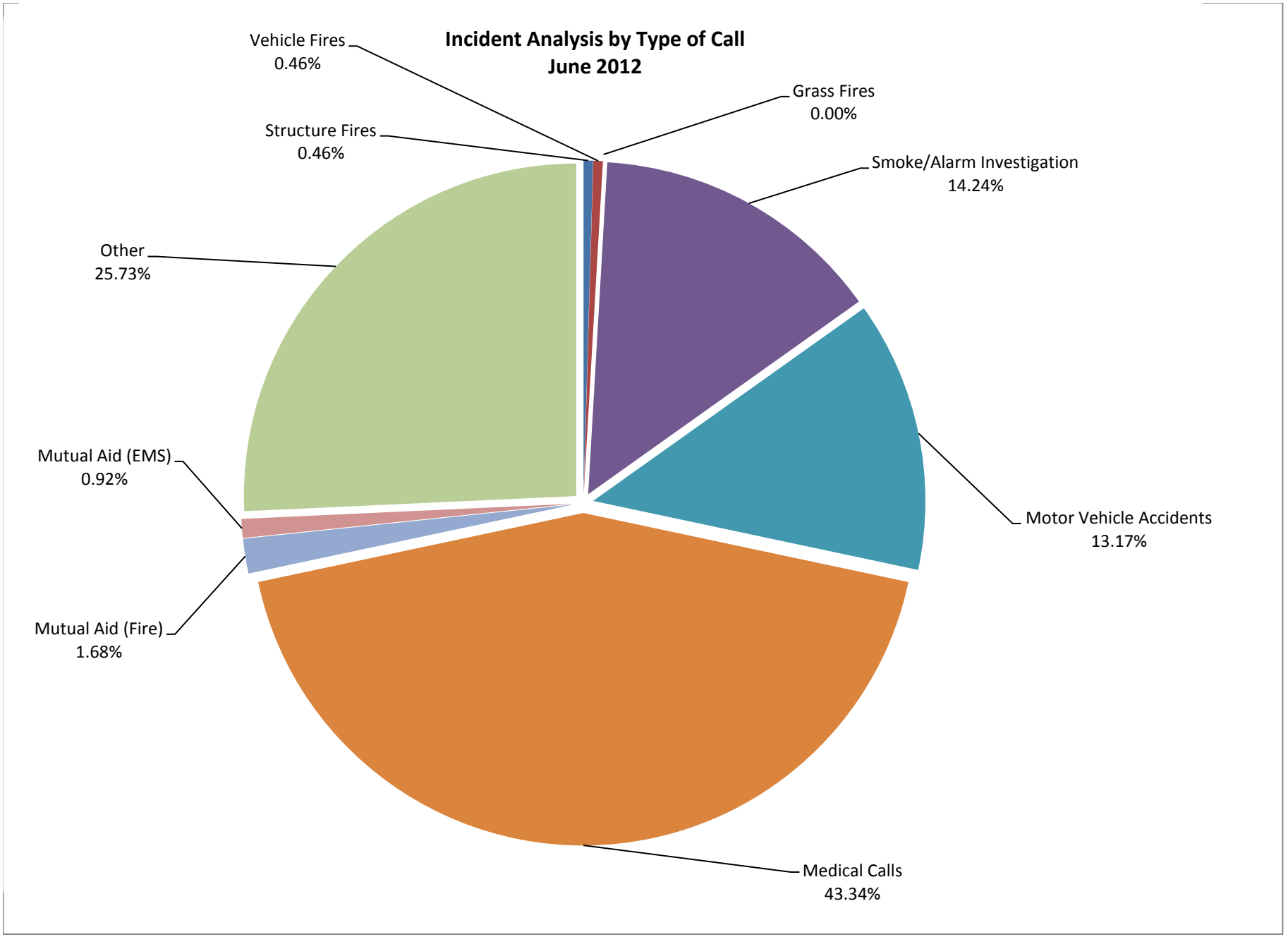
- *June 2012*:
  - Frisco Fire Department Monthly Summary, June 2011- June 2012;
  - Monthly Alarms Total, June 2011- June 2012;
  - Frisco Fire Department Incident Analysis by Type of Call – June 2012;
  - Frisco Fire Department Incident Analysis, 2001- June 2012;
  - Frisco Fire Department Public Education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

Frisco Fire Department Monthly Summary

June 2011 - June 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	Total Alarms
June	2	2	4	96	66	301	11	2	133	617
July	0	4	7	91	70	320	3	1	182	678
August	1	3	5	102	74	331	11	5	177	709
September	1	2	5	92	73	338	10	5	155	681
October	0	5	3	88	110	305	1	0	186	698
November	2	2	1	91	79	279	2	1	124	581
December	2	3	1	100	65	305	2	1	166	645
January	1	2	4	100	77	334	4	3	138	663
February	0	0	3	77	72	289	2	1	138	582
March	3	3	0	97	78	356	4	2	128	671
April	1	1	0	96	72	329	4	1	163	667
May	3	0	0	89	93	393	3	5	174	760
June	**3**	**3**	**0**	**93**	**86**	**283**	**11**	**6**	**168**	**653**
2011-2012 Grand Totals	19	30	33	1212	1015	4163	68	33	2032	8605


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


Incident Analysis by Type of Call
June 2012
Vehicle Fires
0.46%
Grass Fires
0.00%
Structure Fires
0.46%
Smoke/Alarm Investigation
14.24%
Other
25.73%
Mutual Aid (EMS)
0.92%
Motor Vehicle Accidents
13.17%
Mutual Aid (Fire)
1.68%
Medical Calls
43.34%

Frisco Fire Department Incident Analysis 2001 - June 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	**Total Alarms**
2001	35	20	36	493	445	1524	30	31	615	**3229**
2002	30	26	40	635	460	1962	27	28	798	**4006**
2003	26	27	46	813	630	1975	25	55	991	**4588**
2004	21	15	23	703	681	2207	20	42	1235	**4947**
2005	33	41	75	806	731	2583	31	65	1460	**5825**
2006	31	37	85	1042	782	2809	32	42	1440	**6300**
2007	35	20	23	1065	775	2961	21	20	1610	**6530**
2008	27	32	20	1036	701	3237	45	42	1742	**6882**
2009	35	27	32	1021	792	3282	92	192	1773	**7246**
2010	24	25	20	1210	791	3533	59	21	1751	**7434**
2011	20	28	40	1276	890	3807	70	25	2030	**8186**
2012	**11**	**9**	**7**	**552**	**478**	**1984**	**28**	**18**	**909**	**3996**

FRISCO FIRE DEPARTMENT

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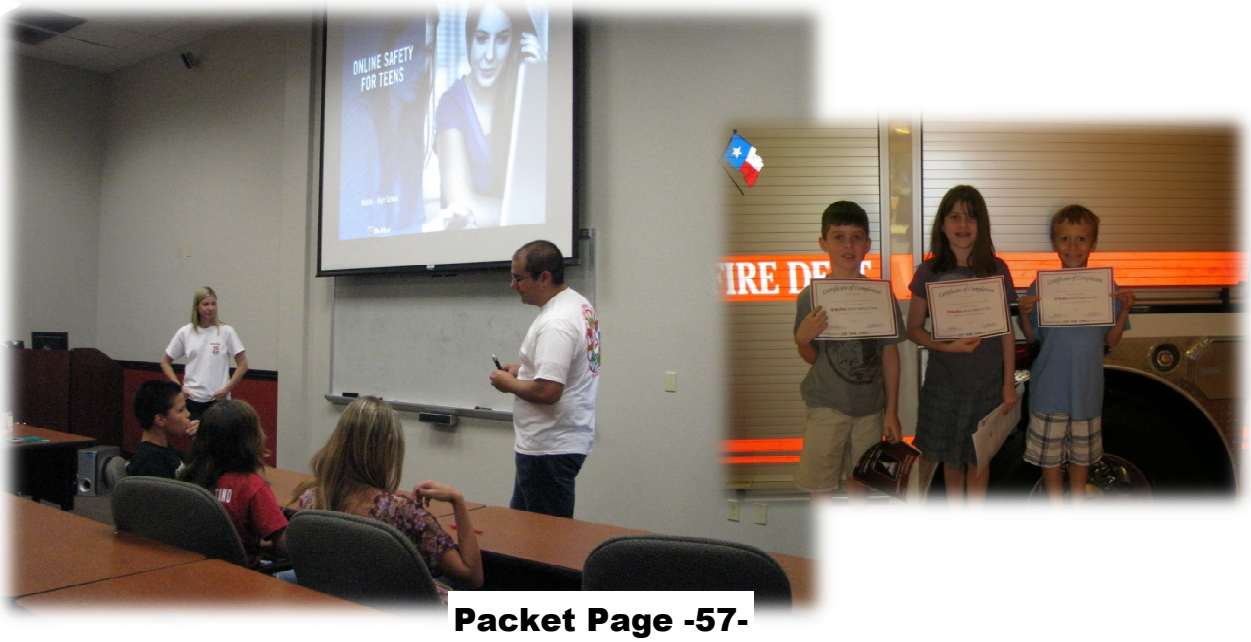
FRISCO FIRE

Frisco Fire Department Public Education Summary

June 2012

Frisco Fire Department	Number	Students
Fire Station Tours	20	130
Birthday Party	25	681
Block Party	4	277
Frisco Fire Safety Town	**Number**	**Students**
Frisco Fire Safety Town Educational Tours	59	333
Frisco Fire Safety Town Programs	35	695
Community Education Event	**Number**	**Students**
➢ Friday Night @ FFST x 5 (1160) ➢ Health Fair @ Centennial Medical Center (500) ➢ Public Education @ 10955 Custer Rd. (35) ➢ Golf Ball Drop @ Frisco Lakes (50) ➢ Public Education @ 13405 Main (38) ➢ Public Education @ Hope Fellowship (210) ➢ July 4th Parade @ Turnbridge Manor (100) ➢ McAfee Internet Safety Training x 8 (51)	11	2,144
Total Audience		4,260

McAfee Internet Safety Program



AGENDA ITEM #14.

EXECUTIVE DIRECTOR/STAFF REPORT: June 2012

- **Visitor Guide Fulfillments** Mail: **751** e-Brochures: **4,858** Downloads: **2**
- **Previous Year June 2011** Mail: **4,217** e-Brochures**: 0** Downloads: **1,820**

    - Tour Texas – 151
    - Southern Living – 193
    - Texas Monthly – 20
    - See Texas First – 387
    - See Texas First e-Brochure – 4,858
    - Tour Texas PDF Downloads – 2

- **Meetings/Events Attended**:
    - Danielle w/HelmsBriscoe
    - UNIFY Frisco
    - FY13 Budget Review
    - Winter Games of Texas Lunch
    - CVB/Arena Meeting w/Jehovah Witnesses
    - SBDC Meeting w/Frisco Chamber
    - Nila Patel, VP Sales & Marketing w/Inn at Frisco
    - IMAX
    - Will Sowell – New Councilman
    - Stephanie w/EDC, re: Inc. Booth
    - DFWATC/HSMAI Luncheon
    - CVB Executive Committee Meeting
    - North Dallas CVB Lunch
    - Lunch Meeting w/Lynn Cramp, re: 2012 NAPHL Event
    - Review NAIA Tournaments/Events for Future Frisco Bids
    - CVB/Hotel Partner Meeting
    - Lunch w/Julie & Gale new Homewood Director of Sales & GM
    - DFWATC Sports Alliance Conference Call, re: TEAMS Sponsorship
    - HelmsBriscoe Breakfast & Panel Forum
    - Review of Corporate & Nat'l. Association Accounts w/Westin
    - MPI Chapter Meeting
    - RoughRider Game w/CCEF

  - JCPA Board Meeting
  - Dolores Ridout, re: PTM Groups
  - NCAA Conference Call, re: Community Outreach & Marketing
  - Appearance w/Mayor at SWEMA
- **Presentations:**
  - Monthly Report to City Council
  - JCPA Host City Presentation
- **Sales Missions/Travel**:
  - Austin, TX – TSAE Summer Break (Sponsor) & Association Sales Calls
  - South Padre, TX – JCPA Annual Conference
- **Site Inspections:**
  - Family Life
  - JCPA
  - IOSL
  - Hilton Worldwide
  - Mitel
  - Arizant
- **Special Projects/Events**
  - Best of the Road/Rand McNally Events
  - Pre-Planning Austin Sales Calls (July)
  - Supervisory & Leadership Academy Graduation
  - Texas Trust Fund
  - HB Associates & CVB Sales Professionals Webinar
  - Pre-Planning Nashville Sales Mission
  - Shop Frisco Coupon Program
  - Frisco Tourism Research
- **Convention Groups Serviced**:
  - Texas CASA (October)
  - Ameriplan (July)
  - ISI Worlds (July)
  - Texas Pharmacy (2013)
  - Jehovah Witnesses (August)

Monthly Sales Report
FY 11-12

	Turned Definite				Turned Tentative				Turned Lost			
	FY12		FY11		FY12	FY11	FY10	FY09	FY12	FY11	FY10	FY09
	Rm Nts	# Groups	Rm Nts	# Groups	Room Nights				Room Nights			
October	4,094	14	1,385	5	4,717	2,721	290	608	8,169	1,610	420	1,425
November	4,463	11	2,011	8	11,877	2,847	7,434	2,107	5,555	40	1,470	2,081
December	2,070	6	2,960	5	8,909	5,438	380	3,230	7,591	900	0	555
January	3,390	12	1,124	8	11,979	5,700	3,733	7,288	10,107	3,732	3,198	9,316
February	2,289	8	2,258	6	14,908	3,842	4,657	12,884	5,207	1,002	2,256	5,403
March	1,870	5	742	5	10,522	2,015	5,935	5,236	3,292	1,430	5,014	2,867
April	1,882	5	2,187	6	5,619	2,938	16,354	3,361	6,890	380	150	2,755
May	4,345	9	450	2	14,068	3,117	2,523	3,156	3,911	3,930	8,143	1,096
June	3,414	10	833	6	10,264	12,328	5,964	1,511	5,566	2,890	903	2,219
July			1,178	4		11,838	6,547	2,650		2,245	4,375	1,216
August			4,134	8		10,223	8,045	813		4,571	6,044	690
September			260	3		7,155	1,642	5,629		2,560	5,008	1,542
Total	**27,817**	**80**	**19,522**	**66**	**92,863**	**70,162**	**63,504**	**48,473**	**56,288**	**25,290**	**36,981**	**31,165**

Projected Economic Impact of Business Turned Definite

	FY12	FY11	FY10	FY09
October	$ 7,829,406	$ 1,845,499	$ 1,561,928	$ -
November	7,420,499	1,940,336	62,000	70,183
December	1,586,307	2,862,666	2,755,540	1,860,006
January	2,470,529	892,165	6,593,670	358,000
February	2,314,630	1,732,634	1,345,565	206,120
March	4,526,175	980,262	2,052,900	1,067,816
April	937,195	1,370,282	1,225,375	1,187,400
May	3,647,385	381,950	1,121,060	7,258,532
June	3,700,226	509,705	13,951	393,148
July		1,601,035	308,255	204,000
August		4,327,785	5,731,300	636,888
September		1,034,216	2,137,350	830,853
Total	34,432,352	19,478,535	24,908,894	14,072,946

2-Jul-12

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

PUBLICITY VALUATION
FY 2011 - 2012

YEAR-TO-DATE PRINT PUBLICITY	Media Hosted	Media Missions	Monthly Print Value	Monthly Electronic Value	Total Media Value	FY 11 Value
2011 - 2012 Fiscal Year Publicity						
October	**0**		$ 56,419	$ 1,455	$ 57,874	$ 28,736
November	**0**		6,850	41,723	48,573	53,894
December	**1**		14,492	47,535	62,027	57,851
January		LA & San Fran	44,482	27,444	71,926	47,171
February		Austin	7,137	108,701	115,838	128,639
March			41,972	931	42,903	91,890
April	**1**		39,109	17,032	56,141	36,737
May	**1**		32,954	10,167	43,121	28,035
June			6,437	19,502	25,939	64,882
July						102,773
August						17,586
September					-	66,277
2004 - 05 Fiscal Year Print/Electronic Values		**398**	**169,177**	**31,950**	**201,127**	
2005 - 06 Fiscal Year Print/Electronic Values		**1,380**	**145,336**	**34,358**	**179,695**	
2006 - 07 Fiscal Year Print/Electronic Values		**1,804**	**121,295**	**190,354**	**311,649**	
2007 - 08 Fiscal Year Print/Electronic Values		**803**	**436,587**	**233,375**	**669,962**	
2008 - 09 Fiscal Year Print/Electronic Values			**299,217**	**383,929**	**683,145**	
2009 - 10 Fiscal Year Print/Electronic Values			**426,875**	**167,470**	**594,345**	
2010 - 11 Fiscal Year Print/Electronic Values			**508,356**	**216,116**	**724,472**	
2011 - 12 Fiscal Year-to-Date Print/Electronic Values			**249,852**	**274,490**	**524,342**	**767,796**

	Column Inches:	Publicity Value:
NEWSPAPER:		
Dallas Morning News		
"Frisco Running for Friendliest Title/BOTR"	1.00	$ 650.00
Times Record News		
"DFW Events / Quannah Parker Exhibit"	1.24	$ 48.64
McKinney Courier-Gazette		
"Home Sweet Home /Tornado Overtime Win…"	37.50	$ 807.25
NeighborsGo/Allen/Frisco/McKinney		
"Cover Page / Frisco / City Vies for Friendliest…"	1.00	$ 63.00
"Frisco Competes for Title of America's Friendliest…/BOTR"	16.00	$ 525.00
Frisco Enterprise		
"Frisco Vies to be Named Friendliest Small Town…/BOTR"	14.00	$ 282.20
MAGAZINE:		
Rejuvenate		
"Places: Frisco, Texas"	24.00	$ 3,730.56
Meeting Planners Guide		
"Gwen Thomason & New Hotel Employees"	4.00	$ 330.60
Total Print		**$ 6,437.25**
ONLINE		
GuideLive.com		
"Denton, Frisco & Gainesville Compete…/BOTR"		$ 200.00
DallasNews.com		
"Denton, Frisco & Gainesville Compete…/BOTR"		$ 200.00
DallasNews.com/Frisco Blog		
"Frisco CVB FY 2011 Success"		$ 200.00
"You Be the Tour Guide / YouTube Video"		$ 200.00
"Say HOWDY to Team Rogue Riders / BOTR"		$ 200.00
"Rogue Riders Still in Town / BOTR"		$ 200.00
D Magazine.com		
"Front Burner / Rand McNally/USA TODAY / BOTR"		$ 525.00
"Front Burner / Frisco Welcomes Contest Judges/Flash Mob/ BOTR"		$ 525.00
NorthDallasGazette.com		
"Frisco Hoping to Earn Friendliest Small Town/BOTR"		$ 31.00
Frisco-Online.com		
"Frisco Vies to be Named Friendliest Small Town/BOTR"		$ 150.00
MeetingsFocus.com		
"Gayle Wilkinson & Julie Vogel / Magnolia Lodging New Employees"		$ 1,195.00
TELEVISION		
KXAS/NBC 5		

	Column Inches:	Publicity Value:
"Friendliest Small Town / BOTR / 4pm"		$ 2,963.80
"Friendliest Small Town / BOTR / 5pm"		$ 1,505.98
KTVT/CBS 11		
"Friendliest Small Town / BOTR / 6pm		$ 3,604.26
KDFW/Fox 4		
"Friendliest Small Town / BOTR / 7am		$ 1,802.13
Radio		
KLIF/WBAP		
Friendliest Small Town/BOTR/ Marla Roe"		$ 6,000.00
Total Electronic		**$ 19,502.17**
TOTAL PUBLICITY		**$ 25,939.42**

AGENDA ITEM #15.

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: **July 26, 2012**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

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

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

The Budget and Audit Committee last met on June 19th. The other Committees did not meet during the period.

Other meetings of interest: The Sister City Committee met on July 7 and July 9 and will meet again on 7/30. The Veteran's Advisory Committee will meet on July 26.

AGENDA ITEM #16.

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, JUNE 19, 2012

MINUTES

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

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 5:09 p.m. with a quorum present. Council has granted Councilman Nelson an excused absence until his return from active duty

Representing staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; Assistant City Manager, Ron Patterson; City Attorney, Richard Abernathy; City Secretary, Jenny Page; Assistants to the City Manager; Ben Brezina, John Eaglen, and Kathleen Stewart; Public Works Director, Gary Hartwell; Finance Director, Anita Cothran; Police Chief, Todd Renshaw; CVB Executive Director Marla Roe; Fire Chief Mack Borchardt; Development Services Director, John Lettelleir; Engineering

Director, Paul Knippel; Assistant Director of Engineering Services Brian Moen; Stormwater Administrator, Perry Harts; Assistant Engineering Director Liz Metting; and Judge Michael Drewry.

CLOSED SESSION

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

Bob Allen moved to enter Closed Session at 5:11 p.m. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

i. Receive legal advice regarding calling an election to vote for or against Ordinance No. 08-05-02 which repealed Ordinance No. 07-08-37.

ii. 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:

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

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

ii. Deliberation regarding the reassignment of the Fire Chief.

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 6:45 p.m. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mayor Maso announced there was no action to take as a result of closed session.

INVOCATION

Scott Johnson led the invocation.

PLEDGE OF ALLEGIANCE

Collin County Commissioner Matt Shaheen led the United States and Texas Pledges of Allegiance.

INDIVIDUAL ITEMS

4. Recognition of Service for the Planning and Zoning Commission, Board of Adjustments, and Library Foundation. (CSO/JP)

John Keating moved to enter recess at 7:03 p.m. for a brief reception honoring the board members for their service. Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

John Keating moved to reconvene into Regular Session at 7:16 p.m. Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mayor Maso recognized the Planning & Zoning, Board of Adjustments, and Library Foundation Boards for their service and announced that applications would be accepted starting July 1st thru the last business day in July for the 2013 Boards and Commissions selection.

PROCLAMATIONS

REPORTS

5. Check Presentation to Frisco Veterans Walk of Honor

   Mayor Maso welcomed members of the Frisco Veterans Committee and staff of Prisma Staffing who recently joined together to raise funds by holding a job fair for veterans returning from duty and trying to find jobs. Cliff Sosamon, owner of Prisma Staffing and member of the Veterans Committee, presented a check in the amount of $2,239.82 to Lee Myrben, Chair of the Veterans Committee to assist in the Frisco Veterans Walk of Honor.

6. Texas Library of Excellence Award to Frisco Public Library

   Texas Municipal Library Directors Association President Jana Prock, presented the Frisco Public Library with the Texas Library of Excellence Award. Ms. Prock stated that out of five hundred sixty five libraries, the Frisco Public Library was only one of twenty six to receive the award, with 581,000 people visiting the library, and 1.27 million materials checked out during 2011. Ms. Prock presented the award to the Council. Director Shelley Holley thanked everyone for their support.

   Mayor Maso moved to Citizen Input at 7:32 p.m.

7. Development Services Activities Monthly Update May 2012

   Development Services Director John Lettelleir reported on monthly activities and gave an update for May 2012. Mr. Lettelleir gave a brief presentation on West Nile Virus since there have been a few reports in surrounding cities. There have been no reports in Frisco.

8. Frisco CVB May report on staff activities, definite business and projected economic impact and media values.

   CVB Director Marla Roe reported on the Best of the Road campaign sponsored by Rand McNally. Frisco is a finalist as the Most Friendly city.

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

   Public Works Director Gay Hartwell reported on water usage and other monthly activities and also reported that the North Texas Municipal Water District has moved to Stage 2 due to water restrictions from Lake Texoma.

10. Police Department's crime statistics and response times for the month of May 2012.

Police Chief Todd Renshaw reminded everyone to register their block parties for National Night Out on August 7th.

11. Fire Department Monthly Report on Incident Response and Educational Activities, May 2012.

Fire Chief Mack Borchardt reported that Fire Station No. 7 was officially open and tentatively planning a Grand Opening on National Night Out.

12. Financial Services Department Monthly Financial Report - May 2012.

Financial Services Director Anita Cothran reported on the May 2012 financial report.

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

Legislative Committee – no report

FSMD – Mayor Maso reported that there was a short quarterly meeting and the financials have not changed. Council member Bob Allen joined the board in his first meeting, replacing Pat Fallon.

Sports Council - Jeff Cheney reported they had promised a product this summer but it will be later in the year. Survey responses have been received and provided good feedback. There is a meeting at 5:30 tomorrow night at the Parks and Recreation facility.

Budget and Audit Committee – Jeff Cheney reported that they had met today and discussed the Council budget for 2012, and were working on improving transparency.

Mayor Maso moved to the Consent Agenda.

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

Commissioner Shaheen presented a check for $9.3 million as a partner in road projects to match to what the City will contribute.

With no one else wanting to speak, Mayor Maso returned to Item 7.

CONSENT AGENDA

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

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

Jeff Cheney moved to approve the Consent Agenda. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

14. Consider and act upon approval of the June 5, 2012 regular City Council meeting minutes. (CSO/JP)

15. Consider and act upon adoption of a Resolution authorizing the City Manager to execute the Development Agreement by and between the City of Frisco and Pulte Homes of Texas, L.P., and the Frisco Lakes Homeowner's Association, Inc. for property located at the intersection of Stonebrook Parkway and Anthem Drive. Neighborhood #43. (Development Services/MW) **Resolution 12-06-111R**

16. Consider and act upon adoption of a Resolution setting Public Hearings on a proposed voluntary annexation of 463.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± east of FM 423. Neighborhood #51. Annexation Case A12-0004. (Development Services/MW) **Resolution 12-06-112R**

17. Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Interlocal Agreement by and between the City of Frisco and Collin County to provide funding for the construction of Coit Road from north of Eldorado Parkway to Panther Creek Parkway. (Engineering/JB) **Resolution 12-06-113R**

18. Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Interlocal Agreement by and between the City of Frisco and Collin County to provide funding for the construction of Rockhill Road from County Road 26 to Dallas Parkway. (Engineering/JB) **Resolution 12-06-114R**

19. Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Interlocal Agreement by and between the City of Frisco and Collin County to provide funding for the construction of Rockhill Road from Dallas Parkway to Preston Road. (Engineering/JB) **Resolution 12-06-115R**

20. Consider and act upon authorization for the City Manager to execute a change order to the Standard Construction Contract for Pittard Construction Company for Construction Services for FM 3537 20" & 24" Water Improvements (Preston Rd to Custer Rd) (Bid No. 1201-037). (Engineering/DC)

21. Consider and act upon award of bid to Dal-EC Construction, Ltd., and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for Fairways Lift Station Emergency Generator (Bid No. 1205-050) and authorizing construction phase contingencies (Engineering/AH) **Resolution 12-06-116R**

22. Consider and act upon adoption of a Resolution authorizing acquisition by purchase certain property generally located at the southwest corner of the intersection of Stonebrook Parkway and the DNT for right-of-way and temporary construction easement for the construction of and/or improvements to Stonebrook Parkway (Preston Road to DNT) (Engineering/AH) **Resolution 12-06-117R**

23. Consider and act upon a Resolution authorizing the City Manager to execute Amendment Number One to the Master Agreement with Freese and Nichols, Inc. for On Call Professional Civil Engineering Services, Miscellaneous Drainage Services, Contract Number 2011-001 (Engineering/AS) **Resolution 12-06-118R**

24. Consider and act upon approval of a Resolution authorizing the City Manager to approve an invoice from CoServ Electric to relocate facilities along Stonebrook Parkway (Engineering\AH) **Resolution 12-06-119R**

25. Consider and act upon award of bid to Mountain Cascade, Inc. and adoption of a Resolution authorizing the City Manager to execute a Standard Form Agreement for Construction Services for Dallas Parkway Water Systems Improvements Thirty Inch (30") Water Line (Panther Creek Pkwy - Rockhill Rd) (Bid No. 1205-049)and authorizing construction phase contingencies. (Engineering/DC) **Resolution 12-06-120R**

26. Consider and act upon approval of a purchase order to Structural Steel for the purchase of six (6) traffic signal poles. (Engineering/TJ)

27. Consider and act upon approval of a purchase order to Douglas Distributing for the purchase of fleet fuel. (Fleet/TJ)

28. Consider and act upon approval of a purchase order to SafetyCom, Inc. for the purchase and installation of two (2) outdoor warning systems. (Fire/TJJ)

29. Consider and act upon approval of a professional service agreement with Mike Pietsch Consulting Services, Inc. to assist the Frisco Fire Department in the ISO

rating survey process. (Fire/TJ)

30. Consider and act upon Resolutions approving Chapter 380 Economic Development Program Agreements with Sales Center Development Concepts VII, LLC authorized by the Frisco Economic Development Corporation and the Frisco Community Development Corporation. (CMO/NL) **Resolutions 12-06-121R and Resolution 12-06-122R**

31. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and Eternity Community Church for Independence Parkway Right of Way Dedication. (CMO/BB) **Resolution 12-06-123R**

32. Consider and act upon adoption of a Resolution repealing Resolution No. 04-12-241R, which provided for an agreement for the dedication of right-of-way for Independence Parkway North Phase (Eldorado Parkway to Frisco City Limits). (CMO/BB) **Resolution 12-06-124R**

33. Consider and act upon adoption of a Resolution authorizing the City Manager to submit an application for a Federal Emergency Management Agency (FEMA) Grant, Assistance to Firefighters Grant (AFG) Program and to execute any and all documents and take any and all actions necessary to effectuate the same. (Fire/CK) **Resolution 12-06-125R**

34. Consider and act on a Resolution approving the submission of a grant application to the US Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) funded under the Byrne Memorial Criminal Justice Innovation Program FY 12 Competitive Grant and authorizing the submission of the grant application by the City Manager or his designee. The grant is to fund two specially dedicated Police Officers and equipment for a Fixed Automatic License Plate Recognition program. (Police/GW) **Resolution 12-06-126R**

35. Consider and act upon adoption of a Resolution authorizing the City Manager to submit a grant application for the i6 Challenge Grant offered through the U.S. Economic Development Administration and to execute any and all documents and take any and all actions necessary to effectuate the same. (CMO/BB) **Resolution 12-06-127R**

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

LEGISLATIVE AGENDA

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

Jeff Cheney moved to approve the Legislative Agenda. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

37. Consider and act upon adoption of an Ordinance for a Specific Use Permit for an automobile dealership on one lot on 7.3± acres on the northwest corner of SH 121 and Ohio Drive. Neighborhood #29. Zoned: Highway. SUP12-0006. (Development Services/MW) **Ordinance 12-06-39**

38. Consider and act upon adoption of an Ordinance for a Specific Use Permit for the expansion of a funeral home on four lots on 1.1± acres located on the north side of Main Street between Berkshire Drive and Hillside Drive. Neighborhood #11. Zoned: Single Family-7. SUP12-0005. (Development Services/MW) **Ordinance 12-06-40**

39. Consider and act upon adoption of an Ordinance amending Planned Development-62 regarding gated entry restrictions. The property is located on the north side of Town & Country Boulevard, east of Spring Creek Parkway. Zoned Planned Development-62-Single Family-8.5. Neighborhood #33. Zoning Case No. Z12-0006. (Development Services/MW) **Ordinance 12-06-41**

REGULAR AGENDA

40. Public Hearing: SUP12-0008. A request for a Specific Use Permit for a Church on one lot on 5.3± acres on the east side of F.M. 423, 630± feet north of Main Street and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #44. (Development Services/RC)

Development Services Director John Lettelleir reported that the applicant requests a Specific Use Permit (SUP) to develop a one-story, 14,832 square foot church with accommodations for a future 7,300 square foot addition. The Planning & Zoning Commission held a public hearing at its May 22, 2012 meeting and voted 4-0 to approve the request.

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

motion.

Passed

Vote: 5 – 0

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

Against: (None)

No one wished to speak.

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

Passed

Vote: 5 – 0

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

Against: (None)

Jeff Cheney moved to approve Public Hearing: SUP12-0008. A request for a Specific Use Permit for a Church on one lot on 5.3± acres on the east side of F.M. 423, 630± feet north of Main Street and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #44. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

41. Public Hearing: Zoning Case Z12-0005. A request to rezone 215.8± acres on the west side of Preston Road at future Rockhill Road from Agricultural to Planned Development-Single Family-7/Patio Home/Urban Village and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #3. (Development Services/MW)

Mr. Lettelleir commented that the applicant is requesting to rezone the property to allow for a residential development and one change has occurred since recommendation by the Planning and Zoning Commission. The change is the removal of the property north of Rockhill Road and bounded by Rockhill Road, U.S. 380, Preston Road, and DNT. Several property owners have individually expressed concern about the development of the property therefore, a meeting is planned for next week to discuss with the development plans with citizens.

The Planning & Zoning Commission held a public hearing on the request at their May 22, 2012 meeting and recommended approval of the request by a vote of 3-1 (Woodard opposed; Dodson & Hamilton absent). Commissioner Woodard was opposed to the motion requiring the realignment of the street stub north of

Rockhill Road.

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

Passed

Vote: 5 – 0

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

Against: (None)

Tim Spires, 756 Custer Road, Plano, Texas, with Spires Engineering and representing the applicant spoke in favor of the development.

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

Passed

Vote: 5 – 0

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

Against: (None)

Bob Allen moved to approve Public Hearing: Zoning Case Z12-0005. A request to rezone 215.8± acres on the west side of Preston Road at future Rockhill Road from Agricultural to Planned Development-Single Family-7/Patio Home/Urban Village and consider and act to direct staff to prepare an Ordinance of the same with changes, specifically, eliminating Section 5, Miscellaneous, C, and removal of property north of the future Rockhill Road designated in red on the presentation and bounded by Rockhill Road, U.S. 380, Preston Road, and DNT. Neighborhood #3. Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

42. Consider and act upon approval of the development plan for the Wayfinding Program. (CMO/BB)

Assistant to the City Manager Ben Brezina gave a presentation and update on the Wayfinding status since the last report.

Scott Johnson moved to approve the development plan for the Wayfinding Program. Bob Allen seconded the motion.

Passed

Vote: 5 – 0

For: Will Sowell, Scott Johnson, John Keating, Bob Allen, Jeff

Cheney;
Against: (None)

43. Consider and act upon an amendment to Subdivision Ordinance 09-07-38 to incorporate updated Engineering Standards (Engineering/EDM)

Assistant Engineering Director Liz Metitng reported the amendment to the Subdivision Ordinance was discussed at the last meeting and the Frisco Development Council had reviewed and approved the proposed changes to the Engineering Standards.

John Keating moved to approve an amendment to Subdivision Ordinance 09-07-38 to incorporate updated Engineering Standards. Bob Allen seconded the motion. **Ordinance 12-06-42**

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

44. Consider and act upon an Ordinance to maintain and improve the quality of surface water within the City of Frisco and the State of Texas; and to enable the City to comply with all federal and state laws and regulations applicable to stormwater discharges. (Stormwater/PH) **Ordinance 12-06-43**

Stormwater Administrator Perry Harts gave a presentation on TCEQ minimum control requirements to maintain and improve the quality of stormwater discharges according to federal and state laws and regulations.

Bob Allen moved to approve an Ordinance to maintain and improve the quality of surface water within the City of Frisco and the State of Texas; and to enable the City to comply with all federal and state laws and regulations applicable to stormwater discharges. Jeff Cheney seconded the motion.

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

45. Consider and act on appointment of Economic Development Corporation FISD board member to replace Richard Beaver. (CSO/JP)

FEDC President Jim Gandy reported that Mr. Beaver's term had ended and at last night's FISD board meeting, Dan Mossakowski was recommended for the position. A letter from Dr. Rick Reedy stating the recommendation was presented for Council as Exhibit A.

Scott Johnson moved to appoint Dan Mossakowski as the Economic Development Corporation FISD board member to replace Richard Beaver. Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

46. Discussion and give staff direction concerning impact fees for the former jetport property. (CMO/GP)

City Manager George Purefoy presented information on the property and reported that there was an offer to purchase the property and explained the history of the property stating that the agreement was to wave impact fees. He asked for Council direction concerning whether the agreement to wave the fees still stand.

After discussion, Council directed Mr. Purefoy to move forward and honor the agreement.

47. Discussion and give staff guidance for a right turn lane on Legacy for Lakes on Legacy subdivision. (CMO/GP)

Mr. Purefoy commented that this project had been in progress for some time and the right turn lane will provide safety for the citizens. He asked Council if they would be in agreement to pay for the public improvements in return for the subdivision to repay the city over a certain number of years.

After discussion, Council directed staff to continue with the project without additional fees or interest.

48. Consider and act upon authorizing staff to initiate the process to sell $5,500,000 in authorized general obligation bonds for the purpose of purchasing replacement fire apparatus, ambulances, related equipment and additional outdoor warning sirens. (CMO/NL)

Assistant City Manager Nell Lange reported that there were 5.5 million in authorized general obligation bonds left in Fire Department bonds for fire equipment and sale of the bonds were discussed at the Winter Work Session. Since revenue bonds were already scheduled to be sold this summer, Ms. Lange asked to go ahead with the sale of the General Obligation Bonds now to combine the interviews with rating agencies.

Ron Patterson explained the life cycles of the vehicles and how much the

equipment is used.

John Keating moved to approve authorizing staff to initiate the process to sell $5,500,000 in authorized general obligation bonds for the purpose of purchasing replacement fire apparatus, ambulances, related equipment and additional outdoor warning sirens. Bob Allen seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

John Keating moved to enter Closed Session at 9:36 p.m. pursuant to the Texas Government Code, Section 551.074 to discuss the reassignment of the Fire Chief. Bob Allen seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

John Keating moved to reconvene into Regular Session at 10:25 p.m. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mayor Maso announced there was no action to take as a result of closed session.

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

- Preparation of Fence Ordinance.
- Reschedule midyear work session from June 30th to sometime in August.
- Review names of Wayfinding areas.

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

Jeff Cheney gave the council a grade of satisfactory.

ADJOURN

John Keating moved to adjourn at 10:28 p.m. Bob Allen seconded the motion. Passed

Vote: 5 – 0

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

Against: (None)

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

_____

Maher Maso, Mayor

ATTEST:

_____

Jenny Page, City Secretary

EXHIBIT A

FRISCO INDEPENDENT SCHOOL DISTRICT

OFFICE OF THE SUPERINTENDENT

Rick Reedy, Ed.D.
Superintendent of Schools

Keri Miller
Assistant to Superintendent and Board of Trustees

DEPUTY SUPERINTENDENTS

Debra K. Nelson, Ed.D.
Curriculum and Instruction

Richard Wilkinson
Business and Operations

ASSISTANT SUPERINTENDENTS/ EXECUTIVE DIRECTORS

Doug Zambiasi
Administrative Services

Shana Wortham
Communications and Community Relations

Linda Bass, Ed.D.
Human Resources

Rick Burnett
Student Services

Melissa Fouche
Technology and Media Services

Mike Waldrip, Ed.D.
Program Evaluation and Information Services

CHIEF FINANCIAL OFFICER

Rick Bankston, Ed.D.

June 19, 2012

Mayor Maher Maso
Frisco City Council
6101 Frisco Square Blvd.
Frisco, TX 75034

Dear Mayor Maso:

Last night at their regularly scheduled board of trustees meeting, the board nominated and unanimously approved Dan Mossakowski as the district's representative to the Frisco Economic Development Corporation board of directors.

It is our understanding that this term will be formally acted on by the city council at their June 19 meeting, and that the term will be for two years. Please call my office at 469-633-6012 if you have any questions or need any further information.

Sincerely,

Rick Reedy
Superintendent

cc: City Manager George Purefoy

5515 Ohio Drive
Frisco, Texas 75035

(469) 633-6000 Voice
(469) 633-6050 Fax

SPECIAL CALLED MEETING
OF THE
FRISCO CITY COUNCIL
GEORGE A PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

6:30 PM

MONDAY, JUNE 04, 2012

MINUTES

Mayor	Maher Maso	Present
Mayor Pro Tem	Pat Fallon	Present
Deputy Mayor Pro Tem	Scott Johnson	Present
Council Member	John Keating	Present
Council Member	Tim Nelson	Present (but not active)
Council Member	Bob Allen	Present
Council Member	Jeff Cheney	Present
Council Member-Elect	Will Sowell	Present (in the audience)

CALL TO ORDER

Mayor Maso called the meeting to order at 6:34 p.m. with a quorum present. Councilmember Tim Nelson was present but not on the dais as an active member. Councilmember-Elect Will Sowell was also present in the audience.

Mayor Maso explained that the Frisco Community Development Corporation and the Frisco Economic Development Corporation were also meeting concurrently and would have input as soon as their respective meetings were adjourned.

CLOSED SESSION

Pat Fallon moved to enter Closed Session at 6:35 p.m. John Keating seconded the motion. All were in favor and the motion carried 5 – 0.

Council Member-Elect Sowell was invited into Closed Session.

1. 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 the proposed Master Settlement Agreement by and among Exide Technologies, the City of Frisco, Texas, the Frisco Economic Development Corporation and the Frisco Community Development Corporation and to receive legal advice regarding the City Council approving the Frisco Economic Development Corporation and the Frisco Community Development Corporation signing the Master Agreement, performing the obligations thereunder and expending funds to perform the obligations.

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

   John Keating moved to reconvene at 7:12 p.m. Scott Johnson seconded the motion. All were in favor and the motion carried 5 – 0.

   Mayor Maso announced that there was no action to take at this time and welcomed everyone and explained the process for tonight's meeting and asked Scott Johnson to lead the audience in the Invocation and United States and Texas Pledges.

REGULAR AGENDA

3. Consider and act upon approval of the Master Settlement Agreement by and among Exide Technologies, the City of Frisco, Texas, the Frisco Economic Development Corporation, and the Frisco Community Development Corporation and the resolution authorizing the City Manager to execute the same and to take all actions necessary to effectuate the same.

Mayor Maso asked for citizen's comments and the following people spoke in favor of the closure of Exide:

Meghan Green, 9428 Pendleton Court, Frisco, Texas

Eileen Canavan, 10213 Forrest Drive, Frisco, Texas

Jim Schermbeck, Dallas, Texas

Zac Trahan, 6017 La Vista, Dallas, Texas

Collette McCadden, 1588 River Glen Drive., Frisco, Texas

John Miller, 3156 White Spurce Dr., Frisco, Texas

Councilmember Tim Nelson, 10412 Noel Drive, Frisco, Texas, spoke as a member of the community since he was home on leave from active military duty while serving in Enduring Freedom in Kandahar Afghanistan. Councilmember Nelson spoke in favor of the Master Agreement, thanked the Council, City Staff, and Exide for coming to an imperfect but best solution for all involved, and asked for special consideration for the 130 plus employees.

City Manager George Purefoy had now joined the meeting from attending the EDC and CDC meetings and interjected that both the EDC and CDC passed the agreements.

John Keating would like to add a caveat to add a $10,000 maximum deductible to the insurance policy.

City Attorney Richard Abernathy commented that there were small changes that needed to be made to exhibits such as field notes, and asked that the motion be made subject to these changes.

John Keating moved to approve the Resolution and agreement with the caveat of a $10,000 maximum deductible and small changes to the exhibits to include field notes. Pat Fallon seconded the motion. All were in favor and the motion carried 5 – 0.

4. Consider and act upon approval of the Frisco Economic Development Corporation and the Frisco Community Development Corporation to execute and deliver the Master Agreement by and among Exide Technologies, the City of Frisco, Texas, the Frisco Economic Development Corporation, the Frisco Community Development Corporation and to take all action necessary to perform the obligations stated in the Master Agreement.

Bob Allen moved to approve. Scott Johnson seconded the motion. All were in favor and the vote carried 5 – 0.

5. Consider and act upon approval of the expenditure of funds by the Frisco Economic Development Corporation and the Frisco Community Development Corporation to perform all the obligations required under the Master Agreement by and among Exide Technologies, the City of Frisco, Texas, the Frisco Economic Development Corporation, the Frisco Community Development

Corporation and to approve the obligations of the Master Agreement as a program of each Corporation, pursuant to Texas Local Government Code, Section 501.073.

Pat Fallon moved to approve. Jeff Cheney seconded the motion. All were in favor and the motion carried 5 – 0.

ADJOURN

Pat Fallon moved to adjourn at 7:43 p.m. John Keating seconded the motion. All were in favor and the motion carried 5 – 0.

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

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

5:30 PM

THURSDAY, MAY 17, 2012

AGENDA

CALL TO ORDER

1. ROLL CALL

   Mayor Maso called the meeting to order at 5:35 p.m. with Scott Johnson and Bob Allen present. Pursuant to Section 67.004 of the Texas Election Code, two members of the governing authority constitute a quorum for the purposes of canvassing an election.

   Staff present: City Secretary Jenny Page and Assistant City Manager Nell Lange.

2. Consider and act upon adoption of an Ordinance canvassing the May 12, 2012 General Election. (CSO/JP)

   Considere y actúe sobre la adopción de una Ordenanza Solicitando la Elección General el 12 de Mayo de 2012.

   Ms. Page presented the Certified Election Results (Exhibit A) from the Denton County Elections Administrator declaring Place 1, Bob Allen and Place 3, Will Sowell the winners by more than 50%, therefore a runoff election will not be necessary.

Place 1

Bob Allen	**2,897**	**67.91%**
Brent Billhartz	1,369	32.09%

Place 3

Dan Bollner	1,670	39.86%
Will Sowell	**2,520**	**60.14%**

Bob Allen moved to accept the Certified Results as presented. Scott Johnson seconded the motion. All were in favor and the motion carried 2 – 0.

ADJOURN

With no further business to discuss, Scott Johnson moved to adjourn at 5:36 p.m. Bob Allen seconded the motion. All were in favor and the motion carried 2 – 0.

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

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

EXHIBIT A

From: Paula Paschal
To: Jenny Page; Wendy Withers
Subject: Official Results
Date: Tuesday, June 05, 2012 2:24:50 PM
Attachments: frisco.pdf

Attached is your official results of the May 12, 2012 election.

Please accept the following as my certification on the report.

I, Frank Phillips, Elections Administrator of Denton County, Texas, hereby certify that the Cumulative Report-Official is a true and correct copy of the official election results from the May 12, 2012 Joint Election.

Thanks to all –
Frank Phillips, CERA
Elections Administrator
Denton County
940-349-3200

CITY OF FRISCO - CUMULATIVE REPORT — Official
DENTON COUNTY ELECTIONS — May 2012 Joint Election — May 12, 2012

06/05/2012 10:49 AM

Total Number of Voters : 26,425 of 378,824 = 6.98%
Number of District Voters: 4,427 of 86,940 = 5.09%

Precincts Reporting 295 of 295 = 100.00%
District Precincts Reporting 33 of 33 = 100.00%

Party	Candidate	Early		Election		Total	
CITY COUNCIL, PLACE 1, Vote For 1							
	Bob Allen	1,967	67.80%	930	68.13%	2,897	67.91%
	Brent Bilhartz	934	32.20%	435	31.87%	1,369	32.09%
	Cast Votes:	2,901	96.99%	1,365	95.06%	4,266	96.36%
	Over Votes:	13	0.43%	18	1.25%	31	0.70%
	Under Votes:	77	2.57%	53	3.69%	130	2.94%
CITY COUNCIL, PLACE 3, Vote For 1							
	Dan Bollner	1,154	40.72%	516	38.05%	1,670	39.86%
	Will Sowell	1,680	59.28%	840	61.95%	2,520	60.14%
	Cast Votes:	2,834	94.75%	1,356	94.43%	4,190	94.65%
	Over Votes:	13	0.43%	19	1.32%	32	0.72%
	Under Votes:	144	4.81%	61	4.25%	205	4.63%

AGENDA ITEM #17.

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

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

Date: **July 31, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and Pulte Homes of Texas, L.P., for Highland Ridge Phase 1 and 2.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and Pulte Homes of Texas, L.P. of Dallas, Texas, for Highland Ridge Phase 1 and 2, located north of Lone Star Ranch Parkway, approximately 630 feet south of Lebanon Road.

Background Information: The proposed Development Agreement establishes the framework of responsibilities relating to the amount of thoroughfare impact fees assessed to the Property. The Developer has, at no cost to the City, constructed approximately three thousand three hundred eighty-eight feet (±3,388) of a twenty-five foot (25') wide thoroughfare consisting of the western two (2) lanes of Lone Star Ranch Parkway from FM 423 to approximately 570' north of Azure Springs Drive, adjacent to or near the Property, which is necessary to serve the Property. The City agrees the thoroughfare impact fee credit is estimated to be $463,320.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution authorizing the City Manager to execute the Development Agreement by and between the City of Frisco and Pulte Homes of Texas, L.P.;

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

Financial Considerations: The Development Agreement provides the thoroughfare impact fee credit will be approximately $463,320. The estimated construction cost for Lone Star Ranch Parkway is $1,030,164.58.

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

Supporting Documents: Supporting documents include the following items:

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

Staff Recommendation: Staff recommends City Council consider and approve a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and Pulte Homes of Texas, L.P. of Dallas, Texas, for Highland Ranch Phase 1 and 2, located north of Lone Star Ranch Parkway, approximately 630 feet south of Lebanon Road. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

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

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

IMPACT FEE AND DEVELOPMENT AGREEMENT BETWEEN PULTE HOMES OF TEXAS, LP. AND THE CITY OF FRISCO, TEXAS

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

WHEREAS, Developer is the sole owner of that certain tract of land situated in the City of Frisco, Denton County, Texas, containing 51.963 acres of land, more or less, located in the D. Lawhorn Survey, Abstract No. 727, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Developer has submitted a final plat prepared by Spiars Engineering Inc., for the development of onsite infrastructure improvements and to serve 117 residential lots, Highland Ridge Phase 1 and 2, with the Preliminary Plat (Minor Amendment No.1) approved on August 15, 2011, as more particularly described on **Exhibit "B"**, attached hereto and incorporated herein for all purposes (the "Preliminary Plat"); and

WHEREAS, Developer has constructed, at its sole cost and expense, approximately three thousand three hundred eighty-eight feet (±3,388) of a twenty-five foot (25') wide thoroughfare consisting of the western two (2) lanes of Lone Star Ranch Parkway from FM 423 to approximately 570' north of Azure Springs, adjacent to or near the Property, which is necessary to serve the Property, as more particularly depicted on **Exhibit "C"**, attached hereto and incorporated for all purposes (collectively, the "Lone Star Ranch Paving Improvements"). The plans and specifications of the Lone Star Ranch Parkway Paving Improvements were prepared by Spiars Enginnering Inc., which were approved by Frisco; and

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

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and it citizens to allow the Developer to construct the Lone Star Ranch Parkway Paving Improvements, as provided herein; and

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

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

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

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

3. **Construction of the Lone Star Ranch Parkway Paving Improvements Estimated Construction Costs**. Developer shall construct, at its sole cost and expense, the Lone Star Ranch Parkway Paving Improvements in accordance with **Exhibits "C"**, attached hereto. Lone Star Ranch Parkway Paving Improvements must be completed, finally accepted by Frisco and conveyed to Frisco in accordance with Frisco's applicable ordinances, rules and regulations, as they exist, may be amended or in the future arising, (collectively, "Frisco's Final Acceptance") prior to Frisco's issuance of the first single-family residential building permit for the Property. Developer represents and warrants that the estimated construction costs for the Lone Star Ranch Parkway Paving Improvements are $886,599.11, as more particularly described in **Exhibit "D"**, attached hereto and incorporated herein for all purposes (the "Estimated Cost Analysis").

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

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

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

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

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

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

b. to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property, including without limitation, the Lone Star Ranch Parkway Paving Improvements; and/or

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

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

e. to seek specific enforcement of this Agreement.

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

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

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

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

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

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

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

If to Developer, addressed to it at:
Pulte Homes of Texas, L.P.
Attention: Clint Vincent
1234 Lake Shore Drive, Suite 750A
Coppell, Texas 75019
Telephone: (972) 304-2800
Facsimile: (972) 304-2823

With a copy to:
PulteGroup, Inc.
Attention: Scott Williams
1234 Lakeshore Drive, Suite 750A
Coppell, Texas 75019
Telephone: (972) 304-2800
Facsimile: (972) 218-0505

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

A. DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;

(C) NUISANCE; AND/OR

(D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT AND PROJECT PLACES ON FRISCO'S INFRASTRUCTURE.

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

(IV) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO FRISCO PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY FRISCO RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. DEVELOPER AND FRISCO FURTHER

AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

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

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

C. DEVELOPER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

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

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

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

13. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the

body of this Agreement and adopted as findings of Frisco and the authorized representative of Developer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of _____, 2012.

CITY OF FRISCO, TEXAS

_____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

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

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: Pulte Nevada I LLC,
a Delaware limited liability company
Its: general partner

By: _____
Clint Vincent
Its: Division Vice President of Land Development

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

STATE OF TEXAS:

COUNTY OF Dallas:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Clint Vincent, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR THE Pulte Homes of Texas LP, ~~TEXAS~~ VP of Land Development, AND HE EXECUTED THE SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF July, 2012.

Liz Goold
_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: July 29, 2014

LIZ GOOLD
Notary Public, State of Texas
My Commission Expires
July 29, 2014

Exhibit "A"
Legal Description of Property

WHEREAS PULTE HOMES OF TEXAS L.P. is the owner of a tract of land situated in the D. Lawhorn Survey, Abstract No. 727, City of Frisco, Denton County, Texas and being all of a tract of land described in deed to PULTE HOMES OF TEXAS L.P., as recorded under Instrument No. 2007-5081, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped "SpiarsEng" set at the intersection of the East line of F.M. 423, a variable width public right-of-way, with the future centerline of Lone Star Ranch Parkway, a proposed 120 foot wide public right-of-way, said point being at the Southwest corner of said Shaddock Developers, Ltd. Tract, from which a 5/8" iron rod with a plastic cap stamped "BDD" found for reference bears South 67°21'27" West, a distance of 4.72 feet;

THENCE North 00°48'47" West, along the common line of said F.M. 423 and said Shaddock Developers, Ltd. Tract, a distance of 826.41 feet to a 1/2" iron rod with a yellow cap stamped "SpiarsEng" set in the East line of said F.M. 423 at the common West corner of said Shaddock Developers, Ltd. Tract and a tract of land to the United States of America described as Tract G-619-B, from which a 5/8" iron rod with a plastic cap stamped "Carter Burgess" found for reference bears North 12°29'43" West, a distance of 0.79 feet;

THENCE North 72°33'19" East, along the common line of said Shaddock Developers, Ltd. Tract and said United States of America tract, a distance of 199.45 to a point for corner, from which a broken concrete monument found for reference bears North 23°35'32" East, a distance of 1.05 feet;

THENCE North 57°51'46" East, continuing along the common line of said Shaddock Developers, Ltd. Tract and said United States of America tract, a distance of 1,198.75 feet to a concrete monument found for corner;

THENCE North 14°08'47" West, continuing along the common line of said Shaddock Developers, Ltd. Tract and said United States of America tract, a distance of 181.94 feet to the common corner of said Shaddock Developers, Ltd. Tract, said United States of America tract and a tract of land described in deed to Highway 423 – Lebanon, Ltd., recorded in Document No. 96-R0085903, Deed Records, Denton County, Texas;

THENCE North 60°40'19" East, along the common line of said Shaddock Developers, Ltd. Tract and said Highway 423 – Lebanon, Ltd. tract, a distance of 598.51 feet to the common corner of said Shaddock Developers, Ltd. Tract and said Highway 423 – Lebanon, Ltd. tract;

THENCE North 00°42'44" West, continuing along the common line of said Shaddock Developers, Ltd. Tract and said Highway 423 – Lebanon, Ltd. tract, a distance of 186.33 feet to a 1/2" iron rod with a yellow cap stamped "SpiarsEng" set at the common North corner of said Shaddock Developers, Ltd. Tract and said Highway 423 – Lebanon, Ltd. tract;

THENCE North 89°17'16" East, along the north line of said Shaddock Developers, Ltd. Tract, a distance of 412.92 feet to a 5/8" iron rod found at the North East corner of said Shaddock Developers Ltd. Tract and the future centerline of said Lone Star Ranch Parkway, said point also being at the beginning of a curve to the left having a Radius of 1,500.00 feet, a Delta of 10°11'02", and a Chord Bearing and Chord Distance of South 05°29'20" West, 266.26 feet;

THENCE in a southwesterly direction, along said curve to the left, the future centerline of said Lone Star Ranch Parkway and the Southeast line of said Shaddock Developers, Ltd. Tract, a Length of 266.61 feet to a point for corner;

THENCE South 00°23'49" West, continuing along the future centerline of said Lone Star Ranch Parkway and the Southeast line of said Shaddock Developers, Ltd. Tract, a distance of 112.05 feet to a point for corner and being at the beginning of a curve to the right having a Radius of 1,500.00 feet, a Delta of 52°03'46", and a Chord Bearing and Chord Distance of South 26°25'42" West, 1,316.59 feet;

THENCE in a Southwesterly direction, continuing along said curve to the right, the future centerline of said Lone Star Ranch Parkway and the Southeast line of said Shaddock Developers, Ltd. Tract, a Length of 1,363.00 feet to a point for corner, from which a bent 5/8" iron rod found for reference bears South 12°09'05" West, a distance of 0.17 feet;

THENCE South 52°27'35" West, continuing along the future centerline of said Lone Star Ranch Parkway and the Southeast line of said Shaddock Developers, Ltd. Tract, a distance of 666.47 feet to a point for corner and being at the beginning of a curve to the right having a Radius of 1,064.75 feet, a Delta of 37°07'15", and a Chord Bearing and Chord Distance of South 71°01'12" West, 677.83 feet, from which a 5/8" iron rod with a plastic cap stamped "BDD" found for reference bears South 77°54'06" East, a distance of 0.63 feet;

THENCE in a Southwesterly direction, continuing along said curve to the right, the future centerline of said Lone Star Ranch Parkway and the South line of said Shaddock Developers, Ltd. Tract, a Length of 689.83 feet to a 1/2" iron rod with a yellow cap stamped "SpiarsEng" set for corner;

THENCE South 89°34'49" West, continuing along the future centerline of said Lone Star Ranch Parkway and the South line of said Shaddock Developers, Ltd. Tract a distance of 299.86 feet to the point of beginning and containing 2,263,513 square feet of 51.96 acres of land.

Exhibit "B"
Preliminary Plat

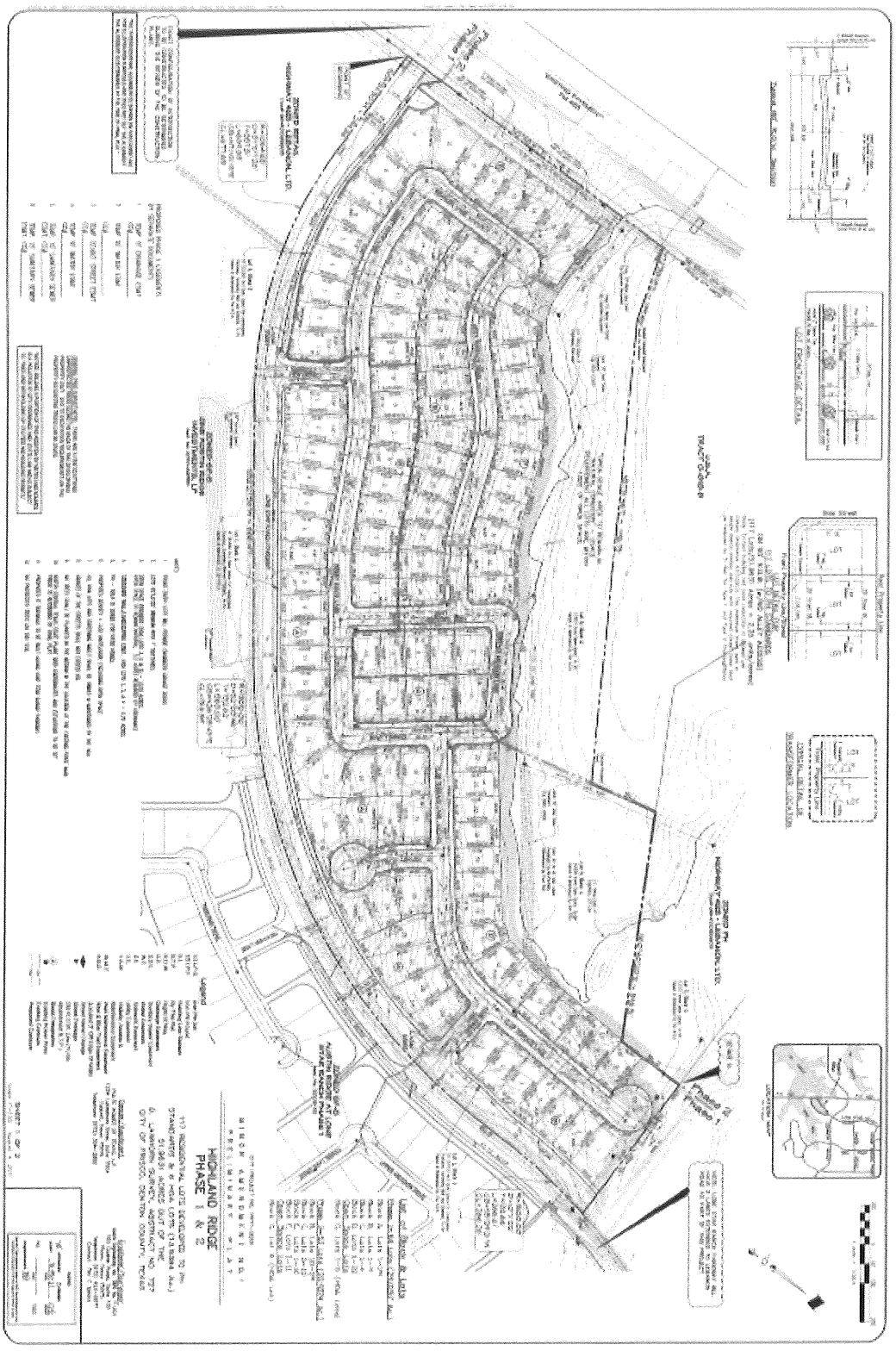
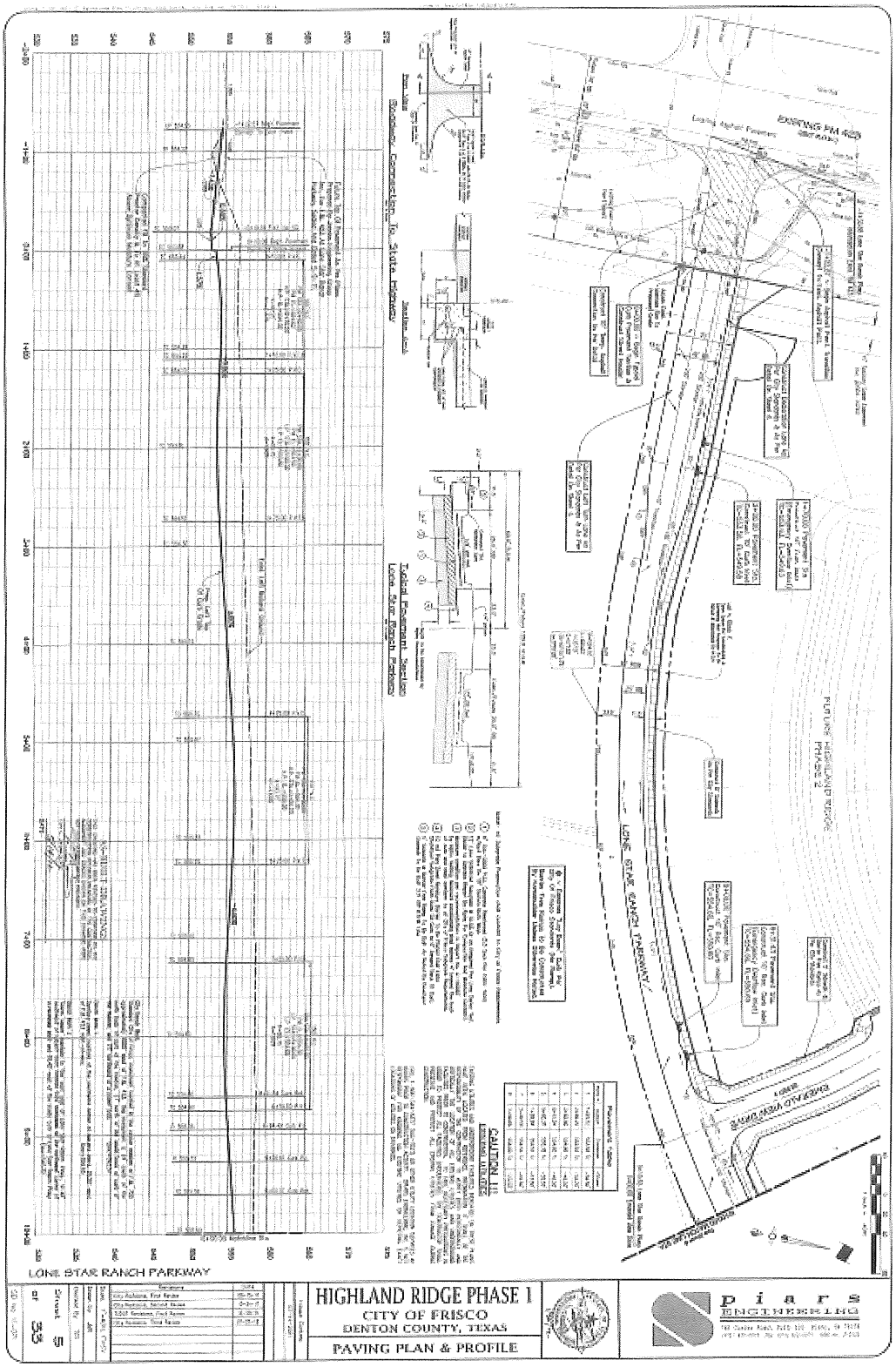
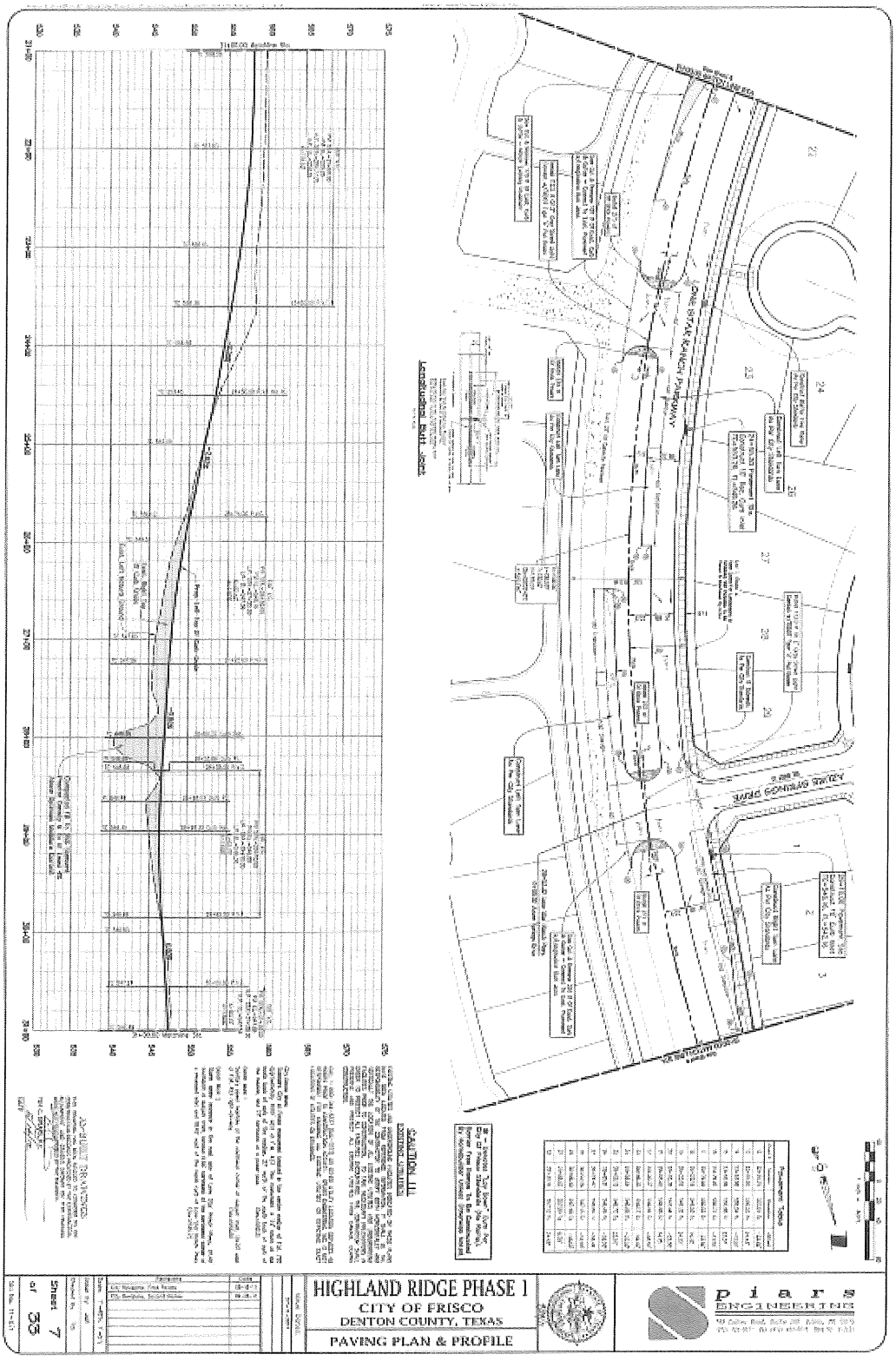


Exhibit "C"
Lone Star Ranch Parkway Paving Improvements




HIGHLAND RIDGE PHASE 1
CITY OF FRISCO
DENTON COUNTY, TEXAS
PAVING PLAN & PROFILE
Sheet 7 of 33
piars
ENGINEERING

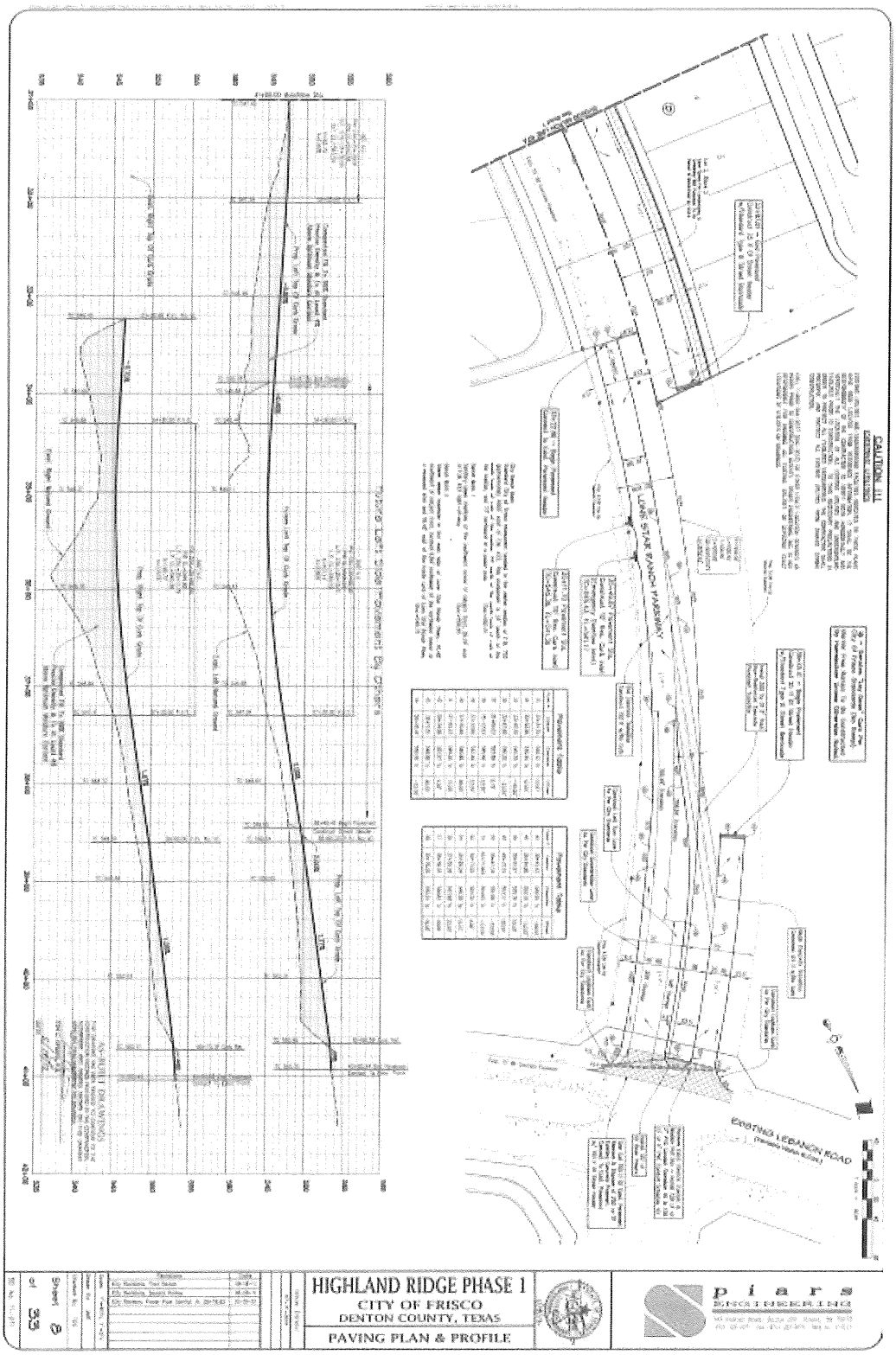

HIGHLAND RIDGE PHASE 1
CITY OF FRISCO
DENTON COUNTY, TEXAS
PAVING PLAN & PROFILE
LONE STAR RANCH PARKWAY
EXISTING LEBANON ROAD
piars

Exhibit "D"
Estimated Cost Analysis

Lone Star Ranch Parkway Paving Improvements

Excavation	$	143,985.85
Utilities	$	234,702.46
Paving	$	917,702.71
Engineering	$	20,000.00
Erosion Control	$	19,787.50
Maintenance Bonds	$	-
City Review & Inspection Fees	$	-
FISD Reimbursement	$	(306,013.94)
Total	$	1,030,164.58

Estimated Impact Fee Calculation

		Impact Fee Rate		Total
Highland Ranch Phase 1		64		
Roadway	$	3,960.00	$	253,440.00
Water	$	1,772.00	$	113,408.00
Wastewater	$	1,619.00	$	103,616.00
		Subtotal	$	470,464.00
Highland Ranch Phase 2		53		
Roadway	$	3,960.00	$	209,880.00
Water	$	1,772.00	$	93,916.00
Wastewater	$	1,619.00	$	85,807.00
		Subtotal	$	389,603.00

		Estimated Impact Fee Assessment		Estimated Impact Fee Credit
Roadway Total	$	463,320.00	$	463,320.00
Water Total	$	207,324.00		NA
Wastewater Total	$	189,423.00		NA
Total	$	860,067.00	$	463,320.00

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN IMPACT FEE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND PULTE HOMES OF TEXAS, L.P., FOR HIGHLAND RIDGE PHASE 1 AND 2; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Impact Fee and Development Agreement by and between the City of Frisco, Texas and Pulte Homes of Texas, L.P., for Highland Ridge Phase 1 and 2, a copy of which is attached hereto as Exhibit A and incorporated herein by reference for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

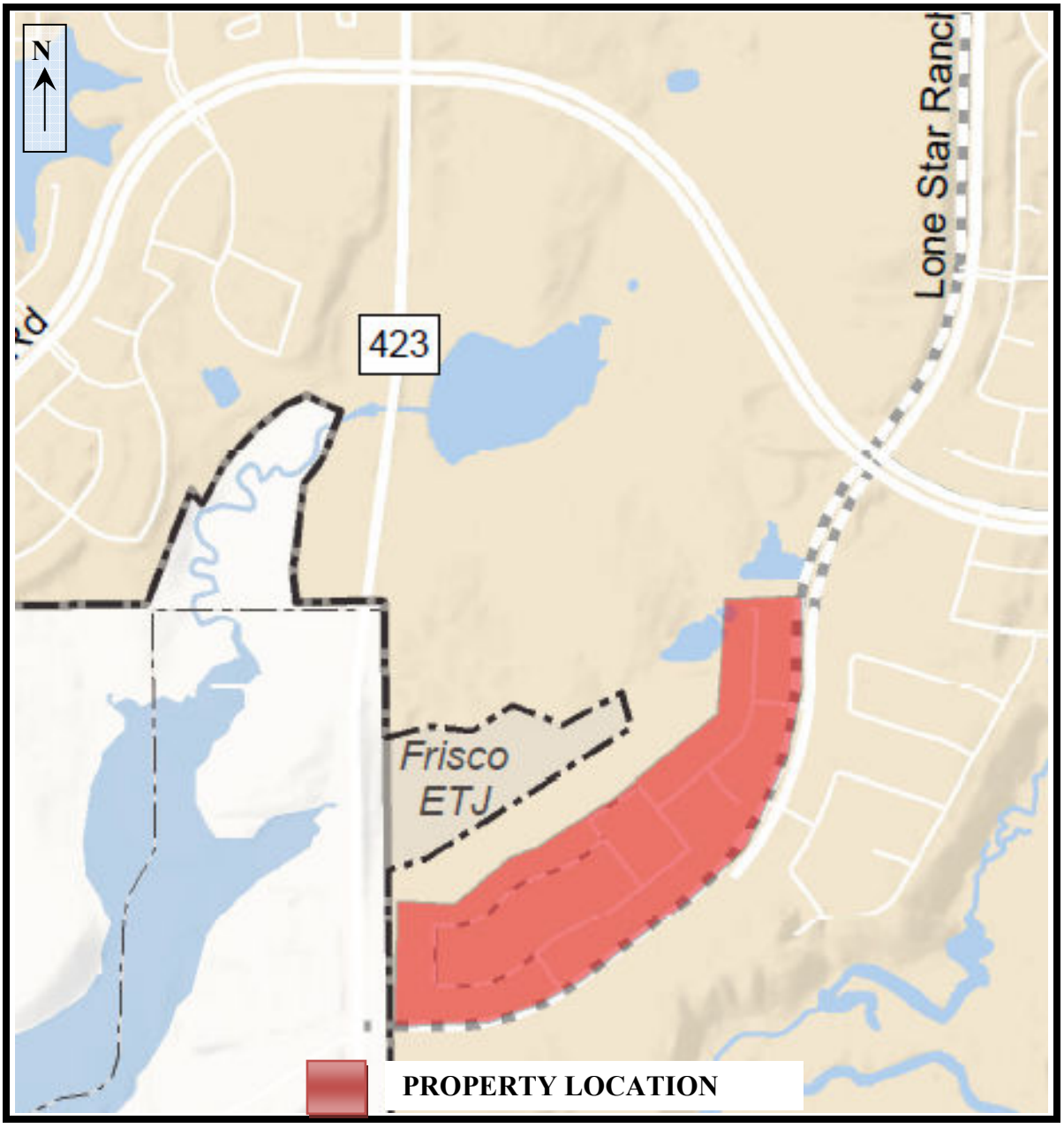
_____
JENNY PAGE, City Secretary

DEVELOPMENT AGREEMENT

PULTE HOMES OF TEXAS, L.P.

HIGHLAND RIDGE PHASE 1 & 2

CITY COUNCIL MEETING OF
JULY 31, 2012



AGENDA ITEM #18.

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

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

Date: **July 31, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and LF2 Frisco Center, L.P. for Westside Market Frisco (Tom Thumb) located at FM 423 and Lebanon Road.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and LF2 Frisco Center, L.P. of Dallas, Texas, for Westside Market Frisco (Tom Thumb), located at the southeast corner of Lebanon and FM 423.

Background Information: The proposed Development Agreement establishes the framework of responsibilities relating to the amount of thoroughfare impact fees assessed to the Property. The Developer has, at no cost to the City, dedicated by Conveyance Plat a portion of the Property in fee simple as right-of-way for the construction of the two east bound lanes of Lebanon Road by the City. City has agreed to cap thoroughfare impact fees for the Property at $26,733.22 per acre.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution authorizing the City Manager to execute the Development Agreement by and between the City of Frisco and LF2 Westside Market Frisco, L.P.;
- Input towards the discussion as desired;
- Deny approval of the Resolution and send back to staff with direction.

Financial Considerations: The Development Agreement provides the thoroughfare impact fee credit will be capped at $26,733.22 per acre or $443,128.37 total. There is $1,173,944.09 in thoroughfare impact fees currently calculated for Block A, Lot 1 of the Property.

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

Supporting Documents: Supporting documents include the following items:

- Project Location Map;
- Copy of Resolution;
- Copy of Development Agreement by and between the City of Frisco and LF2Westside Market Frisco, L.P.

Staff Recommendation: Staff recommends City Council consider and approve a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and LF2 Frisco Center, L.P. of Dallas, Texas, for Westside Market Frisco (Tom Thumb), located at the southeast corner of Lebanon and FM 423. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

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

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

IMPACT FEE AND DEVELOPMENT AGREEMENT BETWEEN LF2 FRISCO CENTER, L.P., AND THE CITY OF FRISCO, TEXAS

THIS IMPACT FEE AGREEMENT (this "Agreement"), dated as of _____, 2012 (the "date of the Agreement"), is made and entered into by and between the **CITY OF FRISCO, TEXAS**, a Texas Home-Rule municipal corporation ("Frisco"), and **LF2 FRISCO CENTER, L.P.**, a Texas limited partnership ("Developer").

WHEREAS, Developer is the sole owner of that certain tract of land situated in the City of Frisco, Denton County, Texas, **Block A, Lot 1,** containing 16.545 acres of land, more or less, located in the David S. Lawhorn Survey, Abstract No. 727, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein for all purposes (the "Property"); and

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

WHEREAS, Developer and Frisco agree that Developer may fulfill its obligation to pay impact fees as reflected in the Impact Fee Calculation and Worksheet, attached hereto and incorporated herein for all purposes as **Exhibit "B"** (the "Impact Fee Calculation") and **Exhibit "C"** (the "Worksheet"), respectively, in the manner set forth herein; and

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

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

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

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

3. Required Development. In consideration for Frisco's covenants set forth in this Agreement, Developer shall, in compliance with all Frisco Ordinances, rules and regulations, as they exist, may be amended or in the future arising: (i) build a 70,000 square foot Tom Thumb retail store to be located on the Property (the "Project"); and (ii) obtain a Certificate of Occupancy for the Project no later than **November 1, 2013.**

4. Required Dedications and Construction. Frisco acknowledges that Developer, at no cost to Frisco, dedicated, by the Conveyance Plat, dated October 12, 2010, and approved by Frisco on October 12, 2010, a portion of the Property in fee simple as right-of-way for the construction of a portion of Lebanon Road (the "Right-of-Way") and easements for related drainage improvements ("Easements"), which is more particularly depicted and described in **Exhibit "A"** and **Exhibit "D"**, attached hereto and incorporated herein for all purposes.

5. Thoroughfare Impact Fees. The Property shall be subject to the thoroughfare impact fees as calculated and reflected in the Worksheet; provided, however, Developer timely complies with all of the terms and conditions of this Agreement, as reasonably determined by Frisco. The thoroughfare impact fees shall be paid to Frisco in accordance with the Impact Fee Ordinance. Developer acknowledges and agrees with the accuracy of the calculations set forth in the Worksheet and Impact Fee Calculation.

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

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

b. to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or

c. to nullify Paragraph 5 of this Agreement and immediately enforce the Impact Fee Ordinance through imposition of the full amount of thoroughfare impact fees in affect at the time they are due and making such immediately due and payable in an amount equal to the difference between any thoroughfare impact fees already tendered to Frisco by Developer and the total assessed thoroughfare fees; and/or

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

e. to seek specific enforcement of this Agreement.

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

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

8. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property and shall be binding upon the Developer. In addition, the parties shall cause this Agreement to be filed in the Land Records of Denton County, Texas.

9. Limitations of Agreement. The parties hereto acknowledge that this Agreement is limited to the dedication of the Right-of-Way and Easements, and the reduction of thoroughfare impact fees as set forth in the Worksheet and Impact Fee Calculation. Frisco ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, tap fees, water and sewer impact 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.

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

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

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

If to Developer, addressed to it at:
North American Development Group
Attention: Vice President
2851 John Street, Suite 1
Markham Ontario Canada L3R 5R7

Telephone: (905) 477-9200
Facsimile: (905) 477- 7390

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

A. DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

(II) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT AND PROJECT PLACES ON FRISCO'S INFRASTRUCTURE.

(III) DEVELOPER HEREBY 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 DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, AS AUTHORIZED HEREIN, 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.

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

13. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, including but not limited to, a proceeding brought pursuant to Paragraphs 6 and/or 11 above, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.153 of the Texas Local Government Code, as it exists or may be amended.

14. 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.

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

16. 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. Notwithstanding any other agreement, whether oral or in writing, regarding payment of thoroughfare impact fees for the Property, the parties agree that the payment of said thoroughfare impact fees on the Property shall occur in accordance with the Impact Fee Ordinance at the time a building permit is requested on the Property; provided, however, should any amendment(s) to Chapter 395, Local Government Code, be made regarding the timing of payment of impact fees, said amendment shall control over any conflicting provision contained in this Agreement.

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

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

19. 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.

20. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary

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

21. 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.

22. 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.

23. 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.

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

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

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

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

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

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

25. Indemnification. The parties agree that the Indemnity provisions set forth in Paragraph 11 herein are conspicuous, and the parties have read and understood the same.

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

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

28. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, as authorized herein, 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.

EXECUTED as of _____, 2012.

CITY OF FRISCO, TEXAS

_____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

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

LF2 FRISCO CENTER, L.P.,
a Texas limited partnership

By: LF2 Frisco Center GP, L.L.C.,
a Texas limited liability company
Its: General Partner

By: _____

Printed Name: Robert S. Green

Its: Manager

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

PROVINCE ONTARIO
STATE OF TEXAS:
REGION YORK
COUNTY OF COLLIN:

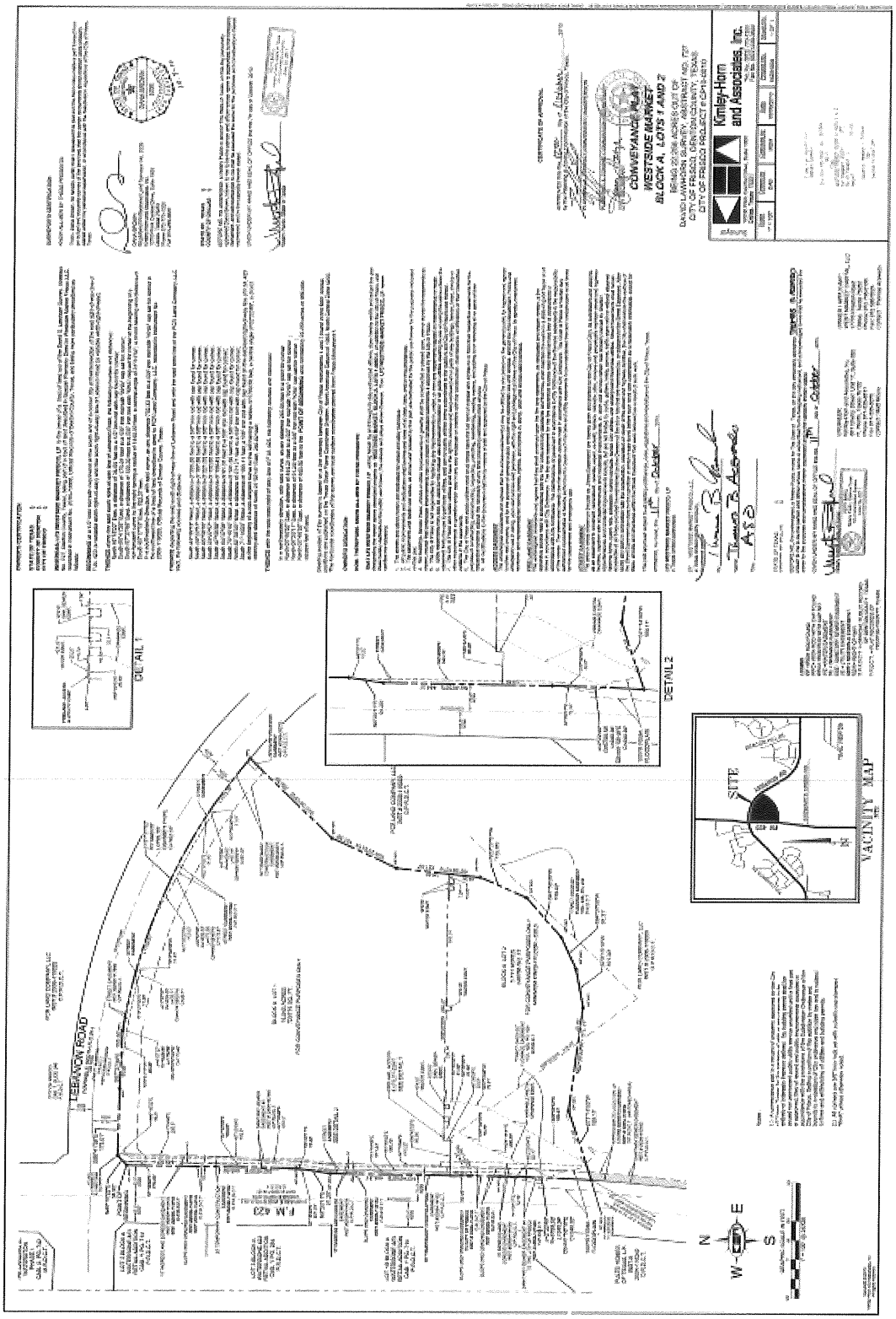
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Robert S. Green, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR WESTSIDE MARKET FRISCO, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF **LF2 FRISCO CENTER L.P.**, A TEXAS LIMITED PARTNERSHIP, AND WHO ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE OF SAID COMPANY AND LIMITED PARTNERSHIP AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

ONTARIO GILBERT NOTARY PUBLIC

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

Exhibit "A"
Property



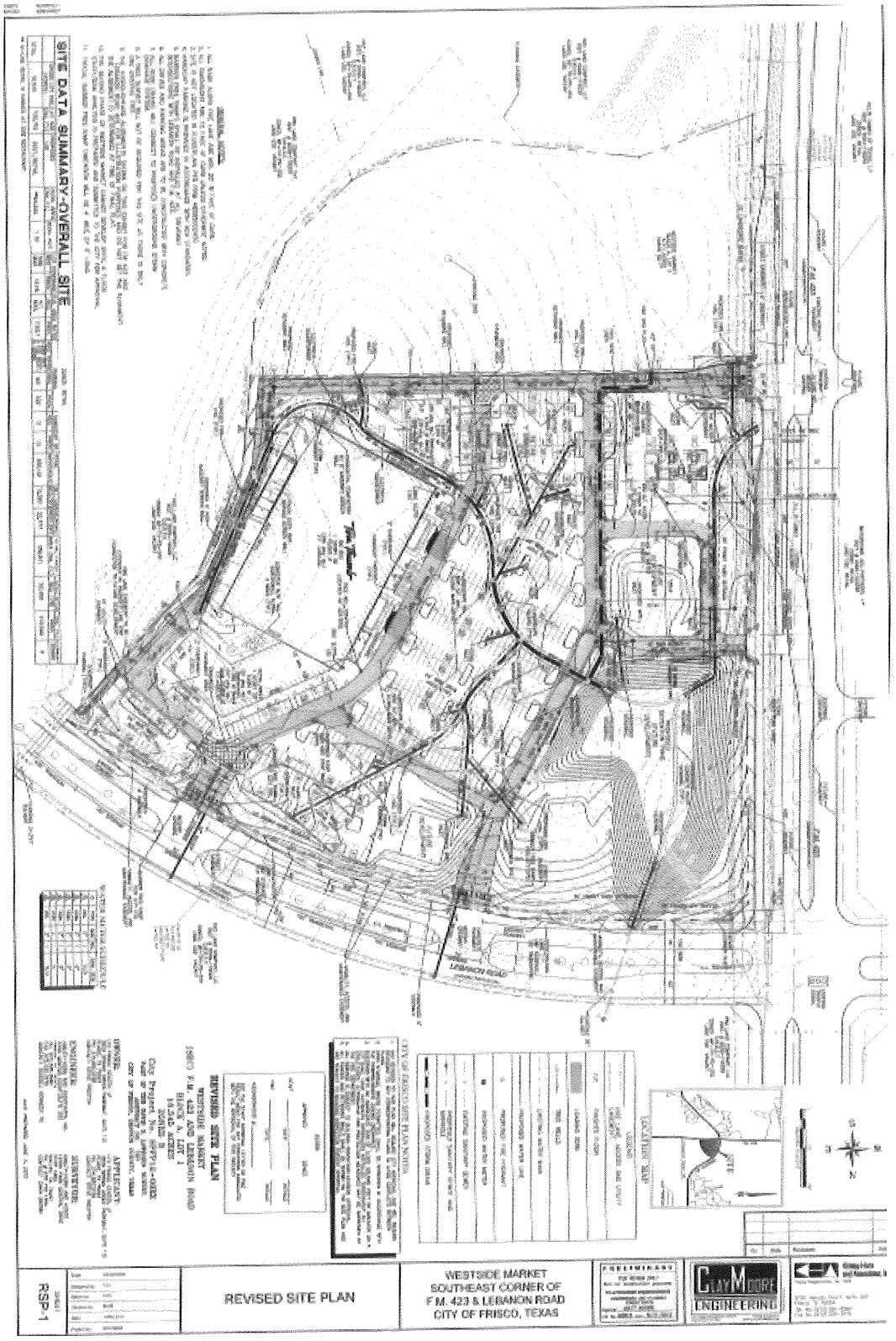

SITE DATA SUMMARY-OVERALL SITE
REVISED SITE PLAN
WESTSIDE MARKET
SOUTHEAST CORNER OF
F.M. 423 & LEBANON ROAD
CITY OF FRISCO, TEXAS
CLAY MOORE
ENGINEERING
RSP-1

Exhibit "B"
Impact Fee Calculation

Impact Fee Calculation Worksheet
City of Frisco, Texas

Worksheet Last Updated: 04/05/2012

Development Name: Westside Market, Block A, Lot 1

Project Representative: Kimley-Horn & Associates

Owner: LF2 Frisco Center, LP

Case Number: SPFP12-0022 Date: 6/19/2012

Planner: Judy Eguez

* Property Subject to the Following Development Agreements: LSR

Service Area (select from list): C (Southwest)

Final Plat Approval Date: On or after 4/7/2012

ROADWAY IMPACT FEE CALCULATION:

Land Uses (select from list):	Development Unit:	# of Units:	Impact Fee Per Development Unit:	Roadway Impact Fee:
Supermarket	1,000 SF GFA	70	$ 14,113.00	$ 987,910.00
Gasoline/Service Station	Vehicle Fueling Position	4	$ 3,156.00	$ 12,624.00
Free-Standing Discount Store	1,000 SF GFA	23.59	$ 7,351.00	$ 173,410.09

The row below allows for the manual entry of land uses, development units, and/or impact fee per development unit.

TOTAL ROADWAY IMPACT FEE: $ 1,173,944.09

WATER IMPACT FEE CALCULATION:

Meter Size / Type (select from list):	# of Meters:	Impact Fee Per Meter:	Water Impact Fee:
2" PD	4	$ 14,174.00	$ 56,696.00
2" PD	2	$ 14,174.00	$ 28,348.00

TOTAL WATER IMPACT FEE: $ 85,044.00

WASTEWATER IMPACT FEE CALCULATION:

Note: Impact Fee calculated based upon number of domestic water meters - do not include irrigation meters.

Meter Size / Type (select from list):	# of Meters:	Impact Fee Per Meter:	Wastewater Impact Fee:
2" PD	4	$ 12,950.00	$ 51,800.00

TOTAL WASTEWATER IMPACT FEE: $ 51,800.00

IMPACT FEE CALCULATION FOR DEVELOPMENT AGREEMENTS:

Type of Fee (Roadway, Water, or Wastewater):	Development Unit:	# of Units:	Impact Fee Per Unit:	Impact Fee:

TOTAL IMPACT FEE for DEVELOPMENT AGREEMENTS: $ -

TOTAL IMPACT FEE: $ 1,310,788.09

Note:
Property may be subject to a developer's impact fee agreement.
Escrow may be required for items including, but not limited to, turn lanes, median openings, median planting, and sidewalks.

Exhibit "C"
Worksheet

Westside Market (Tom Thumb) Adjusted Impact Fee Worksheet

Developer Name:	Westside Market (Tom Thumb)
Applicant:	Westside Market Frisco, LLC.
Legal Description:	Westside Market (SEC) F.M. 423 and Lebanon Road, Block A, Lot 1
Case Number	SPFP10-0014

Roadway Impact Fee Calculation

Block A, Lot 1	$26,733.22 per acre x 16.545 acres = $443,128.37
Block A, Lot 2	Not Included in this Agreement - Impact Fees calculated at time of development

Water Impact Fee Calculation

Block A, Lot 1	$85,044.00
Block A, Lot 2	Not Included in this Agreement - Impact Fees calculated at time of development

Wastewater Impact Fee Calculation

Block A, Lot 1	$51,800.00
Block A, Lot 2	Not Included in this Agreement - Impact Fees calculated at time of development

Block A, Lot 1 Total Impact Fees	**$579,972.37**

Exhibit "D"
Right-Of-Way Dedication

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING RETURN TO:
John Manganilla
City of Frisco, Texas
6101 Frisco Square Blvd., 3rd Floor
Frisco, Texas 75034

RIGHT OF WAY WARRANTY DEED AND PARTIAL RELEASE OF LIEN

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That ***FIELD STREET DEVELOPMENT I, 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 home-rule municipality, ("Grantee") the receipt of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, DEDICATE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

> Being 1.73 acres of land, more or less, situated in the D. Lawhorn Survey, Abstract No. 727, in the City of Frisco, Denton County, Texas, more particularly described and depicted in Exhibit "A", attached hereto and made a part hereof (the "Property").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in Denton County, Texas as of the effective date of this deed; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect as of the effective date of this deed and relate to the Property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors 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.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances (other than those previously described hereinabove and the inchoate liens for government fees, taxes and assessments) which will affect the title or right of the Grantor to convey this deed 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.

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 22nd day of February, 2008.

[SIGNATURES TO FOLLOW.]

GRANTOR:
FIELD STREET DEVELOPMENT I, LTD.,
a Texas limited partnership

By: Field Street Development, Inc.,
a Texas corporation, General Partner

By: Stephen Williamson
Stephen R. Williamson, President

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: Gary Purefoy
George Purefoy, City Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen R. Williamson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the President and duly authorized representative of Field Street Development, Inc., a Texas corporation, the General Partner of ***FIELD STREET DEVELOPMENT I, 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 21st day of February, 2008.

MARILYN K. BRANNAN
Notary Public, State of Texas
My Commission Expires 09-09-10

Marilyn K. Brannan
Notary Public in and for the State of Texas
My Commission Expires: 9-9-10

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, City Manager for and on behalf of the ***CITY OF FRISCO, TEXAS***, a Texas home rule municipal corporation; 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 19th day of March, 2008.

TERRI L. MCCORD
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
8-1-2010

Terri L. McCord
Notary Public in and for the State of Texas
My Commission Expires: 8/1/10

LIENHOLDERS' CONSENT AND PARTIAL RELEASE OF LIEN

The undersigned, being the holder(s) of the liens against a portion of the Easement Property evidenced by:

> Deed of Trust, dated December 13, 2006, recorded under Clerk's File No. 2006-155733, Real Property Records of Denton County, from Field Street Development I, Ltd., a Texas limited partnership, to Alan R. Williams and/or Tom Covert, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of $7,500,000.00, payable to the order of Legacy Texas Bank, a Texas banking institution, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by these liens,

hereby releases and discharges the Property from said lien(s).

LEGACY TEXAS BANK,
a Texas banking institution

By: _____
Printed Name: Rick Lafitte
Its: Exec Vice - President

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Rick Lafitte, the Executive Vice Pres of ***LEGACY TEXAS BANK***, a Texas banking institution, known to me to be the person whose name is subscribed hereto; he/she acknowledged to me he/she is the duly authorized representative of said banking institution and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of February, 2008.

V. JEAN EVANS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
MARCH 7, 2010

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

RIGHT OF WAY WARRANTY DEED AND PARTIAL RELEASE OF LIEN
(Parcel 1: Lebanon Road-Field Street Development I, Ltd.) – Page 5 of 6
:\ODMA\PCDOCS\ARB\508616\3

METES AND BOUNDS DESCRIPTION
PARCEL 1
FIELD STREET DEVELOPMENT I, LTD
RIGHT OF WAY ACQUISITION

STATE OF TEXAS
COUNTY OF DENTON

BEING a 1.73 acre tract of land situated in D. LAWHORN SURVEY, ABSTRACT NO. 727, County of Denton, Texas and being part of a called 24.635 acre tract of land described in a deed to Field Street Development I, LTD. recorded in Denton County Clerk's No. 2005-120564, Deed Records, Denton County, Texas being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with cap stamped "SPIARSENG" in the southerly right of way line of Lebanon Road (60 foot right of way) recorded in Cabinet T, Page 246, Plat Records, Denton County Texas and being in the easterly line of Farm to Market Road No. 423;

THENCE South 88 degrees 16 minutes 00 seconds East, along said southerly line of Lebanon Road, a distance of 184.33 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner and being the beginning of a tangent curve to the right whose chord bears South 68 degrees 37 minutes 59 seconds East for a distance of 1008.02 feet;

THENCE in a southeasterly direction along said southerly line of Lebanon Road and said curve to the right having a central angle of 39 degrees 15 minutes 03 seconds, a radius of 1500.00 feet, an arc distance of 1028.02 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE South 44 degrees 01 minutes 42 seconds West a distance of 60.09 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for the northerly corner of a called 115.400 acre tract of land described in a deed to Crosswinds at Lone Star Ranch 1000, LTD. recorded in County Clerk's No. 2005-1113235, Deed Records, Denton County, Texas and the beginning of a non-tangent curve to the northwesterly whose chord bears North 64 degrees 52 minutes 32 seconds West for a distance of 781.75 feet;

THENCE in a northwesterly direction along said curve to the left having a central angle of 31 degrees 30 minutes 00 seconds, a radius of 1440.00 feet, an arc distance of 791.68 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 87 degrees 12 minutes 08 seconds West a distance of 150.03 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 16 minutes 00 seconds West a distance of 175.01 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE South 46 degrees 44 minutes 00 seconds West a distance of 35.36 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 14 minutes 30 seconds West a distance of 25.84 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 45 minutes 30 seconds East a distance of 94.99 feet to the POINT OF BEGINNING and containing a computed area of 1.73 acres or 75,523 square feet of land.

Bearings are based on the Final Plat of Lebanon Road Right-Of-Way recorded in Cabinet T, Page 246, Plat Records, Denton County, Texas.

SHEET 1 OF 2

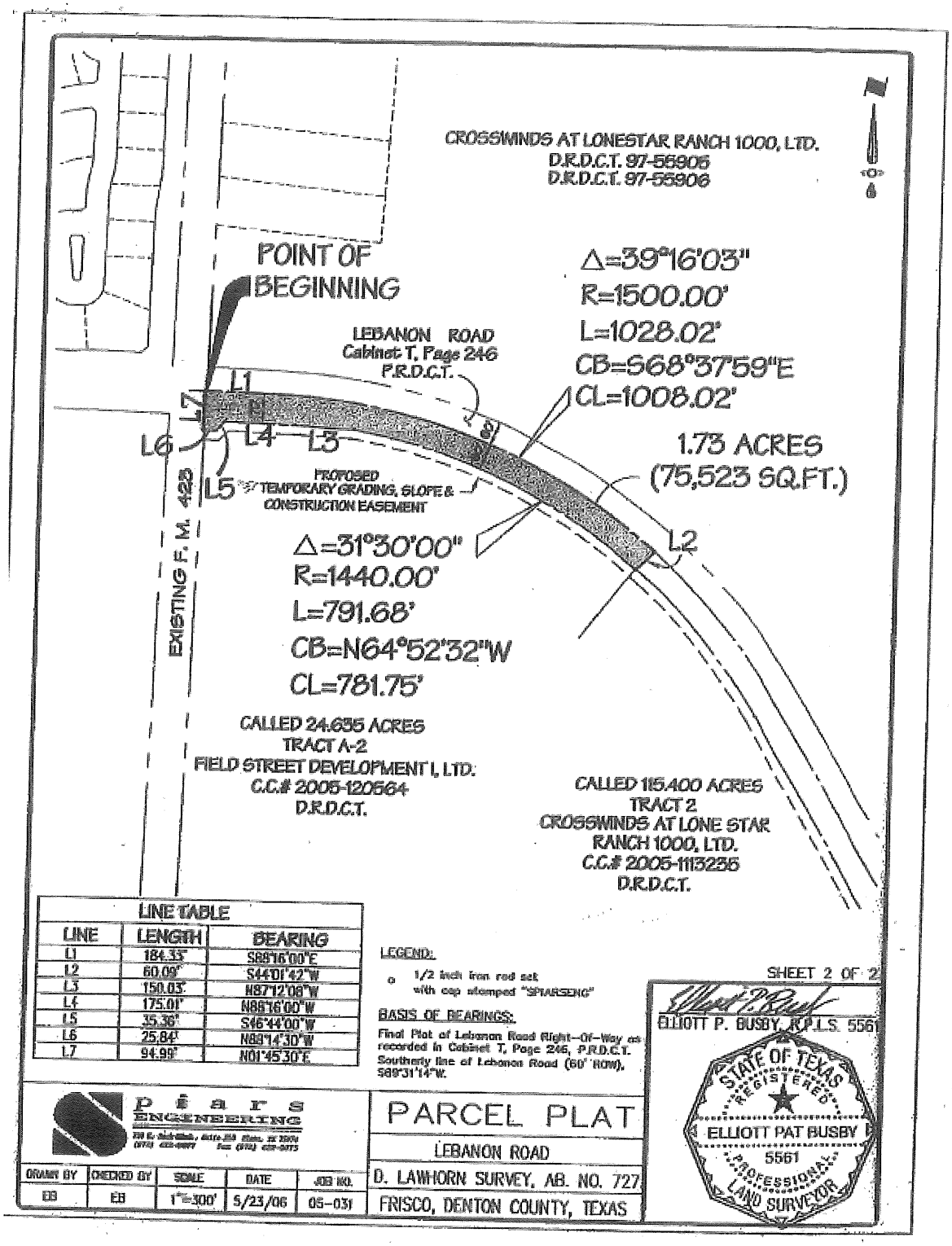
ELLIOTT P. BUSBY, R.P.L.S. 5561

STATE OF TEXAS
REGISTERED
ELLIOTT PAT BUSBY
5561
PROFESSIONAL
LAND SURVEYOR

piars ENGINEERING

PARCEL PLAT
LEBANON ROAD
D. LAWHORN SURVEY, AB. NO. 727
FRISCO, DENTON COUNTY, TEXAS

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
EB	EB	NTS	5/23/06	05-031



LINE TABLE		
LINE	LENGTH	BEARING
L1	184.33'	S89°16'00"E
L2	60.09'	S44°01'42"W
L3	150.03'	N87°12'08"W
L4	175.01'	N89°16'00"W
L5	35.36'	S46°44'00"W
L6	25.84'	N89°14'30"W
L7	94.99'	N01°45'30"E

LEGEND:

o 1/2 inch iron rod set with cap stamped "SPIARSENG"

BASIS OF BEARINGS:

Final Plat of Lebanon Road Right-Of-Way as recorded in Cabinet T, Page 246, P.R.D.C.T. Southerly line of Lebanon Road (60' ROW), S89°31'14"W.

SHEET 2 OF 2

ELLIOTT P. BUSBY, R.P.L.S. 5561

STATE OF TEXAS REGISTERED ELLIOTT PAT BUSBY 5561 PROFESSIONAL LAND SURVEYOR

spiars ENGINEERING

PARCEL PLAT

LEBANON ROAD

D. LAWHORN SURVEY, AB. NO. 727

FRISCO, DENTON COUNTY, TEXAS

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
EB	EB	1"=300'	5/23/06	05-031

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN IMPACT FEE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND LF2 WESTSIDE MARKET FRISCO, L.P., FOR WESTSIDE MARKET FRISCO (TOM THUMB); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Impact Fee and Development Agreement by and between the City of Frisco, Texas and LF2 Frisco Center, L.P., for Westside Market Frisco (Tom Thumb), a copy of which is attached hereto and incorporated herein by reference for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
JENNY PAGE, City Secretary

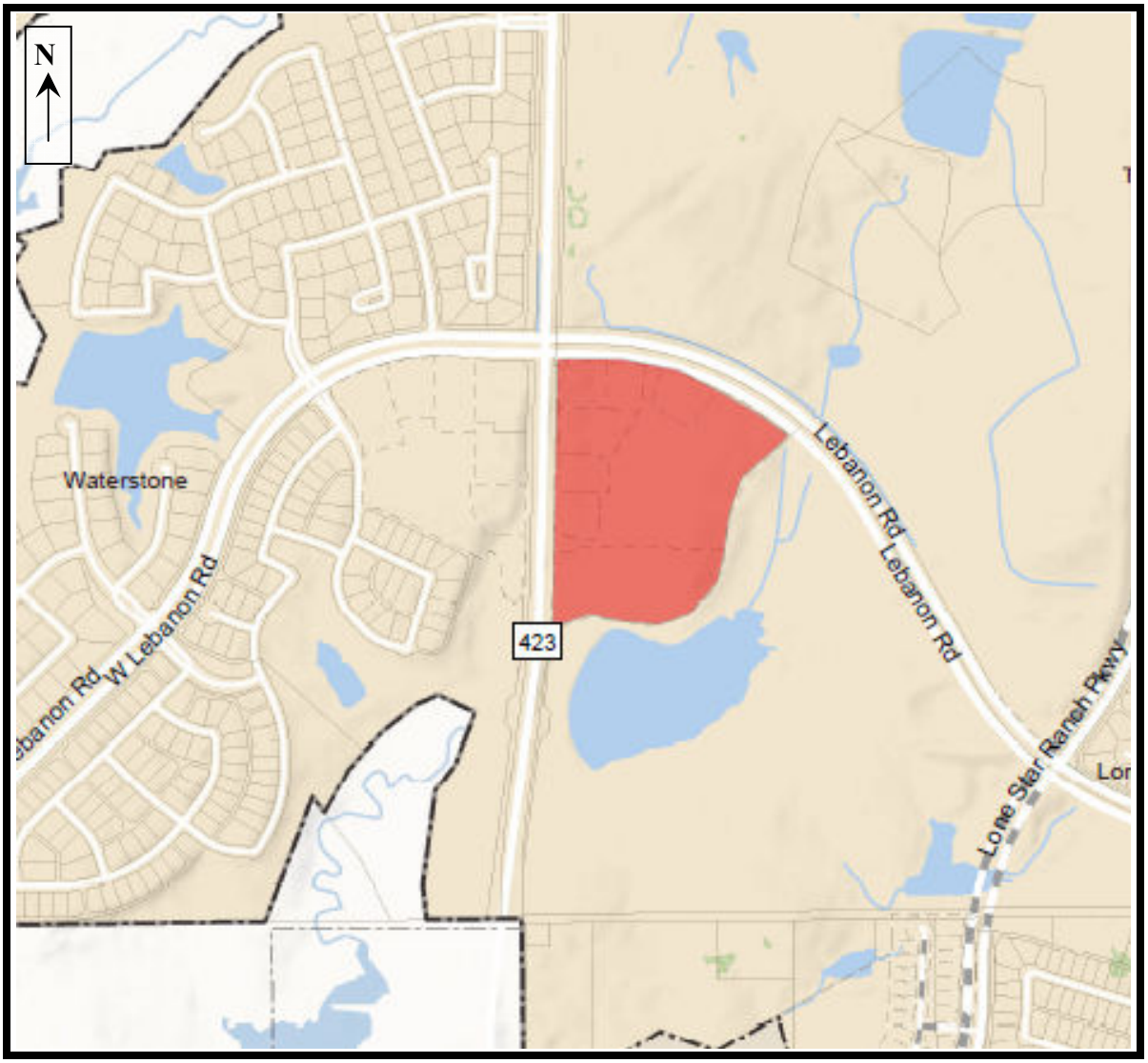
DEVELOPMENT AGREEMENT

LF2 FRISCO CENTER, L.P.

WESTSIDE MARKET FRISCO (TOM THUMB)

CITY COUNCIL MEETING OF

JULY 31, 2012



PROPERTY LOCATION

AGENDA ITEM #19.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **July 31, 2012**

Subject: **Consider and act upon award of bid to Estrada Concrete Company LLC and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for the Teel Parkway and Parkwood Boulevard Rehabilitation Project (Bid No. 1206-061) and authorizing construction phase contingencies**

Action Requested: City Consider and act upon award of bid to Estrada Concrete Company LLC in the amount of $740,343 and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for the Teel Parkway and Parkwood Boulevard Rehabilitation Project (Bid No. 1206-061) and authorizing construction phase contingencies.

Background Information: The construction project is for the removal and replacement of street pavement in four areas of Teel Parkway between Main Street and Eldorado Parkway and for the removal and replacement of street pavement in Parkwood Boulevard between Hickory Street and Eagan Drive. The cost of construction is $740,343.

This project will improve street pavement conditions on Teel Parkway and Parkwood Boulevard. Before the design services began and continuing through design, Engineering Services worked with the Public Works Department to determine the extent of the pavement replacement needed. This work provided the design engineer with the exact pavement dimensions for the plans that should help minimize changes for material quantities during construction.

Base bids included eleven inches of pavement thickness for the replacement along Parkwood Boulevard. An alternate design of nine inches of pavement thickness along Parkwood was also bid. This Base pavement design will provide adequate concrete strength for the street pavement if the volume of truck traffic along Parkwood Boulevard returns to the levels experienced in the past. The Alternate

design was also bid to provide additional information to staff on the cost of constructing a thinner pavement.

Five bids were opened on June 28 with the lowest Base bid amount of $740,343 up to a high of $1,220,325.75. The Alternate bid amounted to $695,127 up to a high of $1,159,271.75. The increase in cost for the Base bid provides additional assurance that the pavement will perform as expected even if truck traffic in this area returns to the previous levels.

A contingency amount of $50,000 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 several weeks after the school year begins. The first construction will be the two areas of pavement near Purefoy Elementary School and Cobb Middle School, which will be a priority for the contractor to complete once work has started. The remainder of the pavement replacement will begin when the priority areas are completed.

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 General Obligation Bonds.

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

Supporting Documents: Supporting documents include the following items:

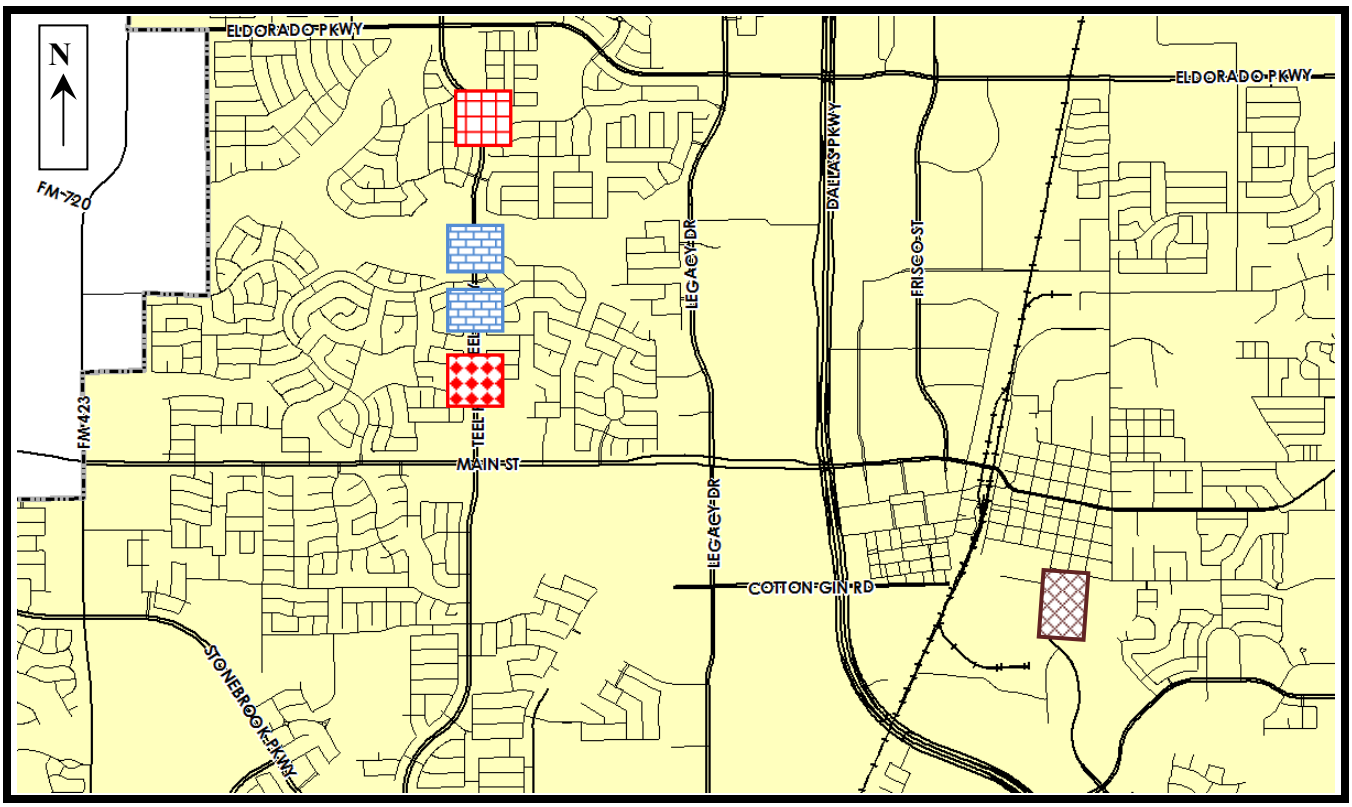
- Project Location Map
- Resolution
- Standard Construction Contract
- Letter of recommendation to award
- Bid Tabulation

Staff Recommendation: Staff recommends approval of the award of the Base bid to Estrada Concrete Company in the amount of $740,343 and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for the Teel Parkway and Parkwood Boulevard Rehabilitation Project (Bid No. 1206-061) and construction phase contingencies. Staff will be available during the meeting to address questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Teel Parkway and Parkwood Boulevard Rehabilitation

July 31, 2012



Priority #1 – Teel Parkway Southbound Lanes at Cobb Middle School

Priority #2 – Teel Parkway Northbound Lanes near Purefoy Elementary School

Remaining Northbound Lanes on Teel Parkway

Project Location for Parkwood Boulevard

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 THE LOW BIDDER FOR THE TEEL PARKWAY AND PARKWOOD BOULEVARD REHABILITATION 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 the low bidder for the Teel Parkway and Parkwood Boulevard Rehabilitation 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 Teel Parkway and Parkwood Boulevard Rehabilitation 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 Fifty Thousand and 00/100 Dollars ($50,000.00).

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

RESOLVED THIS THE ____ DAY OF _____, 2012.

_____
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: Teel Parkway and Parkwood Boulevard Rehabilitation

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 for the base bid alternates within the number of allotted calendar days as follows.

Teel Parkway Rehabilitation (Base Bid) Phase 1 –	30 Calendar Days
Teel Parkway Rehabilitation (Base Bid) Phase 2 –	60 Calendar Days
Parkwood Boulevard Rehabilitation (Base Bid) –	60 Calendar Days
Parkwood Boulevard Rehabilitation (Alternate) –	60 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 its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

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

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

OWNER: **CITY OF FRISCO**	CONTRACTOR:
_____	_____
_____ Printed/Typed Name	_____ Printed/Typed Name
_____ Title	_____ Title
_____ Attest	_____ Attest
(CORPORATE SEAL)	(CORPORATE SEAL)
Address for giving notices: City Manager's Office 5th Floor 6101 Frisco Square Blvd. Frisco, TX 75034 Engineering Services Department 3rd Floor 6101 Frisco Square Blvd.	Address for giving notices: _____ _____ _____ _____

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

July 2, 2012

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

Re: Teel Parkway and Parkwood Boulevard Rehabilitation
CIP No. 11-0018, Bid No. 1206-061, Accounting Project No. 11133
Garver Project No. 12083000
Recommendation of Award

Dear Art:

Bids were received for the Teel Parkway and Parkwood Boulevard rehabilitation project at the City of Frisco at 2:00 pm on June 28, 2012. The following five bids were received:

	Estrada Concrete	***Jim Bowman***	***Tiseo Paving***	***CPS Civil***	***RKM Utility***
A. Teel Parkway (Base Bid)	$ 413,284.50	$ 498,840.50	$ 550,255.95	$ 559,175.50	$ 672,856.50
B. Parkwood Boulevard (Base Bid)	$ 327,058.50	$ 259,545.30	$ 321,321.10	$ 354,059.00	$ 547,469.25
C. Parkwood Boulevard (Alternate)	$ 281,842.50	$ 249,497.30	$ 307,128.30	$ 341,499.00	$ 486,415.25
Total Base Amount Bid (A+B)	**$ 740,343.00**	**$ 758,385.80**	**$ 871,577.05**	**$ 913,234.50**	**$1,220,325.75**
Total Alternate Amount Bid (A+C)	**$ 695,127.00**	**$ 748,337.80**	**$ 857,384.25**	**$ 900,674.50**	**$1,159,271.75**

A tabulation of the bids received and our Engineer's Opinion of Probable Cost is enclosed with this letter. Estrada Concrete Company submitted the low bid for both bid amounts. We recommend award of the Total Base Amount Bid (A+B) in the amount of $740,343.00 to Estrada Concrete Company as the best value for the City.

Please call me if you have any questions.

Sincerely,

Frank McIllwain, PE
Senior Project Manager

Attachments: Bid Tabulation

L:\2012\12083000 - Frisco Teel Pkwy & Parkwood Blvd Rehab\Correspondence\Outgoing\Teel and Parkwood Recommendation of Award.doc

CITY OF FRISCO
TEEL PARKWAY AND PARKWOOD BOULEVARD REHABILITATION
BID TABULATION -TEEL PARKWAY (BASE BID)
BID OPENING: 06/28/2012; 2:00 PM

SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Estrada Concrete		Jim Bowman		Tiseo Paving		CPS Civil		RKM Utility	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
015813	PROJECT SIGN	EACH	2	$500.00	$1,000.00	$700.00	$1,400.00	$350.00	$700.00	$500.00	$1,000.00	$500.00	$1,000.00	$500.00	$1,000.00
017113	MOBILIZATION	L.S.	1	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$23,000.00	$23,000.00	$2,250.00	$2,250.00	$27,000.00	$27,000.00	$5,000.00	$5,000.00
024100	GENERAL SITE PREPARATION	L.S.	1	$15,000.00	$15,000.00	$3,000.00	$3,000.00	$35,200.00	$35,200.00	$17,500.00	$17,500.00	$66,000.00	$66,000.00	$37,500.00	$37,500.00
024100	PAVEMENT REMOVAL - CONCRETE	S.Y.	5,784	$15.00	$86,760.00	$4.50	$26,028.00	$4.75	$27,474.00	$22.75	$131,586.00	$9.00	$52,056.00	$12.50	$72,300.00
024100	SIDEWALK REMOVAL	S.Y.	435	$8.00	$3,480.00	$4.50	$1,957.50	$6.00	$2,610.00	$5.50	$2,392.50	$8.00	$3,480.00	$12.50	$5,437.50
312500	STORMWATER POLLUTION PREVENTION PLAN	L.S.	1	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$7,500.00	$7,500.00
321116	18" FLEXIBLE BASE COURSE	S.Y.	4,373	$18.00	$78,714.00	$8.00	$34,984.00	$26.00	$113,698.00	$16.50	$72,154.50	$26.00	$113,698.00	$27.00	$118,071.00
321313	9" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	3,856	$50.00	$192,800.00	$54.00	$208,224.00	$51.00	$196,656.00	$49.95	$192,607.20	$50.00	$192,800.00	$80.50	$310,408.00
321645	DRIVEWAY APPROACH (RESIDENTIAL)	S.Y.	8	$100.00	$800.00	$72.00	$576.00	$90.00	$720.00	$41.25	$330.00	$100.00	$800.00	$150.00	$1,200.00
321650	4" REINFORCED CONCRETE SIDEWALK	S.Y.	435	$35.00	$15,225.00	$36.00	$15,660.00	$32.00	$13,920.00	$35.00	$15,225.00	$36.00	$15,660.00	$27.50	$11,962.50
321723	PAVEMENT MARKERS AND MARKINGS	L.S.	1	$1,500.00	$1,500.00	$10,000.00	$10,000.00	$700.00	$700.00	$750.00	$750.00	$4,000.00	$4,000.00	$8,750.00	$8,750.00
321725	PREFABRICATED PAVEMENT MARKINGS	L.F.	24	$6.00	$144.00	$105.00	$2,520.00	$42.00	$1,008.00	$44.00	$1,056.00	$40.00	$960.00	$50.00	$1,200.00
329223	TURFGRASS PLANTING - SOD	S.Y.	1,427	$3.50	$4,994.50	$5.00	$7,135.00	$3.50	$4,994.50	$4.75	$6,778.25	$4.50	$6,421.50	$7.50	$10,702.50
[illegible]47113	BARRICADES, SIGNS, AND TRAFFIC HANDLING	L.S.	1	$20,000.00	$20,000.00	$4,000.00	$4,000.00	$6,000.00	$6,000.00	$7,500.00	$7,500.00	$9,000.00	$9,000.00	$18,000.00	$18,000.00
[illegible]OT-460	12" CORREGATED METAL PIPE, TYPE I	L.F.	115	$45.00	$5,175.00	$100.00	$11,500.00	$92.00	$10,580.00	$221.10	$25,426.50	$60.00	$6,900.00	$55.00	$6,325.00
[illegible]OT-474	12" SLOTTED DRAIN	L.F.	60	$90.00	$5,400.00	$80.00	$4,800.00	$168.00	$10,080.00	$345.00	$20,700.00	$90.00	$5,400.00	$125.00	$7,500.00
[illegible]SC-11	CONTINGENCY	L.S.	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
[illegible]OTALS					$510,992.50		$413,284.50		$498,840.50		$550,255.95		$559,175.50		$672,856.50

CITY OF FRISCO
TEEL PARKWAY AND PARKWOOD BOULEVARD REHABILITATION
BID TABULATION -PARKWOOD (BASE BID)
BID OPENING: 06/28/2012; 2:00 PM

SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	Estrada Concrete UNIT PRICE	Estrada Concrete AMOUNT	Jim Bowman UNIT PRICE	Jim Bowman AMOUNT	Tiseo Paving UNIT PRICE	Tiseo Paving AMOUNT	CPS Civil UNIT PRICE	CPS Civil AMOUNT	RKM Utility UNIT PRICE	RKM Utility AMOUNT
015813	PROJECT SIGN	EACH	2	$500.00	$1,000.00	$700.00	$1,400.00	$350.00	$700.00	$500.00	$1,000.00	$500.00	$1,000.00	$500.00	$1,000.00
017113	MOBILIZATION	L.S.	1	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$12,500.00	$12,500.00	$2,250.00	$2,250.00	$17,500.00	$17,500.00	$5,000.00	$5,000.00
024100	GENERAL SITE PREPARATION	L.S.	1	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$6,300.00	$6,300.00	$17,500.00	$17,500.00	$35,000.00	$35,000.00	$52,500.00	$52,500.00
024100	PAVEMENT REMOVAL - ASPHALT	S.Y.	1,153	$10.00	$11,530.00	$4.50	$5,188.50	$5.00	$5,765.00	$4.95	$5,707.35	$9.00	$10,377.00	$12.50	$14,412.50
024100	PAVEMENT REMOVAL - CONCRETE	S.Y.	2,512	$22.00	$55,264.00	$4.50	$11,304.00	$6.00	$15,072.00	$22.75	$57,148.00	$9.00	$22,608.00	$12.50	$31,400.00
312413	EMBANKMENT	C.Y.	11	$12.00	$132.00	$90.00	$990.00	$50.00	$550.00	$25.00	$275.00	$10.00	$110.00	$45.00	$495.00
312500	STORMWATER POLLUTION PREVENTION PLAN	L.S.	1	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$2,400.00	$2,400.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$7,500.00	$7,500.00
321113	LIME STABILIZED SUBGRADE (8")	S.Y.	2,732	$3.25	$8,879.00	$3.75	$10,245.00	$2.90	$7,922.80	$4.65	$12,703.80	$11.00	$30,052.00	$12.75	$34,833.00
321113	LIME STABILIZED SUBGRADE (6")	S.Y.	1,265	$3.50	$4,427.50	$3.50	$4,427.50	$3.50	$4,427.50	$4.65	$5,882.25	$10.00	$12,650.00	$12.75	$16,128.75
321113	LIME	TON	96	$160.00	$15,360.00	$160.00	$15,360.00	$146.00	$14,016.00	$210.00	$20,160.00	$140.00	$13,440.00	$195.00	$18,720.00
321313	11" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	2,512	$65.00	$163,280.00	$72.00	$180,864.00	$53.00	$133,136.00	$55.60	$139,667.20	$55.00	$138,160.00	$95.00	$238,640.00
321313	7" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	1,153	$42.50	$49,002.50	$49.50	$57,073.50	$41.00	$47,273.00	$39.00	$44,967.00	$44.00	$50,732.00	$75.00	$86,475.00
321645	DRIVEWAY APPROACH (RESIDENTIAL)	S.Y.	28	$100.00	$2,800.00	$72.00	$2,016.00	$50.00	$1,400.00	$41.25	$1,155.00	$80.00	$2,240.00	$47.50	$1,330.00
321723	PAVEMENT MARKERS AND MARKINGS	L.S.	1	$2,000.00	$2,000.00	$7,500.00	$7,500.00	$2,200.00	$2,200.00	$2,350.00	$2,350.00	$6,000.00	$6,000.00	$10,000.00	$10,000.00
29223	TURFGRASS PLANTING - SOD	S.Y.	538	$3.50	$1,883.00	$5.00	$2,690.00	$3.50	$1,883.00	$4.75	$2,555.50	$5.00	$2,690.00	$7.50	$4,035.00
47113	BARRICADES, SIGNS, AND TRAFFIC HANDLING	L.S.	1	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$8,500.00	$8,500.00	$25,000.00	$25,000.00
OTALS					$365,558.00		$327,058.50		$259,545.30		$321,321.10		$354,059.00		$547,469.25

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AGENDA ITEM #19.

CITY OF FRISCO
TEEL PARKWAY AND PARKWOOD BOULEVARD REHABILITATION
BID TABULATION -PARKWOOD (ALTERNATE)
BID OPENING: 06/28/2012; 2:00 PM

SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	Estrada Concrete UNIT PRICE	Estrada Concrete AMOUNT	Jim Bowman UNIT PRICE	Jim Bowman AMOUNT	Tiseo Paving UNIT PRICE	Tiseo Paving AMOUNT	CPS Civil UNIT PRICE	CPS Civil AMOUNT	RKM Utility UNIT PRICE	RKM Utility AMOUNT
015813	PROJECT SIGN	EACH	2	$500.00	$1,000.00	$700.00	$1,400.00	$350.00	$700.00	$500.00	$1,000.00	$500.00	$1,000.00	$500.00	$1,000.00
017113	MOBILIZATION	L.S.	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$12,500.00	$12,500.00	$2,250.00	$2,250.00	$17,500.00	$17,500.00	$5,000.00	$5,000.00
024100	GENERAL SITE PREPARATION	L.S.	1	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$6,300.00	$6,300.00	$17,500.00	$17,500.00	$35,000.00	$35,000.00	$25,000.00	$25,000.00
024100	PAVEMENT REMOVAL - ASPHALT	S.Y.	1,153	$10.00	$11,530.00	$4.50	$5,188.50	$5.00	$5,765.00	$4.95	$5,707.35	$9.00	$10,377.00	$12.50	$14,412.50
024100	PAVEMENT REMOVAL - CONCRETE	S.Y.	2,512	$20.00	$50,240.00	$4.50	$11,304.00	$6.00	$15,072.00	$22.75	$57,148.00	$9.00	$22,608.00	$12.50	$31,400.00
312413	EMBANKMENT	C.Y.	11	$20.00	$220.00	$90.00	$990.00	$50.00	$550.00	$25.00	$275.00	$10.00	$110.00	$45.00	$495.00
312500	STORMWATER POLLUTION PREVENTION PLAN	L.S.	1	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$2,400.00	$2,400.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$7,500.00	$7,500.00
321113	LIME STABILIZED SUBGRADE (8")	S.Y.	2,732	$3.25	$8,879.00	$3.75	$10,245.00	$2.90	$7,922.80	$4.65	$12,703.80	$11.00	$30,052.00	$12.75	$34,833.00
321113	LIME STABILIZED SUBGRADE (6")	S.Y.	1,265	$3.50	$4,427.50	$3.50	$4,427.50	$3.50	$4,427.50	$4.65	$5,882.25	$10.00	$12,650.00	$12.75	$16,128.75
321113	LIME	TON	96	$160.00	$15,360.00	$160.00	$15,360.00	$146.00	$14,016.00	$210.00	$20,160.00	$140.00	$13,440.00	$195.00	$18,720.00
321313	9" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	2,512	$50.00	$125,600.00	$54.00	$135,648.00	$49.00	$123,088.00	$49.95	$125,474.40	$50.00	$125,600.00	$80.50	$202,216.00
321313	7" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	1,153	$42.50	$49,002.50	$49.50	$57,073.50	$41.00	$47,273.00	$39.00	$44,967.00	$44.00	$50,732.00	$75.00	$86,475.00
321645	DRIVEWAY APPROACH (RESIDENTIAL)	S.Y.	28	$200.00	$5,600.00	$72.00	$2,016.00	$50.00	$1,400.00	$41.25	$1,155.00	$80.00	$2,240.00	$150.00	$4,200.00
321723	PAVEMENT MARKERS AND MARKINGS	L.S.	1	$2,000.00	$2,000.00	$7,500.00	$7,500.00	$2,200.00	$2,200.00	$2,350.00	$2,350.00	$6,000.00	$6,000.00	$10,000.00	$10,000.00
329223	TURFGRASS PLANTING - SOD	S.Y.	538	$3.50	$1,883.00	$5.00	$2,690.00	$3.50	$1,883.00	$4.75	$2,555.50	$5.00	$2,690.00	$7.50	$4,035.00
647113	BARRICADES, SIGNS, AND TRAFFIC HANDLING	L.S.	1	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$8,500.00	$8,500.00	$25,000.00	$25,000.00
TOTALS					$320,742.00		$281,842.50		$249,497.30		$307,128.30		$341,499.00		$486,415.25

CITY OF FRISCO
TEEL PARKWAY AND PARKWOOD BOULEVARD REHABILITATION
BID TABULATION -SUMMARY
BID OPENING: 06/28/2012; 2:00 PM

	ENGINEER'S ESTIMATE	Estrada Concrete	Jim Bowman	Tiseo Paving	CPS Civil	RKM Utility
	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
A. TEEL PARKWAY (BASE BID)	$510,992.50	$413,284.50	$498,840.50	$550,255.95	$559,175.50	$672,856.50
B. PARKWOOD BOULEVARD (BASE BID)	$365,558.00	$327,058.50	$259,545.30	$321,321.10	$354,059.00	$547,469.25
C. PARKWOOD BOULEVARD (ALTERNATE)	$320,742.00	$281,842.50	$249,497.30	$307,128.30	$341,499.00	$486,415.25
TOTAL BASE AMOUNT BID (A + B)	**$876,550.50**	**$740,343.00**	**$758,385.80**	**$871,577.05**	**$913,234.50**	**$1,220,325.75**
TOTAL ALTERNATE AMOUNT BID (A + C)	**$831,734.50**	**$695,127.00**	**$748,337.80**	**$857,384.25**	**$900,674.50**	**$1,159,271.75**

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AGENDA ITEM #19.

AGENDA ITEM #20.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **July 31, 2012**

Subject: **Consider and act upon approval of a Resolution authorizing the City Manager to execute Amendment Number Three to the Professional Services Agreement by and between the City of Frisco and CH2M Hill, Inc. for additional services relating to the design of Stonebrook Parkway and 36-inch Water Line Improvements (Preston Road to DNT)**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute an amendment to the Professional Services Agreement by and between the City of Frisco, Texas and CH2M Hill, Inc. of Dallas, Texas, in the amount of $158,748.50, to perform additional Engineering Design Services for the Stonebrook Parkway Improvements from Preston Road to DNT and a 36-inch Water Line.

Background Information: On March 4, 2008, City Council approved a contract with CH2M Hill, Inc. for the design of Stonebrook Parkway from Dallas Parkway to Preston Road and a 36-inch water line. This contract was for the removal of the two existing westbound lanes of Stonebrook Parkway and the replacement with three lanes. The design included a new 36-inch water line under the westbound pavement of Stonebrook Parkway from Preston Road to Dallas Parkway, along the Dallas Parkway to 1,200 feet south of Lebanon Road; and across the DNT. The cost for the original design contract was $842,621.

Amendment Number One, on June 16, 2009, was for additional pavement design at the intersections of Stonebrook with Preston Road and DNT; surveying; and storm water inlets. Amendment Number One increased the contract by $88,500 to a total of $931,121.

Amendment Number Two, on November 16, 2010, was for the design of three eastbound lanes between Dallas Parkway and Parkwood Boulevard; water line realignment; addition of SCADA in existing pressure reducing valves; addition of a median opening in Stonebrook Parkway east of the DNT; addition of a section of northbound Dallas Parkway pavement; traffic control plan for phasing; additional surveying and geotechnical borings along the Dallas Parkway; and additional subsurface utility engineering. Amendment Number Two increased the contract by $209,550 to a total of $1,140,671.

Amendment Number Three is for the additional engineering and surveying that was necessary due to numerous revisions and changes to the plans in order to provide a complete and final set of plans that satisfy the concerns of property owners and City staff. The engineering scope of work also includes provision for additional time to assist City staff during the construction which has increased from 390 days to 840 days.

City Council awarded the bid for the construction of this project on June 5 in the amount of $10,228,751.15 to Tiseo Paving Company.

Upon completion of construction, Stonebrook Parkway will be a six lane roadway from Preston Road to the Dallas North Tollway. The water line improvements will provide more efficient, effective, and safe delivery of water to the middle pressure plane of the City that is located between the Dallas North Tollway and the BNSF Railroad. After construction, the water delivery to this area of the City will be able to be monitored and controlled remotely from Public Works Building.

Alternatives: The City Council could consider the following alternatives:
- Approval of Resolution;
- Send back to staff with direction.

Financial Considerations: The cost of Amendment Number Three is $158,748.50. The revised total cost of the Professional Services Agreement will be $1,299,418.50. Funding for the Project is provided by thoroughfare impact fees, General Obligation Bonds, and Water and Sewer Certificates of Obligation.

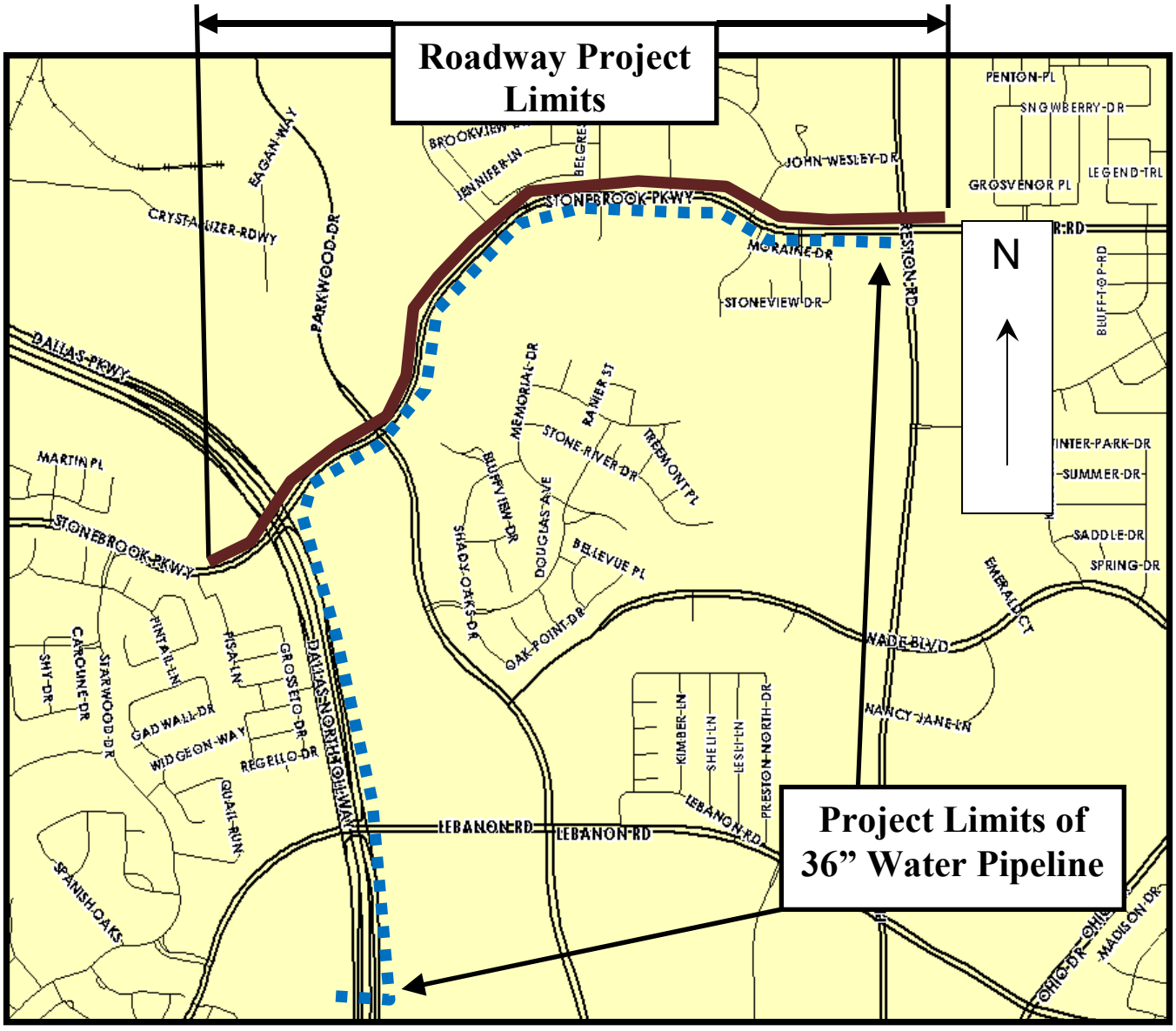
Legal Review: The amendment to the Professional Services Agreement has been reviewed and approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:
- Project Location Map
- Copy of Resolution
- Copy of Professional Services Amendment

Staff Recommendation: Staff recommends approval of the Resolution.

FRISCO
PROGRESS IN MOTION

CH2M Hill, Inc.
Professional Services Agreement Amendment #3
Stonebrook Parkway (Dallas North Tollway to Preston Road)
July 31, 2012



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 AMENDMENT NUMBER THREE TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND CH2M HILL, INC. FOR ADDITIONAL SERVICES RELATING TO THE DESIGN OF STONEBROOK PARKWAY (DALLAS PARKWAY TO PRESTON ROAD) AND A 36-INCH WATER TRANSMISSION MAIN; 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, Amendment Number Three to the Professional Services Agreement by and between the City of Frisco, Texas and CH2M Hill, Inc. for additional services relating to the design of Stonebrook Parkway (Dallas Parkway to Preston Road) and a 36-inch Water Transmission Main, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS THE ____ DAY OF _____, 2012.

_____
MAYER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AMENDMENT NUMBER THREE

TO AN AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

CH2M HILL, INC. (CONSULTANT)

FOR

PROFESSIONAL ENGINEERING SERVICES

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

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5400
Facsimile: (972) 731-4945

and the Consultant: **CH2M Hill, Inc.**
12377 Merit Drive, Suite 1000
Dallas, Texas 75251
Telephone: (972) 980-2170
Facsimile: (972) 385-0846

for the following Project: **Design, Bid Package Preparation and Construction Administration Services for the Stonebrook Parkway 36-inch Diameter Transmission Main (Preston Road – Dallas North Tollway and South to Lebanon Road) and Westbound Replacement and Road Widening of Stonebrook Parkway (Preston Road – Dallas North Tollway)**

The City and Consultant agree as set forth below.

This **AMENDMENT NUMBER THREE** is made and entered by and between the City of Frisco, Texas, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and CH2M Hill, Inc., hereinafter referred to as "Consultant," to be effective from and after the date as provided herein the "Amendment Number Three."

WHEREAS, the City and Consultant entered into that certain agreement for professional engineering services to design and/or prepare construction documents for the Stonebrook Parkway 36" Transmission Main (Preston Road – Dallas North Tollway) and the Westbound Replacement and Road Widening of Stonebrook Parkway (Preston Road – Dallas North Tollway), dated March 7, 2008, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Agreement;" and

WHEREAS, the City and Consultant desire to amend the Agreement for the purpose of extending the scope of the Project (defined in the Agreement) to include additional services; revising the Consultant's Fee (defined in the Agreement) to include the provision of the additional services; revising the percentage of the final payment of the Consultant's Fee allocated for the design of the Project (defined in the Agreement); referencing the additional services in relation to the Consultant's submission of invoices to the City; referencing the additional services in relation to the City's ownership of the Project documents; and revising the information regarding notices or communications to City permitted or required under the Agreement; and

WHEREAS, the City and the Consultant desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant do mutually agree as follows:

1. **Additional Project Services**. City and Consultant agree that this Amendment Number Three amends the Agreement for the purpose of, among other things, establishing additional Project services to be performed by Consultant, as more particularly described in the following exhibits, attached hereto and incorporated herein for all purposes:

   a. Exhibit "L," Scope of Work

   b. Exhibit "M," Completion Schedule/Project Billing/Project Budget

2. **Amendment to Agreement, Article 1, Section 1.3, Schedule of Work**. Article 1, Section 1.3 of the Agreement is hereby amended as follows:

   "1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work to completion as described in the Scope of Work and Completion Schedule/Project Billing/Project Budget attached hereto as Exhibit "L" and Exhibit "M" and incorporated herein by reference for all purposes."

3. **Amendment to Agreement, Article 3, Section 3.1, Compensation for Consultant's Services**. Article 3, Section 3.1 of the Agreement is hereby amended as follows:

"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 basis except for Services during Construction (Task 28), which shall be on a time and expense basis not to exceed **One Million Two Hundred Ninety Nine Thousand Four Hundred Eighteen and 50/100 Dollars ($1,299,418.50)** ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule/Project Billing/Project Budget as set forth in Exhibit "M." The final **Sixty Three Thousand Three Hundred Twenty One and 00/100 Dollars ($63,321.00)** shall not be paid until the Consultant has completed all of the tasks described in Exhibit "L" of this amendment and delivered to the City all of the required documents, data, maps and/or other information.

4. **Amendment to Agreement, Article 3, Section 3.4, Invoices**. Article 3, Section 3.4 of the Agreement is hereby amended as follows:

"3.4 **Invoices** – No payment to the Consultant shall be made until Consultant tenders an invoice to the City. Payments are payable to the Consultant within thirty (30) days from the date of invoices as long as the invoice is mailed to City within three (3) days of the date of the invoice. Invoices are to be mailed to City immediately upon completion of each individual task listed in Exhibit "L" and Exhibit "M". If any invoice remains outstanding and unpaid for more than sixty (60) days from the date of the invoice, and Consultant has fully performed its obligations as set forth herein, the Consultant has the option upon written notice to the City, to suspend all work specified under this Agreement until the account is brought current. Continued performance and/or completion of work by the Consultant under this Agreement shall resume upon payment of the earned fees by the City."

5. **Amendment to Agreement, Article 4, Ownership of Documents**. Article 4 of the Agreement is hereby amended as follows:

"**ARTICLE 4**
OWNERSHIP OF DOCUMENTS

The Project is the property of the City, and Consultant may not use the documents, data, plans, or any other materials for any purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project data and maps as defined

in the Project Deliverables section of Exhibit "A" through Exhibit "M." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, and maps and any other information as defined in Exhibit A through Exhibit "M" to reflect changes made while working on the project and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project." Any reuse of the documents not relating to the Project shall be at the City's own risk.

6. **Complete Agreement**. This Amendment Number Three, including the exhibits attached hereto and labeled Exhibit "L" and Exhibit "M," both of which are incorporated herein for all purposes, constitutes 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 Amendment Number Three may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. Exhibit "L" and Exhibit "M" are attached hereto and made a part of the Agreement, Amendment Number One, Amendment Two, and this Amendment Number Three.

7. **Counterparts**. This Amendment Number Three may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed to be an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment Number Three. A facsimile signature will also be deemed to constitute an original if properly executed.

8. **Controlling Agreement**. To the extent any provision contained herein conflicts with the Agreement, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement.

9. **Defined Terms / Ratification of Agreement**. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.

10. **Authority to Execute**. The individuals executing this Amendment Number Three represent and warrant that they are empowered and duly authorized to so execute this Amendment Number Three on behalf of the parties they represent.

11. **Entire Agreement**. This Amendment Number Three and the Agreement embody the entire agreement by and between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof. This Amendment Number Three may only be amended by written agreement duly executed by all parties hereto.

12. **Venue**. The Agreement and Amendment Number Three shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

13. **Assignment**. This Amendment Number Three may not be assigned except as authorized in the Agreement.

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

CITY
The City of Frisco, Texas

By: _____
George Purefoy
Title: City Manager

CONSULTANT
CH2M Hill, Inc.

By: _____
Edward Motley, P.E.
Title: Senior Project Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Edward Motley 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 23rd DAY OF July, 2012.

Sherri Mancill
_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 11-15-15

SHERRI MANCILL
MY COMMISSION EXPIRES
November 15, 2015

EXHIBIT "L"
SCOPE OF ADDITIONAL SERVICES
AMENDMENT NUMBER THREE

Amendment Number Three
to an Agreement
between the City of Frisco and CH2M Hill, Inc.
for
Stonebrook Parkway and 36-inch Water Line
(Preston Road – Dallas North Tollway)

I. PROJECT DESCRIPTION.

The project consists of surveying, preliminary design, final design, bidding services and services during construction for the Stonebrook Water Transmission Main, the westbound road widening from Preston Road to the Dallas North Tollway (DNT) and widening and replacement of the eastbound road from DNT to Parkwood Drive. The project will result in the design and construction of approximately 13,000 LF of 36-inch diameter pipe in the existing right of way of Stonebrook Parkway, plus the westbound roadway replacement and widening of Stonebrook Parkway from Preston Road to the North Dallas Tollway northbound access road. The water transmission main will then continue south along the northbound DNT access road to approximately 1,200 feet south Lebanon road and connect to the exiting 24-inch water line on the west side of DNT.

II. TASK SUMMARY, ADDITIONAL BASIC SERVICES.

A. **Task Twenty-Four, Additional Design Services – 36-inch Waterline Realignment** – Consultant shall provide the additional services:

Due to easement acquisition along the Wade and Rudman properties (STA 4+00 to STA 33+00) the waterline has been realigned to address right-of-way concerns. These realignments require generating new plan and profile sheets and providing exhibits to the City for discussion with the property owners.

B. **Task Twenty-Five, Additional Design Services – Stonebrook Parkway from the DNT to Parkwood Drive** – Consultant shall provide the following additional services:

Revise plans to reflect changes in the proposed roadway alignment from the beginning of the project at Road Station 0+00, west of the DNT, to Parkwood Drive to address right-of-way issues.

III. TASK SUMMARY, ADDITIONAL SPECIAL SERVICES.

A. **Task Twenty-Six, Additional Survey Services** – Consultant shall complete the following items relating to this task:

EXHIBIT "L"
SCOPE OF ADDITIONAL SERVICES
AMENDMENT NUMBER THREE

26.1 Easement Revisions – This item includes the easement revisions required as a result of the realignment of the waterline from STA 5+00 to STA 33+00, and the incorporation of separate permanent and temporary instruments for each easement.

- Pansy Wade Property – easement revisions and separations of instruments
- Rudman Property - easement revisions and separation of instruments

26.2 This item includes providing easement instruments for the vacation of existing easements at the Pansy Wade property. The following are included with this task:

- Pansy Wade Property – 2 easements and vacate

B. **Task Twenty-Seven, Traffic Control Plans** – Consultant shall complete the following items:

Revisions to the drawings based on chosen traffic control plan (TCP) as well as the realignment of Stonebrook Parkway from the beginning of the project, west of the DNT, to Parkwood Drive due to right-of-way constraints. This task includes:

- TCP Revisions
- Preparation of the final TCP
- Revisions to the existing drawings and generating additional drawings and details as needed.

C. **Task Twenty-Eight, Services During Construction (SDC)** – Consultant shall complete the following:

28.1 Project Management – This task will include project management over the duration of the construction contract (30 months).

28.2 Shop Drawing Submittal – It is anticipated that approximately 50 shop drawing submittals will be received through the duration of the project. This task includes a maximum of 2 revisions per submittal.

28.3 Request for Information (RFI) – It is anticipated that approximately 30 RFIs will be received through the duration of the project. This task includes responding to these RFIs.

28.4 Monthly Field Meetings – This task includes meeting monthly throughout the project resulting in approximately 60 meetings.

D. **Task Twenty-Nine, Record Documents** – Completion of Record Documents.

E. **Task Thirty, TDLR** – TDLR Notice of Substantial Compliance.

EXHIBIT "L"
SCOPE OF ADDITIONAL SERVICES
AMENDMENT NUMBER THREE

F. **Task Thirty-one, Construction Administration Services** – The following tasks are **deleted** in their entirety from the agreement:

1. Original Agreement - Task Four – Construction Administration Services
2. Amendment Number One – Task Eleven - Additional Construction Administration Services

G. **Task Thirty-two, Record Drawings and TDLR** – The following tasks are **deleted** in their entirety from the agreement:

3. Original Agreement - Task Five – Record Drawings
   Original Agreement - Task Six - TDLR

IV. ITEMS NOT INCLUDED IN THE ADDITIONAL SCOPE OF SERVICES.

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

1. Any services designated by this Scope of Additional Services as outside of the scope of Amendment Number Three.

IV. PROJECT LABOR ALLOCATION.

Task	Task Name	Labor Hours
Task 24	Additional Design Services – 36-inch Waterline Realignment	286
Task 25	Additional Design Services – Stonebrook Parkway from DNT to Parkwood Drive	209
Task 26	Additional Survey Services	50
Task 27	Traffic Control Plans	444
Task 28	Services During Construction (SDC)	360
Total Hours Amendment Number Three		1349

EXHIBIT "M"
COMPENSATION SCHEDULE/PROJECT BILLING/PROJECT BUDGET
FOR AMENDMENT NUMBER THREE

Amendment Number Three
to an Agreement
between the City of Frisco and CH2M Hill, Inc.
for
Stonebrook Parkway and 36-inch Water Line
(Preston Road – Dallas North Tollway)

I. COMPLETION SCHEDULE / PROJECT BILLING SUMMARY.

DATE MONTH / YEAR	DOLLAR AMOUNT	TASK COMPLETED
June 19, 2012	$ -	City Council approval of a Resolution authorizing the City Manager to execute Amendment Number Three.
June 30, 2012	$ -	Consultant receives signed Amendment Number Three.
May 1, 2012	$13,802.19	**Task Twenty-Four, Additional Design Services: 36-inch Waterline Realignment** (Task completed) (Lump sum)
May 1, 2012	$ 24,442.87	**Task Twenty-Five, Additional Design Services: Roadway: Stonebrook Parkway from west of DNT to Parkwood Drive** (Task completed) (Lump sum)
May 1, 2012	$ 6,820.00	**Task Twenty-Six, Additional Survey Services** (Task completed) (Lump sum)
May 1, 2012	$ 39,096.10	**Task Twenty-Seven, Traffic Control Plans** (Task completed) (Lump sum)
November 2014	$119,718.39	**Task Twenty-Eight, Services During Construction (SDC)** (Time and Materials, Not to Exceed)
December 2014	$63,321.00	**Task Twenty-Nine, Record Documents**
December 2014	$25,924.70	**Task Thirty, TDLR** (Task completed)
n/a	($75,453.50)	**Task Thirty-One, Construction Administration Services in Original Contract and Amendment #1** (Tasks deleted).
n/a	($58,923.25)	**Task Thirty-Two, Record Drawings and TDLR in Original Contract** (Tasks deleted).
GRAND TOTAL	**$158,748.50**	**Lump Sum Basis and Time/Material Basis Not to Exceed.**

EXHIBIT "M"
COMPENSATION SCHEDULE/PROJECT BILLING/PROJECT BUDGET
FOR AMENDMENT NUMBER THREE

II. PROJECT BUDGET SUMMARY

A. Description of Basic Services

1. Task Twenty-Four: Realign Water Line	$13,802.19
2. Task Twenty-Five: Road Design	$24,442.87
3. **Subtotal**, Basic Services (Lump-Sum)	**$38,245.06**

B. Description of Special Services

1. Task Twenty-Six: Surveying	$ 6,820.00
2. Task Twenty-Seven: TCP	$ 39,096.10
3. Task Twenty-Eight: Construction Admin (Time and Materials, Not-to-Exceed)	$119,718.39
4. Task Twenty-Nine: Record Documents	$63,321.00
5. Task Thirty: TDLR	$25,924.70
6. Task Thirty-One: Construction Admin Deduct	($75,453.50)
7. Task Thirty-Two: Record Drawings Deduct	($42,131.00)
8. Task Thirty-Two: TDLR Deduct	($16,792.25)
9. **Subtotal**, Special Services (Lump-Sum Basis and Time and Materials, Not-to Exceed)	**$120,503.44**

C. **Grand Total for Amendment Number Three** **$158,748.50**
(Lump-Sum Basis and Time and Materials, Not-to Exceed)

EXHIBIT "M"
COMPENSATION SCHEDULE/PROJECT BILLING/PROJECT BUDGET
FOR AMENDMENT NUMBER THREE

III. PROJECT BUDGET SUMMARY.

Task	Task	Original Agreement	Amendment #1	Amendment #2	Amendment #3	TOTAL
1	Preliminary Design	$231,236.25				$231,236.25
2	Final Design	$291,991.00				$291,991.00
3	Bid Phase Services	$34,425.00				$34,425.00
4	**Construction Admin**	$70,813.50			($70,813.50)	$ -0-
5	**Record Documents**	$42,131.00			($42,131.00)	$ -0-
6	**TDLR**	$16,792.25			($16,792.25)	$ -0-
7	Surveying Services	$79,420.00				$79,420.00
7	Traffic Control Plan	$27,500.00				$27,500.00
8	Geotechnical	$48,311.00				$48,311.00
8	Design Intersection of Stonebrook & Preston		$21,080.00			$21,080.00
9	Design Lanes E&W of DNT		$21,080.00			$21,080.00
10	Storm Drain Design		$26,840.00			$26,840.00
11	Construction Admin		$4,640.00		($4,640.00)	$ -0-
12	Traffic Signal Design Coord		$4,060.00			$4,060.00
13	Additional Surveying		$10,800.00			$10,800.00
14	36-inch Waterline Realign			$ 52,150.00		$ 52,150.00
15	PRV - Additional Design			$ 5,130.00		$ 5,130.00
16	Design 3 EB Lanes of Stonebrook DNT to Parkwood			$ 19,500.00		$ 19,500.00
16	Study median opening			$ 12,380.00		$ 12,380.00
17	DNT NB Frontage			$ 4,870.00		$ 4,870.00
18	Additional Surveying			$ 21,270.00		$ 21,270.00
19	Subsurface Utility Engineering			$ 13,680.00		$ 13,680.00
20	PRV at Stonebrook					
21	Design median opening			$ 30,080.00		$ 30,080.00
22	Traffic Control Plan			$ 46,820.00		$ 46,820.00
23	Geotechnical			$ 3,670.00		$ 3,670.00
24	36-inch Waterline Design				$ 13,802.19	$ 13,802.19
25	Stonebrook Parkway Design				$ 24,442.87	$ 24,442.87
26	Additional Survey				$ 6,820.00	$ 6,820.00
27	Traffic Control				$ 39,096.10	$ 39,096.10
28	Construction Admin				$ 119,718.39	$ 119,718.39
29	Record Documents (5% of Total Engineering Fee)				$ 63,321.00	$ 63,321.00
30	TDLR (5% of Road Design Fee)				$ 25,924.70	$ 25,924.70
Grand Total for Engineering Design		$ 842,621.00	$ 88,500.00	$ 209,550.00	$ 158,748.50	$ 1,299,418.50

AGENDA ITEM #21.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **July 31, 2012**

Subject: **Consider and act upon award of bid to Ratliff Hardscape and adoption of a Resolution authorizing the City Manager to execute a Standard Form Agreement for Construction Services for Phillips Creek Ranch STEP Grant Improvements (Bid No. 1205-052) contingent upon TxDOT concurrence and authorizing construction phase contingencies.**

Action Requested: Consider and act upon award of bid to Ratliff Hardscape of Lewisville, Texas in the amount of $4,196,517.18 and adoption of a Resolution authorizing the City Manager to execute a Standard Form Agreement for Construction Services for Phillips Creek Ranch STEP Grant Improvements (Bid No. 1205-052) contingent upon TxDOT concurrence and authorizing construction phase contingencies.

Background Information: The Phillips Creek Ranch Hike and Bike Trail includes the installation of hike and bike trails, pedestrian sidewalk, pedestrian lighting, irrigation and landscaping along Stonebrook Parkway, Lebanon Road, and Lone Star Parkway. The hike/bike trail system consists of approximately 14,000 linear feet of a 12 foot multipurpose trail on one side of the roadway and a six foot sidewalk on the opposite side to be used by pedestrians. The limits of improvements include medians, parkways and adjacent landscape easements.

The City of Frisco will be the sponsor of the project as required and outlined by the Advance Funding Agreement between the City of Frisco and the Texas Department of Transportation. Approval of the agreement between the City of Frisco and TxDOT was approved on the March 23, 2011 City Council Agenda.

Through a separate agreement, also passed at the March 23, 2011 City Council meeting, PCR Land Company, LLC provided the design, the environmental documentation required for federal projects, all local funding contributions, and

donated any right of way or easements needed for the project. In addition, the Agreement requires PCR Community Association, Inc. (HOA) to maintain the project for public use and to minimum standards to retain the federal funds used to construct the project.

Staff opened five responsive bids on July 19, 2012, with Ratliff Hardscape being the low bidder at $4,196,517.18. Bids ranged from $4,196,517.18 to $5,452,570.84. Also requested, is approval of a contingency in the amount of $100,000 which will be used during the construction phase to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with change order requests negotiated between staff and the contractor as construction progresses.

As part of the STEP grant oversight, TxDOT is required to review the bids and concur with the bid award. To expedite the start of construction, staff requests award of the bid contingent upon TxDOT concurrence. The Notice to Proceed will be issued to the contractor only after the City is notified of TxDOT concurrence, which is anticipated to be in early August. Construction of this project is expected to begin in August 2012. The contract allows 180 days for completion of the work.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution;
- Deny the award of bid and approval of the Resolution and send back to staff with direction.

Financial Considerations: The previously approved Development Agreement requires PCR Land Company LLC to escrow the construction cost, including contingency, of the project and fund any project overruns. The escrow will be used by the City to make monthly payments to the contractor.

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

Supporting Documents: Supporting documents include the following items:

- Location Map
- Copy of Resolution
- Copy of Standard Form of Agreement for Construction Services
- Recommendation by Design Consultant
- Bid Tabulation

Staff Recommendation: Staff recommends approval of the award of the bid and adoption of the Resolution contingent upon TxDOT concurrence and authorization of construction phase contingencies. Staff will be available during the meeting to address the City Council's questions relating to this agenda item.








MAJOR ENTRY

UNDERPASS FOR HIKE AND BIKE TRAIL




60' LANDSCAPE BUFFER










PHILLIPS CREEK RANCH
RE-ESTABLISHED 2006
Frisco, Texas

This plan is a conceptual development proposal and should not be interpreted as a detailed study or preliminary submittal, and is subject to review and approval by all governing authorities

STONEBROOK PARKWAY

-Limits of improvements include medians, parkways and adjacent landscape easements;
-Variable width easements to accommodate meandering, accessible walk / trail layouts;
-Improvements include grading / berming, walks, landscape and irrigation;
-Landscape to include drought tolerant / low water consumptive materials;
-Trees at average density of 1 / 30' per side and median - informally spaced;
-Circulation includes hike / bike trail on south side and pedestrian walk on north;
-Street lighting at average 400' o.c. each side (staggered), with landscape lighting to illuminate walks and trails.

LONESTAR PARKWAY

-Limits of improvements include medians, parkways and adjacent landscape easements;
-Variable width easements to accommodate meandering, accessible walk / trail layouts;
-Improvements include grading / berming, walks, landscape and irrigation;
-Landscape to include drought tolerant / low water consumptive materials;
-Trees at average density of 1 / 30' per side and median - informally spaced;
-Circulation includes hike / bike trail on west side and pedestrian walk on north;
-Street lighting at average 400' o.c. each side (staggered), with landscape lighting to illuminate walks and trails.

LEBANON ROAD

-Limits of improvements include medians, parkways and adjacent landscape easements;
-Variable width easements to accommodate meandering, accessible walk / trail layouts;
-Improvements include grading / berming, walks, landscape and irrigation;
-Landscape to include drought tolerant / low water consumptive materials;
-Trees at average density of 1 / 30' per side and median - informally spaced;
-Circulation includes hike / bike trail on north side and pedestrian walk on south;
-Street lighting at average 400' o.c. each side (staggered), with landscape lighting to illuminate walks and trails.

REPUBLIC PROPERTY GROUP

TRANSPORTATION ENHANCEMENT ZONES

NOVEMBER 2009

TBG PARTNERS

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD FORM OF AGREEMENT FOR CONSTRUCTION SERVICES BY AND BETWEEN THE CITY OF FRISCO AND RATLIFF HARDSCAPE FOR PHILLIPS CREEK RANCH STEP GRANT IMPROVEMENTS; AUTHORIZING CONSTRUCTION PHASE CONTINGENCIES FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Form of Agreement for Construction Services by and between The City of Frisco and Ratliff Hardscape for Phillips Creek Ranch STEP Grant Improvements, a copy of which is attached hereto and incorporated herein for all purposes.

SECTION 2: In addition to the authority of the City Manager of the City of Frisco, Texas to execute the Standard Form of Agreement for Construction Services for the Phillips Creek Ranch STEP Grant Improvements, 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 in an amount not to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00).

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

STANDARD CONSTRUCTION CONTRACT

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

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

Article I. Work

The CONTRACTOR shall perform all of the Work as specified in the Contract Documents. The Work is generally described as follows:_____

_____

_____

_____

_____

Plans and specifications prepared by:_____

_____

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 as "Milestone #1" within 60 calendar days. The CONTRACTOR shall perform and complete all the items of Work listed and referred to in the Contract Documents as "Milestone #2" within 180 total calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

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

Article V. Debts

The OWNER may, at is option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the

amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

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

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

OWNER: **CITY OF FRISCO**	CONTRACTOR:
_____	_____
_____ 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: _____ _____ _____ _____

TBG

July 23, 2012

Mr. Jason Brodigan, P.E.
City of Frisco, Engineering Services
6101 Frisco Square Boulevard, 3rd Floor
Frisco, Texas 75034

Re: Phillips Creek Ranch Step Grant CIP No. 11-0009, BID No. 1205-052.

Dear Mr. Brodigan:

Five bids were received for the above-referenced project on Thursday, July 19, 2012. A summary of the bids received is provided in the table below and the detailed bid tabulation has been previously submitted.

BID SUMMARY

Bidder	Base Bid
Ratliff Hardscape, Ltd.	$4,196,788.28
RoeschoCo Construction	$4,246,529.34
Schmoldt Construction	$4,290,095.11
Tiseo Paving Co.	$4,336,061.06
Mitchell Enterprises	$5,452,729.44

Ratliff Hardscape, Ltd. From Lewisville, Texas submitted the lowest responsible bid for the project. Ratliff Hardscape, Ltd. is currently working with TBG Partners, Inc. on the Phillips Creek Ranch project and has performed satisfactorily to date. They have also provided a list of references with positive responses in regards to their performance on past projects.

Based on the reference responses and the past experiences, we believe that Ratliff Hardscape, Ltd. should be capable of performing the work on this project. Accordingly, we recommend that the Phillips Creek Ranch Step Grant, CIP No. 11-0009, BID No. 1205-052, be awarded to Ratliff Hardscape, Ltd. in the amount of $4,196,788.28.

If you have any questions or need any information, please let us know.

Sincerely,
TBG Partners, Inc.

Mark T. Meyer, RLA
Principal

Phillips Creek Ranch, Phase 2 -
TTE Grant Bid Tabulation

Bid Date: Thursday, July 19th, 2012 2:00 PM
at TBG Office, 5307 E. Mockingbird Ln, Suite 120

Addendum 1 rev: 07/16/12
ALL REVISIONS BOLDED AND HIGHLIGHTED IN RED

Federal Aid Project
STP 2011 (223) TE
CSJ 0918-46-260

City of Frisco Job Number
BID 1205-052
CIP 11-0009

Total Federal Grant $4,680,000.00
Denton County

Limit: Phillips Creek Ranch on Various Streets in Frisco

					Project Engineer's Estimated Cost			Ratliff Hardscape			RoeschCo			Schmoldt Construction			Tiseo Paving			Mitchell Enterprises		
Item #	Description Code	Special Provision	Unit	Bid Total	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
100	2001	100-002	AC	7	7	$ 7,650.15	$ 54,316.07	7	$ 535.00	$ 3,745.00	7	$ 5,000.00	$ 35,000.00	7	$ 5,000.00	$ 35,000.00	7	$ 11,200.00	$ 78,400.00	7	$ 488.00	$ 3,416.00
110	2001		CY	1720	1,720	$ 4.92	$ 8,462.40	1,720	$ 2.68	$ 4,609.60	1,720	$ 7.50	$ 12,900.00	1,720	$ 20.35	$ 35,002.00	1,720	$ 17.25	$ 29,670.00	1,720	$ 7.89	$ 13,570.80
110	2003		CY	23000	23,000	$ 4.33	$ 99,590.00	23,000	$ 2.68	$ 61,640.00	23,000	$ 6.50	$ 149,500.00	23,000	$ 6.96	$ 160,080.00	23,000	$ 4.50	$ 103,500.00	23,000	$ 5.17	$ 118,910.00
132	2006		CY	16940	16,940	$ 5.82	$ 98,590.80	16,940	$ 22.80	$ 386,232.00	16,940	$ 7.50	$ 127,050.00	16,940	$ 16.94	$ 286,963.60	16,940	$ 15.28	$ 258,843.20	16,940	$ 5.56	$ 94,186.40
~~132~~	~~2022~~		~~CY~~	~~7780~~		~~$ -~~		~~7,780~~	~~$ -~~		~~7,780~~	~~$ -~~		~~7,780~~	$ -		~~7,780~~	~~$ -~~		~~7,780~~	~~$ -~~	~~$ -~~
260	2006	260-003	SY	1240	1,240	$ 2.55	$ 3,162.00	1,240	$ 2.41	$ 2,988.40	1,240	$ 3.25	$ 4,030.00	1,240	$ 2.50	$ 3,100.00	1,240	$ 3.00	$ 3,720.00	1,240	$ 4.37	$ 5,418.80
60	2027	260-003	SY	3980	3,980	$ 2.05	$ 8,159.00	3,980	$ 2.41	$ 9,591.80	3,980	$ 3.25	$ 12,935.00	3,980	$ 2.44	$ 9,711.20	3,980	$ 3.00	$ 11,940.00	3,980	$ 4.51	$ 17,949.80
60	2002	260-003	TON	155	155	$ 135.24	$ 20,962.20	155	$ 178.69	$ 27,696.95	155	$ 165.00	$ 25,575.00	155	$ 180.65	$ 28,000.75	155	$ 160.00	$ 24,800.00	155	$ 178.67	$ 27,693.85
60	2023	360-003	SY	3255	3,255	$ 27.88	$ 90,749.40	3,255	$ 38.31	$ 124,699.05	3,255	$ 30.00	$ 97,650.00	3,255	$ 32.47	$ 105,689.85	3,255	$ 40.00	$ 130,200.00	3,255	$ 40.02	$ 130,265.10
60	2023	360-003	SY	937	937	$ 27.88	$ 26,123.56	937	$ 37.30	$ 34,950.10	937	$ 28.00	$ 26,236.00	937	$ 29.56	$ 27,697.72	937	$ 41.80	$ 39,166.60	937	$ 43.65	$ 40,900.05
00	2004		CY	10	10	$ 98.48	$ 984.80	10	$ 160.50	$ 1,605.00	10	$ 80.00	$ 800.00	10	$ 80.00	$ 800.00	10	$ 110.00	$ 1,100.00	10	$ 132.88	$ 1,328.80
02	2001		LF	1030	1,030	$ 0.83	$ 854.90	1,030	$ 2.14	$ 2,204.20	1,030	$ 0.50	$ 515.00	1,030	$ 0.68	$ 700.40	1,030	$ 1.10	$ 1,133.00	1,030	$ 1.95	$ 2,008.50
32	2077		CY	31	31	$ 123.03	$ 3,813.93	31	$ 176.55	$ 5,473.05	31	$ 225.00	$ 6,975.00	31	$ 248.39	$ 7,700.09	31	$ 195.00	$ 6,045.00	31	$ 312.95	$ 9,701.45
64	2003	464-006	LF	20	20	$ 29.78	$ 595.60	20	$ 69.55	$ 1,391.00	20	$ 60.00	$ 1,200.00	20	$ 63.50	$ 1,270.00	20	$ 105.00	$ 2,100.00	20	$ 86.71	$ 1,734.20
64	2004	464-006	LF	211	211	$ 33.43	$ 7,053.73	211	$ 90.95	$ 19,190.45	211	$ 75.00	$ 15,825.00	211	$ 98.10	$ 20,699.10	211	$ 115.00	$ 24,265.00	211	$ 97.60	$ 20,593.60
65	2305	465-001	EA	2	2	$ 4,852.16	$ 9,704.32	2	$ 4,280.00	$ 8,560.00	2	$ 2,250.00	$ 4,500.00	2	$ 2,350.00	$ 4,700.00	2	$ 3,800.00	$ 7,600.00	2	$ 4,880.00	$ 9,760.00
65	2001	465-001	EA	1	1	$ 3,581.62	$ 3,581.62	1	$ 3,210.00	$ 3,210.00	1	$ 3,000.00	$ 3,000.00	1	$ 2,750.00	$ 2,750.00	1	$ 3,300.00	$ 3,300.00	1	$ 3,660.00	$ 3,660.00
66	2305		EA	2	2	$ 3,000.00	$ 6,000.00	2	$ 3,745.00	$ 7,490.00	2	$ 2,000.00	$ 4,000.00	2	$ 1,850.00	$ 3,700.00	2	$ 2,000.00	$ 4,000.00	2	$ 6,100.00	$ 12,200.00
500	2001	500-005	LS	1	1	$ 437,863.00	$ 437,863.00	1	$ 154,700.00	$ 154,700.00	1	$ 400,000.00	$ 400,000.00	1	$ 12,500.00	$ 12,500.00	1	$ 155,500.00	$ 155,500.00	1	$ 212,079.92	$ 212,079.92
502	2001	502-033	MO ~~EA~~	6 ~~10~~	6	$ 3,333.34	$ 20,000.04	6	$ 2,800.00	$ 16,800.00	6	$ 1,000.00	$ 6,000.00	6	$ 1,166.00	$ 6,996.00	6	$ 1,300.00	$ 7,800.00	6	$ 2,440.00	$ 14,640.00
506	2034	506-010	LF	26903	26,903	$ 1.39	$ 37,395.17	26,903	$ 1.18	$ 31,745.54	26,903	$ 1.10	$ 29,593.30	26,903	$ 1.20	$ 32,283.60	26,903	$ 1.32	$ 35,511.96	26,903	$ 1.40	$ 37,664.20
506	2016	506-010	SY	420	420	$ 12.78	$ 5,367.60	420	$ 9.63	$ 4,044.60	420	$ 8.00	$ 3,360.00	420	$ 10.00	$ 4,200.00	420	$ 15.50	$ 6,510.00	420	$ 10.98	$ 4,611.60
506	2019	506-010	SY	420	420	$ 4.61	$ 1,936.20	420	$ 5.78	$ 2,427.60	420	$ 4.00	$ 1,680.00	420	$ 5.50	$ 2,310.00	420	$ 5.50	$ 2,310.00	420	$ 6.59	$ 2,767.80
506	2041	506-010	EA	2	2	$ 75.00	$ 150.00	2	$ 53.50	$ 107.00	2	$ 125.00	$ 250.00	2	$ 55.00	$ 110.00	2	$ 85.00	$ 170.00	2	$ 79.30	$ 158.60
529	2006		LF	1194	1,194	$ 2.15	$ 2,567.10	1,194	$ 5.35	$ 6,387.90	1,194	$ 13.00	$ 15,522.00	1,194	$ 6.11	$ 7,295.34	1,194	$ 2.00	$ 2,388.00	1,194	$ 8.71	$ 10,399.74
529	2006		LF	135	135	$ 11.80	$ 1,593.00	135	$ 26.75	$ 3,611.25	135	$ 15.00	$ 2,025.00	135	$ 8.89	$ 1,200.15	135	$ 43.50	$ 5,872.50	135	$ 7.32	$ 988.20
644	2001		EA	4 6	6	$ 301.61	$ 1,809.66	4	$ 749.00	$ 2,996.00	4	$ 700.00	$ 2,800.00	4	$ 770.00	$ 3,080.00	4	$ 460.00	$ 1,840.00	4	$ 402.60	$ 1,610.40
666	2012		LF	1114	1,114	$ 0.16	$ 178.24	1,114	$ 2.68	$ 2,985.52	1,114	$ 3.00	$ 3,342.00	1,114	$ 3.32	$ 3,698.48	1,114	$ 1.10	$ 1,225.40	1,114	$ 1.31	$ 1,459.34
666	2288		LF	1604	1,604	$ 1.05	$ 1,684.20	1,604	$ 0.41	$ 657.64	1,604	$ 0.50	$ 802.00	1,604	$ 0.44	$ 705.76	1,604	$ 0.66	$ 1,058.64	1,604	$ 1.34	$ 2,149.36
668	2002		EA ~~LF~~	2	2	$ 399.13	$ 798.26	2	$ 214.00	$ 428.00	2	$ 300.00	$ 600.00	2	$ 250.00	$ 500.00	2	$ 305.00	$ 610.00	2	$ 244.00	$ 488.00
678	2001		LF	2718	2,718	$ 0.99	$ 2,690.82	2,718	$ 0.54	$ 1,467.72	2,718	$ 0.33	$ 896.94	2,718	$ 0.28	$ 761.04	2,718	$ 0.17	$ 462.06	2,718	$ 0.36	$ 978.48
678	2049		EA ~~LF~~	2	2	$ 19.00	$ 38.00	2	$ 26.75	$ 53.50	2	$ 25.00	$ 50.00	2	$ 250.00	$ 500.00	2	$ 28.00	$ 56.00	2	$ 24.40	$ 48.80
5434	2001		EA	20	20	$ 69.23	$ 1,384.60	20	$ 37.45	$ 749.00	20	$ 50.00	$ 1,000.00	20	$ 38.50	$ 770.00	20	$ 55.00	$ 1,100.00	20	$ 91.68	$ 1,833.60
71300			SY	1015	1,015	$ 2.00	$ 2,030.00	1,015	$ 2.41	$ 2,446.15	1,015	$ 1.00	$ 1,015.00	1,015	$ 0.39	$ 395.85	1,015	$ 2.00	$ 2,030.00	1,015	$ 0.61	$ 619.15
321112			CY ~~SY~~	6310	6,310	$ 3.00	$ 18,930.00	6,310	$ 3.21	$ 20,255.10	6,310	$ 3.00	$ 18,930.00	6,310	$ 4.87	$ 30,729.70	6,310	$ 4.40	$ 27,764.00	6,310	$ 8.38	$ 52,877.80

					Project Engineer's Estimated Cost			Ratliff Hardscape			RoeschCo			Schmoldt Construction			Tiseo Paving			Mitchell Enterprises		
Item #	Description Code	Special Provision	Unit	Bid Total	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
162	2002		SY	8990	8,990	$ 3.15	$ 28,318.50	8,990	$ 2.10	$ 18,879.00	8,990	$ 2.75	$ 24,722.50	8,990	$ 2.04	$ 18,339.60	8,990	$ 3.45	$ 31,015.50	8,990	$ 7.07	$ 63,559.30
164	2023	164-002	SY	136050	136,050	$ 0.30	$ 40,815.00	136,050	$ 0.43	$ 58,501.50	136,050	$ 1.05	$ 142,852.50	136,050	$ 0.48	$ 65,304.00	136,050	$ 0.50	$ 68,025.00	136,050	$ 3.49	$ 474,814.50
170	2001		LS	1	1	$ 2,110,000.00	$ 2,110,000.00	1	$ 1,233,356.90	$ 1,233,356.90	1	$ 1,200,000.00	$ 1,200,000.00	1	$ 1,200,000.00	$ 1,200,000.00	1	$ 1,190,000.00	$ 1,190,000.00	1	$ 1,586,007.32	$ 1,586,007.32
192	2027		EA	735	735	$ 620.00	$ 455,700.00	735	$ 411.95	$ 302,783.25	735	$ 255.00	$ 187,425.00	735	$ 308.84	$ 226,997.40	735	$ 325.00	$ 238,875.00	735	$ 481.90	$ 354,196.50
192	2026		EA	132	132	$ 225.00	$ 29,700.00	132	$ 235.40	$ 31,072.80	132	$ 200.00	$ 26,400.00	132	$ 189.39	$ 24,999.48	132	$ 275.00	$ 36,300.00	132	$ 268.40	$ 35,428.80
192	2080		EA	7	7	$ 1,200.00	$ 8,400.00	7	$ 802.50	$ 5,617.50	7	$ 795.00	$ 5,565.00	7	$ 600.00	$ 4,200.00	7	$ 550.00	$ 3,850.00	7	$ 915.00	$ 6,405.00
423	2025		SF	8775	8,775	$ 28.00	$ 245,700.00	8,775	$ 11.20	$ 98,280.00	8,775	$ 9.00	$ 78,975.00	8,775	$ 22.81	$ 200,157.75	8,775	$ 16.50	$ 144,787.50	8,775	$ 27.10	$ 237,802.50
531	2024		SY	27990	27,575	$ 27.00	$ 744,525.00	27,990	$ 30.24	$ 846,417.60	27,990	$ 31.00	$ 867,690.00	27,990	$ 36.71	$ 1,027,512.90	27,990	$ 34.65	$ 969,853.50	27,990	$ 36.04	$ 1,008,759.60
531	2010		EA	8	8	$ 2,500.00	$ 20,000.00	8	$ 952.00	$ 7,616.00	8	$ 750.00	$ 6,000.00	8	$ 1,212.50	$ 9,700.00	8	$ 1,320.00	$ 10,560.00	8	$ 1,525.00	$ 12,200.00
531	2040		EA	1	1	$ 2,500.00	$ 2,500.00	1	$ 1,680.00	$ 1,680.00	1	$ 750.00	$ 750.00	1	$ 1,700.00	$ 1,700.00	1	$ 2,750.00	$ 2,750.00	1	$ 2,318.00	$ 2,318.00
531	2010		EA	28	28	$ 1,120.00	$ 31,360.00	28	$ 672.00	$ 18,816.00	28	$ 750.00	$ 21,000.00	28	$ 1,525.00	$ 42,700.00	28	$ 880.00	$ 24,640.00	28	$ 1,525.00	$ 42,700.00
26 05 34	2044		LF	10	10	$ 12.40	$ 124.00	10	$ 5.89	$ 58.90	10	$ 4.00	$ 40.00	10	$ 5.50	$ 55.00	10	$ 6.05	$ 60.50	10	$ 14.64	$ 146.40
26 05 34	2046		LF	10	10	$ 22.29	$ 222.90	10	$ 6.69	$ 66.90	10	$ 4.00	$ 40.00	10	$ 7.00	$ 70.00	10	$ 7.00	$ 70.00	10	$ 18.30	$ 183.00
26 05 34	2012		LF	2376	2,376	$ 3.87	$ 9,195.12	2,376	$ 2.41	$ 5,726.16	2,376	$ 4.00	$ 9,504.00	2,376	$ 4.92	$ 11,689.92	2,376	$ 2.48	$ 5,892.48	2,376	$ 4.93	$ 11,713.68
26 05 34	2016		LF	3076	3,076	$ 3.46	$ 10,642.96	3,076	$ 2.68	$ 8,243.68	3,076	$ 4.00	$ 12,304.00	3,076	$ 5.53	$ 17,010.28	3,076	$ 2.75	$ 8,459.00	3,076	$ 5.53	$ 17,010.28
26 05 34	2018		LF	13136	13,136	$ 4.75	$ 62,396.00	13,136	$ 3.48	$ 45,713.28	13,136	$ 3.25	$ 42,692.00	13,136	$ 5.71	$ 75,006.56	13,136	$ 3.58	$ 47,026.88	13,136	$ 6.01	$ 78,947.36
26 05 34			LF	360	360	$ 8.28	$ 2,980.80	360	$ 5.62	$ 2,023.20	360	$ 4.00	$ 1,440.00	360	$ 13.89	$ 5,000.40	360	$ 5.80	$ 2,088.00	360	$ 10.98	$ 3,952.80
26 05 00	2004		LF	14508	14,508	$ 2.01	$ 29,161.08	14,508	$ 0.27	$ 3,917.16	14,508	$ 2.00	$ 29,016.00	14,508	$ 2.55	$ 36,995.40	14,508	$ 0.28	$ 4,062.24	14,508	$ 2.96	$ 42,943.68
6 05 00			LF	11100	11,100	$ 2.90	$ 32,190.00	11,100	$ 1.88	$ 20,868.00	11,100	$ 3.00	$ 33,300.00	11,100	$ 3.60	$ 39,960.00	11,100	$ 1.93	$ 21,423.00	11,100	$ 3.48	$ 38,628.00
6 05 00			LF	14940	14,940	$ 4.55	$ 67,977.00	14,940	$ 2.09	$ 31,224.60	14,940	$ 4.00	$ 59,760.00	14,940	$ 5.15	$ 76,941.00	14,940	$ 2.15	$ 32,121.00	14,940	$ 4.78	$ 71,413.20
6 05 00	2014		LF	3470	3,470	$ 1.38	$ 4,788.60	3,470	$ 0.33	$ 1,145.10	3,470	$ 1.75	$ 6,072.50	3,470	$ 0.58	$ 2,012.60	3,470	$ 0.35	$ 1,214.50	3,470	$ 0.74	$ 2,567.80
6 05 00	2012		LF	6268	6,268	$ 0.97	$ 6,079.96	6,268	$ 0.38	$ 2,381.84	6,268	$ 1.00	$ 6,268.00	6,268	$ 0.80	$ 5,014.40	6,268	$ 0.40	$ 2,507.20	6,268	$ 1.23	$ 7,709.64
6 05 00	2010		LF	3588	3,588	$ 1.13	$ 4,054.44	3,588	$ 0.53	$ 1,901.64	3,588	$ 1.20	$ 4,305.60	3,588	$ 1.11	$ 3,982.68	3,588	$ 0.55	$ 1,973.40	3,588	$ 1.35	$ 4,843.80
6 05 00	2008		LF	3900	3,900	$ 1.21	$ 4,719.00	3,900	$ 0.97	$ 3,783.00	3,900	$ 1.75	$ 6,825.00	3,900		$ 7,000.00	3,900	$ 1.00	$ 3,900.00	3,900	$ 1.83	$ 7,137.00
6 24 16			EA	1	1	$ 3,670.00	$ 3,670.00	1	$ 4,815.00	$ 4,815.00	1	$ 2,000.00	$ 2,000.00	1	$ 1,700.00	$ 1,700.00	1	$ 5,000.00	$ 5,000.00	1	$ 3,904.00	$ 3,904.00
6 24 16			EA	1	1	$ 1,365.00	$ 1,365.00	1	$ 1,979.50	$ 1,979.50	1	$ 2,000.00	$ 2,000.00	1	$ 1,300.00	$ 1,300.00	1	$ 2,100.00	$ 2,100.00	1	$ 2,632.76	$ 2,632.76
6 24 16			EA	1	1	$ 2,580.00	$ 2,580.00	1	$ 8,025.00	$ 8,025.00	1	$ 5,000.00	$ 5,000.00	1	$ 5,700.00	$ 5,700.00	1	$ 8,300.00	$ 8,300.00	1	$ 7,930.00	$ 7,930.00
6 22 00			EA	1	1	$ 1,570.00	$ 1,570.00	1	$ 2,300.50	$ 2,300.50	1	$ 2,000.00	$ 2,000.00	1	$ 1,700.00	$ 1,700.00	1	$ 2,400.00	$ 2,400.00	1	$ 4,880.00	$ 4,880.00
6 05 29			EA	16	16	$ 25.00	$ 400.00	16	$ 802.50	$ 12,840.00	16	$ 25.00	$ 400.00	16	$ 56.25	$ 900.00	16	$ 850.00	$ 13,600.00	16	$ 244.00	$ 3,904.00
3 36 00			SY	420	420	$ 72.00	$ 30,240.00	420	$ 216.68	$ 91,005.60	420	$ 125.00	$ 52,500.00	420	$ 33.33	$ 13,998.60	420	$ 275.00	$ 115,500.00	420	$ 88.54	$ 37,186.80
5 52 00			LF	425	425	$ 120.00	$ 51,000.00	425	$ 260.01	$ 110,504.25	425	$ 200.00	$ 85,000.00	425	$ 265.88	$ 112,999.00	425	$ 231.00	$ 98,175.00	425	$ 272.06	$ 115,625.50
65620			EA	17	17	$ 2,200.00	$ 37,400.00	17	$ 2,568.00	$ 43,656.00	17	$ 1,500.00	$ 25,500.00	17	$ 1,470.59	$ 25,000.03	17	$ 2,150.00	$ 36,550.00	17	$ 1,708.00	$ 29,036.00
265620			EA	41	41	$ 800.00	$ 32,800.00	41	$ 1,064.65	$ 43,650.65	41	$ 1,100.00	$ 45,100.00	41	$ 902.44	$ 37,000.04	41	$ 1,095.00	$ 44,895.00	41	$ 889.38	$ 36,464.58
265619			EA	11	11	$ 4,100.00	$ 45,100.00	11	$ 3,611.25	$ 39,723.75	11	$ 5,500.00	$ 60,500.00	11	$ 4,545.45	$ 49,999.95	11	$ 3,250.00	$ 35,750.00	11	$ 4,636.00	$ 50,996.00
265619			EA	4	4	$ 6,000.00	$ 24,000.00	4	$ 4,424.45	$ 17,697.80	4	$ 6,700.00	$ 26,800.00	4	$ 1,925.00	$ 7,700.00	4	$ 4,100.00	$ 16,400.00	4	$ 6,100.00	$ 24,400.00
265620			EA	6	6	$ 850.00	$ 5,100.00	6	$ 1,043.25	$ 6,259.50	6	$ 1,000.00	$ 6,000.00	6	$ 1,333.33	$ 7,999.98	6	$ 1,100.00	$ 6,600.00	6	$ 976.00	$ 5,856.00
12 93 00			EA	12	12	$ 2,000.00	$ 24,000.00	12	$ 2,100.00	$ 25,200.00	12	$ 2,000.00	$ 24,000.00	12	$ 165.00	$ 1,980.00	12	$ 2,420.00	$ 29,040.00	12	$ 3,817.38	$ 45,808.56
033101			EA	82	82	$ 638.00	$ 52,316.00	82	$ 331.70	$ 27,199.40	82	$ 700.00	$ 57,400.00	82		$ 37,000.00	82	$ 495.00	$ 40,590.00	82	$ 411.98	$ 33,782.36
~~321650~~			~~SF~~	~~27990~~			$ -	~~27,990~~		$ -	~~27,990~~		$ -	~~27,990~~		$ -	~~27,990~~		$ -	~~27,990~~	$ -	$ -
321650			SF	13050	13,050	$ 5.00	$ 65,250.00	13,050	$ 3.36	$ 43,848.00	13,050	$ 2.50	$ 32,625.00	13,050	$ 2.95	$ 38,497.50	13,050	$ 3.30	$ 43,065.00	13,050	$ 5.54	$ 72,297.00
329600			EA	3	3	$ 10,000.00	$ 30,000.00	3	$ 3,092.30	$ 9,276.90	3	$ 10,000.00	$ 30,000.00	3	$ 566.67	$ 1,700.01	3	$ 1,400.00	$ 4,200.00	3	$ 2,440.00	$ 7,320.00
33 00 15			TON	1	1	$ 950.00	$ 950.00	1	$ 1,594.30	$ 1,594.30	1	$ 1,200.00	$ 1,200.00	1	$ 970.00	$ 970.00	1	$ 450.00	$ 450.00	1	$ 645.38	$ 645.38
							$ 5,338,411.58			**$ 4,196,789.28**			**$ 4,246,529.34**			**$ 4,290,095.11**			**$ 4,336,061.06**			**$ 5,452,729.44**

Notes:

Item #164 Total cost was corrected to show unit cost multiplied by quantity. Increased total bid cost by $272.10.

Several items were corrected to be unit cost multiplied by quantity.

Item #26 05 00 gave total cost but no unit cost.

Item #33101 gave total cost but no unit cost.

Grand total is not equal to sum of all total costs. $4,169.41 difference.

Note: #506 Total was corrected to units multiplied by unit cost.

AGENDA ITEM #22.

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: **John E. Doshier, Parks Project Manager**

CC: **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation
Dudley Raymond R.L.A., Parks Planning and Business Development Manager

Date: **July 13, 2012**

Agenda Caption: **Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Dallas Off-Road Bicycle Association ("DORBA") for construction of a temporary 'Mountain Bike Trail' at Northwest Community Park.**

Action Requested: A proposed agreement has been formed with the Dallas Off-Road Bicycle Association (DORBA) and the City of Frisco to allow construction of a temporary 'Mountain Bike Trail' at Northwest Community Park.

Background Information: A proposed 'trail map' has been drawn as to the location of the trail, per attachment. "DORBA" will be responsible for the construction and maintenance of the trail. All materials used in construction shall be furnished by DORBA, unless both parties have agreed to other arrangements. The City of Frisco has agreed to provide flex-base parking spaces for 8-10 vehicles on the north end of the property serving as a 'trailhead' to the course. The trail improvements will remain property of the City of Frisco. The trail will be made available for usage to the general public, including DORBA members. DORBA has provided insurance to the City of Frisco that will be in place as the trail is being constructed later this summer.

This agreement is for three (3) years with a subsequent one (1) three (3) year term. The construction of the 'Mountain Bike Trail' also will aid in the criteria required for the

City of Frisco to obtain the 'Bike Friendly' accreditation designation which is one the future goals of the Parks and Recreation Department.

Board Review/Citizen Input: The Parks and Recreation Board and the CDC have reviewed and approved this project.

Alternatives:

- Approve
- Table
- Not Approve
- Direct Staff to make changes

Financial Considerations: N/A

Legal Review: The attorneys have reviewed this agreement.

Supporting Documents:

- Agreement & Insurance
- Map
- Resolution

Staff Recommendation: Approve the proposed agreement by and between the City of Frisco and DORBA to construct the trail.

CONSTRUCTION, MAINTENANCE AND USE AGREEMENT BETWEEN DALLAS OFF-ROAD BICYCLE ASSOCIATION AND THE CITY OF FRISCO

The *CITY OF FRISCO* ("FRISCO") and the *DALLAS OFF-ROAD BICYCLE ASSOCIATION* ("DORBA"), each organization acting by and through duly authorized officers, enter into this Construction, Maintenance and Use Agreement effective as of the 18 day of July, 2012 ("Agreement").

WHEREAS, DORBA, a Texas non-profit corporation, seeks to promote and provide off-road riding opportunities for its membership and has successfully cooperated with other governmental agencies in accomplishing trail projects; and

WHEREAS, FRISCO is interested in the development and maintenance of hike and bike trails within Northwest Community Park; and

WHEREAS, DORBA agrees to enter into an agreement with FRISCO for designing, constructing and maintaining a trail(s) for the purpose of recreational riding, ecological awareness training and future goodwill; and

NOW THEREFORE, for and in consideration of the premises and the mutual benefits thereof, the parties hereto agree as follows:

ARTICLE I. PROJECT

A. TRAIL CONSTRUCTION AND MAINTENANCE

1. DORBA will design the trail and provide recommended dimensions and specifications for the trail including trail distance, width, and level of difficulty.

2. The design and construction plans for the trail must be submitted and approved by FRISCO prior to DORBA beginning the construction and maintenance of the trail.

3. DORBA shall be solely responsible for the design, construction and maintenance of the trail. However, DORBA agrees that Frisco shall have the right to advise DORBA of necessary repairs and/or maintenance to the trail, and DORBA agrees to commence and complete said repairs and/or maintenance promptly and to the satisfaction of Frisco.

B. PUBLIC TRAIL OWNERSHIP

The trail is the property of FRISCO and will be made available for usage to the general public, including DORBA members. Any and all improvements, design

and/or construction "improvements" made, designed and/or constructed by DORBA within Northwest Community Park shall become the sole property of Frisco upon final acceptance of the improvements.

ARTICLE II. VOLUNTEERS

A. NOTIFICATION OF CONSTRUCTION AND MAINTENANCE

1. DORBA shall submit to FRISCO a list of DORBA Volunteers following every scheduled trail work. FRISCO staff shall be notified of scheduled DORBA workdays and shall allow DORBA Volunteers free access into designated work areas.

2. DORBA shall submit all proposed work to be reviewed and approved by FRISCO staff.

3. An accurate summary of all work activities, DORBA Volunteers and number of volunteer hours shall be submitted by DORBA to FRISCO.

B. INSURANCE / PROTECTIVE CLOTHING

1. DORBA shall provide and maintain the types and amounts of insurance set forth herein for and during all aspects of the terms of this Agreement. Dorba shall be required to provide and maintain general liability insurance with a minimum of One Million and No/100 ($1,000,000.00) per occurrence and Two Million and No/100 Dollars ($2,000,000.00) in the aggregate.

All insurance and certificate(s) of insurance shall contain the following provisions:

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

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

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

insurance shall also be provided to the City prior to the date the Agreement is renewed or extended.

2. For optimum safety, the use of protective materials including, but not limited to, protective eye wear, hard-soled or steel-toed shoes, long sleeve shirts shall be required for all volunteers and supplied by DORBA.

C. LIABILITY / INDEMNIFICATION

1. All DORBA Volunteers shall sign a Waiver of Liability releasing FRISCO and its officers and employees from all liability for personal injury or and/or damage to personal property incurred while participating in this project.

2. DORBA shall indemnify and hold harmless FRISCO and its officers and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, but not limited to, all expenses of litigation, including attorneys' fees, court costs and penalties, of any kind or nature, arising, directly or indirectly, from the existence, operation and/or enforcement of this Agreement, or arising from any actions or inactions or DORBA, its agents, servants, employees or Volunteers.

3. The parties agree that the language, terms and conditions provided for this Article II (c) is conspicuous and shall survive the termination of this Agreement.

ARTICLE III. GENERAL

A. CONSTRUCTION MATERIALS

1. All materials used in construction shall be furnished by DORBA, unless both parties have agreed to other arrangements. FRISCO shall retain ownership of any materials installed on the trail(s).

2. Natural materials such as rocks, logs, etc. shall be used in trail construction only with the approval of FRISCO. No natural materials shall be removed from Northwest Community Park by DORBA Volunteers without written approval from FRISCO.

B. TOOLS/EQUIPMENT/STORAGE

DORBA Volunteers shall be responsible for their own tools. FRISCO will provide specialty tools and equipment at its sole discretion. FRISCO staff shall be responsible for all FRISCO equipment and shall directly supervise its use.

C. DISPOSAL

DORBA shall coordinate with FRISCO for the removal and on-site disposal of unwanted construction materials or waste. DORBA Volunteers are responsible for removing their own trash and litter.

D. SUPERVISION

1. FRISCO representative(s) may be present to supervise trail work activities.

2. DORBA shall designate a Trail Coordinator to lead and be responsible for each work session. This Trail Coordinator shall organize the Volunteers, keep necessary written records, and account for all DORBA-owned equipment and tools.

3. All rules, Ordinances and regulations of FRISCO shall be observed and followed.

E. MODIFICATION OF AGREEMENT

This Agreement may be amended by written proposal signed by authorized agents of both FRISCO and DORBA. All amendments shall bear the conditions and intent of the original Agreement, unless specifically noted otherwise.

F. TERM

The term of this Agreement shall be for **three (3) years.** FRISCO shall have the option to renew this Agreement for one subsequent (1) year term. The parties understand and agree that FRISCO has master planned this park and the approved master plan does not allocate space for this type of trail. Upon beginning development of this park FRISCO will review the potential and have sole authority to decide if the trail will remain, be modified, altered, shortened or eliminated.

G. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, all improvements shall remain in place as FRISCO property.

H. BUDGET

DORBA shall be responsible for all costs associated with trail construction and trail maintenance unless other arrangements have been made by FRISCO.

I. SCOPE OF AGREEMENT

It is hereby understood and agreed by both parties that the sole purpose of this Agreement is to create and maintain a system of trails at Northwest Community Park that will benefit both parties.

J. MISCELLANEOUS PROVISIONS

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

   If to FRISCO, to: City Manager
   City of Frisco
   6101 Frisco Square Blvd.
   Frisco, Texas 75034

   If to DORBA, to: Pam Jackson
   DORBA President
   6333 E. Mockingbird Lane
   Dallas, Texas 75214

2. 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.

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

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

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

6. 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.

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

8. 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.

9. 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.

10. Sovereign Immunity. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

11. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

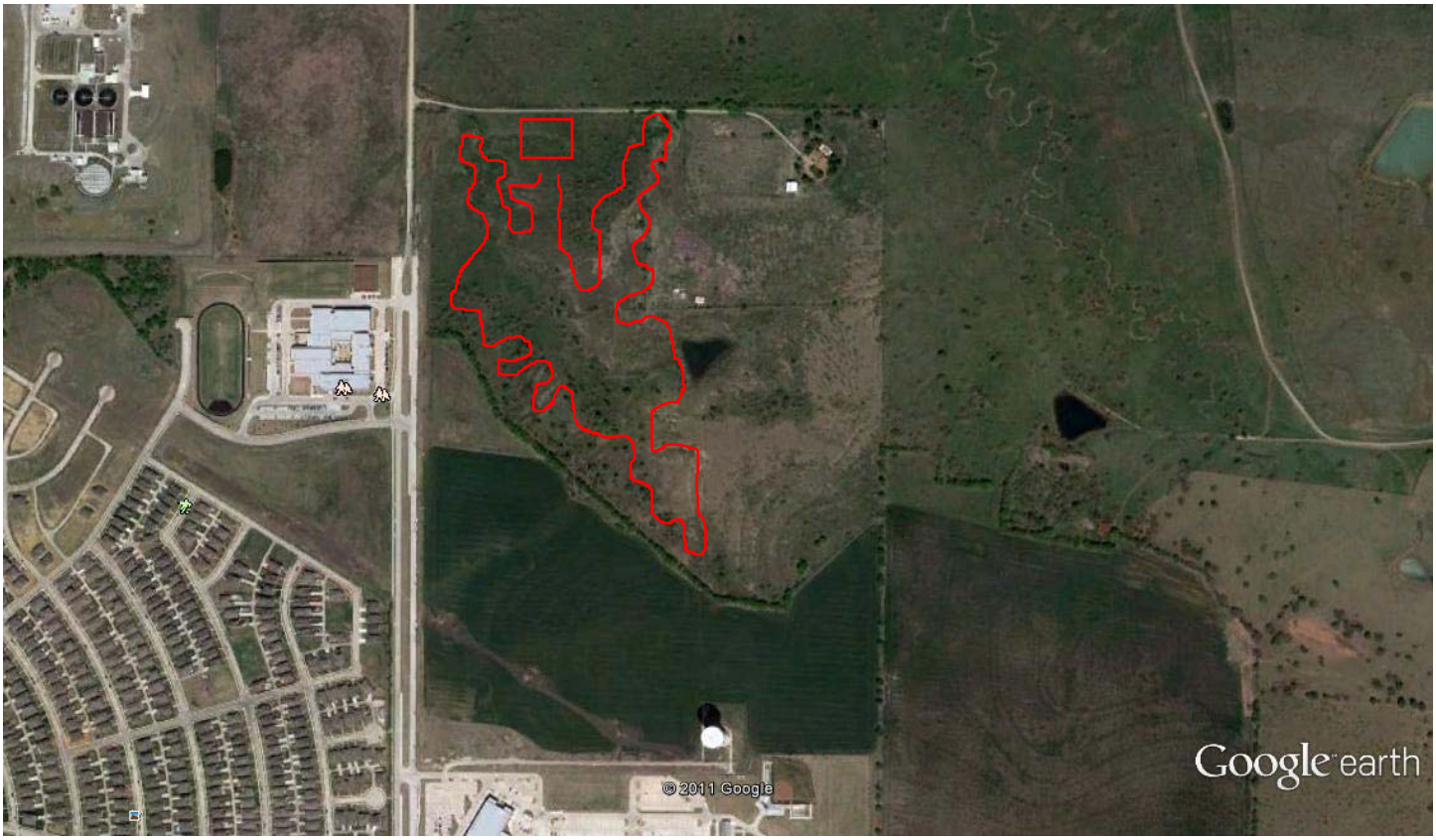
IN WITNESS HEREOF, the parties have executed this Agreement to be effective as of the date set forth above.

CITY OF FRISCO

By: _____
Mr. George Purefoy
City Manager
Date: _____

DALLAS OFF-ROAD BICYCLE ASSOCIATION

By: Pamela J Jackson
(Name)
President
Date: July 18, 2012



Google earth

feet 3000
km 1

Couple of things to highlight:
1. The box is where the parking lot should be located. This helps for a variety of reasons:
a.) access to the trail does not interfere with the high school
b.) a user of person working on the trail is not confined to "off school hours" for parking
c.) this eliminates traffic from Teel Rd. and allows users to be able to head north or south after using the trail instead of having to make u-turns if the parking lot is located further south.
d.) a user of the trail can get immediate access tot he trail rather than have to access the trail via a gravel road around the perimeter of the property.
2. The trail layout is only preliminary, but should work with the topography and limited tree cover.
3. The new point of contact for DORBA will be the Vice-President of Trails and Advocacy, Paul Johns (214-641-1452), shadowjohns@sbcglobal.net

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND DALLAS OFF-ROAD BICYCLE ASSOCIATION (DORBA), FOR CONSTRUCTION OF A TEMPORARY 'MOUNTAIN BIKE TRAIL' AT NORTHWEST COMMUNITY PARK.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Agreement by and between the City of Frisco and Dallas Off-Road Bicycle Association (DORBA), for construction of a temporary 'Mountain Bike Trail' at Northwest Community Park, which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #23.

FRISCO
PROGRESS IN MOTION

Department of Parks and Recreation
City of Frisco, Texas

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

From: **John E. Doshier, Parks Project Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation
Dudley Raymond R.L.A., Parks Planning and Business Development Manager

Date: **July 18, 2012**

Subject: **Consider and act upon accepting a bid and approve a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and California Construction, LLC. for construction of a 8' Hike and Bike trail beginning along the north side of Cottonwood Branch from Frisco Street eastward to North County Road.**

Action Requested: Staff requests that Council consider and act upon approving a resolution authorizing the City Manager to execute an agreement for construction of a 8' Hike and Bike trail from Frisco Street, eastward along the north side of Cottonwood Branch to BNSF Railroad, then north to All Stars Drive then east to North County Road in the amount of $166,746.25, lump sum fee.

Background Information: A feasibility study has been conducted during the past few months to determine several unknowns such as how to navigate under the RR trestle from First Street proposed trailhead as well as flood plain studies which would impact the overall cost and function of the pedestrian bridge and trail project.

Our feedback from BNSF Railroad concerning the RR trestle undercrossing was not acceptable to them unless the City built a pedestrian underpass culvert /tunnel/ pipe that was not part of the drainage system or creek area. After consideration, staff felt that this tunnel option would not be the best option due to budgetary considerations and instead, recommend redirecting the entrance to the trail to All Star Avenue instead of First Street.

At this time, staff recommends not building the pedestrian bridge over Cottonwood Branch due to budget considerations and developing an alternate solution, which is reflected on the concept design site map.

There were (9) nine bids submitted and California Construction, LLP was the apparent low bidder for this project. Staff, and our consultants, Studio 13 Design Group, reviewed the credentials and experiences of the contractor. They are currently building a 200 space parking facility for the City at Warren Sports Complex in which staff has been satisfied thus far with their performance and quality of work and find no reason not to award this project to the company.

Board Review/Citizen Input: The Parks and Recreation Board is aware of this project which is included in the 5 year capital improvement plan.

Alternatives:

- Approve
- Table
- Not Approve
- Direct staff to make changes

Financial Considerations: Funding for this project will be from the Park Dedication funds and a Collin County Grant.

Legal Review: The attorneys have reviewed and approved the agreement as to form.

Supporting Documents:

- Agreement
- Insurance
- Resolution
- Bid Tab
- Site map

Staff Recommendation: Approve agreement for construction of a hike and bike trail along Cottonwood Branch beginning at Frisco Street to North County in the amount of $166,746.25.

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

A101-2007 v:1.1 (4-20-09) City

AGREEMENT made as of the ___ day of _____ in the year Two Thousand Twelve (2012)
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

and the Contractor:
(Name, address and other information)

California Construction, LLC
44 Tranquil Pond Drive
Frisco, TX 75034
Telephone Number: 214-618-1041

for the following Project:
(Name, location and detailed description)

ARBJ File: Frisco 870008 0472 Park Contracts (Cottonwood Branch Trail)
Frisco, Texas
Cottonwood Branch Trail

The Architect:
(Name, address and other information)

Studio 13 Design Group
1740 Midway Road
Lewisville, TX 75056

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty (60) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Provisions are described in the A201– 2007 v:2 (7-28-11) Frisco General Conditions of the Contract for Construction, provided by Owner, attached hereto and incorporated herein for all purposes.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Sixty-Six Thousand, Seven Hundred Forty-Six Dollars and Twenty-Five Cents ($ 166,746.25), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None.

§ 4.3 Unit prices, if any: Those unit prices set forth in the Bid Form attached hereto as Exhibit "A" and incorporated herein for all purposes.
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit

§ 4.4 Allowances included in the Contract Sum, if any: None.
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

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substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Owner will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document *(Paragraphs deleted)* A201–2007.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

The rate of interest computed in accordance with the provisions of Texas Government Code, Section 2251.025.

§ 8.3 The Owner's representative:
(Name, address and other information)

John E. Doshier
Parks & Recreation Department
Parks Project Manager
6101 Frisco Square Blvd.
Frisco, TX 75034
972-292-6514
jdoshier@friscotexas.com

§ 8.4 The Contractor's representative:
(Name, address and other information)

Init.
/
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User Notes: (943214406)

Robert Bounds
California Construction, LLC
44 Tranquil Pond Drive
Frisco, TX 75034
214-618-1041
www.bobby@calcontex.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§8.6.1 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§8.6.2 WORKING TIME AND WORKING RESTRICTIONS
§8.6.2.1 THE ENTIRE BUILDING IS TOBACCO-FREE AT ALL TIMES AND APPLIES TO ALL OCCUPANTS.

§8.6.2.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§8.6.2.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§8.6.2.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§8.6.2.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§8.6.2.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007 v:2 (7-28-11) Frisco , General Conditions of the Contract for Construction provided by Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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/
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Document	Title	Date	Pages

§ 9.1.4 The Specifications: All Specifications to which the Contract and Bid Documents, Cottonwood Branch Trail, City of Frisco, Texas, dated April 30, 2012, prepared by Studio Design Group, and attached hereto as Exhibit "B", refer.

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Title of Specifications exhibit: Exhibit B.
(Table deleted)
§ 9.1.5 The Drawings: All Drawings to which the Hardscape Plans, Cottonwood Branch Trail, City of Frisco, Collin County, Texas, attached hereto as Exhibit "C", refer.
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Title of Drawings exhibit: Exhibit C.
(Table deleted)
§ 9.1.6 The Addenda, if any: See Exhibit D.

Number	Date	Pages
Addendum No. 1	June 11, 2012	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Owner's Request for Proposal
2. Contractor's Response to Request for Proposal

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(Paragraph deleted)

Type of insurance or bond	Limit of liability or bond amount (

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/
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User Notes: (943214406)

This Agreement entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

City of Frisco, Texas	California Construction, LLC
By:	By:
OWNER *(Signature)*	CONTRACTOR *(Signature)*
	Robert Bounds - President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:02:08 on 07/26/2012.

PAGE 1

A101-2007 v:1.1 (4-20-09) City

AGREEMENT made as of the ___day of _____in the year Two Thousand Twelve (2012)
(In words, indicate day, month and ~~year.~~)year)

...

(Name, ~~legal status,~~ address and other information)

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

...

(Name, ~~legal status,~~ address and other information)

California Construction, LLC
44 Tranquil Pond Drive
Frisco, TX 75034
Telephone Number: 214-618-1041

...

ARBJ File: Frisco 870008 0472 Park Contracts (Cottonwood Branch Trail)
Frisco, Texas
Cottonwood Branch Trail

...

(Name, ~~legal status,~~ address and other information)

Studio 13 Design Group
1740 Midway Road
Lewisville, TX 75056

PAGE 2

The commencement date will be fixed in a notice to proceed.

...

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User Notes: (943214406)

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty (60) days from the date of commencement, or as follows:

PAGE 3

Provisions are described in the A201– 2007 v:2 (7-28-11) Frisco General Conditions of the Contract for Construction, provided by Owner, attached hereto and incorporated herein for all purposes.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Sixty-Six Thousand, Seven Hundred Forty-Six Dollars and Twenty-Five Cents ($ 166,746.25), subject to additions and deductions as provided in the Contract Documents.

...

None.

§ 4.3 Unit prices, if any: Those unit prices set forth in the Bid Form attached hereto as Exhibit "A" and incorporated herein for all purposes.

...

Item	Units and Limitations	Price Per Unit(~~$0.00~~)

§ 4.4 Allowances included in the Contract Sum, if any: None.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.

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.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (~~%~~). 5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (~~%~~);5.00%);

...

None.

PAGE 5

The ~~Architect~~ Owner will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document ~~A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.~~

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User Notes: (943214406)

~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

A201–2007.

...

[X] Litigation in a court of competent jurisdiction

...

~~%~~–The rate of interest computed in accordance with the provisions of Texas Government Code, Section 2251.025.

...

John E. Doshier
Parks & Recreation Department
Parks Project Manager
6101 Frisco Square Blvd.
Frisco, TX 75034
972-292-6514
jdoshier@friscotexas.com

PAGE 6

Robert Bounds
California Construction, LLC
44 Tranquil Pond Drive
Frisco, TX 75034
214-618-1041
www.bobby@calcontex.com

...

§8.6.1 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§8.6.2 WORKING TIME AND WORKING RESTRICTIONS
§8.6.2.1 THE ENTIRE BUILDING IS TOBACCO-FREE AT ALL TIMES AND APPLIES TO ALL OCCUPANTS.

§8.6.2.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§8.6.2.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

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§8.6.2.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

...

§ 9.1.2 The General Conditions are AIA Document ~~A201–2007,~~ A201–2007 v:2 (7-28-11) Frisco , General Conditions of the Contract for ~~Construction.~~Construction provided by Owner.

PAGE 7

§ 9.1.4 The Specifications: All Specifications to which the Contract and Bid Documents, Cottonwood Branch Trail, City of Frisco, Texas, dated April 30, 2012, prepared by Studio Design Group, and attached hereto as Exhibit "B", refer.

...

Title of Specifications exhibit: Exhibit B.

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

§ 9.1.5 The Drawings: All Drawings to which the Hardscape Plans, Cottonwood Branch Trail, City of Frisco, Collin County, Texas, attached hereto as Exhibit "C", refer.

...

Title of Drawings exhibit: Exhibit C.

~~Number~~	~~Title~~	~~Date~~

§ 9.1.6 The Addenda, if any: See Exhibit D.

...

Addendum No. 1	June 11, 2012	1

...

1. Owner's Request for Proposal
2. Contractor's Response to Request for Proposal

...

~~*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*~~

Type of insurance or bond	Limit of liability or bond amount ~~($0.00)~~

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User Notes: (943214406)

This Agreement entered into as of the day and year first written ~~above.~~above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

City of Frisco, Texas	California Construction, LLC
By:	By:

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

A201-2007 v2 (7-28-11) Frisco Insurance Requirements 2/2009

for the following PROJECT:
(Name and location or address)
ARBJ File: Frisco 870008 0472 Park Contracts (Cottonwood Branch Trail)
Cottonwood Branch Trail
Frisco, Texas

THE OWNER:
(Name, legal status and address)
City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

THE ARCHITECT:
(Name, legal status and address)
Studio 13 Design Group
1740 Midway Road
Lewisville, TX 75056

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include the bidding documents as listed in the Instructions to Bidders and any alterations made thereto by addenda. In the event of a conflict or contradiction within the Contract Documents and for the resolution of same, the following order of hierarchy shall prevail:

1) Contract;
2) Addenda;
3) Supplementary General Conditions;
4) General Conditions;
5) Specifications;
6) Drawings;
7) Instructions to Bidders;
8) Invitation to Bid;
9) Sample Forms.

§ 1.1.1.1 The Contractor acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. This Agreement was the result of negotiations between the Owner and Contractor, and has been reviewed by the Owner, Contractor and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of both parties and no ambiguity shall be construed in favor of or against either party.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, plant, supplies, skill, supervision, transportation, services and other facilities and things necessary or proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the contract documents. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the Owner.

§ 1.1.9 EQUAL TO (OR APROVED EQUAL)
Products by manufacturers other than those specified in the Contract Documents which the Contractor may submit for substitution as equal to those specified in the Contract Documents and which may be incorporated in the Work after review and acceptance by the Architect of the information about such products and acceptance by the Owner.

§ 1.1.10 FORCE MAJEURE
An act of God, fire, tornado, hurricane, flood, earthquake, explosion, war on American soil, civil disturbance, labor strikes, and similar unavoidable circumstances beyond Contractor's control, not caused by the negligent act or omission of Contractor or breach of this Agreement, its Subcontractors, or anyone else for whom Contractor is responsible, and not caused by Contractor's breach of a project labor or a "no strike" agreement.

§ 1.1.11 KNOWLEDGE
The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the work. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent contractor familiar with the work and in accordance with the highest standards in the contracting profession.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§1.2.1.1 Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§1.2.4 Specifications determine nature and setting, workmanship and quality of materials; Drawings establish the design, quantities, dimensions and details; schedules give locations.

§1.2.5 Similar conditions may be illustrated by a single detailed drawing. The drawing may be subject to minor adjustments as directed by the Architect to satisfy exact and specific conditions. If discrepancies appear, Contractor

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shall request interpretation from the Architect prior to proceeding with the Work. Contractor shall not make such interpretations by himself, except at his own risk, responsibility and expense.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

(Paragraph deleted)

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.6.1 AIA Document E201-2007 is hereby made a part of the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Paragraph Intentionally Deleted.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 2.2.3.1 The furnishing of such information by the Owner shall not relieve the Contractor from its duties under the Contract Documents, specifically as to inspection of the site and the Contract Documents. The Owner shall not be required to furnish the Contractor with any information as to subsurface conditions. If the Owner or the Architect has made any investigations of subsurface conditions, such investigations were made solely for the information of the Owner and Architect and not for the Contractor's information. No such information shall be construed to be a part of the Contract Documents. The Contractor acknowledges that, if Owner or Architect furnishes any such information to the Contractor, no waiver of the foregoing shall be implied, and the Contractor shall not be entitled to rely on such information but rather shall conduct its own investigation of such subsurface conditions. Further, no warranty of the accuracy of any such information shall be implied. The Contractor warrants that it is experienced in the type of Work undertaken pursuant to this contract and has the necessary expertise to form its own conclusions as to the necessity for conducting investigations of a type and nature as is calculated by Contractor to provide it with the necessary information so as to properly carry out the Work hereunder. If the Contractor discovers conditions that vary from those that it anticipated, whether such anticipation was reasonable or not, the Contractor's sole remedy against the Owner will be an extension of the Contract Time, but in no event will such condition entitle the Contractor to an increase in the Contract Sum.

§ 2.2.4 The information identified in Section 2.2.3, above, is not warranted or represented by the Owner to be accurate. The Contractor will not be entitled to rely on it and if the Contractor does rely on such information, then Contractor does so at its own risk. When such information is provided by the Owner, the Contractor acknowledges that the Owner has not verified such information. Site plans prepared by Owner's design professionals or others are based on surveys performed by consultants, and have not been verified by the Owner. Site plans do not constitute any representation by the Owner to the Contractor of Site boundaries or other characteristics.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, nor shall the exercise of the Owner's right hereunder give rise to any claim by Contractor for additions to the Contract Sum or Contract Time.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure.

§ 2.5 ADDITIONAL RIGHTS

§ 2.5.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

§ 2.5.2 The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the Project **with cause but without cost** to the Owner. Such requests from the Owner may be made verbally or in writing and may be done directly or indirectly through the Architect/Engineer or on-site representative. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruptive to the facility or others, poor management, cause delay or delays, disruptive to the project, will not strictly adhere to facility procedures and project requirements either willfully or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.

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ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters that may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If a dimensional discrepancy exists, the Contractor shall take field measurements required for the proper fabrication and installation of the work. Upon commencement of any items of work, the Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless such error, inconsistency or omission could be ascertained from a careful study of the Contract Documents.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 Contractor acknowledges that timely completion of the Work in accordance with the terms of said Documents is of crucial importance to Owner, Contractor shall provide the best skill and judgment of its officers and employees and shall cooperate with Owner and Architect to further the interests of Owner and to bring about timely completion of the Work. Contractor shall furnish sufficient business administration and superintendence and provide at all times an adequate supply of labor and materials to secure execution of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of Owner. In the event of delays or/or unforeseen events, whether or not the same should entitle Contractor to an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8 hereof, Contractor shall use diligent efforts to maintain scheduled completion dates. Such efforts shall include rephasing events, decreasing overly conservative durations on subsequent events, increasing activity overlap, and using float on noncritical events. The float available in the Progress Schedule shall be used by Owner and Contractor whenever possible to offset the impact of delays. Contractor shall be responsible for coordinating its Work with the Work of any other contractors and/or activities at the job site.

§ 3.3.2 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work in accordance with the requirements of the Contract Documents.

(Paragraph deleted)

§ 3.3.3. Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract or other arrangement with Contractor.

§ 3.3.4 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of the Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.5 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect under the Contract for Construction or by test, inspections, or approvals required or performed by persons other than Contractor.

§ 3.3.6 Contractor shall be responsible for inspection of portions of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including coordinating deliveries, storage, installations, and use of construction utilities. Contractor shall be responsible for the space requirements, location, and routing of its equipment. In areas and locations where the proper and most effective space shall meet with all others involved before installation to plan the most effective and efficient method of overall installation.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the building(s) and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, the Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments, arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement

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with the adjacent property Owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elevations shown on the Drawings and Specifications or found in previous work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the mis-description of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§3.3.11 Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with State of Texas HB 662 and HB 665. On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in the safe execution of trenching and shoring, unless other procedures are reviewed and accepted in writing by the applicable authorities prior to commencing trenching work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Smoking and chewing of tobacco products is prohibited in enclosed new construction. No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

§3.4.4 Not later than 30 days from the contract date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each major product identified in the specifications and the name of the installing subcontractor.

§3.4.5 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products equal to those specified.

§3.4.6 By making requests for substitutions based on Subparagraph 3.4.5 above, the Contractor:

- **.1** represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- **.2** represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- **.3** certifies that the cost data presented is complete and includes all related costs under this Contract

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except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§3.4.7 The Contractor shall not use any materials in the work that contain lead or asbestos materials in excess of amounts allowed by local/state standards, laws, codes, rules and regulations, Federal Environmental Protection Agency (EPA) standards and the Federal Occupational Safety and Health Administration (OSHA) standards, whichever are most restrictive.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that all workmanship shall be of the highest quality and in full conformance with the Contract Documents, and that all labor shall be performed by persons well qualified in their respective trades. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay all sales, consumer, use and other similar taxes required by law. The Owner is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may issue an exemption certification(s) in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment and other tangible personal property incorporated into the property being improved by virtue of this Contract, as well as all materials, supplies, equipment, and other tangible personal property used or consumed by the Contractor in performing this Contract with the Owner. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any such exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the

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Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons and such determination shall be final and binding.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 Prior to starting Work, Contractor shall designate the Project Manager, Superintendent, and other key individuals who shall be assigned to the Project through and including Final Completion. The Superintendent shall be in attendance at the Project site throughout the Work, including completion of the punchlist. The Superintendent shall be approved by Owner in its sole discretion. Said representative shall be qualified in the type of Work to be undertaken and shall not be changed during the course of construction without the prior consent of Owner. Should a representative leave Contractor's employ, Contractor shall promptly designate a new representative. Owner shall have the right, at any time, to direct a change in Contractor's representative if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contract may, at Owner's option, be terminated for cause. The Superintendent shall represent Contractor, and communications given to the Superintendent shall be as binding as if given to Contractor. Owner shall have no obligation to direct or monitor Contractor's employees.

(Paragraphs deleted)

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 Contractor, promptly after being awarded the Contract for Construction and before commencing Work, shall prepare and submit for Owner's and Architect's review and approval a preliminary schedule for the Work. Within ten (10) days following Owner's Notice to Proceed, Contractor shall provide to Owner and Architect a schedule of performance of the Work, showing timely completion of the Work and timely achievement of each Milestone Date as required by the Contract for Construction and meeting all other requirements of this Section 3.10 (the "Progress Schedule"). Upon receipt of Contractor's proposed Progress Schedule, Owner may accept the proposed Progress Schedule as submitted or reject it, noting deficiencies. If such schedule is requested, the deficiencies noted shall be corrected and a new proposed Progress Schedule shall be submitted within ten (10) days. In any case, a complete Progress Schedule must be approved by Owner prior to any payments' being made.

§ 3.10.2 The Progress Schedule shall be in the form of a network using critical path methodology (CPM), clearly showing construction activities, dependencies, and durations. The critical path activities shall be highlighted, float time for noncritical activities shall be shown, and the start and stop stated for each activity shall be listed. Longer-duration activities shall be broken into subactivities when the Work can be completed in phases (i.e., south

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half, north half, etc.). Contractor will be allowed flexibility in schedule, logic, and content; however, the Progress Schedule must be broken down by all trades, indicating ordering, delivery, and Milestone Dates, and the following activities must be included in all cases, if covered by the Scope of Work: (a) award of Contract; (b) site delivery and mobilization; (c) demolition; (d) pour foundations; (e) underground utilities; (f) pour slabs phase; (g) exterior walls phase; (h) columns; (i) floor and roof structure phase; (j) roof decking; (k) roofing (drying); (l) HVAC duct work; (m) fire sprinkler piping; (n) interior stud walls phase; (o) drywall; (p) lath and plaster phase; (q) painting phase; (r) ordering and delivery of long-lead materials; (s) completion of any parking structures; and (t) Milestone Dates. For all long-lead materials and for the purchase of any materials or equipment with a cost of $5,000 or more, the Progress Schedule shall include a Material Purchase Log, indicating the item of material or equipment, the quantity required, the estimated lead time, and, to the extent known, Contractor's purchase order number, the date ordered, the scheduled delivery date, and the actual or committed delivery date.

§ 3.10.3 Contractor shall perform the Work in accordance with the Progress schedule as well as within the Milestone Dates and completion dates specified in the Contract for Construction. The times set forth in the Contract for Construction for all Milestone Dates and the time of completion must govern, and the Progress Schedule must be adjusted to meet these dates. Contractor shall maintain such Progress Schedule on a current basis in accordance with the provisions of this Section 3.10 and shall keep proper records to substantiate actual activity durations and completion dates.

§ 3.10.4 Contractor shall submit to Owner monthly with each application for payment, and at such additional times as may be required by Owner, three copies of a Monthly Status Report in such form as Owner reasonably requests. Each Monthly Status Report shall concisely but completely describe, in narrative form, the then current status of the Work including, without limitation:

§ 3.10.4.1 A review of actual progress during the month in comparison to the Progress Schedule and, if actual progress is behind schedule, discussion of any "workaround" or "catch-up plan" that Contractor has employed or will employ to recover the original Progress Schedule;

§ 3.10.4.2 A concise statement of the outlook for meeting future Progress Schedule dates, and the reasons for any change in outlook from the previous report;

§ 3.10.4.3 A concise statement of significant progress on major items of Work during the report period, and progress photographs as necessary to document the current status of the Work;

§ 3.10.4.4 A review of any significant technical problems encountered during the months and the resolution or plan for resolution of such problems;

§ 3.10.4.5 An explanation of any corrective action taken or proposed;

§ 3.10.4.6 A complete review of the status of Change Orders, including a review of any changes in the critical path of the construction Progress Schedule which result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;

§ 3.10.4.7 A summary of any Claims anticipated by Contractor with respect to the Work, including the anticipated cost and schedule impacts of any such Claims;

§ 3.10.4.8 A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which Contractor could be entitled to an extension of the Contract Time;

§ 3.10.4.9 A marked copy of the current Progress Schedule showing the status of each element of the Work; and

§ 3.10.4.10 An updated Material Purchase Log.

§ 3.10.5 Contractor shall submit to Owner monthly with each application for payment, and at such additional times as may be required by Owner, for Owner's review and approval, three copies of an updated Progress Schedule meeting all the requirements of this Section 3.10, including:

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§ 3.10.5.1 Actual versus estimated percent completion for each activity and Project total;

§ 3.10.5.2 Actual versus estimated work in place for each activity and Project total;

§ 3.10.5.3 Actual versus estimated manpower for each activity and Project total;

§ 3.10.5.4 Actual versus estimated cash flow; and

§ 3.10.5.5 Any change in the critical path.

§ 3.10.6 If the progress of the Work is behind the Progress Schedule to such an extent that Owner reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Progress Schedule, including without limitation any Milestone Date, Owner may direct Contractor to accelerate its work, at Contractor's own cost, without any adjustment to the Contract Sum. Such acceleration may include employing such additional forces or paying such additional overtime wages as may be required to place the progress of the Work in conformity with the Progress Schedule and to assure timely substantial completion of the Work and achievement of all Milestone Dates.

§ 3.10.7 In addition, if the progress of the Work is behind the Progress Schedule to such an extent that Owner reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Progress Schedule, including without limitation any Milestone Date, or Contractor fails to take prompt and adequate corrective action to Owner's satisfaction to bring the progress of the Work in compliance with the Progress Schedule, Owner may, in addition to any other right or remedy provided herein, proceed as provided in Sections 2.3 or 2.4.

§ 3.10.8 Whenever significant changes to the Project occur, such as added or deleted activities, they must be reflected on a revised Progress Schedule to be submitted Owner for its review and approval.

§ 3.10.9 Contractor shall be responsible on a daily basis to maintain all information which affects the length of specific activities on the Progress Schedule, times when Contractor will perform specific jobs, and other data relevant to the Progress Schedule as required by the Architect or Owner, Contractor shall make available at any time such information for review by the Architect or Owner.

§ 3.10.10 Contractor shall prepare and keep current, for Architect's review, a schedule of submittals which is coordinated with Contractor's Progress Schedule, and allow the Architect reasonable time to review submittals.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which

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the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Should the Contractor Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

§3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§3.13.2 The Contractor shall ensure that the Work is at all times performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Document, Contractor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Work in the event of partial occupancy. Contractor shall assume full responsibility for any damage to the property comprising the Work or to the owner or occupant of any adjacent land or areas resulting from the performance of the Work.

§3.13.3 Operating systems, utilities and services, serving the existing building and project site shall be maintained in operation to serve the needs of the building and site not involved in the Work under this Contract at all times during the progress of the Work under the Contract, accept for such short periods as are absolutely necessary to perform the Work. Such operating systems, utilities and services include, but are not limited to, water, electric power, natural gas, heating, ventilating, air conditioning, sanitary sewer, fire alarm, telephone, security, cable television and communications cabling. Prior to interrupting or otherwise affecting any such operating system, utility or service, Contractor shall consult with Owner and Architect to establish a mutually satisfactory schedule for cut over, cut off, disruption or other change in operation of the affected system, utility or service. Owner may require that such cut over, cut off, disruption or change in operation be made to occur after normal working hours or on holidays or weekends. Such agreed upon times and dates shall be clearly indicated in a written memorandum among the parties; and once established and agreed to, schedules of disruption of systems, services and utilities shall be strictly adhered to, unless later changed in writing by mutual agreement of the parties.

§3.13.4 The Contractor shall not permit any workers to use any existing facilities at the site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by Owner. The Contractor, Subcontractors of any tier, suppliers and employees shall comply with instructions or regulations of the Owner governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of Owner's operations.

§3.13.5 The General Contractor shall provide and maintain temporary "all-weather" emergency vehicle access roads as Fire Lanes, as required by the appropriate governmental entity having jurisdiction, until complete construction of all fire lanes. Fire lanes shall be maintained and remain accessible at all times.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract and shall be responsible for daily clean-up of construction materials and dust control. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project and shall clean all glass surfaces and leave the Work "broom clean", or its equivalent, except as otherwise specified.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

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§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect, and their representatives, access to the Work in preparation and progress at all times and wherever located and shall provide proper and safe facilities for such access.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Owner's officers and trustees, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), caused in whole or in part by any act or omission, whether negligent or otherwise, of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 The Contractor shall maintain a set of Record Drawings on site in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (1) bidding addendums, (2) executed change orders, (3) deviations from the Drawings made during construction; (4) details in the Work not previously shown; (5) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (6) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs; and (7) such other information as either Owner or Architect may reasonably request. The prints for Record Drawing use will be a set of "blue line" prints provided by Architect to Contractor at the start of construction. Upon Substantial Completion of the Work, Contractor shall deliver all Record Drawings to Owner and Architect for approval. If not approved, Contractor shall make the revisions requested by Architect or Owner. Final payment and any retainage shall not be due and owing to Contractor until the final Record Drawings marked by Contractor as required above are delivered to Owner.

§ 3.20 The Contractor shall submit four (4) volumes of operating instructions and service manuals to the Architect at the time of Substantial Completion, or as soon thereafter as practicable. Submission of all of the following shall be a condition precedent to Final Payment to the Contractor. The operating instructions and service manuals shall contain:

.1 Start-up and Shutdown Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available, they may be incorporated into the operating manual for reference.

.2 Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.

.3 Equipment List: List of all major equipment as installed shall include model number, capacities, flow rate, and name-plate data.

.4 Service Instructions: The Contractor shall be required to provide the following information for all pieces of equipment.

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(a) Recommended spare parts including catalog number and name of local suppliers or factory representative.
(b) Belt sizes, types, and lengths.
(c) Wiring diagrams.

.5 Manufacturer's Certificate of Warranty:
Manufacturer's Certificate of Warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year from the date of Substantial Completion. Where longer period is required by the Contract Documents, the longer period shall govern.

.6 Parts catalogs: For each piece of equipment furnished, a parts catalog or similar document shall be provided which identifies the components by number for replacement ordering.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract Documents, and any such determination shall be communicated through the Architect.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§5.2.5 Upon request, the Contractor shall provide to the Owner an executed copy of all subcontracts, purchase orders, and other agreements relating to the Work.

§5.2.6 The Contractor shall not sublet the Work as a whole. The approval of subcontractors in no way relieves the Contractor from full responsibility.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

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.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall be relieved of any legal responsibility under the subcontract if the successor contractor assumes Owner's obligations under the subcontract.

§5.5 OWNER PAYMENTS TO SUBCONTRACTORS

§5.5.1 In the event of any default hereunder by the Contractor, or in the event the Owner or Architect fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount is paid the Subcontractor shall be deducted from the payment to the Contractor.

§5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the

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Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount as determined by Owner. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

§ 7.5 AGREED OVERHEAD AND PROFIT RATES

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§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit price method, overhead and profit combined shall be calculated at the following percentages of the cost attributable to the change in the Work:

.1 For the Contractor for Work performed by the Contractor's own forces, ten percent (10%) of the cost;

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent (5%) of the amount due the Subcontractor;

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost;

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor;

.5 Costs to which overhead and profit is to be applied shall be determined in accordance with Sub-subparagraphs 7.3.7.1 through 7.3.7.5;

.6 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;

.7 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, material, and subcontracts. When major cost items are Subcontracts, they shall be itemized also.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§8.1.5 Claims for extension of time shall be stated in whole or half calendar days.

§8.1.6 The Contractor shall be substantially complete with all work shown on or before the date specified for substantial completion in the Contract Documents. Extensions to the Completion Date will be granted only if, in the opinion of the Architect, climatological conditions that impede the progress of construction significantly exceed average conditions for the local area. A guide for average climatological conditions will be the bulletin "Local Climatological Data," published by the Department of Commerce. No request for an extension of time due to weather conditions will be considered unless accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to any of the past five (5) years.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by a wrongful act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by other causes that the Architect and Owner determines may justify delay,

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then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Extensions of time shall be granted only because of delay preventing the execution of the major items of work critical to the schedule for completion of the Work.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§8.3.4 In the event that the Owner has specified a stipulated completion date, the provisions of 8.3.1 through 8.3.3 do not apply. However, in the event of delay(s) fully beyond the Contractor's control, the Owner may authorize by change order reimbursement for additional costs to accelerate the construction in order to maintain the stipulated completion date.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and is the maximum amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum may only be increased pursuant to a Change Order signed by the Owner. Completion of the Work is a condition precedent to Owner's obligation to pay the full Contract Sum.

§ 9.2 SCHEDULE OF VALUES

Before any work is done on the site and before the first Application for Payment, the Contractor shall submit to the Architect a schedule or breakdown showing the respective amounts (called "values" for convenience) properly allocable to the various portions of the work and aggregating the total contract sum. Each respective amount or value shall include its part of overhead and profit so that the sum of the items will total the contract sum. Such schedule of values will be prepared so as to facilitate payments by the Contractor to his Subcontractors and shall follow the trade divisions of the specifications so far as practicable. Such schedule and the amount therein shall be in such detail and supported by such data to substantiate its accuracy as the Architect may require. Such schedule, when approved by the Architect; unless it be found to be in error, shall be used only as a basis for the Contractor's Applications for Payment and shall not be taken as evidence of market or other value.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, submitted in quadruplicate.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

§9.3.1.4 Contractor is to submit to Architect within 15 days of execution of Owner/Contractor Agreement proposed sample of Lien Waiver and Bills Paid affidavit forms for review and acceptance for this Contract.

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§9.3.1.5 Monthly Applications for Payment shall include waivers of liens for all work included in the previous months' application for payment. Waiver of Liens for the subcontractors and materialmen shall be the total amount paid prior to the previous months' application for payment.

§9.3.1.6 With each Application for Payment, Contractor shall certify that such Application for Payment represents a just estimate of cost reimbursable to the Contractor under the terms of the Contract Documents and shall also certify that there are not any Mechanics' or Materialmen's Liens outstanding at the date of this Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, and that there is no known basis for the filing of any Mechanics' or Materialmen's Liens against the Surety in connection with the Work, and that waivers and bills paid affidavit forms from all subcontractors and materialmen have been or will be obtained in such form as the Owner may require.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§9.4.3 Contractor shall include as a separate and distinct line item on his pay request a value for trenching and shoring operations. Contractor shall attach to pay request a notarized letter from shoring engineer that designed Contractor's trenching and shoring systems, addressed to Owner, attesting that engineer has (1) reviewed trenching and shoring systems installed in field and found them in conformance with shoring engineer's detailed plans and specifications, (2) line item on Contractor's pay request accurately represents work installed and/or materials on site, and (3) engineer recommends payment to Contractor of line item for trenching and shoring based on engineer's observations.

§9.4.4 Contractor's monthly Application for Payment that is submitted without required letter from Contractor's shoring engineer described by Subparagraph 9.4.3 is subject to return without review until letter is submitted.

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§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 repeated failure to carry out the Work in accordance with the Contract Documents; or

.8 failure to submit a written plan indicating action by Contractor to regain time schedule for completion of Work within the Contract Time.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of any Work.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

(Paragraph deleted)

§ 9.8.1. Substantial Completion is the stage in the progress of the Work when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner may occupy and utilize the Work as a whole for the use for which it is intended.

§ 9.8.2 When the Contractor considers that the Work is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 Whenever in the opinion of the Architect any section or portion of the Work may be used or occupied by the Owner without interference to the remaining Work, such section or portion may be so used and occupied, and neither such partial use and occupancy nor any insurance, if purchased by Owner in connection therewith, shall constitute an acceptance of any such Work, or portion thereof, as either substantially complete or complete. Such opinion of Architect shall be in writing and shall state, with respect to the portions to be so used and occupied, the date or dates of commencement of Contractor's warranties and Owner's obligations to maintain.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 In the event of partial use and occupancy by Owner, the Work, or any portion thereof, shall not be deemed substantially complete until the entire Work is substantially complete; and such partial use and occupancy shall not commence any warranty period under the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in full force after final payment is currently in effect and will not be materially reduced or canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner; (3) a written statement satisfactory to the Owner that the insurance will cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract for Construction, to the extent and in such form as may be designated by the Owner and Owner's lender; (6) certification by the Contractor that (i) all Work has been completed in accordance with the Contract Documents, (ii) the final Application for Payment includes all claims of the Contractor against the Owner arising in connection with the Project and constitutes a waiver and release of any and all claims not presented in that application except for claims arising out of third party actions, cross-claims and counterclaims, and (iii) the Record Drawings maintained by the Contractor pursuant to the Contract Documents and delivered to the Owner or Architect are compete and accurate in all respects; and (7) evidence of compliance with all requirements of the Contract Documents, such as notices, certificates, affidavits, or other requirements to complete obligations under the Contract Documents, including but not limited to (i) instruction of the Owner's representatives in the operation of mechanical, electrical, plumbing, and other systems; (ii) delivery of keys to the Owner with keying schedule (master, submaster, and special keys); (iii) delivery to the Owner of the Contractor's warranties as set forth in the Contract Documents and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Architect's review and delivery to the Owner; (iv) delivery to the Owner of printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work (parts lists and special tools for mechanical and electrical work) in approved form; (v) delivery to the Owner of the Record Drawings; (vi) delivery to the Owner of a Final Waiver and Release of Liens covering all Work for itself and for each Subcontractor, vendor, and material supplier who furnished labor, materials, and services to the Work, executed by an authorized officer and duly notarized; (vii) delivery to the Owner of final waivers of lien from each subcontractor and material supplier who furnished labor, materials, and services to the Work, executed by their respective officers and duly notarized; and (viii) delivery of sales and use tax certificate number of the Contractor. In addition to the foregoing, all other submissions required by other Articles and Paragraphs of the Specifications and other Contract Documents shall be submitted to the Owner before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the Owner and Owner's lender (if any), the Contractor must furnish a bond satisfactory to the Owner and Owner's lender (if any) to indemnify the Owner and Owner's lender (if any) against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and attorneys fees.

§9.10.2.1 In addition to items listed in 9.10.2 to be submitted before Final Payment will be made or remaining retainage released, Contractor shall deliver a permanent certificate of occupancy from local inspection authorities.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall
(Paragraphs deleted)
not constitute a waiver of any Claims by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 In addition to any other damages, failure of the Contractor to achieve final completion within sixty (60) days after the specified date of Substantial Completion, subject to authorized extensions, will result in the Contractor's being responsible for excess Architect's fees. Excess Architect's fees include the cost incurred after sixty (60) days beyond the date of Substantial Completion. Excess Architect's fees will be deducted from the amount due the Contractor.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.2.1 If the Contractor fails to give such notices or fails to comply with such laws, ordinances, rules, regulations, and lawful orders, it shall be liable for and shall indemnify and hold harmless the Owner and the Architect and their respective employees, officers, and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorneys' fees, imposed on or incurred by the parties indemnified hereunder.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§10.2.8 The Contractor shall protect and be responsible for any damage to his work or material, from the date of the agreement until the acceptance of the work and shall make good without cost to the Owner, any damage or loss that may occur during this period, except that in the event of partial or total occupancy by the Owner prior to final acceptance, the Owner shall be responsible for any damage caused by such partial or total occupancy. The Contractor shall handle all materials directed, so that it may be inspected by the Architect. All material affected by the weather shall be covered and protected to keep it free from damage while being transported to the site, as well as when it is stored on the site.

§10.2.9 The Contractor shall have full responsibility for preventing overstress of any structure or any part of member of it during construction. The Contractor shall fully check the effect of his operations in this regard, and shall provide all temporary support and connections required.

§10.2.10 The Contractor at his own expense and option shall employ watchmen or erect adequate fencing at such time as necessary to protect or attend his work, including times when building exterior is breached to protect it and its contents.

§ 10.2.11 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept, or used in or about the Project site except to the extent such Hazardous Materials: (i) are necessary for the prosecution of the Work; (ii) are required pursuant to the Contract Documents; and (iii) have been approved in writing by Owner. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus Hazardous Materials, as well as any other Hazardous Materials that have been placed, released, or discharged on the Project site by the Contractor or any of its employees, agents, suppliers, or Subcontractors, shall be removed from the Project site at the earlier of: (i) the completion of the Work requiring the use of such Hazardous Materials; (ii) the completion of the Work as a whole; or use of such Hazardous Materials; (ii) the completion of the Work as a whole; or (iii) within twenty-four (24) hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. Any damage to the Work, the Project site, or any adjacent property resulting from the improper use of or any discharge or release of Hazardous Materials shall be remedied by the Contractor at its sole cost and expense and in compliance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site. The Contractor shall provide the Owner with copies of all warning labels on products which the Contractor or any of its Subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, which relate to any Hazardous Materials on the Project site. Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by Owner), and hold the Owner and Architect harmless from and against

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any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing or remedying the effect of any Hazardous Materials on, under, from, or about the Project site, arising out of or relating to, directly or indirectly, the Contractor's failure to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and any substances, materials, or wastes that are or become regulated under federal, state, or local law.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 Intentionally Deleted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

(Paragraph deleted)

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1 but required by the Contract Documents to be covered by the insurance required by that Clause;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

"Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverage as applicable).

2. Independent Contractor's Protective

3. Products and Completed Operations.

4. Personal Injury Liability with Employment Exclusion deleted.

5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.

6. Owned, non-owned and hired motor vehicles.

7. Broad Form Property Damage including Completed Operations."

§11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written by an insurance company having an A rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Worker's Compensation:
   - (a) State: Statutory
   - (b) Applicable Federal: Statutory
   - (c) Employer's Liability: $500,000 per Accident
     $500,000 Disease, Policy Limit
     $500,000 Disease, Each Employee
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
   - (a) Bodily Injury: $1,000,000 Each Occurrence
     $2,000,000 Aggregate

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(b) Property Damage: $1,000,000 Each Occurrence
$2,000,000 Aggregate
(c) Products and Completed Operations to be maintained for two years after final payment: $2,000,000 Aggregate
(d) Property Damage Liability Insurance shall provide X, C and U coverage.
(e) Broad Form Property Damage Coverage shall include Completed Operations.
(f) Coverage to be extended to include the interests of the Architect and his consultants.

3. Contractual Liability:
(a) Bodily Injury: $1,000,000 Each Occurrence
$1,000,000 Aggregate
(b) Property Damage: $500,000 Each Occurrence
$1,000,000 Aggregate
4. Personal Injury, with Employment Exclusion deleted:
(a) Coverage: $500,000 Each Person Aggregate
$500,000 General Aggregate
5. Business Auto Liability (including owned, non-owned and hired vehicles):
(a) Bodily Injury: $500,000 Each Person
$1,000,000 Each Occurrence
(b) Property Damage: $250,000 Each Occurrence
6. Umbrella Excess Liability:
(a) Over Primary Insurance: $2,000,000 Each Occurrence
7. Occurrence Policy: $2,000,000 Each Occurrence
(applicable for asbestos related projects only)

If the General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

§11.1.2.2 Each policy of insurance listed above shall be purchased and maintained by the Contractor and each certificate of insurance for said insurance shall contain a complete waiver of subrogation against Owner, Architect and Architect's Engineers. Each certificate shall also list Owner, the Contractor of the Owner, Architect and Architect's Engineers as a party insured.

§11.1.2.3 Contractor shall not commence work at the site under this Contract until he has obtained all required insurance and submitted appropriate certifications.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Owner's officers, agents, representatives and employees, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and its officers, agents, representatives and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 11.2 OWNER'S LIABILITY INSURANCE

An Owners' protective liability insurance policy shall be furnished by the Contractor which shall name the Owner, and its officers, agents, representatives and employees and the Contractor of the Owner as insureds with the above-stated minimum limits

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The all risk policy shall be written using standard ISO forms incorporating a general change endorsement which grants permission for the project to be occupied and used with the insurance remaining in full force and effect until such time as the project has been accepted by the Owner. It shall include coverage for resultant damage from defective workmanship, materials and design, no coinsurance clause, coverage for site preparation, coverage for temporary structures, cribbing or falsework built on the construction site, and coverage for fences, scaffolding, construction forms and signs while at the construction site.

§ 11.3.1.2 Paragraph Intentionally Deleted.

§ 11.3.1.3 Paragraph Intentionally Deleted.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Intentionally Deleted.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE Paragraph Intentionally Deleted.

§ 11.3.4 Intentionally Deleted.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable

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conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner. The original all risk insurance policy certificate shall be delivered to and left in the safekeeping of Owner, a certificate or copy being retained by the Contractor. All insurance provided under this section shall provide by endorsement or otherwise that the insured property may be occupied and that the insurance will remain in full force and effect until the project is fully accepted by the Owner.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 Intentionally Deleted.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond and a Payment Bond as set forth in the Agreement. Any person or firm executing a bond upon the Contractor's Work under this Contract shall be deemed to have consented in advance to any changes in the Works made by order of Owner as set forth in Article 7; and any such changes made under these provisions shall in no way alter or impair the obligations of the person or firm executing such bond. The amount of each bond shall be equal to 100 percent of the Contract Sum.

§11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished

§11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney, indicating the monetary limit of such power.

§11.4.1.3 The Contractor shall provide each bond on the form required by Owner.

§11.4.1.4 No sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation pending against the Owner during the term of this Contract. All bonds shall be executed by a corporate surety authorized to do business in the State of Texas. The surety company or companies furnishing the surety bonds for this Contract must show a Texas Department of Insurance underwriting limitation not less than the total amount of the Contract. Each bond shall be executed by the Contractor and the Owner. Should any surety be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor, and the Contractor shall immediately provide a new surety (complying with Article 11) acceptable to the Owner and at no additional cost to the Owner. This Contract shall not be valid nor will any payments be due or paid until approval of each bond by the Owner.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3

A. The Contractor shall deliver to the Owner his written guarantee, made out to the Owner and in form satisfactory to the Owner, guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury from proper and usual wear; and agreeing to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of twelve (12) months from the date of substantial completion as certified by the Architect under this Contract. This guarantee must be furnished to the Owner and approved by him before acceptance and final payment is made.

B. Contractor shall provide Owner with copies of all guarantees or warranties which have been made to the Contractor by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to the Owner; however, such assignment shall not relieve the Contractor of the responsibility stated in subparagraph (a) above in case of failure of subcontractors or supplies to fulfill the

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provision of such warranties or guarantees.

C. Neither the Final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the guarantee.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§12.2.6 Owner shall have the right to operate equipment until defects are corrected and warranties met, and shall have the right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§13.1.2 The Owner has adopted a prevailing wage rate schedule as more fully described in the Project Manual or other Contract Documents. The Contractor and each Subcontractor shall pay to all laborers, workmen and mechanics employed by them in the execution of this Work not less than such rates for each craft or type of workman or mechanic needed to execute the Work. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the prevailing wage rates adopted by Owner. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates shown. In compliance with Texas Government Code, Chapter 2258, the Contractor and each subcontractor shall forfeit, as a penalty to the Owner, sixty dollars ($60.00) for each laborer, workman or mechanic employed by them, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the rates adopted by Owner.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or

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certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at twelve percent (12%) per annum.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§13.8 EQUAL OPPORTUNITY

§13.8.1 The Contractor shall maintain policies of employment as follows:

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§13.8.1.1 The Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§13.9 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§13.10 WORKING TIME AND WORKING RESTRICTIONS

§13.10.1 THE ENTIRE BUILDING SHALL REMAIN TOBACCO-FREE AT ALL TIMES

§13.10.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§13.10.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§13.10.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§13.10.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§13.10.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

§13.11 APPLICATION TO CONSTRUCTION MANAGER

§13.11.1 If used in connection with a Standard Form of Agreement Between Owner and Construction Manager (A133), the term "Contractor" as used herein shall mean and refer to Construction Manager.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be

(Paragraphs deleted)

stopped.

§ 14.1.2 Paragraph Intentionally Deleted.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon fourteen days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed.

§ 14.1.4 Paragraph Intentionally Deleted.

§14.1.5 Any payment due to, or recovered by, Contractor under paragraph 14.1.3 above shall not exceed the remainder, if any, after subtracting the total of the previous payments made by Owner to Contractor from the lesser of:

(a) the fair value (not Contractor's cost or profit) of the properly executed Work; or
(b) an amount determined by multiplying the contract price, as adjusted by change orders, times the percentage of Work completed.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
.5 Contractor becomes insolvent or makes a general assignment for the benefit of its creditors.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.4.1 The costs of finishing the Work include, without limitation, all reasonable attorneys' fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work properly executed on same basis provided in Subparagraph 14.1.5.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the Contractor.

§ 15.1.2 NOTICE OF CLAIMS

Claims by Contractor must be initiated by written notice to the Owner and Architect. Claims by Contractor must be initiated within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum or for extra costs or damages, he shall give the Architect and the Owner written notice thereof within ten days after the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with paragraph 10.4 Such claim, with the recommendation of the Architect, will be submitted to the Owner and its action shall be final and binding. Failure to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable unless so made. Compliance by the Contractor with this paragraph does not validate any claim which is otherwise invalid.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Abnormal weather conditions not reasonably anticipated shall mean weather conditions which prevent work on the Project and which have a direct effect on the Contractor's predefined critical work sequence. Contractor's schedule shall take into consideration normal seasonal weather conditions, number of precipitation days per month (as defined by the National Weather Service 30-year average) along with muddy site days directly related to the precipitation days indicated.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes

(Paragraphs deleted)

damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination in accordance with Article 14. Nothing contained in this Subparagraph 15.1.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION Paragraph Intentionally Deleted

(Paragraphs deleted)

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.5 and 15.1.6 shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which shall be in accordance with the provisions of Section 154.023, Texas Civil Practice and Remedies Code. A request for mediation shall be filed in writing with the other party to this Contract.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION Paragraph Intentionally Deleted.

(Paragraphs deleted)

§ARTICLE 16: ADDITIONAL PROVISIONS FOR LIQUIDATED DAMAGES

§16.1 CONTRACTUAL PROVISIONS

§16.1.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed" and shall be substantially complete by the "Substantial Completion Date" set forth in the agreement between the Owner and Contractor.

§16.1.2 Contractor agrees that said work shall be prosecuted in accordance with the provisions of this Contract at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for completion of the same.

§16.1.3 If the said Contractor shall neglect, fail or refuse to complete the Work within the time indicated above or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract, as hereinafter set forth for $500.00, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. Such damages shall be cumulative and not in lieu of any other rights or remedies of Owner against Contractor as a result of any breach by Contractor hereunder.

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§16.1.4 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

§16.1.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time fixed by such an extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the Work is due:

.1 To any performance, priority or allocated order duly issued by the Government;

.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

.3 To any delays of subcontractors or suppliers occasioned by any of the causes specified in subparagraphs of this Article.

§16.1.6 Provided, further, that the Contractor shall, within 10 days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the cause of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

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(Paragraph deleted)

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PAGE 1

A201-2007 v2 (7-28-11) Frisco Insurance Requirements 2/2009

...

ARBJ File: Frisco 870008 0472 Park Contracts (Cottonwood Branch Trail)
Cottonwood Branch Trail
Frisco, Texas

...

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

...

(Name, legal status and address)
Studio 13 Design Group
1740 Midway Road
Lewisville, TX 75056

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.~~The Contract Documents shall include the bidding documents as listed in the Instructions to Bidders and any alterations made thereto by addenda. In the event of a conflict or contradiction within the Contract Documents and for the resolution of same, the following order of hierarchy shall prevail:

1) Contract;
2) Addenda;
3) Supplementary General Conditions;
4) General Conditions;
5) Specifications;

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6) Drawings;
7) Instructions to Bidders;
8) Invitation to Bid;
9) Sample Forms.

§ 1.1.1.1 The Contractor acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. This Agreement was the result of negotiations between the Owner and Contractor, and has been reviewed by the Owner, Contractor and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of both parties and no ambiguity shall be construed in favor of or against either party.

...

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, ~~equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.~~ equipment, plant, supplies, skill, supervision, transportation, services and other facilities and things necessary or proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the contract documents. The Work may constitute the whole or a part of the Project.

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The Initial Decision Maker is the ~~person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.~~ Owner.

§ 1.1.9 EQUAL TO (OR APROVED EQUAL)
Products by manufacturers other than those specified in the Contract Documents which the Contractor may submit for substitution as equal to those specified in the Contract Documents and which may be incorporated in the Work after review and acceptance by the Architect of the information about such products and acceptance by the Owner.

§ 1.1.10 FORCE MAJEURE
An act of God, fire, tornado, hurricane, flood, earthquake, explosion, war on American soil, civil disturbance, labor strikes, and similar unavoidable circumstances beyond Contractor's control, not caused by the negligent act or omission of Contractor or breach of this Agreement, its Subcontractors, or anyone else for whom Contractor is responsible, and not caused by Contractor's breach of a project labor or a "no strike" agreement.

§ 1.1.11 KNOWLEDGE
The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the work. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent contractor familiar with the work and in accordance with the highest standards in the contracting profession.

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§1.2.1.1 Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

...

§1.2.4 Specifications determine nature and setting, workmanship and quality of materials; Drawings establish the design, quantities, dimensions and details; schedules give locations.

§1.2.5 Similar conditions may be illustrated by a single detailed drawing. The drawing may be subject to minor adjustments as directed by the Architect to satisfy exact and specific conditions. If discrepancies appear, Contractor shall request interpretation from the Architect prior to proceeding with the Work. Contractor shall not make such interpretations by himself, except at his own risk, responsibility and expense.

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~~§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

...

§ 1.6.1 AIA Document E201-2007 is hereby made a part of the Contract Documents.

...

~~§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

§ 2.2.1 ~~Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~ Paragraph Intentionally Deleted.

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§ 2.2.3.1 The furnishing of such information by the Owner shall not relieve the Contractor from its duties under the Contract Documents, specifically as to inspection of the site and the Contract Documents. The Owner shall not be required to furnish the Contractor with any information as to subsurface conditions. If the Owner or the Architect has made any investigations of subsurface conditions, such investigations were made solely for the information of the Owner and Architect and not for the Contractor's information. No such information shall be construed to be a part of the Contract Documents. The Contractor acknowledges that, if Owner or Architect furnishes any such information to the Contractor, no waiver of the foregoing shall be implied, and the Contractor shall not be entitled to rely on such information but rather shall conduct its own investigation of such subsurface conditions. Further, no warranty of the accuracy of any such information shall be implied. The Contractor warrants that it is experienced in the type of Work undertaken pursuant to this contract and has the necessary expertise to form its own conclusions as to the necessity for conducting investigations of a type and nature as is calculated by Contractor to provide it with the necessary information so as to properly carry out the Work hereunder. If the Contractor discovers conditions that vary from those that it anticipated, whether such anticipation was reasonable or not, the Contractor's sole remedy against the Owner will be an extension of the Contract Time, but in no event will such condition entitle the Contractor to an increase in the Contract Sum.

§ 2.2.4 The ~~Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~information identified in Section 2.2.3, above, is not warranted or represented by the Owner to be accurate. The Contractor will not be entitled to rely on it and if the Contractor does rely on such information, then Contractor does so at its own risk. When such information is provided by the Owner, the Contractor acknowledges that the Owner has not verified such information. Site plans prepared by Owner's design professionals or others are based on surveys performed by consultants, and have not been verified by the Owner. Site plans do not constitute any representation by the Owner to the Contractor of Site boundaries or other characteristics.

...

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section ~~6.1.3.~~6.1.3, nor shall the exercise of the Owner's right hereunder give rise to any claim by Contractor for additions to the Contract Sum or Contract Time.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure.~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.~~

§ 2.5 ADDITIONAL RIGHTS

§ 2.5.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

§ 2.5.2 The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the Project **with cause but without cost** to the Owner. Such requests from the Owner may

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be made verbally or in writing and may be done directly or indirectly through the Architect/Engineer or on-site representative. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruptive to the facility or others, poor management, cause delay or delays, disruptive to the project, will not strictly adhere to facility procedures and project requirements either willfully or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.

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§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has ~~visited the site, become generally familiar with local~~ carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be ~~performed and correlated personal observations with requirements of the Contract Documents.~~performed, and all matters that may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If a dimensional discrepancy exists, the Contractor shall take field measurements required for the proper fabrication and installation of the work. Upon commencement of any items of work, the Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to the Owner.

...

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities.~~authorities unless such error, inconsistency or omission could be ascertained from a careful study of the Contract Documents.

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§ 3.3.1 ~~The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not~~

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~~proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.~~ Contractor acknowledges that timely completion of the Work in accordance with the terms of said Documents is of crucial importance to Owner, Contractor shall provide the best skill and judgment of its officers and employees and shall cooperate with Owner and Architect to further the interests of Owner and to bring about timely completion of the Work. Contractor shall furnish sufficient business administration and superintendence and provide at all times an adequate supply of labor and materials to secure execution of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of Owner. In the event of delays or/or unforeseen events, whether or not the same should entitle Contractor to an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8 hereof, Contractor shall use diligent efforts to maintain scheduled completion dates. Such efforts shall include rephasing events, decreasing overly conservative durations on subsequent events, increasing activity overlap, and using float on noncritical events. The float available in the Progress Schedule shall be used by Owner and Contractor whenever possible to offset the impact of delays. Contractor shall be responsible for coordinating its Work with the Work of any other contractors and/or activities at the job site.

§ 3.3.2 ~~The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.~~Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work in accordance with the requirements of the Contract Documents.

~~**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.~~

§ 3.3.3. Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract or other arrangement with Contractor.

§ 3.3.4 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of the Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.5 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect under the Contract for Construction or by test, inspections, or approvals required or performed by persons other than Contractor.

§ 3.3.6 Contractor shall be responsible for inspection of portions of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including coordinating deliveries, storage, installations, and use of construction utilities. Contractor shall be responsible for the space requirements, location, and routing of its equipment. In areas and locations where the proper and most effective space shall meet with all others involved before installation to plan the most effective and efficient method of overall installation.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review

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the placement of the building(s) and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, the Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments, arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elevations shown on the Drawings and Specifications or found in previous work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the mis-description of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§3.3.11 Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with State of Texas HB 662 and HB 665. On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in the safe execution of trenching and shoring, unless other procedures are reviewed and accepted in writing by the applicable authorities prior to commencing trenching work.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Smoking and chewing of tobacco products is prohibited in enclosed new construction. No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

§3.4.4 Not later than 30 days from the contract date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each major product identified in the specifications and the name of the installing subcontractor.

§3.4.5 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products equal to those specified.

§3.4.6 By making requests for substitutions based on Subparagraph 3.4.5 above, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

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.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§3.4.7 The Contractor shall not use any materials in the work that contain lead or asbestos materials in excess of amounts allowed by local/state standards, laws, codes, rules and regulations, Federal Environmental Protection Agency (EPA) standards and the Federal Occupational Safety and Health Administration (OSHA) standards, whichever are most restrictive.

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The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that all workmanship shall be of the highest quality and in full conformance with the Contract Documents, and that all labor shall be performed by persons well qualified in their respective trades. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

The Contractor shall pay ~~sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~all sales, consumer, use and other similar taxes required by law. The Owner is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may issue an exemption certification(s) in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment and other tangible personal property incorporated into the property being improved by virtue of this Contract, as well as all materials, supplies, equipment, and other tangible personal property used or consumed by the Contractor in performing this Contract with the Owner. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any such exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

§ 3.7
~~PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS~~PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

...

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~21~~ 10 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the ~~reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.~~ reasons and such determination shall be final and binding.

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.1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

...

.3 ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

...

§ 3.9.1 ~~The Contractor shall employ a competent superintendent and necessary assistants who shall be~~ Prior to starting Work, Contractor shall designate the Project Manager, Superintendent, and other key individuals who shall be assigned to the Project through and including Final Completion. The Superintendent shall be in attendance at the Project site ~~during performance of the Work. The superintendent shall represent the~~ throughout the Work, including completion of the punchlist. The Superintendent shall be approved by Owner in its sole discretion. Said representative shall be qualified in the type of Work to be undertaken and shall not be changed during the course of construction without the prior consent of Owner. Should a representative leave Contractor's employ, Contractor shall promptly designate a new representative. Owner shall have the right, at any time, to direct a change in Contractor's representative if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contract may, at Owner's option, be terminated for cause. The Superintendent shall represent Contractor, and communications given to the ~~superintendent~~ Superintendent shall be as binding as if given to ~~the Contractor.~~ Contractor. Owner shall have no obligation to direct or monitor Contractor's employees.

~~**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.~~

~~**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

§ 3.10.1 ~~The~~ Contractor, promptly after being awarded the ~~Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.~~
Contract for Construction and before commencing Work, shall prepare and submit for Owner's and Architect's review and approval a preliminary schedule for the Work. Within ten (10) days following Owner's Notice to Proceed, Contractor shall provide to Owner and Architect a schedule of performance of the Work, showing timely completion of the Work and timely achievement of each Milestone Date as required by the Contract for Construction and meeting all other requirements of this Section 3.10 (the "Progress Schedule"). Upon receipt of Contractor's proposed Progress Schedule, Owner may accept the proposed Progress Schedule as submitted or reject it, noting deficiencies. If such schedule is requested, the deficiencies noted shall be corrected and a new proposed Progress Schedule shall be submitted within ten (10) days. In any case, a complete Progress Schedule must be approved by Owner prior to any payments' being made.

§ 3.10.2 The ~~Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval.~~

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~~The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~Progress Schedule shall be in the form of a network using critical path methodology (CPM), clearly showing construction activities, dependencies, and durations. The critical path activities shall be highlighted, float time for noncritical activities shall be shown, and the start and stop stated for each activity shall be listed. Longer-duration activities shall be broken into subactivities when the Work can be completed in phases (i.e., south half, north half, etc.). Contractor will be allowed flexibility in schedule, logic, and content; however, the Progress Schedule must be broken down by all trades, indicating ordering, delivery, and Milestone Dates, and the following activities must be included in all cases, if covered by the Scope of Work: (a) award of Contract; (b) site delivery and mobilization; (c) demolition; (d) pour foundations; (e) underground utilities; (f) pour slabs phase; (g) exterior walls phase; (h) columns; (i) floor and roof structure phase; (j) roof decking; (k) roofing (drying); (l) HVAC duct work; (m) fire sprinkler piping; (n) interior stud walls phase; (o) drywall; (p) lath and plaster phase; (q) painting phase; (r) ordering and delivery of long-lead materials; (s) completion of any parking structures; and (t) Milestone Dates. For all long-lead materials and for the purchase of any materials or equipment with a cost of $5,000 or more, the Progress Schedule shall include a Material Purchase Log, indicating the item of material or equipment, the quantity required, the estimated lead time, and, to the extent known, Contractor's purchase order number, the date ordered, the scheduled delivery date, and the actual or committed delivery date.

§ 3.10.3 ~~The~~ Contractor shall perform the Work in ~~general accordance with the most recent schedules submitted to the Owner and Architect.~~ accordance with the Progress schedule as well as within the Milestone Dates and completion dates specified in the Contract for Construction. The times set forth in the Contract for Construction for all Milestone Dates and the time of completion must govern, and the Progress Schedule must be adjusted to meet these dates. Contractor shall maintain such Progress Schedule on a current basis in accordance with the provisions of this Section 3.10 and shall keep proper records to substantiate actual activity durations and completion dates.

§ 3.10.4 Contractor shall submit to Owner monthly with each application for payment, and at such additional times as may be required by Owner, three copies of a Monthly Status Report in such form as Owner reasonably requests. Each Monthly Status Report shall concisely but completely describe, in narrative form, the then current status of the Work including, without limitation:

§ 3.10.4.1 A review of actual progress during the month in comparison to the Progress Schedule and, if actual progress is behind schedule, discussion of any "workaround" or "catch-up plan" that Contractor has employed or will employ to recover the original Progress Schedule;

§ 3.10.4.2 A concise statement of the outlook for meeting future Progress Schedule dates, and the reasons for any change in outlook from the previous report;

§ 3.10.4.3 A concise statement of significant progress on major items of Work during the report period, and progress photographs as necessary to document the current status of the Work;

§ 3.10.4.4 A review of any significant technical problems encountered during the months and the resolution or plan for resolution of such problems;

§ 3.10.4.5 An explanation of any corrective action taken or proposed;

§ 3.10.4.6 A complete review of the status of Change Orders, including a review of any changes in the critical path of the construction Progress Schedule which result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;

§ 3.10.4.7 A summary of any Claims anticipated by Contractor with respect to the Work, including the anticipated cost and schedule impacts of any such Claims;

§ 3.10.4.8 A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which Contractor could be entitled to an extension of the Contract Time;

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§ 3.10.4.9 A marked copy of the current Progress Schedule showing the status of each element of the Work; and

§ 3.10.4.10 An updated Material Purchase Log.

§ 3.10.5 Contractor shall submit to Owner monthly with each application for payment, and at such additional times as may be required by Owner, for Owner's review and approval, three copies of an updated Progress Schedule meeting all the requirements of this Section 3.10, including:

§ 3.10.5.1 Actual versus estimated percent completion for each activity and Project total;

§ 3.10.5.2 Actual versus estimated work in place for each activity and Project total;

§ 3.10.5.3 Actual versus estimated manpower for each activity and Project total;

§ 3.10.5.4 Actual versus estimated cash flow; and

§ 3.10.5.5 Any change in the critical path.

§ 3.10.6 If the progress of the Work is behind the Progress Schedule to such an extent that Owner reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Progress Schedule, including without limitation any Milestone Date, Owner may direct Contractor to accelerate its work, at Contractor's own cost, without any adjustment to the Contract Sum. Such acceleration may include employing such additional forces or paying such additional overtime wages as may be required to place the progress of the Work in conformity with the Progress Schedule and to assure timely substantial completion of the Work and achievement of all Milestone Dates.

§ 3.10.7 In addition, if the progress of the Work is behind the Progress Schedule to such an extent that Owner reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Progress Schedule, including without limitation any Milestone Date, or Contractor fails to take prompt and adequate corrective action to Owner's satisfaction to bring the progress of the Work in compliance with the Progress Schedule, Owner may, in addition to any other right or remedy provided herein, proceed as provided in Sections 2.3 or 2.4.

§ 3.10.8 Whenever significant changes to the Project occur, such as added or deleted activities, they must be reflected on a revised Progress Schedule to be submitted Owner for its review and approval.

§ 3.10.9 Contractor shall be responsible on a daily basis to maintain all information which affects the length of specific activities on the Progress Schedule, times when Contractor will perform specific jobs, and other data relevant to the Progress Schedule as required by the Architect or Owner, Contractor shall make available at any time such information for review by the Architect or Owner.

§ 3.10.10 Contractor shall prepare and keep current, for Architect's review, a schedule of submittals which is coordinated with Contractor's Progress Schedule, and allow the Architect reasonable time to review submittals.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Should the Contractor Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

...

~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~§3.13.1 The Contractor shall confine operations at the site to areas

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permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.2 The Contractor shall ensure that the Work is at all times performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Document, Contractor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Work in the event of partial occupancy. Contractor shall assume full responsibility for any damage to the property comprising the Work or to the owner or occupant of any adjacent land or areas resulting from the performance of the Work.

§3.13.3 Operating systems, utilities and services, serving the existing building and project site shall be maintained in operation to serve the needs of the building and site not involved in the Work under this Contract at all times during the progress of the Work under the Contract, accept for such short periods as are absolutely necessary to perform the Work. Such operating systems, utilities and services include, but are not limited to, water, electric power, natural gas, heating, ventilating, air conditioning, sanitary sewer, fire alarm, telephone, security, cable television and communications cabling. Prior to interrupting or otherwise affecting any such operating system, utility or service, Contractor shall consult with Owner and Architect to establish a mutually satisfactory schedule for cut over, cut off, disruption or other change in operation of the affected system, utility or service. Owner may require that such cut over, cut off, disruption or change in operation be made to occur after normal working hours or on holidays or weekends. Such agreed upon times and dates shall be clearly indicated in a written memorandum among the parties; and once established and agreed to, schedules of disruption of systems, services and utilities shall be strictly adhered to, unless later changed in writing by mutual agreement of the parties.

§3.13.4 The Contractor shall not permit any workers to use any existing facilities at the site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by Owner. The Contractor, Subcontractors of any tier, suppliers and employees shall comply with instructions or regulations of the Owner governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of Owner's operations.

§3.13.5 The General Contractor shall provide and maintain temporary "all-weather" emergency vehicle access roads as Fire Lanes, as required by the appropriate governmental entity having jurisdiction, until complete construction of all fire lanes. Fire lanes shall be maintained and remain accessible at all times.

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§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the ~~Contract.~~ Contract and shall be responsible for daily clean-up of construction materials and dust control. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about ~~the Project.~~the Project and shall clean all glass surfaces and leave the Work "broom clean", or its equivalent, except as otherwise specified.

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The Contractor shall provide the Owner and ~~Architect~~ Architect, and their representatives, access to the Work in preparation and progress ~~wherever located.~~at all times and wherever located and shall provide proper and safe facilities for such access.

...

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Owner's officers and trustees, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), ~~but only to the extent~~

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~~caused by the negligent acts or omissions~~ caused in whole or in part by any act or omission, whether negligent or otherwise, of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ which would otherwise exist as to a party or person described in this Section 3.18.

...

§ 3.19 The Contractor shall maintain a set of Record Drawings on site in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (1) bidding addendums, (2) executed change orders, (3) deviations from the Drawings made during construction; (4) details in the Work not previously shown; (5) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (6) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs; and (7) such other information as either Owner or Architect may reasonably request. The prints for Record Drawing use will be a set of "blue line" prints provided by Architect to Contractor at the start of construction. Upon Substantial Completion of the Work, Contractor shall deliver all Record Drawings to Owner and Architect for approval. If not approved, Contractor shall make the revisions requested by Architect or Owner. Final payment and any retainage shall not be due and owing to Contractor until the final Record Drawings marked by Contractor as required above are delivered to Owner.

§ 3.20 The Contractor shall submit four (4) volumes of operating instructions and service manuals to the Architect at the time of Substantial Completion, or as soon thereafter as practicable. Submission of all of the following shall be a condition precedent to Final Payment to the Contractor. The operating instructions and service manuals shall contain:

.1 Start-up and Shutdown Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available, they may be incorporated into the operating manual for reference.

.2 Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.

.3 Equipment List: List of all major equipment as installed shall include model number, capacities, flow rate, and name-plate data.

.4 Service Instructions: The Contractor shall be required to provide the following information for all pieces of equipment.

(a) Recommended spare parts including catalog number and name of local suppliers or factory representative.

(b) Belt sizes, types, and lengths.

(c) Wiring diagrams.

.5 Manufacturer's Certificate of Warranty:
Manufacturer's Certificate of Warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year from the date of Substantial Completion. Where longer period is required by the Contract Documents, the longer period shall govern.

.6 Parts catalogs: For each piece of equipment furnished, a parts catalog or similar document shall be provided which identifies the components by number for replacement ordering.

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§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate ~~for~~ For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 4.2.11 The Architect will interpret ~~and decide~~ matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 4.2.12 Interpretations ~~and decisions~~ of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.~~When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.13 The ~~Architect's decisions on matters relating to aesthetic effect will be final if~~ Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract ~~Documents.~~Documents, and any such determination shall be communicated through the Architect.

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§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 14 day period shall constitute notice of no reasonable objection.

...

§5.2.5 Upon request, the Contractor shall provide to the Owner an executed copy of all subcontracts, purchase orders, and other agreements relating to the Work.

§5.2.6 The Contractor shall not sublet the Work as a whole. The approval of subcontractors in no way relieves the Contractor from full responsibility.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall ~~nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~ be relieved of any legal responsibility under the subcontract if the successor contractor assumes Owner's obligations under the subcontract.

§5.5 OWNER PAYMENTS TO SUBCONTRACTORS

§5.5.1 In the event of any default hereunder by the Contractor, or in the event the Owner or Architect fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount is paid the Subcontractor shall be deducted from the payment to the Contractor.

§5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable ~~amount.~~ amount as determined by Owner. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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§ 7.5 AGREED OVERHEAD AND PROFIT RATES

§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit price method, overhead and profit combined shall be calculated at the following percentages of the cost attributable to the change in the Work:

.1 For the Contractor for Work performed by the Contractor's own forces, ten percent (10%) of the cost;

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent (5%) of the amount due the Subcontractor;

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost;

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor;

.5 Costs to which overhead and profit is to be applied shall be determined in accordance with Sub-subparagraphs 7.3.7.1 through 7.3.7.5;

.6 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;

.7 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, material, and subcontracts. When major cost items are Subcontracts, they shall be itemized also.

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§8.1.5 Claims for extension of time shall be stated in whole or half calendar days.

§8.1.6 The Contractor shall be substantially complete with all work shown on or before the date specified for substantial completion in the Contract Documents. Extensions to the Completion Date will be granted only if, in the opinion of the Architect, climatological conditions that impede the progress of construction significantly exceed average conditions for the local area. A guide for average climatological conditions will be the bulletin "Local Climatological Data," published by the Department of Commerce. No request for an extension of time due to weather conditions will be considered unless accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to any of the past five (5) years.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~an~~ a wrongful act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; ~~or by delay authorized by the Owner pending mediation and arbitration;~~ or by other causes that the Architect and Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Extensions of time shall be granted only because of delay preventing the execution of the major items of work critical to the schedule for completion of the Work.

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§8.3.4 In the event that the Owner has specified a stipulated completion date, the provisions of 8.3.1 through 8.3.3 do not apply. However, in the event of delay(s) fully beyond the Contractor's control, the Owner may authorize by change order reimbursement for additional costs to accelerate the construction in order to maintain the stipulated completion date.

...

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The Contract Sum is stated in the Agreement ~~and, including authorized adjustments, is the total~~ and is the maximum amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum may only be increased pursuant to a Change Order signed by the Owner. Completion of the Work is a condition precedent to Owner's obligation to pay the full Contract Sum.

...

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect,~~ Before any work is done on the site and before the first Application for Payment, ~~a schedule of values allocating the entire Contract Sum~~ the Contractor shall submit to the Architect a schedule or breakdown showing the respective amounts (called "values" for convenience) properly allocable to the various portions of the ~~Work and prepared in such form~~ work and aggregating the total contract sum. Each respective amount or value shall include its part of overhead and profit so that the sum of the items will total the contract sum. Such schedule of values will be prepared so as to facilitate payments by the Contractor to his Subcontractors and shall follow the trade divisions of the specifications so far as practicable. Such schedule and the amount therein shall be in such detail and supported by such data to substantiate its accuracy as the Architect may require. ~~This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~Such schedule, when approved by the Architect; unless it be found to be in error, shall be used only as a basis for the Contractor's Applications for Payment and shall not be taken as evidence of market or other value.

...

§ 9.3.1 At least ~~ten~~ fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section ~~9.2,~~ 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, submitted in quadruplicate.

...

§9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

§9.3.1.4 Contractor is to submit to Architect within 15 days of execution of Owner/Contractor Agreement proposed sample of Lien Waiver and Bills Paid affidavit forms for review and acceptance for this Contract.

§9.3.1.5 Monthly Applications for Payment shall include waivers of liens for all work included in the previous months' application for payment. Waiver of Liens for the subcontractors and materialmen shall be the total amount paid prior to the previous months' application for payment.

§9.3.1.6 With each Application for Payment, Contractor shall certify that such Application for Payment represents a just estimate of cost reimbursable to the Contractor under the terms of the Contract Documents and shall also certify that there are not any Mechanics' or Materialmen's Liens outstanding at the date of this Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, and that there is no known basis for the filing of any Mechanics' or Materialmen's Liens against the Surety in connection with the Work, and that waivers and bills paid affidavit forms from all subcontractors and materialmen have been or will be obtained in such form as the Owner may require.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner ~~shall, to the best of the Contractor's knowledge, information and belief,~~ shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

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§9.4.3 Contractor shall include as a separate and distinct line item on his pay request a value for trenching and shoring operations. Contractor shall attach to pay request a notarized letter from shoring engineer that designed Contractor's trenching and shoring systems, addressed to Owner, attesting that engineer has (1) reviewed trenching and shoring systems installed in field and found them in conformance with shoring engineer's detailed plans and specifications, (2) line item on Contractor's pay request accurately represents work installed and/or materials on site, and (3) engineer recommends payment to Contractor of line item for trenching and shoring based on engineer's observations.

§9.4.4 Contractor's monthly Application for Payment that is submitted without required letter from Contractor's shoring engineer described by Subparagraph 9.4.3 is subject to return without review until letter is submitted.

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.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;~~or~~

.7 repeated failure to carry out the Work in accordance with ~~the Contract Documents.~~ the Contract Documents; or

.8 failure to submit a written plan indicating action by Contractor to regain time schedule for completion of Work within the Contract Time.

...

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of ~~Work not in accordance with the Contract Documents.~~any Work.

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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

...

~~**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.~~

§ 9.8.1. Substantial Completion is the stage in the progress of the Work when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner may occupy and utilize the Work as a whole for the use for which it is intended.

§ 9.8.2 When the Contractor considers that the ~~Work, or a portion thereof which the Owner agrees to accept separately,~~ Work is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work ~~or designated portion thereof~~ is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall,

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before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work ~~or designated portion thereof~~ is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work ~~or designated portion thereof~~ unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such ~~Work or designated portion thereof.~~ Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

...

§ 9.9.1 ~~The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.~~Whenever in the opinion of the Architect any section or portion of the Work may be used or occupied by the Owner without interference to the remaining Work, such section or portion may be so used and occupied, and neither such partial use and occupancy nor any insurance, if purchased by Owner in connection therewith, shall constitute an acceptance of any such Work, or portion thereof, as either substantially complete or complete. Such opinion of Architect shall be in writing and shall state, with respect to the portions to be so used and occupied, the date or dates of commencement of Contractor's warranties and Owner's obligations to maintain.

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§ 9.9.3 ~~Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of~~ In the event of partial use and occupancy by Owner, the Work, or any portion thereof, shall not be deemed substantially complete until the entire Work is substantially complete; and such partial use and occupancy shall not commence any warranty period under the Contract Documents.

...

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that ~~to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections,~~ the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or ~~the~~ Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise ~~satisfied,~~ satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in full force after final payment is currently in effect and will not be materially reduced or canceled or allowed to expire until at least ~~30~~ thirty (30) days' prior written notice has been given to ~~the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to~~ Owner; (3) a written statement satisfactory to the Owner that the insurance will cover the period required by the Contract ~~Documents,~~ Documents; (4) consent of surety, if any, to final ~~payment and (5),~~ payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security ~~interests~~ interests, or encumbrances arising out of the ~~Contract,~~ Contract for Construction, to the extent and in such form as may be designated ~~by the Owner.~~ by the Owner and Owner's lender; (6) certification by the Contractor that (i) all Work has been completed in accordance with the Contract Documents, (ii) the final Application for Payment includes all claims of the Contractor against the Owner arising in connection with the Project and constitutes a waiver and release of any and all claims not presented in that application except for claims arising out of third party actions, cross-claims and counterclaims, and (iii) the Record Drawings maintained by the Contractor pursuant to the Contract Documents and delivered to the Owner or Architect are compete and accurate in all respects; and (7) evidence of compliance with all requirements of the Contract Documents, such as notices, certificates, affidavits, or other requirements to complete obligations under the Contract Documents, including but not limited to (i) instruction of the Owner's representatives in the operation of mechanical, electrical, plumbing, and other systems; (ii) delivery of keys to the Owner with keying schedule (master, submaster, and special keys); (iii) delivery to the Owner of the Contractor's warranties as set forth in the Contract Documents and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Architect's review and delivery to the Owner; (iv) delivery to the Owner of printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work (parts lists and special tools for mechanical and electrical work) in approved form; (v) delivery to the Owner of the Record Drawings; (vi) delivery to the Owner of a Final Waiver and Release of Liens covering all Work for itself and for each Subcontractor, vendor, and material supplier who furnished labor, materials, and services to the Work, executed by an authorized officer and duly notarized; (vii) delivery to the Owner of final waivers of lien from each subcontractor and material supplier who furnished labor, materials, and services to the Work, executed by their respective officers and duly notarized; and (viii) delivery of sales and use tax certificate number of the Contractor. In addition to the foregoing, all other submissions required by other Articles and Paragraphs of the Specifications and other Contract Documents shall be submitted to the Owner before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the ~~Owner, the Contractor may~~ Owner and Owner's lender (if any), the Contractor must furnish a bond satisfactory to the Owner and Owner's lender (if any) to indemnify the Owner and Owner's lender (if any) against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and ~~reasonable attorneys' fees.~~attorneys fees.

§9.10.2.1 In addition to items listed in 9.10.2 to be submitted before Final Payment will be made or remaining retainage released, Contractor shall deliver a permanent certificate of occupancy from local inspection authorities.

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§ 9.10.4 The making of final payment shall ~~constitute a waiver of Claims by the Owner except those arising from~~

~~**.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;~~

~~**.2** failure of the Work to comply with the requirements of the Contract Documents; or~~

~~**.3** terms of special warranties required by the Contract Documents.~~not constitute a waiver of any Claims by the Owner.

...

§ 9.10.6 In addition to any other damages, failure of the Contractor to achieve final completion within sixty (60) days after the specified date of Substantial Completion, subject to authorized extensions, will result in the Contractor's being responsible for excess Architect's fees. Excess Architect's fees include the cost incurred after sixty (60) days beyond the date of Substantial Completion. Excess Architect's fees will be deducted from the amount due the Contractor.

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§ 10.2.2.1 If the Contractor fails to give such notices or fails to comply with such laws, ordinances, rules, regulations, and lawful orders, it shall be liable for and shall indemnify and hold harmless the Owner and the Architect and their respective employees, officers, and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorneys' fees, imposed on or incurred by the parties indemnified hereunder.

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§10.2.8 The Contractor shall protect and be responsible for any damage to his work or material, from the date of the agreement until the acceptance of the work and shall make good without cost to the Owner, any damage or loss that may occur during this period, except that in the event of partial or total occupancy by the Owner prior to final acceptance, the Owner shall be responsible for any damage caused by such partial or total occupancy. The Contractor shall handle all materials directed, so that it may be inspected by the Architect. All material affected by the weather shall be covered and protected to keep it free from damage while being transported to the site, as well as when it is stored on the site.

§10.2.9 The Contractor shall have full responsibility for preventing overstress of any structure or any part of member of it during construction. The Contractor shall fully check the effect of his operations in this regard, and shall provide all temporary support and connections required.

§10.2.10 The Contractor at his own expense and option shall employ watchmen or erect adequate fencing at such time as necessary to protect or attend his work, including times when building exterior is breached to protect it and its contents.

§ 10.2.11 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept, or used in or about the Project site except to the extent such Hazardous Materials: (i) are necessary for the prosecution of the Work; (ii) are required pursuant to the Contract Documents; and (iii) have been approved in writing by Owner. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus Hazardous Materials, as well as any other Hazardous Materials that have been placed, released, or discharged on the Project site by the Contractor or any of its employees, agents, suppliers, or Subcontractors, shall be removed from the Project site at the earlier of: (i) the completion of the Work requiring the use of such Hazardous Materials; (ii) the completion of the Work as a whole; or use of such Hazardous Materials; (ii) the completion of the Work as a whole; or (iii) within twenty-four (24) hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. Any damage to the Work, the Project site, or any adjacent property resulting from the improper use of or any discharge or release of Hazardous Materials shall be remedied by the Contractor at its sole cost and expense and in compliance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site. The Contractor shall provide the Owner with copies of all warning labels on products which the Contractor or any of its Subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, which relate to any Hazardous Materials on the Project site. Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by Owner), and hold the Owner and Architect harmless from and against any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing or remedying the effect of any Hazardous Materials on, under, from, or about the Project site, arising out of or relating to, directly or indirectly, the Contractor's failure to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the

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Environmental Protection Agency as hazardous substances, and any substances, materials, or wastes that are or become regulated under federal, state, or local law.

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§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~Intentionally Deleted.

...

~~**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.~~

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§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be ~~liable:~~liable, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project:

...

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's ~~employees;~~employees or persons or entities excluded by statute from the requirements of Clause 11.1.1 but required by the Contract Documents to be covered by the insurance required by that Clause;

...

"Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverage as applicable).
2. Independent Contractor's Protective
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations."

§11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written by an insurance company having an A rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

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1.	Worker's Compensation:	
	(a) State:	Statutory
	(b) Applicable Federal:	Statutory
	(c) Employer's Liability:	$500,000 per Accident $500,000 Disease, Policy Limit $500,000 Disease, Each Employee
2.	Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):	
	(a) Bodily Injury:	$1,000,000 Each Occurrence $2,000,000 Aggregate
	(b) Property Damage:	$1,000,000 Each Occurrence $2,000,000 Aggregate
	(c) Products and Completed Operations to be maintained for two years after final payment:	$2,000,000 Aggregate
	(d) Property Damage Liability Insurance shall provide X, C and U coverage.	
	(e) Broad Form Property Damage Coverage shall include Completed Operations.	
	(f) Coverage to be extended to include the interests of the Architect and his consultants.	
3.	Contractual Liability:	
	(a) Bodily Injury:	$1,000,000 Each Occurrence $1,000,000 Aggregate
	(b) Property Damage:	$500,000 Each Occurrence $1,000,000 Aggregate
4.	Personal Injury, with Employment Exclusion deleted:	
	(a) Coverage:	$500,000 Each Person Aggregate $500,000 General Aggregate
5.	Business Auto Liability (including owned, non-owned and hired vehicles):	
	(a) Bodily Injury:	$500,000 Each Person $1,000,000 Each Occurrence
	(b) Property Damage:	$250,000 Each Occurrence
6.	Umbrella Excess Liability:	
	(a) Over Primary Insurance:	$2,000,000 Each Occurrence
7.	Occurrence Policy:	$2,000,000 Each Occurrence (applicable for asbestos related projects only)

If the General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

§11.1.2.2 Each policy of insurance listed above shall be purchased and maintained by the Contractor and each certificate of insurance for said insurance shall contain a complete waiver of subrogation against Owner, Architect and Architect's Engineers. Each certificate shall also list Owner, the Contractor of the Owner, Architect and Architect's Engineers as a party insured.

§11.1.2.3 Contractor shall not commence work at the site under this Contract until he has obtained all required insurance and submitted appropriate certifications.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on the Comprehensive General

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Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Owner's officers, agents, representatives and employees, the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and its officers, agents, representatives and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.~~An Owners' protective liability insurance policy shall be furnished by the Contractor which shall name the Owner, and its officers, agents, representatives and employees and the Contractor of the Owner as insureds with the above-stated minimum limits

...

§ 11.3.1 Unless otherwise provided, the ~~Owner~~ Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The all risk policy shall be written using standard ISO forms incorporating a general change endorsement which grants permission for the project to be occupied and used with the insurance remaining in full force and effect until such time as the project has been accepted by the Owner. It shall include coverage for resultant damage from defective workmanship, materials and design, no coinsurance clause, coverage for site preparation, coverage for temporary structures, cribbing or falsework built on the construction site, and coverage for fences, scaffolding, construction forms and signs while at the construction site.

§ 11.3.1.2 ~~If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~Paragraph Intentionally Deleted.

§ 11.3.1.3 ~~If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~Paragraph Intentionally Deleted.

...

§ 11.3.1.5 ~~Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or~~

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~~otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~Intentionally Deleted.

...

The ~~Owner~~ Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

~~**The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.**~~Paragraph Intentionally Deleted.

§ 11.3.4 ~~If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~Intentionally Deleted.

...

§ 11.3.6 Before an exposure to loss may occur, the ~~Owner~~ Contractor shall file with the ~~Contractor~~ Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner. The original all risk insurance policy certificate shall be delivered to and left in the safekeeping of Owner, a certificate or copy being retained by the Contractor. All insurance provided under this section shall provide by endorsement or otherwise that the insured property may be occupied and that the insurance will remain in full force and effect until the project is fully accepted by the Owner.

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§ 11.3.9 ~~If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~Intentionally Deleted.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with ~~insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~ insurers.

...

§ 11.4.1 The ~~Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~Contractor shall furnish a Performance Bond and a Payment Bond as set forth in the Agreement. Any person or firm executing a bond upon the Contractor's Work under this Contract shall be deemed to have consented in advance to any changes in the Works made by order of

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Owner as set forth in Article 7; and any such changes made under these provisions shall in no way alter or impair the obligations of the person or firm executing such bond. The amount of each bond shall be equal to 100 percent of the Contract Sum.

§11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished

§11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney, indicating the monetary limit of such power.

§11.4.1.3 The Contractor shall provide each bond on the form required by Owner.

§11.4.1.4 No sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation pending against the Owner during the term of this Contract. All bonds shall be executed by a corporate surety authorized to do business in the State of Texas. The surety company or companies furnishing the surety bonds for this Contract must show a Texas Department of Insurance underwriting limitation not less than the total amount of the Contract. Each bond shall be executed by the Contractor and the Owner. Should any surety be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor, and the Contractor shall immediately provide a new surety (complying with Article 11) acceptable to the Owner and at no additional cost to the Owner. This Contract shall not be valid nor will any payments be due or paid until approval of each bond by the Owner.

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§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~

A. The Contractor shall deliver to the Owner his written guarantee, made out to the Owner and in form satisfactory to the Owner, guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury from proper and usual wear; and agreeing to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of twelve (12) months from the date of substantial completion as certified by the Architect under this Contract. This guarantee must be furnished to the Owner and approved by him before acceptance and final payment is made.

B. Contractor shall provide Owner with copies of all guarantees or warranties which have been made to the Contractor by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to the Owner; however, such assignment shall not relieve the Contractor of the responsibility stated in subparagraph (a) above in case of failure of subcontractors or supplies to fulfill the provision of such warranties or guarantees.

C. Neither the Final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the guarantee.

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§12.2.6 Owner shall have the right to operate equipment until defects are corrected and warranties met, and shall have the right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.

...

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The Contract shall be governed by the law of the place where the Project is ~~located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located.

§13.1.2 The Owner has adopted a prevailing wage rate schedule as more fully described in the Project Manual or other Contract Documents. The Contractor and each Subcontractor shall pay to all laborers, workmen and mechanics employed by them in the execution of this Work not less than such rates for each craft or type of workman or mechanic needed to execute the Work. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the prevailing wage rates adopted by Owner. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates shown. In compliance with Texas Government Code, Chapter 2258, the Contractor and each subcontractor shall forfeit, as a penalty to the Owner, sixty dollars ($60.00) for each laborer, workman or mechanic employed by them, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the rates adopted by Owner.

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Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at ~~such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~twelve percent (12%) per annum.

...

§13.8 EQUAL OPPORTUNITY
§13.8.1 The Contractor shall maintain policies of employment as follows:

§13.8.1.1 The Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§13.9 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§13.10 WORKING TIME AND WORKING RESTRICTIONS
§13.10.1 THE ENTIRE BUILDING SHALL REMAIN TOBACCO-FREE AT ALL TIMES

§13.10.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§13.10.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§13.10.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§13.10.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

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§13.10.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

§13.11 APPLICATION TO CONSTRUCTION MANAGER

§13.11.1 If used in connection with a Standard Form of Agreement Between Owner and Construction Manager (A133), the term "Contractor" as used herein shall mean and refer to Construction Manager.

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.2 An act of government, such as a declaration of national emergency that requires all Work to be ~~stopped;~~

.3 ~~Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

.4 ~~The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~stopped.

§ 14.1.2 ~~The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~Paragraph Intentionally Deleted.

§ 14.1.3 If one of the reasons described in Section 14.1.1 ~~or 14.1.2~~ exists, the Contractor may, upon ~~seven~~ fourteen days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ properly executed.

§ 14.1.4 ~~If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~Paragraph Intentionally Deleted.

§14.1.5 Any payment due to, or recovered by, Contractor under paragraph 14.1.3 above shall not exceed the remainder, if any, after subtracting the total of the previous payments made by Owner to Contractor from the lesser of:

(a) the fair value (not Contractor's cost or profit) of the properly executed Work; or

(b) an amount determined by multiplying the contract price, as adjusted by change orders, times the percentage of Work completed.

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.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~

.4 otherwise is guilty of substantial breach of a provision of the Contract ~~Documents.~~Documents; or

.5 Contractor becomes insolvent or makes a general assignment for the benefit of its creditors.

...

.3 Finish the Work by whatever reasonable method the Owner may deem expedient.~~Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

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§ 14.2.4.1 The costs of finishing the Work include, without limitation, all reasonable attorneys' fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein.

...

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. ~~Adjustment of the Contract Sum shall include profit.~~ No adjustment shall be made to the extent

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§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work ~~executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~properly executed on same basis provided in Subparagraph 14.1.5.

...

A Claim is a demand or assertion by ~~one of the parties~~ the Contractor seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the ~~party making the Claim.~~Contractor.

...

Claims by ~~either the Owner or~~ Contractor must be initiated by written notice to the ~~other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21~~ Owner and Architect. Claims by Contractor must be initiated within 10 days after occurrence of the event giving rise to such Claim or within ~~21 days after the claimant~~ 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

...

If the Contractor wishes to make a Claim for an increase in the Contract ~~Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to~~ Sum or for extra costs or damages, he shall give the Architect and the Owner written notice thereof within ten days after the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work except in an emergency endangering life or property ~~arising under Section 10.4.~~in which case the Contractor shall proceed in accordance with paragraph 10.4 Such claim, with the recommendation of the Architect, will be submitted to the Owner and its action shall be final and binding. Failure to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable unless so made. Compliance by the Contractor with this paragraph does not validate any claim which is otherwise invalid.

...

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Abnormal weather conditions not reasonably anticipated shall mean weather conditions which prevent work on the Project and which have a direct effect on the Contractor's predefined critical work sequence. Contractor's schedule shall take into consideration normal seasonal weather conditions, number of precipitation days per month (as defined by the National Weather Service 30-year average) along with muddy site days directly related to the precipitation days indicated.

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~~The Contractor and Owner waive Claims against each other~~

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This ~~mutual~~ waiver includes

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~.2~~ damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's~~ Owner's termination in accordance with Article 14. Nothing contained in this ~~Section~~ Subparagraph 15.1.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION Paragraph Intentionally Deleted

~~**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

~~**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~

~~**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

~~**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

~~**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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~~**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections ~~9.10.4, 9.10.5,~~ 9.10.5 and 15.1.6 shall be subject to mediation as a condition precedent to ~~binding dispute resolution.~~ the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ which shall be in accordance with the provisions of Section 154.023, Texas Civil Practice and Remedies Code. A request for mediation shall be ~~made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ filed in writing with the other party to this Contract.

...

§ 15.4 ARBITRATION Paragraph Intentionally Deleted.

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 CONSOLIDATION OR JOINDER**~~

~~**§ 15.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional~~

~~person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ARTICLE 16: ADDITIONAL PROVISIONS FOR LIQUIDATED DAMAGES

§16.1 CONTRACTUAL PROVISIONS

§16.1.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed" and shall be substantially complete by the "Substantial Completion Date" set forth in the agreement between the Owner and Contractor.

§16.1.2 Contractor agrees that said work shall be prosecuted in accordance with the provisions of this Contract at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for completion of the same.

§16.1.3 If the said Contractor shall neglect, fail or refuse to complete the Work within the time indicated above or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract, as hereinafter set forth for $500.00, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. Such damages shall be cumulative and not in lieu of any other rights or remedies of Owner against Contractor as a result of any breach by Contractor hereunder.

§16.1.4 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

§16.1.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time fixed by such an extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the Work is due:

.1 To any performance, priority or allocated order duly issued by the Government;

.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

.3 To any delays of subcontractors or suppliers occasioned by any of the causes specified in subparagraphs of this Article.

§16.1.6 Provided, further, that the Contractor shall, within 10 days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the cause of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

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User Notes:

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert H. Roeder/mva, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:13:28 on 07/16/2012 under Order No. 6037120296_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (878262123)

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND CALIFORNIA CONSTRUCTION, LLC., FOR CONSTRUCTION OF A 8' HIKE & BIKE TRAIL ALONG COTTONWOOD BRANCH FROM NORTH COUNTY ROAD TO FRISCO STREET.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Agreement by and between the City of Frisco and California Construction, LLC., for construction of a 8' Hike & Bike trail along Cottonwood Branch from North County Road to Frisco Street, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

CITY OF FRISCO BID TABULATION
OPENED 06-19-12
BID. NO. #1205-053
Cottonwood Branch Trail

FRISCO
PROGRESS IN MOTION

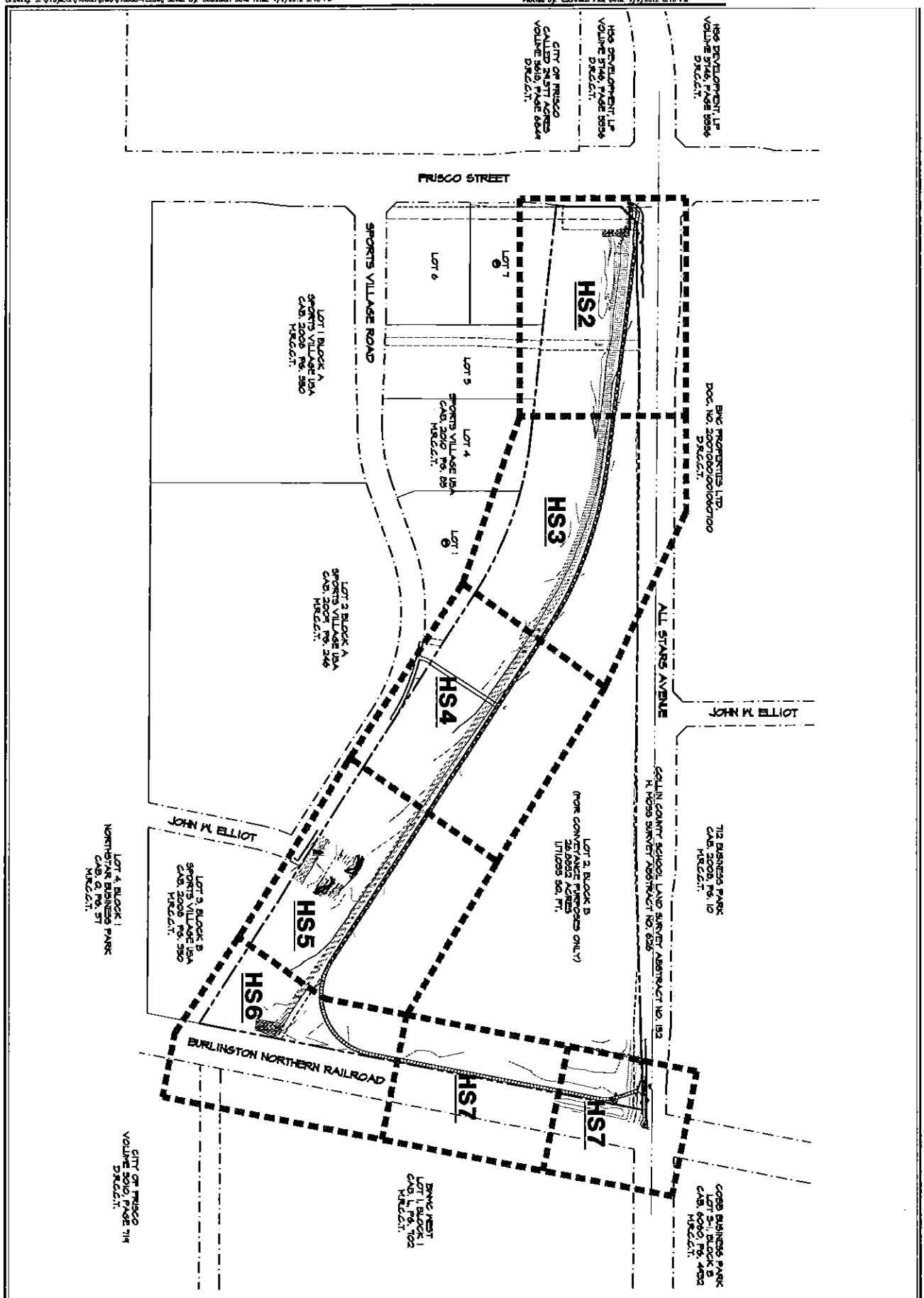
			California Construction		Ratliff Hardscape		Bass Solutions		Estrada Concrete		Parkscape Construction		Roeschco Construction		Irricon Construction		JDC Construction		Cole Construction	
Description	Units	Budgeted Qty.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extende Cost
Site Grading and Finish Grading per plans and specifications.	LS	1	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$9,660.00	$9,660.00	$2,000.00	$2,000.00	$26,919.78	$26,919.78	$22,700.00	$22,700.00	$29,500.00	$29,500.00	$29,000.00	$29,000.00	$24,000.00	$24,000.(
Exsisting Concrete Sidewalk Removal and Disposal	SF	1,125	$1.50	$1,687.50	$1.80	$2,025.00	$1.15	$1,293.75	$0.50	$562.50	$2.60	$2,925.00	$3.00	$3,375.00	$2.00	$2,250.00	$4.00	$4,500.00	$2.40	$2,700.(
8'-0" width, 5" depth concrete sidewalk per plans, details, and City of Frisco standards.	SF	38,995	$3.25	$126,733.75	$3.24	$126,343.80	$3.45	$134,532.75	$3.95	$154,030.25	$3.33	$129,853.35	$3.50	$136,482.50	$4.40	$171,578.00	$4.00	$155,980.00	$5.00	$194,975.00
Barrier Free Ramp per ADA Requirments, plans, details, and City of Frisco standards.	EA	2	$750.00	$1,500.00	$510.00	$1,020.00	$920.00	$1,840.00	$800.00	$1,600.00	$1,140.62	$2,281.24	$1,200.00	$2,400.00	$1,000.00	$2,000.00	$2,500.00	$5,000.00	$1,300.00	$2,600.00
Raised Truncated Dome Pavers per ADA Requirments, plans, details, and City of Frisco ırds.	SF	60	$6.00	$360.00	$15.00	$900.00	$5.75	$345.00	$15.00	$900.00	$11.67	$700.20	$12.00	$720.00	$12.00	$720.00	$75.00	$4,500.00	$24.80	$1,488.00
on Bermuda Solid Sod all disturbed and areas.	SF	19,500	$0.27	$5,265.00	$0.42	$8,190.00	$0.33	$6,435.00	$0.45	$8,775.00	$0.72	$14,040.00	$0.42	$8,190.00	$0.54	$10,530.00	$0.40	$7,800.00	$0.75	$14,625.00
e temporary irrigation until establishment of da Sod.	LS	1	$4,000.00	$4,000.00	$7,080.00	$7,080.00	$6,325.00	$6,325.00	$1,500.00	$1,500.00	$6,401.63	$6,401.63	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$1,890.00	$1,890.00
able Testing per specifications and City of Standard.	LS	1	$4,200.00	$4,200.00	$4,830.00	$4,830.00	$4,887.76	$4,887.76	$5,000.00	$5,000.00	$3,062.50	$3,062.50	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$3,250.00	$3,250.00	$2,400.00	$2,400.00
ees (performance, maintenance, payment) wn in contract and bid documents.	LS	1	$8,000.00	$8,000.00	$12,402.00	$12,402.00	$7,130.00	$7,130.00	$9,500.00	$9,500.00	$3,723.13	$3,723.13	$10,500.00	$10,500.00	$5,400.00	$5,400.00	$15,500.00	$15,500.00	$6,900.00	$6,900.00
Frisco Contingency Fee	LS	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
ID TOTAL ---				**$166,746.25**		**$178,790.80**		**$182,449.26**		**$193,867.75**		**$199,906.83**		**$202,367.50**		**$238,478.00**		**$238,530.00**		**$261,578.00**

ABULATION STATEMENT

DS SUBMITTED FOR THE DESIGNATED PROJECT ARE THE CTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID IS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BY NOT LIMITED TO THE PROJECT.

Drawing: S:\Projects\FR0008\PRC\FR0008-HS.dwg Saved By: CJohnson Save Time: 1/9/2012 5:18 PM Plotted by: CJohnson Plot Date: 1/9/2012 5:18 PM



PROJECT FR1008	PLAN REVIEW REVISIONS	BY	DATE	HARDSCAPE PLANS	THESE DOCUMENTS ARE FOR INTERIM DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES
SHEET HS1 of 10				Overall Sheet Layout	Released: 01/09/2012
				Cottonwood Branch Trail	

1" = 200' = 0' — NORTH

STUDIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mullis Newby Hurst, LP
5057 Keller Springs Rd, #400
Liberty Plaza II
Addison TX 75001

CONTACT NAME: Loyce Harwell, CISR
PHONE (A/C, No, Ext): (972)201-0100 FAX (A/C, No): (972)201-0123
E-MAIL ADDRESS: lharwell@mnhins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Mercury Insurance Company	10657
INSURER B : Texas Mutual Insurance Co.	22945
INSURER C : Commerce & Industry Ins. Co.	19410
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
California Construction LLC
44 Tranquil Pond Drive

Frisco TX 75034

COVERAGES **CERTIFICATE NUMBER:** 11-12 5021 (R) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			FMTX009278	7/31/2011	7/31/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 5,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			BE 021461978	1/1/2012	7/31/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF-0001232385	1/5/2012	1/5/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE:Project Name: Frisco 87008 0472 Parks Contract(Cottonwood Branch Trail),Frisco, TX
Certificate Holder include:City of Frisco

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.
The General Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation

CERTIFICATE HOLDER

City of Frisco
6101 Frisco Square Blvd.
5th floor
Frisco, TX 75034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sam Mullis/CINDY

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COMMENTS/REMARKS

endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.
The General Liability and Worker Compensation policies include a 30 day notice of cancellation to the certificate holder's when the policy is canceled by the carrier for reasons other than non-payment of premium, only 10 day's notice is provided should the policy be cancelled because of non-payment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

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Performance Bond

(Conforms with The American Institute of Architects A.I.A. Document No. A-311 - February 1970 Edition)

Bond No: **769696P**

KNOW ALL MEN BY THESE PRESENTS: that **California Construction, LLC, 44 Tranquil Pond Drive, Frisco, Texas, 75034**, as Principal, hereinafter called Contractor, and, **Developers Surety and Indemnity Company, 105 Decker Court, Suite 670, Irving, TX 75062** as Surety, hereinafter called Surety, are held and firmly bound unto **City of Frisco, P.O. Drawer 1100, Frisco, Texas, 75034-4220**, as Obligee, hereinafter called Owner, in the amount of **ONE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED FORTY-SIX AND 25/100THS** Dollars (**$166,746.25**), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor by written agreement dated this 23rd day of July, 2012, entered into a contract with Owner for **ARBJ File: Frisco 870008 0472 Park Contracts (Cottonwood Branch Trail), Frisco, TX** in accordance with Drawings and Specifications prepared by **Studio 13 Design Group, 1740 Midway Road, Lewisville, TX 75056**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

(Conforms with The American Institute of Architects A.I.A. Document No. A-311 - February 1970 Edition)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price, as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 23rd of July, 2012.

California Construction, LLC

Principal

Witness

Seal

Developers Surety and Indemnity Company

Surety

Witness Carol Goodenough

Sandra Lee Roney, Attorney-In-Fact

Labor and Material Payment Bond

(Conforms with The American Institute of Architects A.I.A. Document No. A-311 - February 1970 Edition)

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond No: **769696P**

KNOW ALL MEN BY THESE PRESENTS: that **California Construction, LLC**, **44 Tranquil Pond Drive, Frisco, Texas, 75034**, as Principal, hereinafter called Contractor, and, **Developers Surety and Indemnity Company**, **105 Decker Court, Suite 670, Irving, TX 75062**, as Surety, hereinafter called Surety, are held and firmly bound unto **City of Frisco, P.O. Drawer 1100, Frisco, Texas, 75034-4220**, as Obligee, hereinafter called Owner, in the amount of **ONE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED FORTY-SIX AND 25/100THS** Dollars (**$166,746.25**), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor by written agreement dated this 23rd day of July, 2012, entered into a contract with Owner for **ARBJ File: Frisco 870008 0472 Park Contracts (Cottonwood Branch Trail), Frisco, TX**, in accordance with Drawings and Specifications prepared by **Studio 13 Design Group, 1740 Midway Road, Lewisville, TX 75056**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to The Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 23rd day of July, 2012.

(Witness)

CALIFORNIA CONSTRUCTION, LLC
(Principal) (Seal)

Owner
(Title) (Seal)

Carol Goodenough (Witness)

DEVELOPERS SURETY AND INDEMNITY COMPANY
(Surety) (Seal)

Sandra Lee Roney, Attorney-In-Fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Aaron Jay Endris, Sammy Joe Mullis, John William Newby, Robert Donald Hurst, Wilbert Raymond Watson, Troy Russell Key, Carolyn J. Goodenough, Sandra Lee Roney, Patricia Lee Bartlett, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: Daniel Young
Daniel Young, Vice-President

By: Stephen T. Pate
Stephen T. Pate, Senior Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On January 31, 2011 (Date) before me, Antonio Alvarado, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Stephen T. Pate (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 1860643
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2013

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 23rd day of July, 2012

By: Gregg N. Okura
Gregg Okura, Assistant Secretary

ID-1438(Rev.01/11)

INSURORS INDEMNITY Companies

P.O. Box 2683 • 225 South Fifth Street • Waco, Texas 76702-2683
www.insurorsindemnity.com • 254-759-3700 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

AGENDA ITEM #24.

FRISCO
PROGRESS IN MOTION

Parks and Recreation Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

From: **Dudley Raymond, RLA, Parks Planning and Business Development Manager**

Date: **07/23/12**

Agenda Caption: **Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and ALPHA Testing, Inc., for Geotechnical Investigation and Report for Grand Park.**

Action Requested: Consider and act upon approving a resolution to execute an agreement with Alpha Testing, Inc. for testing/exploration and a geotechnical report for Grand Park in an amount not to exceed $95,905.

Background Information: This agreement is for Alpha Testing to drill geotechnical test holes, as well as excavate pits for material sampling. These samples will be tested and a geotechnical report will be generated to assist Jacobs in the design of the first phase improvements. These tests will help the engineers and architects to design the dams, structural elements, paving, etc.

The original contract for testing and geotechnical report with Alpha Testing will become void upon the execution of this agreement because 1) the site plan changed; 2) the size and number of dams changed; 3) the scope of services was not adequate; 4) the original contract is over three years old and indicated that the City will have no liability for payment of work performed outside of fiscal year 2007-2008 unless and until such funds are budgeted. This new agreement will take its place for the work required.

Board Review/Citizen Input: The Board is aware of the project.

Alternatives:

- Approve
- Table
- Not approve

- Direct Staff to make changes

Financial Considerations: GO Bonds.

Legal Review: The City Attorney has approved the agreement as to form.

Supporting Documents:

- Copy of the agreement
- Resolution

Staff Recommendation: Authorize the City Manager to execute the agreement with Alpha Testing for an amount not to exceed $95,905.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND ALPHA TESTING INC., FOR GEOTECHNICAL INVESTIGATION AND REPORT FOR GRAND PARK.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an agreement by and between the City of Frisco and ALPHA Testing Inc., for Geotechnical Investigation and Report for Grand Park, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

ALPHA TESTING, INC (CONSULTANT)

FOR

GRAND PARK

PROFESSIONAL SERVICES AGREEMENT

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

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5100
Facsimile: (972) 292-5122

and the Consultant: **Alpha Testing, Inc.**
2209 Wisconsin St.
Suite 100
Dallas, TX 75229

for the following Project: **Grand Park**

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 **Alpha Testing, INC**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to perform Geotechnical Surveying for underground locates at Grand Park, 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 design services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.

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

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

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

1.2.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than October 30, 2012.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

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

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

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

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 Compensation for Consultant's Services – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Lump Sum, for an amount not to exceed Ninety-five Thousand and Nine Hundred and Five Dollars 00/100 ($95,905.00), ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B."

3.1.1 Completion of Record Documents NOT APPLICABLE– City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final five percent (5%) of the Consultant's Fee, or Zero Dollars ($0.00). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 Disputes between City and Construction Contractor – NOT APPLICABLE If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a

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

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities NOT APPLICABLE–** Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act – NOT APPLICABLE** Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code , as it exists or may be amended (the "Barriers Act"), as solely determined by the City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of the Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall participate in consultations with said authorities in order to obtain approval for the Project. As part of the services provided under the Consultant's Fee, the Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (the "TDLR"). The Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the construction documents, or inspection of the Project at the commencement of construction, during the construction of the Project, or at the completion of construction.

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

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

3.1.4.3 **TDLR Approval of Construction Documents – NOT APPLICABLE** After review of the construction documents by TDLR, the Consultant shall be notified in writing of the results; however, it is the Consultant's responsibility to obtain TDLR's written comments. The Consultant shall address all comments that prevent TDLR approval of the construction documents, including comments relating to Conditional Approval that must be addressed in the design and construction of the Project. Consultant shall resubmit construction documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection – NOT APPLICABLE** Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. The Consultant shall advise the City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection – NOT APPLICABLE** When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide the City with this list within five (5) calendar days of receipt. It is the sole responsibility of the Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the

inspection) and the City with written verification of the corrective measures completed.

3.1.4.6 **TDLR Notice of Substantial Compliance** – **NOT APPLICABLE** TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that Zero Dollars ($0.00) shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project.

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

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

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

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

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

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

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

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

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*
	Not Applicable	

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:

Dudley Raymond
Parks Planning and Business Development Manager
Parks and Recreation Department
City of Frisco
6726 Walnut Street
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:

Alpha Testing, INC
2209 Wisconsin St.
Suite 100
Dallas, Texas 75229

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

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

ARTICLE 12

MISCELLANEOUS

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

12.1.1 Exhibit "A," Scope of Services.

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

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

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

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

12.1.7 Exhibit "F," Affidavit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.16 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2011-2012 fiscal year. City will give Consultant sixty days (60) notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2010-2011 fiscal year unless and until such funds are budgeted.

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

CITY
City of Frisco, Texas
By: _____
George Purefoy
Title: City Manager

CONSULTANT
Alpha Testing, Inc.
By: _____ 7/18/12
Alpha Testing, Inc Representative
Title: Principal

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

STATE OF TEXAS:

COUNTY OF Dallas :

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Theodore Janish, 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 18 DAY OF July, 2012.

BRANDY M CRUZ
My Commission Expires
July 30, 2016

Brandy Cruz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 7-30-16

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City)
and Alpha Testing, Inc (Consultant)
to perform Geotechnical Surveying for Grand Park

I. **PROJECT DESCRIPTION.**

Alpha Testing is to provide underground, Geotechnical Survey work in accordance with the Master Plan prepared by Jacobs Dated October 28, 2011. This study will include the following evaluations at a minimum:

- Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by foundations;
- Engineering characterizations of the surface materials encountered;
- Typical foundations suitable of the various project components;
- Date required for design of typical foundation systems for the project.
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations and pavements, pavement design recommendations, and possible construction problems reasonable to be expected.

II. **TASK SUMMARY, BASIC SERVICES.**

Task One, On-site Investigation – Alpha shall explore the subsurface soil and/or rock conditions at the site by drilling test borings and performing test pits. It is estimated the necessary information will be provided by drilling 65 test borings to a depth of up to 60 feet and excavating one (1) day of test pits (estimated to be about 8 to 10 pits). Piezometers (for monitoring groundwater levels only) will be installed at two (2) of the dam borings. Water levels will be read in the piezometers at various times throughout the duration of the study, and then the piezometers will be removed. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Borings associated with the dams and drop structure (including the piesometer borings) will be backfilled with bentonite pellets.

Settlement of boreholes may occur over time. ALPHA shall not be responsible for any settlement of boreholes that may occur after the initial backfilling. The number and depth of the test borings and test pits required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, ALPHA will consult with the City of Frisco prior to initiating any additional services. Any additional work must be agreed to in writing prior to commencement of said work. Regardless of the number of borings and test pits performed, subsurface conditions between test locations may vary.

EXHIBIT "A"
SCOPE OF SERVICES

Field exploration programs shall be conducted with suitable drilling equipment operated by experienced and reliable drillers. All field work shall be supervised by a professional engineer licensed in the state of Texas.

Task Two, Laboratory Test – Alpha will perform necessary test to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of the test will be determined based on the soil/rock conditions encountered in the borings. ALPHA's laboratories shall be equipped with modern equipment for soil and rock testing, and all tests shall be performed by trained and qualified technicians in compliance with the applicable specifications. All testing and laboratory work shall be supervised by a professional engineer licensed in the state of Texas.

Task Three, Written Report w/ recommendations – Alpha will provide the City with a written report detailing recommendations for all the items listed in the I. Project Description.

This scope of work does not include stability analysis for any slopes either to be constructed or which may exist naturally on the site.

III. TASK SUMMARY, SPECIAL SERVICES.

Task One, None

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:

- Stability analysis for any slopes either to be constructed or which may exist naturally on the site.

V. DELIVERABLES.

A. **Required Deliverables** – At the completion of Tasks 1 (with Deliverable 1) Consultant shall ensure the delivery of the following products to the City:

EXHIBIT "A"
SCOPE OF SERVICES

1. **Deliverable #1** – Consultant will deliver Geotechnical Recommendations for City review. Final product shall be in printed manual.

VI. PROJECT LABOR ALLOCATION.

Task	Subtask	Labor Hours
TASK 1	On-site Investigation	39%
TASK 2	Laboratory	30%
TASK 3	Written report with Recommendations	31%
GRAND TOTAL		100%

VII. ATTACHMENTS (IF APPLICABLE).

SEE EXHIBIT H

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

Agreement by and between the City of Frisco (City) and Alpha Testing, INC (Consultant) to perform Geotechnical Surveying for Grand Park

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
3 month	$95,905.00	Consultant shall prepare construction documents including all phases, structural and paving recommendations. Documents shall be submitted in neat, printed construction manual. With deliverable 1.
	$0	n/a
	$0	n/a
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	**$95,905.00**	

II. PROJECT BUDGET SUMMARY.

A. **Basic Services.**

1. Description of Basic Services.

a. **Preliminary Design.** $ 0

b. **Pre-bid Meeting.** $ 0

c. **Final Bid Specifications & Construction Documents.** $ 0

d. **Compliance with Barriers Act and TDLR Notice of Substantial Compliance.** $ 0

e. **Construction Administration** *(including research of existing conditions and certification of Contractor's default).* $ 0

f. **Completion of Record Documents.** $ 0

g. **Surveying Services.**

i. Design Surveying. $ 0

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

h. **Architectural Services.**	$ 0
i. **Landscape Irrigation Services.**	$ 0
j. **Geotechnical Engineering Fees.**	$ 95,905.00
2. *Total Basic Services (Not-To-Exceed)*	*$ 95,905.00*

B. **Special Services.**

1. Description of Special Services.	$ 0
2. *Total Special Services (Not-To-Exceed)*	*$ 0*

C. **Direct Expenses.**

a. Description of Direct Expenses. (Add items applicable to this Contract).

a. **Mileage Reimbursement.**	$ 0
b. **Commercial Reproduction.**	$ 0
c. **In-House Reproduction.**	$ 0
d. **Commercial Plotting.**	$ 0
e. **In-House Plotting.**	$ 0
f. **Communications.**	$ 0
g. **Postage, Mail, and Delivery Service.**	$ 0
b. *Total Direct Expenses (Not-To-Exceed)*	*$ 0*

B. **General and/or Administrative Markup.** (If this Section is Applicable to Contract)

a. **Description of Markup.**	$ 0,000.00
b. *Total Approved Markup (Not-To-Exceed)*	*$ 0,000.00*

C. **Travel and/or Subsistence Expenses.** (If this Section is Applicable to Contract)

1. **Description of Travel Expenses.**	$ 0,000.00
2. **Description of Subsistence Expenses.**	$ 0,000.00

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

3. *Total Approved Travel and Subsistence Expenses (Not-To-Exceed)* — $ 00,000.00

F. ***Project Budget, Grand Total (Not-To-Exceed)*** — $ 95,905.00

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
B. 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.

C. **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.

D. **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.

E. **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.

F. **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.

G. **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.

H. **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.

I. **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.

J. **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.

2. 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.

3. 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, Theodore Janish a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

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

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

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

____ Other: _____.

✓ None of the Above.

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

Signed this 18 day of July, 2012.

/Principal

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Theodore Janish 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 18 day of July, 2012.

BRANDY M CRUZ
My Commission Expires
July 30, 2015

Notary Public in and for the State of Texas
My commission expires: 7-30-15

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.

Theodore A. Janish

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.

None

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.

None

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

6 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 6 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.

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

None

7

Signature of person doing business with the governmental entity

7/18/12
Date

Amended 6/18/2010

EXHIBIT H

Field Operations		
Mobilization of Drilling Equipment, Lump Sum		$ 2,000.00
Drilling & Sampling of Test Borings: 1380 ft at $ 14.50/ft		$ 20,010.00
Bulldozer to Clear Brush and Access Boring Locations		
(includes operator and fuel): est. 6 days at $1,800.00/day		$ 10,800.00
Backfill Dam Borings with Bentonite Pellets: 160 lf at $3.00/ft		$ 480.00
Install Piezometers at 2 Borings: 80 ft @$14.00/ft:		$ 1,120.00
Abandon Piezometers at Completion of Geotechnical Study, Lump Sum		$ 1,000.00
Test Pits (includes backhoe, operator, fuel, and field engineer to log holes)		
1 day at $2,500.00/day	$ 2,500.00	
Field Operations Subtotal		**$ 37,910.00**
Laboratory Testing (Soil Borings)		
Moisture Content: 420 at $ 9.00 ea.		
Atterberg Limits: 60 at $ 60.00 ea.		
Unconfined Compression (Soil): 42 at $ 40.00 ea		
Absorption Swell (soil): 67 at 100.00 ea.		
Gradation (No. 200 sieve only): 39 at $30.00 ea.		
Gradation (Full Sieve and Hydrometer): 2 at $200.00 ea.		
Consolidation: 2 at $300.00 ea		
Hydraulic Conductivity: 2 at $250.00 ea.		
Triaxial Compression (CU w/ pore pressure measurement, multi-stage):2 at $1,200 ea.		
Soluble Sulfates: 30 at $100.00 ea		
pH Series: 3 at $325.00 ea.		
Lime Std Proctor: 2 at $250.00 ea.		
Absorption Swell (Lime): 2 at $150.00 ea		
Laboratory Subtotal for Borings		**$ 25,805.00**
Laboratory Testing (Test Pits)		
Moisture Content: 40 at $ 9.00 ea.		
Atterberg Limits: 10 at $ 60.00 ea.		
Gradation (No. 200 sieve only): 5 at $30.00 ea.		
Standard Proctor: 4 at $200.00 ea.		
Remolded Unconfined Compression: 8 at $60.00		
Laboratory Subtotal for Test Pits		**$ 2,380.00**
Engineering Analysis & Report, Lump Sum		**$ 30,000.00**
ESTIMATED GRAND TOTAL		$ 95,905.00

AGENDA ITEM #25.

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: **Dudley Raymond R.L.A., Parks Planning and Business Development Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **July 18, 2012**

Subject: **Consider and act upon approval of a resolution authorizing the City Manager to enter into an agreement by and between the City of Frisco and Star Outdoors, Inc., for landscape improvements and renovations at Fairways Green Neighborhood Park. (Parks/DR)**

Action Requested: Accept a bid and approve a resolution authorizing the City Manager to enter into an agreement by and between the City of Frisco and Star Outdoors, Inc., for landscape improvements and renovations at Fairways Green Neighborhood Park, in the amount of $37,177.

Background Information: This project is located at Fairways Green Neighborhood Park. It includes the removal of existing sod and landscaping, application of nutrients and fertilizer, and the installation of new sod. The total cost of $37,177 includes all applicable work to provide sustainable and improved sodding at one of our frequently used neighborhood parks.

Board Review/Citizen Input: The Parks and Recreation Board has approved the budget for this project.

Alternatives:

- Table the item
- Accept the bid and approve the resolution
- Deny approval and send back to staff with direction on how to proceed

Financial Considerations: Funding for the Agreement will be from Park Development Funds.

Legal Review: Not applicable. This is a standard purchasing agreement template that has been approved by the attorneys.

Supporting Documents:

- Resolution
- Bid Tabulation
- Purchasing Agreement

Staff Recommendation: Accept a bid and approve a resolution authorizing the City Manager to enter into an agreement by and between the City of Frisco and Star Outdoors, Inc., for landscape improvements and renovations at Fairways Green Neighborhood Park.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND STAR OUTDOORS, INC. FOR LANDSCAPE IMPROVEMENTS AND RENOVATIONS AT FAIRWAYS GREEN NEIGHBORHOOD PARK.

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 enter into, on behalf of the City Council of the City of Frisco, Texas, an agreement by and between the City of Frisco and Star Outdoors, Inc. for landscape improvements and renovations at Fairways Green Neighborhood Park, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1206-062

"Fairways Green Neighborhood Park – Landscape Renovations"

DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

"Thursday June 28th @ 2:00pm"

NO LATE BIDS WILL BE ACCEPTED

ORIGINAL AND ONE COPY REQUIRED

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR OF ADMINISTRATIVE SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M.
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella, CPIM
Purchasing Buyer
jstellatella@friscotexas.gov
972 292 5541

CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1206-062

"Fairways Green Neighborhood Park – Landscape Renovations"

BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for "Fairways Green Neighborhood Park – Landscape Renovations"

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by "Thursday June 28th" at 2:00 PM BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on "Thursday June 28th" at 2:05 PM.

Write the competitive sealed bid number "1206-062", name of bid, "Fairways Green Neighborhood Park – Landscape Renovations" and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

BONDING REQUIREMENTS

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over $100,000.00 and a payment bond will be required for all contracts over $50,000.00. A separate maintenance bond may be required for all contracts less than $100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package.**

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original and one (1) copy of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, ww.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292 5541.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

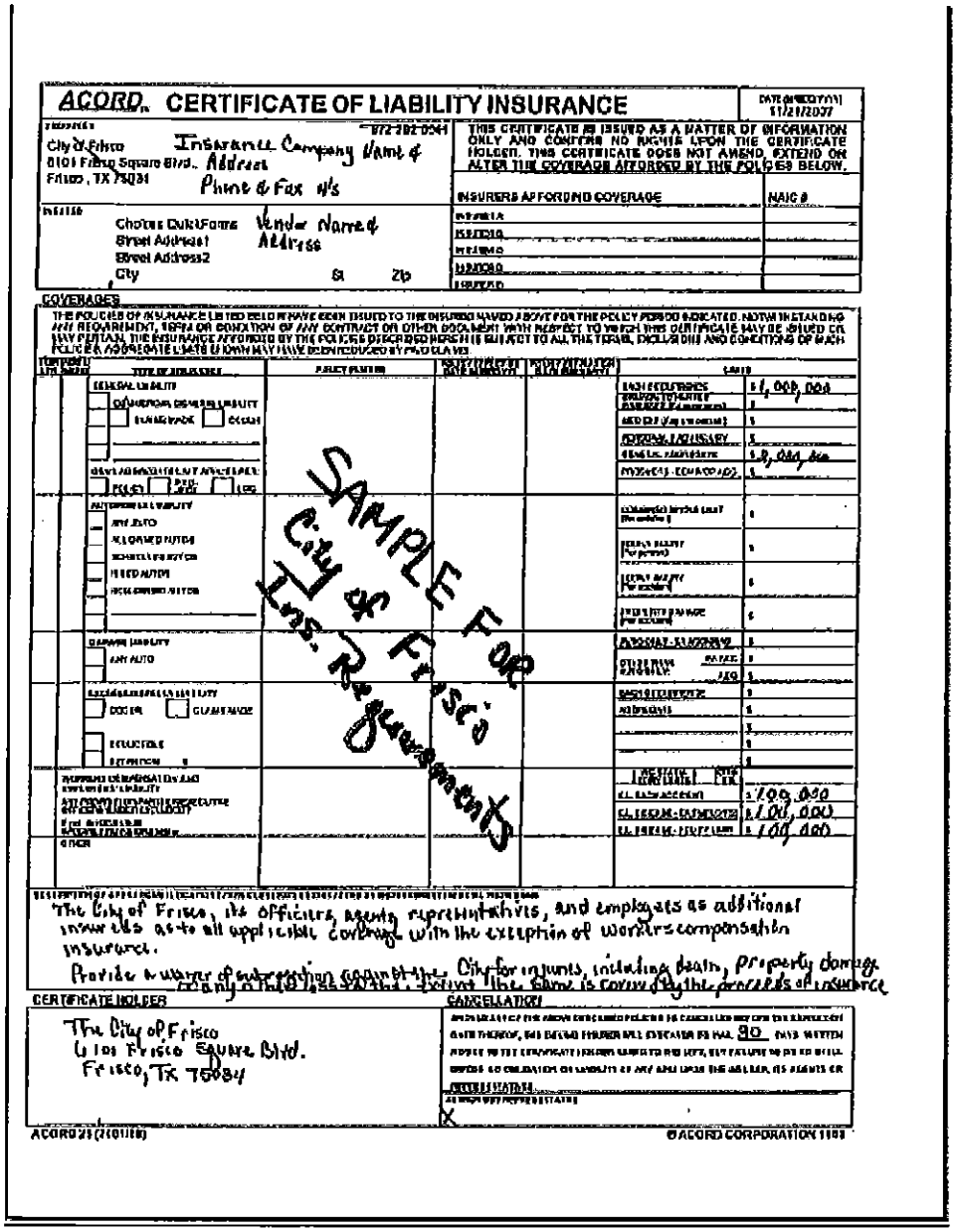
1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change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

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

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate. (If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars (If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.

Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars



ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2007

PRODUCER
City of Frisco — Insurance Company Name & Address
6101 Frisco Square Blvd. — Phone & Fax #'s
Frisco, TX 75034

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE — NAIC #

INSURED
Choice DukiForms — Vendor Name & Address
Street Address1
Street Address2
City St Zip

INSURER A
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE $ 1,000,000
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS MADE OCCUR				MED EXP (Any one person) $
					PERSONAL & ADV INJURY $
					GENERAL AGGREGATE $ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO				BODILY INJURY (Per person) $
	ALL OWNED AUTOS				BODILY INJURY (Per accident) $
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) $
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
	ANY AUTO				OTHER THAN EA ACC $
					AUTO ONLY: AGG $
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE $
	OCCUR CLAIMS MADE				AGGREGATE $
					$
	DEDUCTIBLE				$
	RETENTION $				$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT $ 100,000
	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE $ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT $ 100,000
	OTHER				

SAMPLE FOR City of Frisco's Ins. Requirements

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.

Provide a waiver of subrogation condition in favor of the City for injuries, including death, property damage, or any loss which occurs in connection with the Scope of Work, and which is covered by the proceeds of insurance.

CERTIFICATE HOLDER

The City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) — © ACORD CORPORATION 1988

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:
   2322 PARKER ROAD, SUITE 600
   CARROLLTON, TX 75010
   214-909-8158

2. Name and address of principal place of business, and phone number of your company's majority owner:
   2322 PARKER ROAD, SUITE 600
   CARROLLTON, TX 75010

   PHILLIP THOMPSON : 214-909-8158

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:
   N/A

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT
N/A	N/A	N/A

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: STAR OUTDOORS, INC. / PHILLIP THOMSEN

Title of Officer: PRESIDENT

Signature of Contractor: _____

Date: 07-17-2012

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of PHILLIP THOMSEN, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 17 day of July, 2012

DAMON R. COBB
Notary Public, State of Texas
My Commission Expires
February 20, 2013

_____
Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES __X__NO
2. Partnership _____YES __X__NO
3. Corporation __X__YES _____NO

If company is a sole proprietorship, list the owner's full legal name:
N/A

If company is a partnership, list the partner's full legal name(s):
N/A

If company is a corporation, list the full legal name as listed on the corporate charter:
STAR OUTDOORS, INC.

Is this firm a minority, or woman-owned business enterprise?

__X__ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? __X__ NO ____ YES

If yes, specify governmental agency: N/A

Date of certification: N/A

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1	**Name of person doing business with local governmental entity.** N/A
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 Septembe 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.** N/A

4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship. N/A

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

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

N/A

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

NA

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

NA

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

NA

D, Describe each affiliation or business relationship.

NA

6

N/A

Signature of person doing business with the governmental entity

4/20/12
Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Scope of Work

AREA A

1. Contractor shall apply the appropriate type and quantity of herbicide to eradicate all existing vegetation in approximately 80,000 sq ft of existing sod. This herbicide shall be applied by competent and licensed applicators in strict accordance of all state, federal and labeling guidelines. Care shall be taken to protect all vegetation outside the work area and trees. Contractor shall be held responsible for any damage or loss of vegetation not related to the approved work area. Location shall be approved by Owner prior to any construction.

2. Contractor shall secure, haul and spread 1 inch of high quality compost to the entire work site. The compost shall be DynoDirt Biosolid Compost as provided by the City of Denton (940-349-8290) or approved other. The contractor shall till the compost into the top four inches of existing soil. Upon completion, the area shall be raked and leveled to maintain proper drainage. The area shall be compacted as necessary to ensure that the final product has proper drainage with no low spots or ruts.

3. Contractor is responsible for locating any and all irrigation within the work area. It is the Contractors responsibility to cut, patch, adjust, alter, cap and/or repair any irrigation to restore the system to working conditions and provide 100% coverage to said work. This work shall be done as quickly as possible. The Contractor shall be held responsible for any plant loss due to irrigation damage as a result of this project. All valve boxes, heads and appurtenances shall be adjusted to grade, level and proper working elevation.

4. Contractor shall solid sod the work area with Midiron Bermuda Grass sod rolls. (approximately 80,000 sq ft) The rolls of sod shall comply with specifications. Owner reserves the right to reject any sod deemed to be declining prior to application. All disturbed areas shall receive solid sod.

5. Contractor shall roll the sod immediately after it is laid.

6. Contractor shall be required to call for all City locates and 1-800-Dig-Tess prior to ANY construction.

7. Final acceptance of the project will be upon the contractor installing and rolling the sod to the City's satisfaction AND all irrigation being adjusted and working properly.

AREA B

1. Contract shall install 100 lbs per 1,000 sq ft of pelletized gypsum over the entire area. This shall be coordinated with the City of Frisco Parks Department as well as other work activities to ensure that the area can be watered in as soon as application is completed. (approximately 41,400 SF)

WORKING STANDARDS

TIME IS OF THE ESSENCE FOR THIS PROJECTS and the OPERATOR will pay liquated damages of $100.00 per calendar day for work that is not completed by the established completion date, which will be 45 calendar days from 'Notice to Proceed' date.

It is the City of Frisco's expectation that once the contract has been executed that a 'Notice To Proceed' will be given and the OPERATOR will commence work and CONTINUE working on the project in an orderly fashion until the project is completed.

Upon completion of the work, the OPERATOR shall remove from the site all materials, tools and equipment belonging to the Operator and leave the site with a clean, neat appearance acceptable to the CITY.

All litter and debris removed must be disposed of in a certified landfill operation, in accordance with current Federal, State and Local regulations.

FRISCO
PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

BID FORM

Bid Number 1206-062
"Fairways Green Neighborhood Park – Landscape Renovations"

Item	Description	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (In days)
	Area A					
	Application of herbicide	SF	80,000	0.01	800.00	14.0
	Complete and in place Compost	SF	80,000	0.11	8,800.00	5.0
	Complete and in place Solid Sod	SF	80,000	0.24	19,200.00	3.0
	All miscellaneous labor and materials including irrigation repair / adjustment to complete the project as described	LS	1	893.00	893.00	4.0
	Area B					
	Complete and in place Gypsum	SF	41,400	0.06	2,484.00	1.0
	Owners Contingency	LS	1	$5,000	$5,000	NA
GRAND TOTAL---→					$37,177.00	

Measurement and payment for the various bid items will be made in accordance with the item as set up in the Bid. Quantities stated in the Bid are approximate and are to be used only as a basis for estimating the probable cost of work. The Contractor will only be paid for the actual amount of work done and the material furnished. The Contractor will make no claim for damages, restocking or anticipated profits caused by any differences found between the quantities of work actually done and the estimated quantities in the Bid. The Owner also reserves the right to delete portions of this project. If a position of work is deleted, no claim can be filed for damages, restocking or anticipated profits. Any quantities added to this project will be paid for at the unit price bid for that item.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: STAR OUTDOORS, INC.

Address of Bidder: 2322 PARKER ROAD, SUITE 500; CARROLLTON, TX 75010

Telephone Number: 214-909-8158 Fax: 972-294-3378

E-mail address: PHILLIP@STAROUTDOORSINC.COM

By: PHILLIP THOMPSON (print name) Cash Discount Terms:

Title: PRESIDENT Federal ID #/SSN #: 27-2092009

Signature:

Acknowledgement of Addenda: #1 X #2 #3 #4 #5

City of Frisco - Bid Tabulation
Bid Number 1206-062
Opened 06/28/2012
Fairways Green Neighborhood Park - Landscape Renovations

				Star Outdoors, Inc. 2322 Parker Rd., Ste 500 Carrollton, TX 75010 Phillip Thompson 214-909-8158 phillip@staroutdoorsinc.com			Bass Site Solutions, LLC 1525 Clear Point Garland, TX 75041 Debby Bass 214-676-0313 dbass@basssites.com			All Around Lawn Care 320 Smith St. Lewisville, TX 75056 Travis Baird 214-421-7663			Denali Construction Services, LLC 3023 Wheelock St. Dallas, TX 75220 Jack Davies 214-350-9555 jack@denalics.com		
Item	Description	Units	Budgeted Qty	Unit Cost	Extended Cost	Delivery (in days)	Unit Cost	Extended Cost	Deliv. Days	Unit Cost	Extended Cost	Deliv. Days	Unit Cost	Extended Cost	Delivery (in Days)
	AREA A														
1	Application of herbicide	SF	80,000	$0.01	$800	14	$0.007	$560	3	$0.015	$1,200	1	$0.0225	$1,800	1
2	Complete and in place Compost	SF	80,000	$0.11	$8,800	5	$0.140	$11,200	10	$0.110	$8,800	2	$0.250	$20,000	10
3	Complete and in place Solid Sod	SF	80,000	$0.24	$19,200	3	$0.340	$27,200	10	$0.340	$27,200	7	$0.360	$28,800	5
4	All miscellaneous labor and materials including irrigation repair / adjustment to complete the project as described	LS	1	$893	$893	4	$5,200.00	$5,200	10	$5,000	$5,000	3	$982	$982	1
	AREA B							$0			$0			$0	
5	Complete and in place Gypsum	SF	41,400	$0.06	$2,484	1	$0.057	$2,359.80	2	$0.24	$9,936	1	$0.02	$828	1
6	Owners Contingency	LS	1	$5,000	$5,000	NA	$5,000.00	$5,000	NA	5000	$5,000	N/A	5000	$5,000	N/A
			GRAND TOTAL		**$37,177**			**$51,519.80**			**$57,136**			**$57,410**	
			FOB DELIVERED				FOB DELIVERED			FOB DELIVERED			FOB DELIVERED		

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

City of Frisco - Bid Tabulation
Bid Number 1206-062
Opened 06/28/2012
Fairways Green Neighborhood Park - Landscape Renovations

FCS Construction, LLC
6991 Main Street
Frisco, TX 75034
Clay Thomas
214-975-0808
cthomas@friscocs.com

HQS Construction, LLC
Box 250771
Plano, TX 75025
Shahid Rasul
972-208-2349
srasul@hqscontruction.com

American Landscape Sys.
1780 Midway Rd.
Lewisville, TX 75056
Joseph Angelone
469-521-2200
jta@americanlandscape systems.com

Item	Description	Units	Budgeted Qty	Unit Cost	Extended Cost	Delivery (in days)	Unit Cost	Extended Cost	Delivery (in Days)	Unit Cost	Extended Cost	Delivery (in Days)
	AREA A											
1	Application of herbicide	SF	80,000	$0.040	$3,200	5	$0.080	$6,400	2	$0.020	$1,600	7
2	Complete and in place Compost	SF	80,000	$0.19	$15,200	5	$0.400	$32,000	29	$0.550	$44,000	7
3	Complete and in place Solid Sod	SF	80,000	$0.35	$28,000	7	$0.350	$28,000	10	$0.395	$31,600	3
4	All miscellaneous labor and materials including irrigation repair / adjustment to complete the project as described	LS	1	$7,000	$7,000	5	$4,000	$4,000	2	$7,500.00	$7,500	7
	AREA B			$0.00	$0			$0		$0.00	$0	
5	Complete and in place Gypsum	SF	41,400	$0.035	$1,449	2	$0.160	$6,624	2	$0.055	$2,277	3
6	Owners Contingency	LS	1	$5,000	$5,000	NA	$5,000	$5,000	NA	5000	$5,000	N/A
			GRAND TOTAL		**$59,849**			**$82,024**			**$91,977**	
				FOB	DELIVERED		FOB	DELIVERED		FOB	DELIVERED	

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

AGENDA ITEM #26.

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: **Dudley Raymond R.L.A., Parks Planning and Business Development Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **July 31, 2012**

Subject: **Consider and act upon approval of a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and The Play Well Group, Inc., for construction of new playground equipment at Bicentennial Park.**

Action Requested: City Council consideration and approval of a resolution authorizing the City Manager to execute a contract for construction of a new playground system at Bicentennial Park in the amount of $31,226.29.

Background Information: This project is located at Bicentennial Park. It includes the purchase, demolition and installation of a new, updated playground system. The structures quote is $19,918 and the installation and demolition is quoted at $11,308.29, for a total cost of $31,226.29. The new structure will be located in the current playground location. The playground system it is replacing was originally placed into service at the park approximately 20 years ago.

Board Review/Citizen Input: The Parks and Recreation Board has approved the budget for this project.

Alternatives:

- Table the item
- Accept the bid and approve the resolution
- Deny approval and provide staff direction on how to proceed

Financial Considerations: Funding for the agreement will be from Park Development Funds.

Legal Review: The agreement has been drafted and reviewed by the attorneys.

Supporting Documents:

- Contract
- Buyboard quote
- Resolution

Staff Recommendation: Accept a bid and approve a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and The Play Well Group, Inc., for the purchase, installation and demolition of a new playground system at Bicentennial Park.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND THE PLAYWELL GROUP INC. FOR PLAYGROUND IMPROVEMENTS AT BICENTENNIAL PARK.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an agreement by and between the City of Frisco and The Playwell Group Inc. for playground improvements at Bicentennial Park, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGREEMENT FOR A NEW PLAYGROUND AT BICENTENNIAL PARK

This Agreement (the "Agreement") is made and entered into this the ___ day of _____, 2012, by the **City of Frisco, Texas** (hereinafter called the "City"), a Texas municipal corporation, and **The Playwell Group Inc.**, a Texas corporation (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to purchase and install a new playground at Bicentennial Park and remove and dispose of the existing playground; and

WHEREAS, Contractor specializes in the installation, demolition and sale of playground equipment; and

WHEREAS, City has determined that it is in the best interest of the public to hire Contractor to purchase and install the playground and demolish and remove the existing structure.

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

1. Scope of Services.
The Contractor shall purchase and install one (1) custom Challenger Series 500-1005 Playgroup System which will include all specifications set forth and agreed to by both parties, as well as, removal and disposal of existing play structure currently installed on site, subject to final acceptance by the City (the "Project"). Contractor shall furnish all personnel, labor, equipment, supplies and all other items necessary to complete the installation of the new structure.

2. Terms.
Performance of the Project shall commence upon the execution of this Agreement and the "Notice to Proceed" date by the City. The work shall be completed within ninety (90) days from Notice to Proceed. Contractor is responsible for restoring all irrigation systems and City properties to their previous condition. City has the right to terminate this Agreement at any time, with fifteen (15) days prior written notice to Contractor.

3. Contract Price.
In exchange for those services described in the Agreement Documents, the City agrees to pay Thirty One Thousand Two Hundred Twenty Six Dollars and 29/100 cents ($31,226.29) to Contractor. The Contractor shall invoice the City after all work has been completed, including passing a playground safety audit, provided by Contractor and at no additional cost to the City, and upon final acceptance of the Project by the City. The City shall pay the Contractor the full invoiced amount within thirty (30) days after receiving the invoice.

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

A. This Agreement; and

B. The Buy Board Quote attached hereto as Exhibit "A."

This Agreement shall incorporate the terms of Exhibit "A" in its entirety. To the extent that Exhibit "A" is in conflict with provisions of this Agreement, the provisions of this Agreement shall prevail over the provisions of Exhibit "A."

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

6. Insurance.
The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the City. Contractor, and shall present the City with a copy of their Certificate of Insurance, which shall name the City as an additional insured party.

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

8. INDEMNIFICATION.
CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO

SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR 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 CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

INCLUDE LANGUAGE IN ATTACHMENT A

9. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Collin County, Texas.

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

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

12. 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.

13. Assignment.
This Agreement may not be assigned without the written agreement of both parties.

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

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

If to Contractor, to: The Playwell Group, Inc. – Attn. Mike Howerton
4743 Iberia Avenue
Suite C
Dallas, TX 75207

If to City, to: City of Frisco
Attn: City Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034

16. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

18. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

19. 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.

20. Default and Remedies.
If any party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The nondefaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2012.

CITY OF FRISCO, TEXAS
a Texas municipality

By: _____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

The Playwell Group, Inc.

By: Michael S. Howerton
Print Name: Michael S. Howerton
Title: Sales Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

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

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

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Michael S. Howerton known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for **The Playwell Group, Inc.** and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of July, 2012.

Deanna Kay Quigley
Notary Public in and for the State of Texas
My Commission Expires: July 20, 2014

DEANNA KAY QUIGLEY
Notary Public, State of Texas
My Commission Expires
July 20, 2014

EXHIBIT "A"
(Buy Board Quote)

Vendor Contract Information



Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Vendor Name:	The Playwell Group, Inc.
Address:	4743 Iberia Avenue, Ste C
	Dallas, TX 75207
Phone Number:	(800) 726-1616
Email:	claudia@playwellgroup.com
Website:	www.playwellgroup.com
Federal ID:	75-2658108
Contact:	Claudia Wolosz
Accepts RFQs:	Yes
Minority Owned Vendor:	Yes
Women Owned Vendor:	Yes
Contract Name:	Parks, Recreation & Field Lighting Products & Installation
Contract#:	346-10
Effective Date:	10/01/2010
Expiration Date:	09/30/2013
Payment Terms:	Net 30 days
Delivery Days:	75
Shipping Terms:	Freight prepaid by vendor and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, New Mexico, Texas
Quote Reference Number:	346-10
Return Policy:	30 days if not installed, restocking fee.
Additional Desires:	Installation work is performed by Playworks, Inc.
Regulatory Notice:	BuyBoard contract pricing does not include bonding or insurance. Each entity must their individual projects to determine the need for bonding and insurance, including limitation such workers' compensation insurance as may be required by state or loca or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor. Also, each entity must assess their individual projects to determine whether the proj subject to prevailing wage rate requirements under the federal Davis Bacon Act or st local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor. The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Goven Code ("Act"), prohibits a governmental entity from using a competitive bid process t initially considers price in the procurement of professional services covered under th "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and re estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides governmental entity may not use an interlocal contract with a purchasing cooperativ purchase engineering or architectural services (Texas Government Code, Section 79 (h)). BuyBoard® contracts do not, and are not intended to, include professional servi that must be procured in accordance with the Act. Cooperative members are remind they must comply with the Act whenever a contract includes professional services a component part, and may not procure engineering or architectural services through BuyBoard contract.

The PlayWell Group

Toll free: (800) 726-1816 Free Fax: (800) 560-9150

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

6/28/2012

City of Frisco/BiCentennial
Park
Wes Hicks
6726 Walnut Street
FRISCO TX 75033
UNITED STATES
Tel: (972)-202-5516

Thank You for Choosing, The PlayWell Group, for all Your Park and Play Needs! Your Business is Appreciated!

Warning
Surfacing Required! IMPORTANT! The PlayWell Group and Playworld Systems, Inc. strongly recommends the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Protection Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.

Owner's Responsibility
All playground equipment and surfaces must be maintained and/or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities.

Delivery Time Varies Depending on Manufacturer. Please refer to Quote to find Specific Time.

ACTS OF GOD OR NON-PRODUCT PROJECT DELAYS SHALL NOT VOID THE ABOVE TERMS!

THANK YOU FOR YOUR BUSINESS! Cancellation Policy:
Your equipment will be ordered immediately upon receipt of written approval. All orders cancelled prior to shipment will be charged 10% of the equipment price. Orders cancelled after shipment but prior to installation will be charged delivery and return shipping and handling fees plus a 25% restocking fee. No refunds will be given on installed equipment.

Please sign below to acknowledge acceptance of these terms.

QUOTE #:_____ DATE:_____

SIGNATURE: Michael S. Hoover

The PlayWell Group

Toll free: (800) 726-1816
Free Fax: (800) 560-9150

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9365

QUOTATION

SQ-29563	6/28/2012

Customer	Contact	Ship To
City of Frisco 6101 Frisco Square Blvd. FRISCO TX 75034 UNITED STATES	City of Frisco/BiCentennial Park Wes Hicks 6726 Walnut Street FRISCO TX 75033 UNITED STATES Tel: (972)-292-5616	City of Frisco/BiCentennial Park Michael Spillman Walk In The Park 3410 Hard Rock GRAND PRAIRIE TX 75050 UNITED STATES

Account	Terms	Due Date	Account Rep	Schedule Date
556	NET 30	7/28/2012	Michael Howerton	8/28/2012

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-29563			Default Carrier	2	6/28/2012 12:16:58PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	$0.00	EA		$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.Contract # 348-10, Expires 09/30/2012					
3							
4	PWS-12-3040D	PWS Playmaker	1	$21,330.00	EA	$5,312.00	$16,018.00
5	PWS-ZZXX0650	Playworld Wave Rider See-Saw	1	$1,012.00	EA	$215.00	$797.00
6	YRC-DIRECT	Shipping & Handling	1	$3,103.00	EA		$3,103.00
7							
8	INSTALLATION	Installation of 12-3040D	1	$5,846.55	EA		$5,846.55
9	INSTALLATION	Installation of ZZXX0650	1	$277.48	EA		$277.48
10	INSTALLATION	Removal and Disposal of Equipment Swings to remain	1	$5,162.26	EA		$5,162.26
11							
12	SHIPPINGCHARGE	Honored for 30 Days From Date of Quote	1	$0.00	EA		$0.00
13		Due to the volatile fuel situation, our quotes will only be honored for 30 days. If you are interested in placing your order and this quote is over 30 days old please contact your local PlayWell Consultant prior to placing your order. We thank you for					

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and Playhull.

Customer PO No. _____

Approved By: Michael S. Howerton Date: _____

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$31,226.29
Total	$31,226.29
Balance	$31,226.29

The PlayWell Group

Toll free: (800) 726-1616 Free Fax: (800) 560-9150

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION	
SQ-29563	6/28/2012

Customer	Contact	Ship To
City of Frisco 6101 Frisco Square Blvd. FRISCO TX 75034 UNITED STATES	City of Frisco/BiCentennial Park Wes Hicks 6726 Walnut Street FRISCO TX 75033 UNITED STATES Tel: (972)-292-5516	City of Frisco/BiCentennial Park Michael Spilman Walk In The Park 3410 Hard Rock GRAND PRAIRIE TX 75050 UNITED STATES

Account	Terms	Due Date	Account Rep	Schedule Date
556	NET 30	7/28/2012	Michael Howerton	6/28/2012

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-29563			Default Carrier	3	6/28/2012 12:16:56PM

L	Item	Description	Qty	Price	UM	Discount	Amount
		understanding.					

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Customer PO No. _____

Approved By: Michael S. Howerton Date: _____

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$31,226.29
Total	$31,226.29
Balance	$31,226.29

AGENDA ITEM #27.

Frisco Fire Department
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **July 31, 2012**

Subject: **Consider and act upon a Resolution authorizing the City Manager to submit a Grant Application to The Heritage Program by Fireman's Fund.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to submit a grant application to The Heritage Program by Fireman's Fund of Novato, California, in the amount of $11,075.

Background Information: Fireman's Fund is a property and casualty insurance company providing personal and commercial insurance products nationwide. Based in Novato, California, Fireman's Fund is a member of the Allianz Group, one of the world's largest providers of property and casualty insurance. Fireman's Fund was founded in 1863 with a social mission to give a portion of its profits to support the fire service. Today, Fireman's Fund continues its founding mission to support the fire service through The Heritage Program. The Heritage Program Grants may be used for firefighter equipment, firefighter training or community education.

The amount of funding requested under the grant application is for $11,075; staff recommends utilizing these funds to purchase items to upgrade existing programs and replacement items for Frisco Fire Safety Town.

Alternatives: City Council could consider the following alternatives:

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

Financial Considerations: The total grant request is for $11,075. Under the Grant Compliance Agreement there is no matching funds requirement on behalf of the City. Additionally the City would have ninety (90) days to complete purchases from the date that the grant funds are received.

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

Supporting Documents: Supporting Documents include the following items:

- Copy of the Grant Compliance Agreement;
- Copy of the Resolution.

Staff Recommendation: Staff recommends placement of this item on the July 31, 2012 City Council meeting agenda to consider and approve a Resolution authorizing the City Manager to submit a grant application for The Heritage Program by Fireman's Fund of Novato, California, in the amount of $11,075. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO SUBMIT A GRANT APPLICATION TO THE HERITAGE PROGRAM BY FIREMAN'S FUND; 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 submit, on behalf of the City Council, a grant application to The Heritage Program by Fireman's Fund in the amount of $11,075 ("Grant Application"), and a copy of said Application is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2: This Resolution is effective immediately upon its passage.

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

_____
MAHER MASO, Mayor

ATTEST TO:

_____
JENNY PAGE, City Secretary

Exhibit "A"
(Grant Application)

Fireman's Fund® Insurance Company

A company of Allianz

The Heritage Program® by Fireman's Fund
Grant Compliance Agreement

This agreement is made and entered into by and between the

_____ (Department/District) ("the Department") located at (street address)

_____.

and Fireman's Fund Insurance Company ("Fireman's Fund") of Novato, CA and its respective subsidiaries (collectively referred to as the "Company"). Fireman's Fund provides grants to fire departments and fire and burn prevention programs at non-profit organizations.

Whereas, it is intended that the Department will utilize a grant award or donation received from Company for the specific purpose outlined in the Department's grant application and/or approved by Company. Company reserves the right to communicate with and visit the Department on an ongoing basis to ensure that the funding is utilized for the express purpose intended. The Department is required to apply a grant or donation from Company within 90 days of receipt of funds or obtain an extension from Company. Additionally, the Department must supply Company with a copy of the paid invoice within 30 days of purchases utilizing funding from the Heritage Program. Invoice copies should be sent to:

Fireman's Fund Insurance Company
Attn: Heritage Program Grant Manager
777 San Marin Drive
SM-1, A18
Novato, CA 94998-1000

Fax: 415-899-4737

The Department must notify Company within 60 days of receipt of funds if it decides to purchase a different quantity of items than what was awarded by Company, or if it chooses to apply funds differently than originally intended or approved by Company. Unused funds must be returned to Company.

If the Department plans to use funds for any purpose other than originally outlined and approved by Company, the Department must first obtain approval from Company. In the event that the grant funding is not utilized for the purpose(s) approved by Company and/or outlined in the original grant application and Company is not notified of any changes to the original request, Company reserves the right to revoke the grant funding or donation, request the return of the full grant/donation amount, and eliminate the Department from consideration for future funding through the Heritage Program.

It is the intention of Company to promote the grant and Company will work with the Department on promotional efforts to ensure that they are mutually beneficial. If the Department is awarded a grant or donation, Company expects the Department to participate in a check presentation ceremony that is scheduled mutually, but held within three months after the check is received and/or when the equipment arrives. Company reserves the right to film and/or photograph the award presentation and publicize the request and award in all internal and external marketing and communications activities related to the Company Heritage Program. Company will provide stickers to the Department which indicate that the equipment was purchased with a grant from Company and the stickers are to be placed on the equipment

purchased with funds granted by Company, as well as an electronic logo for printed materials. For large donations such as fire safety houses, Company has the right to assist the Department with design and signage on the equipment and may provide additional funding for this purpose. Company invites your department to contact us to discuss any additional marketing or public relations assistance we can provide on your behalf.

Finally, as a way to demonstrate the overall impact of this grant program, Company asks that the Department provide documentation demonstrating the effect the funding has had on operations. This can be documented via E-mail, letter, photos, video, or however the department sees fit. We request that this impact be documented and shared with Company within six months of the receipt of the grant or donation or as special calls occur and the grant funds helped make a difference.

By signing this agreement, Department agrees to carry out the aforementioned activities as planned.

Agreed to and Accepted:

Department: _____

By: (X) _____

Date: _____

Print Name and Title: _____

Dept. Tax/Fed ID #: _____

Make Grant Checks Payable to: _____

Send Check to:
(No PO Boxes) _____

If check is being mailed directly to a vendor:

Vendor Name: _____

Contact Name: _____

Tax ID Number: _____

Street Address (NO PO Boxes) for check to be sent: _____

PLEASE PRINT LEGIBLY

AGENDA ITEM #28.

FRISCO
PROGRESS IN MOTION

Financial Services Department

Memorandum

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

Thru: **George A. Purefoy, City Manager**
Nell Lange, Assistant City Manager
Anita Cothran, Director of Financial Services
Jennifer Hundt, Assistant Director of Financial Services

From: **Stacy Brown, Housing and Grants Administrator**

Date: **7/13/2012**

Agenda Caption: **Consider and Act upon a Resolution adopting the Community Development Block Grant Annual Action Plan 2012 and instructing staff to forward to the Dept. of Housing and Urban Development with a request for Community Development Block Grant funding.**

Action Requested: Consider and Act upon a Resolution adopting the Community Development Block Grant Annual Action Plan for Program Year 2012 and instructing staff to forward to HUD with a request for Community Development Block Grant funding of $333,432.

Background Information: The City of Frisco has been awarded $1,879,284 in Community Development Block Grant (CDBG) funds during the first seven years, of CDBG entitlement status. These funds were distributed through the Housing Trust Fund Board's grant process which includes: the submission of written applications, site visits, public hearings, and presentations by the agencies.

The City of Frisco was notified by the Department of Housing and Urban Development that it would be eligible to receive Community Development Block Grant Funds in the amount of $333,432 for Program Year 2012 (October 1, 2012 – September 30, 2013). In addition, through the Housing Rehabilitation loan program approximately $2,000 will be collected and expended on future Housing Rehabilitation projects. Of this total amount of $335,432, up to 15% could be allocated toward public/social services and up to 20% could be allocated toward administrative expenses. The balance of the funds is available for capital projects benefiting low and moderate income households.

Based on a review of the Consolidated Plan, applications, and public hearings, the Housing Trust Fund Board on Wednesday, May 9, 2012, made the following recommendations for the use of Program Year 2012 CDBG funds and the Action Plan to be forwarded to the City Council:

Community Development Block Grant (CDBG) Funding 2012

	Housing Trust Fund Board Recommendation
Public Service Funding	
Frisco Family Services Center	$31,514
Collin County Committee on Aging	$8,500
Samaritan Inn	$10,000
Sub-Total	**$50,014**
Capital Expense Funding	
Housing Rehabilitation Program	$235,418
Administration	$50,000
Sub-Total	**$285,418**
Total CDBG Funding & Loan Income	**$335,432**

Board Review/Citizen Input: In 2005, the City Council designated the Housing Trust Fund Board to serve as an advisory body with regards to the Community Development Block Grant Program. The Housing Trust Fund Board interprets CDBG HUD regulations, establishes grant policy, determines evaluation criteria, reviews and evaluates agency applications, and makes a recommendation to the City Council on the annual CDBG grant allocations.

As part of the citizen participation plan, the City posted notices in the local *Frisco Enterprise* newspaper, on the City of Frisco website, in the outside display case, held an application workshop on February 14, 2012, and held three public hearings.

The Notice of Availability of Funds was published in the February 10, 2012, and February 17, 2012, editions of the *Frisco Enterprise* newspaper, on the City website, and in the outside display case. The second notice, Notice of Public Hearings for the Use of Community Development Block Grant and City of Frisco General Social Service Funds, was published on March 23, 2012 and March 30, 2012 in the *Frisco Enterprise* newspaper, posted to the City of Frisco website, and posted in the outside display case. This Notice stated that the comment period would be 46 days which would be through May 8, 2012. In addition, the Preliminary Statement of the City of Frisco Community Development Block Grant Objectives and Proposed Use of Funds Notice of Public Hearing was published in the *Frisco Enterprise* newspaper on May 11, 2012, and May 18, 2012, posted to the City of Frisco website and posted in the outside display case. No comments were received.

Three public hearings were held during the development of the PY 2012 Action Plan; April 11, 2012, April 18, 2012, and May 9, 2012. Each applicant for

Community Development Block Grant funds made an oral presentation regarding their request for funds to the Housing Trust Fund Board during one of the public hearings. No other comments were received during these public hearings or the comment period.

Based on a review of the Consolidated Plan, applications, and public hearings, the Housing Trust Fund Board on Wednesday, May 9, 2012 approved a recommendation to adopt the Community Development Block Grant Annual Action Plan 2012.

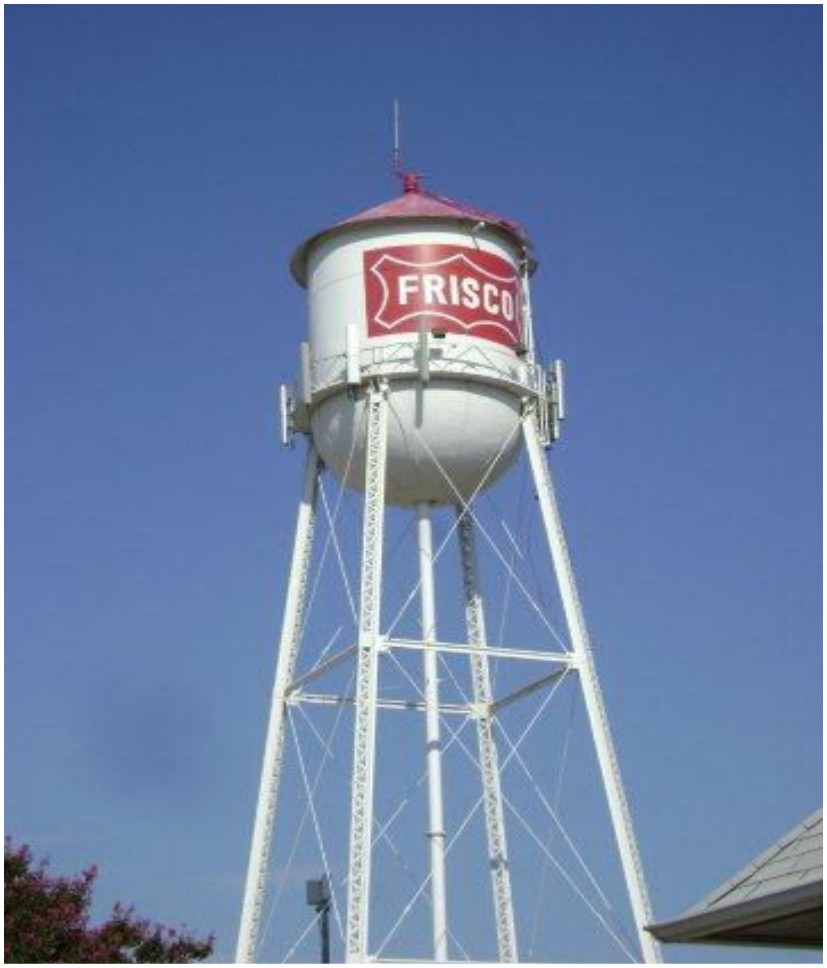
Alternatives: The council could choose to deny this request or request additional information.

Financial Considerations: Approval of a plan and submission to HUD is required to receive PY 2012 Community Development Block Grant Funding of $333,432 from HUD.

Supporting Documents: Annual Action Plan Program Year 2012

Staff Recommendation: Staff recommends approval of Resolution. If you have questions concerning these documents, please contact me at 972-292-5114 or by email at sbrown@friscotexas.gov.

City of Frisco
Community Development Block Grant
Annual Action Plan



Program Year 2012

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CITY OF FRISCO
COMMUNITY DEVELOPMENT BLOCK GRANT
PY 2012 ACTION PLAN

Executive Summary 91.220(b)

This is the third year Action Plan under the five year PY 2010 – PY 2014 Consolidated Plan required by the U.S. Department of Housing and Urban Development for the use of Community Development Block Grant (CDBG) Funds. The City of Frisco expects to receive $333,432 in PY 2012 CDBG funds. Obligated funds for the Housing Rehabilitation Program from prior year, PY 2011of approximately $50,000 will continue to be carried out during PY 2012. Program income is projected to be approximately $2,000.

Objectives and Outcomes for Grant Year 3
The following are the objectives, goals, and outcome measures for Grant Year 3:

Table 1: PY 2012 Objectives, Goals, and Outcome Measures

	Consolidated Plan Objectives	Annual Goal	Outcome Measure
	Housing Objectives		
1.1	Owner-Occupied Rehabilitation	12 units	DH-3.1
1.2	Acquisition		
1.3	First-Time Homebuyer Assistance		
	Homeless Objectives		
2.1	Transitional Homeless Support		
2.2	Homeless Prevention	1,071 persons	SL-1.1
	Non-Homeless Special Needs Objectives		
3.1	Elderly Persons	105 persons	SL-1.2
3.2	Disabled Persons		

Table 2: PY 2012 Activity and Fund Allocation Summary

Activity	PY 2012 Allocation
Grant Administration	$50,000
Housing Rehabilitation (includes PI)	$235,418
Samaritan Inn	$10,000
Frisco Family Services Center	$31,514
Collin County Committee on Aging	$8,500
Carryover funds	$50,000
Total Funds Available for PY 2012	**$385,432**

Past Performance
The City of Frisco is in the process of completing its seventh year of funding under the CDBG Program and anticipates carrying over approximately $50,000 in funding which will be available to continue activities in PY 2012. In addition, program income is projected to be approximately $2,000.

Table 3:
PY 2010
Objectives, Accomplishments, and Outcome Measures

	Consolidated Plan Objectives	Accomplishments	Outcome Measures
	Housing Objectives		
1.1	Owner-Occupied Rehabilitation	14 units	DH-3.1
1.2	Acquisition	1 lot	DH-2.1
1.3	First-Time Homebuyer Assistance	3 units	DH-2.2
	Homeless Objectives		
2.1	Transitional Homeless Support		
2.2	Homeless Prevention	1,023 persons	SL-1.1
	Non-Homeless Special Needs Objectives		
3.1	Elderly Persons	81 persons	SL-1.2
3.2	Disabled Persons		

Citizen Participation 91.200 and 91.220(b)

This is the third year Action Plan under the five year PY 2010 – PY 2014 Consolidated Plan required by the U.S. Department of Housing and Urban Development for the use of Community Development Block Grant (CDBG) Funds.

The City Council of Frisco, Texas appointed the City of Frisco Housing Trust Fund Board to serve as the Citizen Advisory Committee for the Community Development Block Grant Program (CDBG). In addition to making funding recommendations regarding the use of CDBG funding, the Housing Trust Fund Board is responsible for holding public hearings and meetings to solicit input on the development of the Consolidated Plan in accordance with the adopted Citizen Participation Plan, as well as making funding recommendations concerning the City of Frisco General Fund Social Service Grant.

As part of the citizen participation plan, the City posted notices in the local *Frisco Enterprise* newspaper, on the City of Frisco website, in the outside display case, held an application workshop on February 14, 2012, and held three public hearings.

The Notice of Availability of Funds was published in the February 10, 2012, and February 17, 2012, editions of the *Frisco Enterprise* newspaper, on the City website, and in the outside display case. The second notice, Notice of Public Hearings for the Use of Community Development Block Grant and City of Frisco General Social Service Funds, was published on March 23, 2012 and March 30, 2012 in the *Frisco Enterprise* newspaper, posted to the City of Frisco website, and posted in the outside display case. This Notice stated that the comment period would be 46 days which would be through May 8, 2012. In addition, the Preliminary Statement of the City of Frisco Community Development Block Grant Objectives and Proposed Use of Funds Notice of Public Hearing was published in the *Frisco Enterprise* newspaper on May 11, 2012, and May 18, 2012, posted to the City of Frisco website and posted in the outside display case. No comments were received.

In addition, the following entities were consulted concerning the current needs of the community:

- Child Advocacy Center of Denton County
- Collin County Committee on Aging
- Collin County Homeless Coalition
- Collin Intervention to Youth
- Crimes Against Kids Eliminated, Inc
- Frisco Cares Children's Clinic
- Frisco Family Services Center
- Frisco Homeless Youth Initiative
- Frisco Housing Authority
- Frisco Independent School District
- Journey of Hope Grief Support Center
- Metro Dallas Homeless Alliance
- Samaritan Inn

Three public hearings were held during the development of the PY 2012 Action Plan; April 11, 2012, April 18, 2012, and May 9, 2012. Each applicant for Community Development Block Grant funds made an oral presentation regarding their request for funds to the Housing Trust Fund Board during one of the public hearings. No other comments were received during these public hearings or the comment period.

The Housing Trust Fund Board approved the Community Development Action Plan for Program Year 2012 on May 9, 2012.

Resources 91.220(c) (1) and (c) (2)

The City of Frisco uses federal and local resources to address the needs identified in the Consolidated Plan.

Community Development Block Grant
The City expects to receive $333,432 in new PY 2012 CDBG funds to be addressed in this Action Plan. Total CDBG funds of $385,432 for PY 2012 include: program income of $2,000; carried over funds from previous years of $50,000; and new funds of $333,432.

CDBG Leveraged Resources
The City of Frisco general funds will pay for the CDBG Housing Rehabilitation Inspector's truck and cell phone which adds up to approximately $15,000 per year. Matching resources from non-profit recipients are anticipated to total $99,848.

Public Housing
The Frisco Housing Authority (FHA) was created as a housing authority under the Texas Local Government Code in the early 1960s with federal funds. The FHA is overseen by a board of five Commissioners, four at large citizen appointments and 1 housing authority resident commissioner. All commissioners are appointed by the Mayor, as detailed in Ordinance 01-10-72. The FHA Board is responsible for ownership, maintenance, operation and legal compliance of the existing inventory of federally funded low-rent public housing in the City of Frisco. The FHA currently owns 20 public housing units in Frisco, 10 of which are located at 3rd and Maple and, 10 of which are located at 2nd and Pecan.

Section 8 – Housing Choice Voucher Program. Officially known as the Housing Choice Voucher Program, the program provides partial rental payments to the landlord. The amount of rent per month varies from jurisdiction to jurisdiction. HUD will pay what it considers to be fair market value based on an assessment of the location of the apartment, its size, the kinds of amenities offered and the tenants' income Each housing authority tracks their vouchers. Frisco Housing Authority has no Section 8 Vouchers to issue; however, there are Voucher holders living in Frisco that have been issued Vouchers from other housing authorities. Unfortunately, there is no way of knowing how many Voucher holders reside in Frisco.

Continuum of Care/McKinney Vento Homeless Act
The Dallas Metropolitan Area Continuum of Care (MDHA), which includes Collin County, was awarded funds to assist homeless families and persons through the Supportive Housing and Shelter Plus Care Programs. Two of the SHP grants were awarded to organizations in Collin County, Life Path Systems, a mental health agency, and Hope's Door, a domestic violence shelter. The service areas for both of these organizations include the City of Frisco. The Housing and Grant Administrator for the City of Frisco served as the Chairman of the Continuum of Care Independent Review Committee in 2011 and has been a member of that committee since 2005. McKinney-Vento Homeless Assistance Act funds are received by the Frisco Independent School District and used to provide services for homeless students and their families.

LIHTC State Funds

Through the state of Texas, Low Income Housing Tax Credits are available to developers of affordable housing projects. There are 256 units subsided by low income housing tax credits (LIHTC) currently in Frisco. These units are housed within two apartment complexes: Preston Trace Apartments, 40 units, and Stonebrook Village Apartments, 216 units. The City of Frisco entered into a contract with Inclusive Communities Project (ICP) to facilitate LIHTC property. A new multi-family rental housing project was admitted into the Texas Department of Housing and Community Affairs (TDHCA) Low Income Housing Tax Credit Program. The project was granted tax credits by TDHCA and received a forward commitment, meaning that they will be allocated funds in PY 2010. This project is proposed to include 134 units. Currently, the construction plans are being submitted and are being reviewed by City staff. It is anticipated building permits will be issued and construction commenced in the near future.

City Social Service Grant

In addition, The City of Frisco has allocated $1 per capita of general funds to fund a Social Service Grant which provides funds to organizations which provide social services to the citizens of Frisco. The budget for the Social Service Grant is $126,500.

Annual Objectives 91.220(c)(3)

The following section details the Consolidated Plan Goals and Annual Objectives for PY 2012.

HOUSING

The following PY 2012 CDBG Annual Objectives will be addressed under the Housing category:

Goal No. 1: Maintain the City's current affordable housing stock through housing rehabilitation, while also pursuing new opportunities for expansion of affordable housing for Frisco's residents and workforce.

Objective 1.1: Maintain the City's current affordable housing stock through the owner-occupied housing rehabilitation program. Regulatory Citation: 24 CFR 570.202(b)

Funds available for this activity include: PY 2011 carryover funds of $50,000; program income of $2,000; and new CDBG funds of $233,418 for a total of $285,418.

Agency/Program	*2012 Goal*	*CDBG Allocation*
City of Frisco - Housing Rehabilitation	*12 units*	*$285,418*

Objective 1.2: Acquisition of lots to build affordable housing for low – moderate income households. Regulatory Citation: 24 CFR 570.201(a)

No agency applications were received or programs developed to address Objective 1.2 for PY 2012 funding.

Agency/Program	*2012 Goal*	*CDBG Allocation*
Acquisition of lots to build affordable homes	*0 unit*	*$0*

Objective 1.3: Address the need for affordable decent housing by offering Down Payment Assistance to low income households.
Regulatory Citation: 24 CFR 570.201(n)

Due to the difficulty of securing a mortgage for low income households, an application for program funds was not pursued by the City this year.

Agency/Program	*2012 Goal*	*CDBG Allocation*
City of Frisco – First-Time Homebuyer Program	*0 unit*	*$0*

HOMELESS

The following PY 2012 CDBG Annual Objectives will be addressed under the Homeless category:

Goal No. 2: Continue to support households at-risk of homelessness with necessary support services, as well as, continue to support programs offering transitional housing opportunities for homeless families and individuals.

Objective 2.1: The provision of transitional housing programs for homeless persons.
Regulatory Citation 24 CFR 201(e)

No agency applications were received or programs developed to address objective 2.1 for PY 2012 funding.

Agency/Program	*2012 Goal*	*CDBG Allocation*
Transitional Housing	*0 unit*	*$0*

Objective 2.2: Focus on support services, counseling programs and career development focused on insulating Frisco residents from homelessness. *(homeless prevention)*
Regulatory Citation 24 CFR 201(e)

Agency/Program	*2012 Goal*	*CDBG Allocation*
Samaritan Inn – Rent/utility assistance to prevent homelessness.	*7 persons*	*$10,000*
Frisco Family Services Center- Bilingual Social Worker salary for clients needing emergency financial assistance.	*1064 persons*	*$31,514*

NON-HOMELESS SPECIAL NEEDS

Goal No. 3: Improve the lives of special needs citizens.

Objective 3.1: Support through public services for the senior citizen population. Regulatory Citation 24 CFR 201(e)

Agency	*2012 Goal*	*CDBG Allocation*
Committee on Aging – Meals on Wheels and Congregate Meals for seniors	*60 persons – Congregate meals* *45 persons – Home delivered meals*	*$8,500*

Objective 3.2: Support through public services for disabled citizens. Regulatory Citation 24 CFR 201(e)

No agency applications were received or programs developed to address objective 3.2 for PY 2012 funding.

Agency/Program	*2012 Goal*	*CDBG Allocation*
Service for the Disabled	*0 unit*	*$0*

Description of Activities/Outcome Measures 91.220(e)

DH-2 AFFORDABILITY OF DECENT HOUSING

Objective: Decent Housing
Outcome: Affordability

DH-2.1 **Address the need for affordable decent housing by assisting with the acquisition of property to construct housing for low-moderate income Frisco households.**

Frisco low-moderate income households will be able to afford decent housing.

In PY 2012, 0 lots will be acquired to construct housing for a low-moderate income Frisco household.

DH-2.2 **Address the need for affordable decent housing by offering Down Payment Assistance to low-moderate income households.**

First-time homebuyers of low-moderate income will be able to afford decent housing.

In PY 2012, 0 low-moderate income households will be able to afford decent housing through CDBG funding.

DH-3 SUSTAINABILITY OF DECENT HOUSING

Objective: Decent Housing
Outcome: Sustainability

DH-3.1 **Address the need for sustainable decent housing by assisting with the rehabilitation of properties that are owner-occupied by low-moderate Frisco households**.

Low-Moderate income households will have access to home repair services for the purpose of providing decent housing.

In PY 2012, 12 low-moderate income households will be provided access to home repair services for the purpose of providing decent housing.

SL-1 AVAILABIITY /ACCESSIBILITY OF SUITABLE LIVING ENVIRONMENT

Objective: Suitable Living Environment
Outcome: Availability/Accessibility

SL-1.1 **Improve the availability of a suitable living environment by expanding social service support capacity to low- moderate income residents of the City of Frisco**.

Low-moderate income persons at-risk of becoming homeless will have access to financial assistance for rent and or utility payments, food and clothing.

In PY 2012, 1,071 low-moderate income people will have access to services for the purpose of creating a suitable living environment.

SL-1.2 **Improve the accessibility of a suitable living environment by providing support services to low and moderate income seniors.**

Elderly persons will have access to services which may include feeding programs, and transportation for the purpose of enhancement of a suitable living environment.

In PY 2012, it is projected that 105 low-income elderly seniors will be provided a weekday meal. 60 low-income elderly seniors will be provided a congregate meal and 45 low-income elderly seniors will be provided a home delivered meal.

SL-1.3 **Improve the availability of a suitable living environment by providing transitional housing to homeless households.**

Homeless households will have access to transitional housing for the purpose of creating a suitable living environment.

In PY 2012, 0 homeless households will have access to transitional housing for the purpose of creating a suitable living environment.

SL-1.4 **Improve the availability of a suitable living environment by expanding social service support capacity to disabled residents of the City of Frisco**.

Disabled persons will have access to services for the purpose of creating a suitable living environment.

In PY 2012, 0 disabled persons will have access to services for the purpose of creating a suitable living environment.

Geographic Distribution/Allocation Priorities 91.220 (d) and (f)

According to the American Community Survey 2010, the area median income for the City of Frisco was $69,100 in 2010. Only one Census Tract, 304.06, had an estimated median income of under 80% of median area income. The estimated median household income for Census Tract 304.06 was $44,886 which was 65% of the median area income of $69,100. This area is bounded to the north by Main Street, to the east by Preston Road, to the west by the Dallas North Tollway, and to the south by Lebanon Road. This Census Tract encompasses the Mobile Home Park at Lebanon and Preston, and 216 units of tax credit housing that were built in the late 90's.

There are other areas of the city in which low to moderate income households reside and are in need of services which are not in Census Tracts that have an estimated median income of under 80%. Due to this information, all of the proposed activities in this action plan will be conducted by directly serving low and moderate income individuals or families city-wide (Benefit to Low and Moderate Income Persons (570.208(a)(3) Low/Mod Housing). We do not plan to measure the use of funds under the Area Median Benefit Calculation.

Addressing Obstacles in Meeting Underserved Needs

The City of Frisco recognized the obstacles of meeting underserved needs and committed to break through some obstacles by creating a General Fund Social Service Grant which provides funding to social service agencies assisting the underserved. The budget for this program is based on $1 per capita, the estimated projection of the estimated population of the City for PY 2012 is 126,500. This amount, $126,500 will be used to fund 8 social agencies in PY 2012 to provide health care, clothing, food, counseling, and education.

Annual Affordable Housing Goals 91.220(g)

In this third year action plan, the City of Frisco plans to use CDBG and other state and local housing resources to focus on the following Consolidated Plan objectives:

Category	PY2012 Goals
Housing	12 units
Homeless	1071 persons
Non-Homeless Special Needs	105 persons

The City of Frisco will be providing Housing Services through the Housing Rehabilitation Program. The agencies that will be providing Homeless prevention services are Samaritan Inn and Frisco Family Services Center. Non-Homeless Special Needs services will be provided by the Collin County Committee on Aging to the elderly population of the City of Frisco in the form of congregate meals and home-delivered meals.

Consolidated Plan Goal No. 1: Maintain the City's current affordable housing stock through home rehabilitation, while also pursuing new opportunities for expansion of affordable housing for Frisco's residents and workforce.

Objective 1.1: Maintain the City's current affordable housing stock through the owner-occupied housing rehabilitation.

Funds available for this activity include: PY 2011 carryover funds of $50,000; program income of $2,000; and new CDBG funds of $233,418 for a total of $285,418. This program does not address the housing rehabilitation needs of renters. Staff for this program include: two FTE's, the Housing Coordinator, and the Rehabilitation Inspector.

Objective 1.2: Acquisition of lots to build affordable housing for low – moderate income households.

No agency applications or programs were developed to address objective 2.1 for PY 2012 funding.

Objective 1.3: Address the need for affordable decent housing by offering Down Payment assistance to low income households.

This program will not be operated in PY 2012.

Public Housing 91.220(h)

In October 2011, City staff conducted a door-to-door employment and housing survey of the residents of the 20 units of Public Housing owned by the Frisco Housing Authority (FHA). A database of residents and skills was developed to be used to help residents secure employment or secure a better employment situation.

The City encourages the FHA to apply for CDBG and Social Service funds to address the needs of the residents. The City is working on a strategic plan to address the needs of the almost 50 year old FHA buildings. New zoning requirements would allow modern, up to date units to be developed and the number of affordable units could be increased and potentially targeted at special needs groups, such as the elderly and/or disabled populations.

No units will be lost this year.

The FHA was not cited as a "troubled" public housing agency by HUD.

Homeless and Special Needs 91.220(i)

In this third year action plan, the City of Frisco plans to use CDBG and other state and local resources to focus on the following Consolidated Plan objectives concerned with the homeless and special needs citizens:

Consolidated Plan Goal No. 2: Continue to support households at-risk of homelessness with necessary support services, as well as, continue to support programs offering transitional housing opportunities for homeless families and individuals.

Objective 2.1: The provision of transitional housing programs for homeless persons.

No agency applications or programs were developed to address objective 2.1 for PY 2012 funding.

Objective 2.2: Focus on support services, counseling programs and career development focused on insulating Frisco residents from homelessness.

The Frisco City Council has approved the following public service organizations which provide services to the homeless and/or persons on the verge of becoming homelessness:

- **Frisco Family Services Center -- $31,514**
  These funds will be used to partially fund the salary of a Bilingual Social Worker to support the FFSC BASIC program which provides rent assistance and other emergency to prevent homelessness.
- **Samaritan Inn -- $10,000**
  CDBG funds will be used to provide rent and utility assistance to families at risk of becoming homeless.

In PY 2012, the City estimates funding programs that will serve approximately 1071 persons dealing with homelessness or on the verge of homelessness through provision of PY 2012 CDBG funding to Frisco Family Services Center and the Samaritan Inn.

Homeless Support Efforts

Frisco Homeless Youth Initiative

This is the second year City-sponsored, Frisco Homeless Youth Initiative, a group of school district staff, city staff, homeless service providers, and churches interested in providing services to homeless youth. The school district‘s number of homeless students as defined by the McKinney-Vento Act hovers between 180 and 210 students. The Frisco Homeless Youth Initiative is addressing the immediate needs of homeless youth such as, food, clothing, shelter, transportation, tutoring, and counseling.

Collin County Homeless Coalition

Other efforts to provide solutions for the homeless include participating in the Collin County Homeless Coalition, a homeless coalition working on a county-wide plan to end chronic homelessness in Collin County. This coalition comprised of cities and homeless service providers in Collin County developed *Homeward Bound: A Plan to End Chronic Homelessness in Collin County*, in response to HUD’s Continuum of Care Program. In May 2005, the City of Frisco City Council adopted the Homeward Bound Plan by resolution and incorporated this plan as a part of the Consolidated Plan. An updated plan is currently being developed by the Collin County Homeless Coalition.

Metro Dallas Homeless Alliance

On the regional level, City staff has participated on the Independent Review Committee of the Metro Dallas Homeless Alliance for the following years: 2005, 2006, 2008, 2009, 2010, and as the Chairman for 2011. This organization prepares and submits the Continuum of Care grant for the Dallas area which includes including Collin County.

Consolidated Plan Goal No. 3: Improve the lives of special needs citizens.

Objective 3.1: Support through public services for the senior citizen population.
Meals on Wheels will be provided to home bound senior citizens, and congregate meals will be provided to senior citizens at the Frisco Senior Center. Both of these meal programs are provided by the Collin County Committee on Aging with CDBG funds.

Objective 3.2: Support through public services for disabled citizens.

No agency applications or programs were developed to address objective 3.2 for PY 2012 funding.

Barriers to Affordable Housing 91.220(j)

The major barrier to affordable housing has become a limited supply of affordable housing combined with high land and construction costs in the new housing market. Since only 5% of the current housing stock was built before 1980, very few low cost homes are for sale in Frisco. What homes are available at lower prices are typically older and in poor condition and/or sell very quickly.

As of March 2010, there were 1,456 homes for sale in Frisco. Nearly all listings in Frisco were for single family homes, which had a median listing price of $289,945. The median length of time for all listings was 50 days. Although the attached and multifamily products in the City offer more affordability, there are not enough available to be a practical option for residents. A potential homeowner looking for affordability in a duplex or townhome may find those products difficult to find in Frisco.

In 2000, the median contract rent in Frisco was $728. In 2008, the median had increased to $933, or by 28 percent. During the same time period, the median gross rent, which also includes the contract amount, as well as utilities and fuels paid for by the tenant, increased by 34 percent, from $850 in 2000 to $1,135 in 2008. The faster growth seen in gross rent indicates that utilities and fuel costs in Frisco add additional cost burden to renters and impact their affordability. Although new rental units coming onto the market are most likely energy efficient, older units that have transitioned from the owner-occupied market to the rental pool may be lacking necessary improvements for renters to save on energy costs.

The following table shows affordable multi-family rental units that target low-moderate income households.

Properties Assisted by Local, State or Federally-funded Housing Programs

Property Name	Number of Units	Type of Assistance
Stonebrook Village Apartments	216	Low Income Housing Tax Credit Property (60% of AMI)
Frisco Villas	20	Public Housing Authority
Preston Trace	40 (including 2 market rate	Low Income Housing Tax

	units)	Credit Property (serving 50% of AMI and below)

Cost burden. In the housing industry, housing affordability is commonly defined in terms of the proportion of household income that is used to pay housing costs. Housing is "affordable" if no more than 30 percent of a household's monthly income is needed for rent, mortgage payments and utilities. When the proportion of household income needed to pay housing costs exceeds 30 percent, a household is considered "cost burdened." In 2008, the ACS estimated that 29 percent of all households in Frisco pay more than 30 percent of their incomes in rent and utilities. Of these cost burdened households, 21 percent are renter households and the remaining 79 percent are homeowner households. As shown in the Analysis of Impediments to Fair housing Choice (2010) the percentage and number of households (owner and renter) currently cost-burdened in Frisco, renter households earning less than $35,000 find it difficult to rent in Frisco without being cost-burdened, as do homeowner households earning less than $75,000.

Renters. According to the 2008 ACS, approximately one-third of Frisco's rental units are priced under $800 per month, which is affordable for a household earning $35,000 or less to avoid being cost burdened. Just three percent of units rent for less than $575 per month, which is affordable for a household earning $25,000 or less.

For example, there are 475 renters in the City who earn less than $15,000 per year who can only afford to pay $325/month or less in rent. There are 92 market rate units and public housing units available to serve these renters—leaving a difference, or shortage, of 383 units. Despite showing a rental gap for households earning $75,000 or greater, this is not a concern for the City, as these households are simply paying less than 30 percent of their household salary for less expensive rental units. Much of the rental market in Frisco is priced for households earning $25,000 to $75,000 per year. For example, 20 percent of the renter households in Frisco earn $35,000 to $49,000 per year; however, 35 percent of the rental units in the City are priced for this income group, creating a surplus of nearly 1,400 units. Not all of these units are vacant, indicating that they are being occupied by cost-burdened households earning less than $35,000 per year or by households earning more than $50,000 that chose to pay less than 30 percent of their monthly income on housing.

As has been previously described, the City of Frisco entered into a contract with ICP to facilitate construction of a LIHTC property. The project's construction plans are currently being reviewed and construction may begin in the near future.

Analysis of Impediments to Fair Housing Choice

An Analysis of Impediments to Fair Housing Choice was completed in April 2010 by BBC Research and Consulting, Inc. The following is a summary of Impediments to Fair Housing Choice in Frisco:

Summary of Impediments to Fair Housing Choice

 Impediment 1: Residents are unaware about how to report fair housing/ violations. Citizens could benefit from education and training about fair housing issues, according to a

resident survey. Although many residents facing discrimination opted to not report their housing discrimination, it is important for residents interested in reporting fair housing violations to know whom they should contact. In effort to increase resident awareness on fair housing issues, the City does place fair housing educational advertisements in the local newspaper annually.

 Impediment 2: Insufficient affordable housing. A lack of affordable housing is not specifically an impediment; however, it can indirectly lead to housing discrimination if competition is created over what may be a need for more affordable rental units. Competition over rental units may provide landlords with an opportunity to use their discretion in choosing tenants based on criteria protected under the Fair Housing Act. There are currently unmet affordable housing needs for the City's lowest income residents.

 Impediment 3. NIMBYism. Frisco residents value the small town feel of Frisco, safe neighborhoods and quality schools. Residents fear that low income and workforce housing may change the dynamics of the community and compromise the things they value most within the City. Frisco's slightly disadvantaged in that, as a new and fast growing community, it is likely that most residents have moved to Frisco from other places. They bring with them a perception of what worked and did not work in those communities. This will create challenges for the City and may create barriers to enforcing fair housing activities.

 Impediment 4. Discrimination The resident survey found minimal housing discrimination in Frisco. However, online participation in the survey was high, indicating that some input from the City's lowest income residents may have been excluded. These are the residents most likely to experience housing discrimination. As seen in the resident survey, as well as other communities, the majority of citizens take no action when faced with perceived housing discrimination. Therefore, housing discrimination may be occurring in Frisco and go unreported. However, given the demographic composition of Frisco, it is likely that discrimination is not widespread.

AI Action Plan
On July 29, 2010, the City Council of Frisco, Texas adopted a Five-Year Action Plan to address the Impediments to Fair Housing Choice that were found in the Analysis of Impediments to Fair Housing Choice.

1. Increase citizens' understanding of fair housing laws.
2. Partner with the Frisco Family Services Center to offer a fair housing awareness class, as well as basic finance courses targeting the City's minority populations.
3. Train staff working with HOA Covenants, Conditions and Restrictions (CC&Rs) to understand how HOAs may be violating the Fair Housing Act.
4. Explore ways to foster affordable housing development in the City.

The following is the City of Frisco AI accomplishments:

Analysis of Impediments to Fair Housing Choice
Action Plan and Accomplishments

Goal	Progress	Complete
1. Increase citizens' awareness of fair housing laws.		
a. Info on website	Community Development Page and Down Payment Assistance Page	February 2011 – Fair Housing Act Information Placed on Website on the Community Development Page and the Down Payment Assistance Page.
b. FFSC presentation	This seminar became a public event with staff from other cities, City of Frisco staff, realtors, HOA representatives, and citizens in attendance on 3/3/11.	Public Fair Housing Seminar at City Hall with HUD Representative March 3, 2011.
c. FFSC will place Fair Housing brochures including: (Equal Opportunity For All and Are You a Victim of Housing Discrimination? in their lobby starting 11-17-10.	Meeting with FFSC 11/17/2010, FFSC will display Fair Housing Brochures in English and Spanish	11/17/2010
d. City Staff will have a booth and pass out Fair Housing Brochures and promotional items during the Merry Main Street City Event on 12/4/10.	City staff passed out brochures on Fair Housing at the Annual Main Street Event on December 4, 2010.	12/4/2010
2. Partner with FFSC to offer a Fair Housing Class and Finance Class	The Fair Housing Seminar was held on March 3, 2011 at City Hall and facilitated by HUD staff. The Finance class is held	Fair Housing Seminar held on March 3, 2011 and the Finance Class is held monthly at FFSC.

	monthly at FFSC.	
3. Train City Staff working with HOA's on the understanding of how the Fair Housing Act governs improvements made by persons with disabilities. (Goal one training class per year.)	City of Frisco staff were trained at the Fair Housing Seminar held on March 3, 2011.	Fair Housing Seminar held on March 3, 2011.
4. Explore Ways to Develop Affordable Housing	a) On April 5, 2011, the City Council approved a revised Comprehensive Zoning Ordinance which included the lowering of the minimum square footage requirement of single family homes from 1800 sq.ft. to 800sq.ft. b) A contractual relationship with ICP assisted in the current development of a 134 unit low income housing apartment project. c) Working with North Collin County Habitat for Humanity to develop affordable housing through CDBG funds for acquisition. d) On May 3, 2011, the City Council approved a new Fair Housing Ordinance which mirrors the federal Fair Housing Act.	a) On April 5, 2011, the City Council approved a revised Comprehensive Zoning Ordinance which included the lowering of the minimum square footage requirement of single family homes from 1800 sq.ft. to 800sq.ft. b) On May 3, 2011, the City Council approved a new Fair Housing Ordinance which mirrors the federal Fair Housing Act. c) A contractual relationship with ICP assisted in the current development of a 134 unit low income housing apartment project. d) Working with North Collin County Habitat for Humanity to develop affordable housing through CDBG funds for acquisition.

The following is a matrix of AI Action Plan Goals for PY 2012:

Analysis of Impediments to Fair Housing Choice
Action Plan Goals for PY 2012

Goal	Action
1. Increase citizens' awareness of fair housing laws. 2. Partner with the Frisco Family Services Center to offer a fair housing awareness class, as well as basic finance courses targeting the City's minority populations. 3. Train staff working with HOA Covenants, Conditions and Restrictions (CC&Rs) to understand how HOAs may be violating the Fair Housing Act.	**Hold a Fair Housing Seminar**. This seminar will be a public event for citizens, social service providers, staff from other cities, City of Frisco staff, realtors, and HOA representatives.
	Hold Basic Finance Class Will be offered by Frisco Family Services Center.
	Provide Fair Housing Posters and flyers specifically: *Equal Opportunity for All*, and *Are You a Victim of Housing Discrimination?* to the following: Frisco Family Services Center, the local social service agencies in Frisco, Frisco Housing Authority, and City Facilities.
	Website Fair Housing Act information Access Continue to host Fair Housing Act Information placed on the City of Frisco Website on the Community Development Page and the Down Payment Assistance Page.
4. Explore Ways to Develop Affordable Housing	**Work with North Collin County Habitat for Humanity** to develop affordable housing through CDBG funds for acquisition.

Other Actions 91.220(k)

Fostering and Maintaining Affordable Housing

Objective 1.1: Maintain the City's current affordable housing stock through the owner-occupied housing rehabilitation program.

The City of Frisco operates an owner-occupied housing rehabilitation for low-moderate income families. In PY 2012, the City has a goal of completing 12 housing rehabilitation projects. Although the City does not have a housing rehabilitation program for renters, the City does have a rental ordinance which encourages rental property owners to register with the City. The City inspects all registered rental properties annually.

Reducing Lead-Based Paint Hazards 570.202(g)

It is difficult to determine the number of households at risk of lead-based paint hazards without individual inspections of homes. However, people living in substandard units or older housing and who are low income are more likely to be exposed to lead-based paint than higher income households living in newer or rehabilitated older housing. Less than 1 percent Frisco's housing stock was built before 1940, when lead-based paint was most common. Less than 1 percent was built between 1940 and 1960, when lead-based paint was still used, but the amount of lead in the paint was being reduced. Finally, 2 percent of Frisco' housing units were built between 1960 and 1979 as lead-based paint was phased out and eventually banned. Therefore, approximately 3 percent of the housing stock in the City of Frisco, or were built when lead-based paint used, to some extent, in residential housing.

If (as HUD estimates) 90 percent of the pre-1940 units in Frisco are at risk of containing lead paint, 80 percent of the units built between 1940 and 1960 are at risk and 62 percent of units built between 1960 and 1979 are at risk as well, then it is estimated 632 Frisco housing units may contain lead paint.

Frisco has a very small percentage of units susceptible to lead-based paints, primarily due to its new housing stock. Ultimately, the extent to which lead paint is a hazard in the 632 homes identified as potentially having lead-based paint depends on if there has been mitigation (e.g., removal, repainting), and how well the units have been maintained. Inadequately maintained homes and apartments are more likely to suffer from a range of lead hazard risks, including chipped and peeling paint and weathered window surfaces. All CDBG funded housing rehabilitation projects include a lead based paint assessment and/ or inspection as required by 24 CFR Part 35.

Reducing the Number of Poverty-Level Families

The City of Frisco recognized the needs of poverty-level families and created the General Fund Social Service Grant which provides funding to social service agencies assisting the underserved.

The budget for this program is based on $1 per capita, the population of the City, 126,500. This amount, $126,500 will be used to fund 8 social agencies in PY 2012 to provide health care, clothing, food, counseling, and education.

Some of the ways that General Social Service Grant agencies are working to eliminate poverty include the Frisco Education Foundation which provides college scholarships to low-moderate income graduating seniors. Armed with an education, these students have the opportunity to help their families break out of poverty. Another agency, Frisco Family Services Center works with families to educate them concerning budgeting and getting a job. In addition, Frisco Family Services center gives college scholarships to students in low income families. Frisco Housing Authority is working with families to help them to break the cycle of poverty.

The City will continue to support programs that expand antipoverty programs for both low income families as well as to families which may be threatened with poverty through homeless prevention strategies.

Developing Institutional Structure 91.215(i)

The City of Frisco, as the administrator of the CDBG funds and the City of Frisco General Social Service Grant, will work closely with non-profit organizations; the school district; the college district; private sector organizations, such as banks, contractors and developers; and other government entities such as the Frisco Housing Authority to address the community objectives outlined in this plan.

While Frisco is a city of over 126,500 citizens, its fast growth has outpaced the social service providers' capacity to meet the needs of the residents. As a result, many of the service providers who serve Frisco residents are located outside of the City Limits of Frisco. One of the goals of this Action Plan is to both strengthen the capacity of service providers within the City limits of Frisco as well as to encourage and support opportunities for service providers in adjoining cities to provide services within the Frisco city limits. The City of Frisco General Fund Social Service Grant is also able to provide general funds to agencies as they build capacity and meet needs in the community.

With regards to the Frisco Housing Authority (FHA), there is a strong working relationship between the City and the Housing Authority. The City Manager has assigned a staff person to serve as City Liaison to the Housing Authority. This person attends Housing Authority meetings and works with the City to resolve any barriers the Housing Authority may have in achieving their mission of providing quality affordable housing and services. The mayor is responsible for appointing the Commissioners of the Housing Authority.

Enhancing Coordination Between Public Housing, Private Housing, and Social Service Agencies

As previously discussed, the City of Frisco, as the administrator of the CDBG funds and City of Frisco General Social Service Grant, will work closely with non-profit organizations; the school

district; the college district; private sector organizations, such as banks, contractors and developers; and other government entities such as the Frisco Housing Authority to address the community objectives outlined in this plan.

The City works with the following entities to enhance the accomplishments of the CDBG funds:

- Child Advocacy Center of Denton County
- Collin County Committee on Aging
- Collin County Homeless Coalition
- Collin Intervention to Youth
- Crimes Against Kids Eliminated, Inc
- Frisco Cares Children's Clinic
- Frisco Education Foundation
- Frisco Family Services Center
- Frisco Homeless Youth Initiative
- Frisco Housing Authority
- Frisco Independent School District
- Journey of Hope Grief Support Center
- North Collin County Habitat for Humanity
- Region 10 Educational Services
- Samaritan Inn

Transportation Strategy

The City is always looking for ways to assist the citizens with their transportation needs because the City does not have mass transit. Last year, the City applied for and was awarded a grant exceeding $3,000,000 from the Texas Department of Transportation to install a pedestrian/bike trail along three major roadways in Frisco; Stonebrook Parkway, Lonestar Parkway, and Lebanon Parkway. Currently, local social service agencies and volunteers provide transportation to citizens in need.

Low/Mod Benefit 91.220(l)(iv)

The total amount of CDBG funds that will be available for use in PY 2012 is $385,432. The percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income is 100%.

HIV/AIDS Housing Goals 91.220(1)(3)

The City of Frisco does not receive HOPWA funds. Frisco Family Services Center and the Samaritan Inn provide short-term rent, mortgage, and utility assistance payments to clients to prevent homelessness. These clients may include clients with HIV/AIDS.

Discharge Policy 91.225(c)(10)

The Discharge Policy for the discharge of persons from publicly funded institutions or systems of care in order to prevent such discharge from immediately resulting in homelessness for such persons was created by the Metro Dallas Homeless Alliance of which the City of Frisco is a member through the Collin County Homeless Coalition.

Monitoring 91.230

The standards and procedures followed by CDBG staff to monitor activities include: (1) a schedule of rehab activities, (2) a schedule of subrecipient activities, and (3) a schedule of administrative activities. These schedules are reviewed by staff monthly and presented to the Housing Trust Fund Board annually. Goals and objectives of the annual Action Plan are reviewed quarterly and steps are taken to try to meet goals and objectives. Some challenges such as the federal budget are not in the power of the City to remedy. In light of this fact, the City operates in a dynamic external environment. Expenditures are reviewed monthly with the City of Frisco Finance Department staff to insure the timeliness of expenditures. Housing Codes and on-site inspections are performed by the Rehabilitation Specialist in accordance with the activity schedules above.

All subrecipients who receive City of Frisco Community Development Block Grant funds attend a pre-grant training focusing on policies and procedures in relation to activity eligibility, reporting requirements, and performance measures. Each subrecipient signs a contract which specifies the activity that is being funded and the subsequent requirements and remedies.

Quarterly, the subrecipients are required to submit financial and program documentation to the City of Frisco. This is done to ensure the timeliness of expenditures. The documentation which includes: beneficiary data, and invoices with supporting documents, such as pay records, counseling logs and rent and utility receipts is reviewed by the Housing Coordinator and or Housing and Grants Administrator. If the invoice is approved by the Housing Coordinator or the Housing and Grants Administrator, it is submitted to the Finance Department for approval. The staff person responsible for CDBG in Finance also approves all CDBG expenditures.

Technical assistance is given to the subrecipients throughout the program year as needed. In addition, Upon completion of their grant, the subrecipients receive another on-site visit from City of Frisco staff to review financial documents, records and contracts, perform onsite inspections, review specific client files, and to discuss with the agency the specific accomplishments achieved as a result of the City of Frisco Community Development Block Grant funding.

Program Income 91.220(l)(1)

The estimated amount of program income to be received through revolving housing rehabilitation loans during PY 2011 is $2,000. The estimated amount of program income to be received through revolving housing rehabilitation loans during PY 2012 is $2,000.

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN PROGRAM YEAR 2012 AND INSTRUCTING STAFF TO SUBMIT THE PLAN TO THE DEPT. OF HOUSING AND URBAN DEVELOPMENT FOR APPROVAL OF PROGRAM YEAR 2012 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING.

WHEREAS, the City Council of the City of Frisco, Texas wishes to apply for federal formula grant program funds administered by the U.S. Department of Housing and Urban Development,

WHEREAS, Title 24 of the Code of Federal Regulations, Subtitle A, Part 91 requires the City draft and submit a Consolidated Plan not less than every five years and requires development and submission of an annual Action Plan.

WHEREAS, the City of Frisco has engaged in consultation with outside agencies and has encouraged citizen participation in the development of the Program Year 2012 Annual Action Plan including conducting three public hearings and making the Annual Action Plan available for comment.

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

SECTION 1: That the City Council of the City of Frisco hereby agrees to adopt the Program Year 2012 Annual Action Plan and in doing so, instructs staff to submit this plan to the Dept. of Housing and Urban Development for approval of Program Year 2012 Community Development Block Grant Funding.

SECTION 2: That the City Council of the City of Frisco grants the City Manager, or designated City Staff the authority to:

- Execute all grant agreements and/or funding documents related to the funding of the CDBG Program;
- Make minor changes as may be requested by the Dept. of Housing and Urban Development in the approval and funding of the Program Year 2012 Annual Action Plan.

SECTION 3: This resolution shall take effect immediately upon passage.

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #29.

FRISCO
PROGRESS IN MOTION

Financial Services Department

Memorandum

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

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

From: **Anita Cothran, Director of Finance**
Danny Collier, Assistant Director of Finance

Date: **July 23, 2012**

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

Action Requested: Acceptance of Quarterly Investment Report for the period April 1, 2012 – June 30, 2012.

Background Information: The City of Frisco Investment Policy requires that the Investment Officers for the City provide the City Council a quarterly comprehensive investment report signed by the Investment Officers. For the third quarter of FY 2012, investments were held in the Texpool local government investment pool, TexStar local government investment pool, Wells Fargo account, and agency securities. The average yield to maturity for the quarter was 0.26%. The average six month Treasury bill yield for the quarter was 0.13%.

Board/ Citizen Input: None

Alternatives: None

Financial Considerations: Interest yields for governmental securities are still at historical lows. We monitor rates weekly and continue to invest the portfolio to exceed our benchmark yield, within the parameters set by the approved policy.

Legal Review: None

Supporting Documents: Quarterly Investment Report
April 1, 2012 – June 30, 2012

FirstSouthwest
A PlainsCapital Company

Investment Portfolio Summary

City of Frisco

FRISCO
TEXAS

For the Quarter Ended

June 30, 2012

Prepared by
FirstSouthwest Asset Management

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Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

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Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP:

The economic data released in June has largely confirmed economists' fears that first quarter growth was fueled by unusually mild winter weather and would reverse itself at the expense of second quarter growth. One needs to look no further than the monthly employment report to see the trend. During the first quarter, non-farm payrolls grew by an average of 226k per month. In the second quarter, payroll growth has slowed to an average of just 75k per month, while the unemployment rate has climbed from April's 8.1% to 8.2% in June. Retail sales have declined for two months in a row with both April and May falling by 0.2%. Vehicle sales have decelerated sharply since hitting a post-recession high of 15 million annualized units in February, falling to just 13.7 million annual units in May. Consumer spending is likely being constrained by a lack of income as average hourly earnings rose by just 1.7% year-over-year in May, a new low for the current recovery cycle. Consumers are already stretched and with the prospect of higher taxes in the offing, it's no wonder they are cutting back.

Global conditions are not helping. Much of Europe is already in recession and growth in China has slowed sharply. Concerns about the implementation of a rescue package for its troubled banks helped to send yields on 10-year Spanish government bonds over 7%, and Italy isn't far behind. In contrast, yields on the relative safe harbor debt of the U.S. and Germany continue to fall. On June 1st, the yield on 10-year U.S. Treasuries fell to a record low of 1.44%. At the same time, the German 10-year bond reached 1.13% and the German two-year traded below zero for the first time ever. The Federal Reserve, mindful of the economy's precarious position, voted to extend their "Operation Twist" program through the end of 2012. With inflation well contained, the global economy slowing, payroll growth at a virtual standstill, and the fiscal cliff beginning to exert itself, additional easing measures are widely expected.

AGENDA ITEM #29.

Packet Page -447-

FirstSouthwest
A PlainsCapital Company

City of Frisco
Investment Officers' Certification

For the Quarter Ended

June 30, 2012

This report is prepared for the **City of Frisco** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Anita Cothran

Name: Anita Cothran Title: Director of Financial Services

Danny Collier

Name: Danny Collier Title: Assistant Financial Director

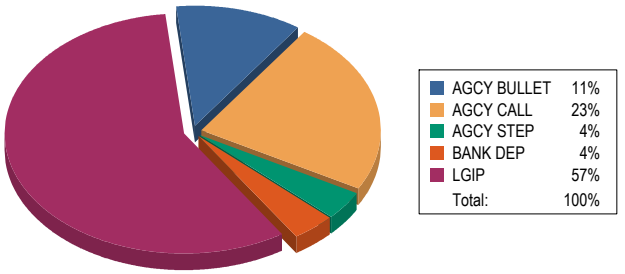
FirstSouthwest
A PlainsCapital Company

City of Frisco
Executive Summary
As of 06/30/12

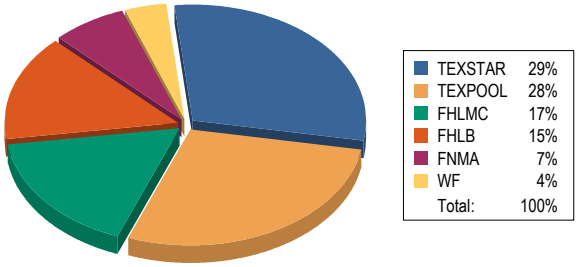
Account Summary

	Beginning Values as of 03/31/12	Ending Values as of 06/30/12
Par Value	252,878,500.56	248,762,170.86
Market Value	252,947,215.56	248,863,045.86
Book Value	253,001,970.14	248,850,653.50
Unrealized Gain / Loss	(54,754.58)	12,392.36
Market Value %	**100.03%**	**100.04%**
Weighted Avg. YTW	0.229%	0.238%
Weighted Avg. YTM	0.249%	0.259%

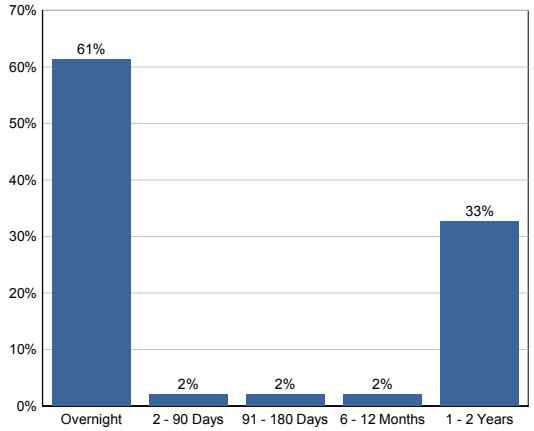
Allocation by Security Type



Allocation by Issuer

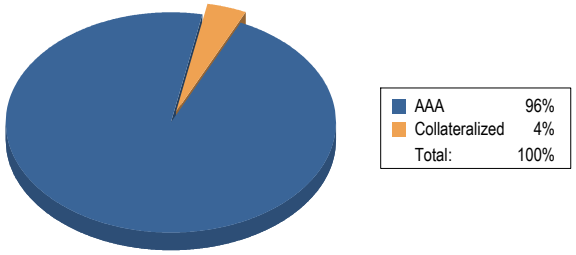


Maturity Distribution %



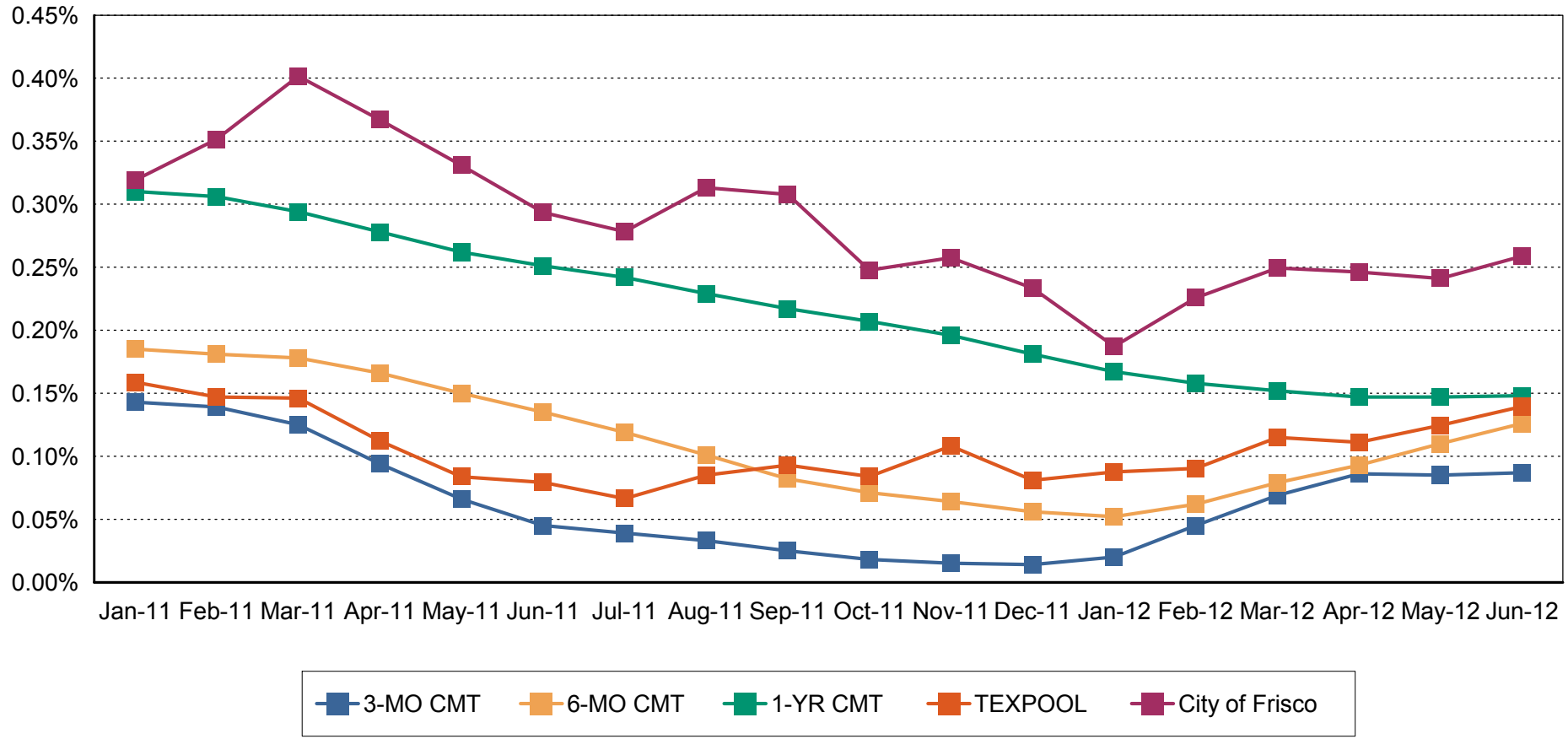
Weighted Average Days to Maturity: 188

Credit Quality



FirstSouthwest
A PlainsCapital Company

City of Frisco
Benchmark Comparison
As of 06/30/2012



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.



City of Frisco
Detail of Security Holdings
As of 06/30/2012

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Capital Proj / Esc																	
EXPOOL		LGIP	TexPool					17,701,772.21	100.000	17,701,772.21	17,701,772.21	100.000	17,701,772.21	1		0.139	0.139
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	2,000,000.00	100.000	2,000,000.00	2,000,000.00	100.000	2,000,000.00	391	26	0.699	0.400
3133781K83	03/12/12	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	QRTLY	3,150,000.00	100.000	3,150,000.00	3,150,000.00	100.010	3,150,315.00	620	74	0.410	0.410
Total for Capital Proj / Esc								**22,851,772.21**	**100.000**	**22,851,772.21**	**22,851,772.21**	**100.001**	**22,852,087.21**	**120**		**0.226**	**0.200**
Capital Project Reserve Fund																	
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			1,000,000.00	100.327	1,003,270.00	1,002,505.40	100.250	1,002,500.00	472		0.305	0.305
Total for Capital Project Reserve Fund								**1,000,000.00**	**100.327**	**1,003,270.00**	**1,002,505.40**	**100.250**	**1,002,500.00**	**472**		**0.305**	**0.305**
Capital Reserve Fund																	
TEXPOOL		LGIP	TexPool					1,342,053.41	100.000	1,342,053.41	1,342,053.41	100.000	1,342,053.41	1		0.139	0.139
Total for Capital Reserve Fund								**1,342,053.41**	**100.000**	**1,342,053.41**	**1,342,053.41**	**100.000**	**1,342,053.41**	**1**		**0.139**	**0.139**
CDC Fund																	
TEXPOOL		LGIP	TexPool					5,070,448.49	100.000	5,070,448.49	5,070,448.49	100.000	5,070,448.49	1		0.139	0.139
TEXSTAR		LGIP	TexSTAR					672,770.47	100.000	672,770.47	672,770.47	100.000	672,770.47	1		0.138	0.138
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	391	26	0.699	0.400
3134G3MM9	02/29/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	2,000,000.00	100.000	2,000,000.00	2,000,000.00	100.050	2,001,000.00	607	242	0.400	0.400
Total for CDC Fund								**8,743,218.96**	**100.000**	**8,743,218.96**	**8,743,218.96**	**100.011**	**8,744,218.96**	**184**		**0.263**	**0.229**
CIP Contributions																	
TEXSTAR		LGIP	TexSTAR					6,778,039.61	100.000	6,778,039.61	6,778,039.61	100.000	6,778,039.61	1		0.138	0.138
Total for CIP Contributions								**6,778,039.61**	**100.000**	**6,778,039.61**	**6,778,039.61**	**100.000**	**6,778,039.61**	**1**		**0.138**	**0.138**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Court Fees																	
TEXPOOL		LGIP	TexPool					490,241.12	100.000	490,241.12	490,241.12	100.000	490,241.12	1		0.139	0.139
Total for Court Fees								**490,241.12**	**100.000**	**490,241.12**	**490,241.12**	**100.000**	**490,241.12**	**1**		**0.139**	**0.139**
Downtown Improvement																	
TEXPOOL		LGIP	TexPool					113,009.66	100.000	113,009.66	113,009.66	100.000	113,009.66	1		0.139	0.139
Total for Downtown Improvement								**113,009.66**	**100.000**	**113,009.66**	**113,009.66**	**100.000**	**113,009.66**	**1**		**0.139**	**0.139**
EDC Fund																	
TEXPOOL		LGIP	TexPool					4,747,036.63	100.000	4,747,036.63	4,747,036.63	100.000	4,747,036.63	1		0.139	0.139
TEXSTAR		LGIP	TexSTAR					2,125,864.20	100.000	2,125,864.20	2,125,864.20	100.000	2,125,864.20	1		0.138	0.138
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	391	26	0.699	0.400
3134G3MM9	02/27/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.050	1,000,500.00	607	242	0.400	0.400
3134G3MM9	02/29/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.050	5,002,500.00	607	242	0.400	0.400
Total for EDC Fund								**13,872,900.83**	**100.000**	**13,872,900.83**	**13,872,900.83**	**100.022**	**13,875,900.83**	**291**		**0.292**	**0.271**
General Operating Fund																	
TEXPOOL		LGIP	TexPool					5,050,660.55	100.000	5,050,660.55	5,050,660.55	100.000	5,050,660.55	1		0.139	0.139
TEXSTAR		LGIP	TexSTAR					7,262,156.49	100.000	7,262,156.49	7,262,156.49	100.000	7,262,156.49	1		0.138	0.138
WF-FRISCO		BANK DEP	Wells Fargo Choice IV					9,846,214.27	100.000	9,846,214.27	9,846,214.27	100.000	9,846,214.27	1		0.250	0.250
313375QQ3	02/27/12	AGCY BULET	FHLB	0.240	09/26/12			5,000,000.00	100.048	5,002,400.00	5,000,976.25	100.020	5,001,000.00	88		0.157	0.157
313376HQ1	02/27/12	AGCY BULET	FHLB	0.210	12/10/12			5,000,000.00	100.022	5,001,080.00	5,000,607.30	100.020	5,001,000.00	163		0.182	0.182
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.000	5,000,000.00	391	26	0.699	0.400
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			5,500,000.00	100.327	5,517,985.00	5,513,779.70	100.250	5,513,750.00	472		0.305	0.305
3134G3MM9	02/27/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	4,000,000.00	100.000	4,000,000.00	4,000,000.00	100.050	4,002,000.00	607	242	0.400	0.400
Total for General Operating Fund								**46,659,031.31**	**100.046**	**46,680,496.31**	**46,674,394.56**	**100.038**	**46,676,781.31**	**177**		**0.271**	**0.239**

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Detail of Security Holdings
As of 06/30/2012

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Hotel Motel Tourism																	
EXPOOL		LGIP	TexPool					98,618.13	100.000	98,618.13	98,618.13	100.000	98,618.13	1		0.139	0.139
Total for Hotel Motel Tourism								**98,618.13**	**100.000**	**98,618.13**	**98,618.13**	**100.000**	**98,618.13**	**1**		**0.139**	**0.139**
Impact Fees																	
EXPOOL		LGIP	TexPool					4,533,443.88	100.000	4,533,443.88	4,533,443.88	100.000	4,533,443.88	1		0.139	0.139
EXSTAR		LGIP	TexSTAR					1,282,360.03	100.000	1,282,360.03	1,282,360.03	100.000	1,282,360.03	1		0.138	0.138
I34G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			3,000,000.00	100.327	3,009,810.00	3,007,516.20	100.250	3,007,500.00	472		0.305	0.305
I34G3MM9	02/27/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	2,000,000.00	100.000	2,000,000.00	2,000,000.00	100.050	2,001,000.00	607	242	0.400	0.400
Total for Impact Fees								**10,815,803.91**	**100.091**	**10,825,613.91**	**10,823,320.11**	**100.079**	**10,824,303.91**	**244**		**0.233**	**0.233**
Insurance Reserve Fund																	
TEXPOOL		LGIP	TexPool					1,067,627.68	100.000	1,067,627.68	1,067,627.68	100.000	1,067,627.68	1		0.139	0.139
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			400,000.00	100.327	401,308.00	401,002.16	100.250	401,000.00	472		0.305	0.305
Total for Insurance Reserve Fund								**1,467,627.68**	**100.089**	**1,468,935.68**	**1,468,629.84**	**100.068**	**1,468,627.68**	**130**		**0.185**	**0.185**
Interest & Sinking Fund																	
TEXPOOL		LGIP	TexPool					13,286,444.58	100.000	13,286,444.58	13,286,444.58	100.000	13,286,444.58	1		0.139	0.139
TEXSTAR		LGIP	TexSTAR					318,454.75	100.000	318,454.75	318,454.75	100.000	318,454.75	1		0.138	0.138
Total for Interest & Sinking Fund								**13,604,899.33**	**100.000**	**13,604,899.33**	**13,604,899.33**	**100.000**	**13,604,899.33**	**1**		**0.139**	**0.139**
Panther Creek-PID																	
TEXPOOL		LGIP	TexPool					6,352.75	100.000	6,352.75	6,352.75	100.000	6,352.75	1		0.139	0.139
Total for Panther Creek-PID								**6,352.75**	**100.000**	**6,352.75**	**6,352.75**	**100.000**	**6,352.75**	**1**		**0.139**	**0.139**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Park Dedication Fees																	
TEXPOOL		LGIP	TexPool					3,554,237.99	100.000	3,554,237.99	3,554,237.99	100.000	3,554,237.99	1		0.139	0.139
TEXSTAR		LGIP	TexSTAR					1,190,586.81	100.000	1,190,586.81	1,190,586.81	100.000	1,190,586.81	1		0.138	0.138
Total for Park Dedication Fees								**4,744,824.80**	**100.000**	**4,744,824.80**	**4,744,824.80**	**100.000**	**4,744,824.80**	**1**		**0.139**	**0.139**
PEG Fund																	
TEXPOOL		LGIP	TexPool					607,800.91	100.000	607,800.91	607,800.91	100.000	607,800.91	1		0.139	0.139
Total for PEG Fund								**607,800.91**	**100.000**	**607,800.91**	**607,800.91**	**100.000**	**607,800.91**	**1**		**0.139**	**0.139**
Public Art Fund																	
TEXPOOL		LGIP	TexPool					32,203.63	100.000	32,203.63	32,203.63	100.000	32,203.63	1		0.139	0.139
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			250,000.00	100.327	250,817.50	250,626.35	100.250	250,625.00	472		0.305	0.305
Total for Public Art Fund								**282,203.63**	**100.290**	**283,021.13**	**282,829.98**	**100.222**	**282,828.63**	**418**		**0.286**	**0.286**
Series 2006 CO-W&S																	
TEXSTAR		LGIP	TexSTAR					5,680,730.36	100.000	5,680,730.36	5,680,730.36	100.000	5,680,730.36	1		0.138	0.138
Total for Series 2006 CO-W&S								**5,680,730.36**	**100.000**	**5,680,730.36**	**5,680,730.36**	**100.000**	**5,680,730.36**	**1**		**0.138**	**0.138**
Series 2006 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					13,997,113.03	100.000	13,997,113.03	13,997,113.03	100.000	13,997,113.03	1		0.138	0.138
3136FPGA9	10/20/11	AGCY CALL	FNMA	1.000	09/20/13	09/20/12	ONE TIME	3,500,000.00	100.565	3,519,775.00	3,504,738.34	100.050	3,501,750.00	447	82	0.703	0.382
Total for Series 2006 GO Bonds								**17,497,113.03**	**100.113**	**17,516,888.03**	**17,501,851.37**	**100.010**	**17,498,863.03**	**90**		**0.251**	**0.187**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
eries 2007 CO Bonds																	
I36FPGA9	10/20/11	AGCY CALL	FNMA	1.000	09/20/13	09/20/12	ONE TIME	3,500,000.00	100.565	3,519,775.00	3,504,738.34	100.050	3,501,750.00	447	82	0.703	0.382
I35G0FN8	11/21/11	AGCY CALL	FNMA	0.550	11/21/13	11/21/12	QRTLY	5,000,000.00	99.915	4,995,750.00	4,997,043.55	100.060	5,003,000.00	509	144	0.593	0.593
I3378JS1	03/05/12	AGCY CALL	FHLB	0.430	03/05/14	09/05/12	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.010	5,000,500.00	613	67	0.430	0.430
otal for Series 2007 CO Bonds								**13,500,000.00**	**100.115**	**13,515,525.00**	**13,501,781.89**	**100.039**	**13,505,250.00**	**531**		**0.561**	**0.478**
eries 2007 CO-W&S																	
EXSTAR		LGIP	TexSTAR					15,737,944.25	100.000	15,737,944.25	15,737,944.25	100.000	15,737,944.25	1		0.138	0.138
otal for Series 2007 CO-W&S								**15,737,944.25**	**100.000**	**15,737,944.25**	**15,737,944.25**	**100.000**	**15,737,944.25**	**1**		**0.138**	**0.138**
eries 2007 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					7,417,251.94	100.000	7,417,251.94	7,417,251.94	100.000	7,417,251.94	1		0.138	0.138
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	391	26	0.699	0.400
3135G0FN8	11/21/11	AGCY CALL	FNMA	0.550	11/21/13	11/21/12	QRTLY	5,000,000.00	99.915	4,995,750.00	4,997,043.55	100.060	5,003,000.00	509	144	0.593	0.593
313378JS1	03/05/12	AGCY CALL	FHLB	0.430	03/05/14	09/05/12	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.010	5,000,500.00	613	67	0.430	0.430
Total for Series 2007 GO Bonds								**18,417,251.94**	**99.977**	**18,413,001.94**	**18,414,295.49**	**100.019**	**18,420,751.94**	**326**		**0.371**	**0.355**
Series 2008 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					2,899,451.50	100.000	2,899,451.50	2,899,451.50	100.000	2,899,451.50	1		0.138	0.138
3134G3MM9	02/27/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.050	5,002,500.00	607	242	0.400	0.400
313379MX4	06/19/12	AGCY CALL	FHLB	0.500	06/19/14	09/19/12	QRTLY	7,000,000.00	100.000	7,000,000.00	7,000,000.00	99.950	6,996,500.00	719	81	0.500	0.500
Total for Series 2008 GO Bonds								**14,899,451.50**	**100.000**	**14,899,451.50**	**14,899,451.50**	**99.993**	**14,898,451.50**	**542**		**0.396**	**0.396**
Series 2008-B CO Bonds																	
TEXSTAR		LGIP	TexSTAR					1.21	100.000	1.21	1.21	100.000	1.21	1		0.138	0.138
Total for Series 2008-B CO Bonds								**1.21**	**100.000**	**1.21**	**1.21**	**100.000**	**1.21**	**1**		**0.138**	**0.138**

AGENDA ITEM #29.
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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Series 2009 CO Bonds																	
TEXSTAR		LGIP	TexSTAR					208,042.37	100.000	208,042.37	208,042.37	100.000	208,042.37	1		0.138	0.138
Total for Series 2009 CO Bonds								**208,042.37**	**100.000**	**208,042.37**	**208,042.37**	**100.000**	**208,042.37**	**1**		**0.138**	**0.138**
Series 2011 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					1,503,717.27	100.000	1,503,717.27	1,503,717.27	100.000	1,503,717.27	1		0.138	0.138
Total for Series 2011 GO Bonds								**1,503,717.27**	**100.000**	**1,503,717.27**	**1,503,717.27**	**100.000**	**1,503,717.27**	**1**		**0.138**	**0.138**
Solid Waste Operating Fund																	
TEXPOOL		LGIP	TexPool					394,347.58	100.000	394,347.58	394,347.58	100.000	394,347.58	1		0.139	0.139
Total for Solid Waste Operating Fund								**394,347.58**	**100.000**	**394,347.58**	**394,347.58**	**100.000**	**394,347.58**	**1**		**0.139**	**0.139**
Special Events Fund																	
TEXPOOL		LGIP	TexPool					112,364.87	100.000	112,364.87	112,364.87	100.000	112,364.87	1		0.139	0.139
Total for Special Events Fund								**112,364.87**	**100.000**	**112,364.87**	**112,364.87**	**100.000**	**112,364.87**	**1**		**0.139**	**0.139**
Stormwater Operating Fund																	
TEXPOOL		LGIP	TexPool					928,771.92	100.000	928,771.92	928,771.92	100.000	928,771.92	1		0.139	0.139
Total for Stormwater Operating Fund								**928,771.92**	**100.000**	**928,771.92**	**928,771.92**	**100.000**	**928,771.92**	**1**		**0.139**	**0.139**
Superdrome																	
TEXPOOL		LGIP	TexPool					233,807.36	100.000	233,807.36	233,807.36	100.000	233,807.36	1		0.139	0.139
313378K83	03/12/12	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	QRTLY	1,500,000.00	100.000	1,500,000.00	1,500,000.00	100.010	1,500,150.00	620	74	0.410	0.410
Total for Superdrome								**1,733,807.36**	**100.000**	**1,733,807.36**	**1,733,807.36**	**100.009**	**1,733,957.36**	**537**		**0.374**	**0.374**

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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
TIRZ #1																	
EXPOOL		LGIP	TexPool					2,180,622.28	100.000	2,180,622.28	2,180,622.28	100.000	2,180,622.28	1		0.139	0.139
otal for TIRZ #1								**2,180,622.28**	**100.000**	**2,180,622.28**	**2,180,622.28**	**100.000**	**2,180,622.28**	**1**		**0.139**	**0.139**
affic Control Enforcement																	
EXPOOL		LGIP	TexPool					153,946.77	100.000	153,946.77	153,946.77	100.000	153,946.77	1		0.139	0.139
otal for Traffic Control Enforcement								**153,946.77**	**100.000**	**153,946.77**	**153,946.77**	**100.000**	**153,946.77**	**1**		**0.139**	**0.139**
ater & Sewer Cap Proj Arb Acct																	
EXPOOL		LGIP	TexPool					13,323.69	100.000	13,323.69	13,323.69	100.000	13,323.69	1		0.139	0.139
Total for Water & Sewer Cap Proj Arb Acct								**13,323.69**	**100.000**	**13,323.69**	**13,323.69**	**100.000**	**13,323.69**	**1**		**0.139**	**0.139**
Water & Sewer Fund																	
TEXPOOL		LGIP	TexPool					1,172,163.34	100.000	1,172,163.34	1,172,163.34	100.000	1,172,163.34	1		0.139	0.139
TEXSTAR		LGIP	TexSTAR					4,517,911.74	100.000	4,517,911.74	4,517,911.74	100.000	4,517,911.74	1		0.138	0.138
3133XX7F8	02/27/12	AGCY BULET	FHLB	1.625	03/20/13			5,000,000.00	101.490	5,074,490.00	5,050,389.30	100.980	5,049,000.00	263		0.222	0.222
Total for Water & Sewer Fund								**10,690,075.08**	**100.701**	**10,764,565.08**	**10,740,464.38**	**100.461**	**10,739,075.08**	**124**		**0.178**	**0.178**
Water & Sewer Imp Fees																	
TEXPOOL		LGIP	TexPool					6,666,147.22	100.000	6,666,147.22	6,666,147.22	100.000	6,666,147.22	1		0.139	0.139
TEXSTAR		LGIP	TexSTAR					1,536,486.65	100.000	1,536,486.65	1,536,486.65	100.000	1,536,486.65	1		0.138	0.138
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			3,000,000.00	100.327	3,009,810.00	3,007,516.20	100.250	3,007,500.00	472		0.305	0.305
Total for Water & Sewer Imp Fees								**11,202,633.87**	**100.088**	**11,212,443.87**	**11,210,150.07**	**100.067**	**11,210,133.87**	**127**		**0.184**	**0.184**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Workforce Housing																	
TEXPOOL		LGIP	TexPool					79,627.26	100.000	79,627.26	79,627.26	100.000	79,627.26	1		0.139	0.139
313378K83	03/12/12	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	QRTLY	350,000.00	100.000	350,000.00	350,000.00	100.010	350,035.00	620	74	0.410	0.410
Total for Workforce Housing								**429,627.26**	**100.000**	**429,627.26**	**429,627.26**	**100.008**	**429,662.26**	**505**		**0.360**	**0.360**
Total for City of Frisco								**248,762,170.86**	**100.061**	**248,914,191.36**	**248,850,653.50**	**100.041**	**248,863,045.86**	**188**		**0.259**	**0.238**

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pital Proj / Esc											
XPOOL	LGIP	TexPool	19,667,225.46	3,876.03	(1,969,329.28)	0.00	0.00	17,701,772.21	19,667,225.46	17,701,772.21	(1,965,453.25)
34G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00	0.00
3378K83	AGCY CALL	FHLB 0.410 03/12/14	3,150,000.00	0.00	0.00	0.00	0.00	3,150,000.00	3,148,110.00	3,150,315.00	2,205.00
tal for Capital Proj / Esc			**24,817,225.46**	**3,876.03**	**(1,969,329.28)**	**0.00**	**0.00**	**22,851,772.21**	**24,815,335.46**	**22,852,087.21**	**(1,963,248.25)**
pital Project Reserve Fund											
34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	1,002,990.33	0.00	0.00	(484.93)	0.00	1,002,505.40	1,000,100.00	1,002,500.00	2,400.00
tal for Capital Project Reserve Fund			**1,002,990.33**	**0.00**	**0.00**	**(484.93)**	**0.00**	**1,002,505.40**	**1,000,100.00**	**1,002,500.00**	**2,400.00**
Capital Reserve Fund											
TEXPOOL	LGIP	TexPool	833,470.89	600,098.20	(91,515.68)	0.00	0.00	1,342,053.41	833,470.89	1,342,053.41	508,582.52
Total for Capital Reserve Fund			**833,470.89**	**600,098.20**	**(91,515.68)**	**0.00**	**0.00**	**1,342,053.41**	**833,470.89**	**1,342,053.41**	**508,582.52**
CDC Fund											
TEXPOOL	LGIP	TexPool	5,706,722.86	1,799,914.48	(2,436,188.85)	0.00	0.00	5,070,448.49	5,706,722.86	5,070,448.49	(636,274.37)
TEXSTAR	LGIP	TexSTAR	672,560.84	209.63	0.00	0.00	0.00	672,770.47	672,560.84	672,770.47	209.63
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	1,999,800.00	2,001,000.00	1,200.00
Total for CDC Fund			**9,379,283.70**	**1,800,124.11**	**(2,436,188.85)**	**0.00**	**0.00**	**8,743,218.96**	**9,379,083.70**	**8,744,218.96**	**(634,864.74)**
CIP Contributions											
TEXSTAR	LGIP	TexSTAR	7,417,407.16	739.97	(640,107.52)	0.00	0.00	6,778,039.61	7,417,407.16	6,778,039.61	(639,367.55)
Total for CIP Contributions			**7,417,407.16**	**739.97**	**(640,107.52)**	**0.00**	**0.00**	**6,778,039.61**	**7,417,407.16**	**6,778,039.61**	**(639,367.55)**

CUSIP	Security Type	Security Description	03/31/12 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/12 Book Value	03/31/12 Market Value	06/30/12 Market Value	Change in Mkt Value
Court Fees											
TEXPOOL	LGIP	TexPool	540,076.30	57,641.80	(107,476.98)	0.00	0.00	490,241.12	540,076.30	490,241.12	(49,835.18)
Total for Court Fees			**540,076.30**	**57,641.80**	**(107,476.98)**	**0.00**	**0.00**	**490,241.12**	**540,076.30**	**490,241.12**	**(49,835.18)**
Downtown Improvement											
TEXPOOL	LGIP	TexPool	127,136.47	36,937.86	(51,064.67)	0.00	0.00	113,009.66	127,136.47	113,009.66	(14,126.81)
Total for Downtown Improvement			**127,136.47**	**36,937.86**	**(51,064.67)**	**0.00**	**0.00**	**113,009.66**	**127,136.47**	**113,009.66**	**(14,126.81)**
EDC Fund											
TEXPOOL	LGIP	TexPool	6,532,284.46	761,056.58	(2,546,304.41)	0.00	0.00	4,747,036.63	6,532,284.46	4,747,036.63	(1,785,247.83)
TEXSTAR	LGIP	TexSTAR	2,125,201.80	662.40	0.00	0.00	0.00	2,125,864.20	2,125,201.80	2,125,864.20	662.40
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	6,000,000.00	0.00	0.00	0.00	0.00	6,000,000.00	5,999,400.00	6,003,000.00	3,600.00
Total for EDC Fund			**15,657,486.26**	**761,718.98**	**(2,546,304.41)**	**0.00**	**0.00**	**13,872,900.83**	**15,656,886.26**	**13,875,900.83**	**(1,780,985.43)**
General Operating Fund											
TEXPOOL	LGIP	TexPool	3,216,860.14	3,867,114.57	(2,033,314.16)	0.00	0.00	5,050,660.55	3,216,860.14	5,050,660.55	1,833,800.41
TEXSTAR	LGIP	TexSTAR	12,648,769.37	0.00	(5,386,612.88)	0.00	0.00	7,262,156.49	12,648,769.37	7,262,156.49	(5,386,612.88)
WF-FRISCO	BANK DEP	Wells Fargo Choice IV	9,839,664.03	6,550.24	0.00	0.00	0.00	9,846,214.27	9,839,664.03	9,846,214.27	6,550.24
313375QQ3	AGCY BULET	FHLB 0.240 09/26/12	5,002,009.95	0.00	0.00	(1,033.70)	0.00	5,000,976.25	5,002,000.00	5,001,000.00	(1,000.00)
313376HQ1	AGCY BULET	FHLB 0.210 12/10/12	5,000,950.45	0.00	0.00	(343.15)	0.00	5,000,607.30	5,000,000.00	5,001,000.00	1,000.00
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,000.00	5,000,000.00	0.00
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	5,516,446.82	0.00	0.00	(2,667.12)	0.00	5,513,779.70	5,500,550.00	5,513,750.00	13,200.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	4,000,000.00	0.00	0.00	0.00	0.00	4,000,000.00	3,999,600.00	4,002,000.00	2,400.00
Total for General Operating Fund			**50,224,700.76**	**3,873,664.81**	**(7,419,927.04)**	**(4,043.97)**	**0.00**	**46,674,394.56**	**50,207,443.54**	**46,676,781.31**	**(3,530,662.23)**

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tel Motel Tourism											
XPOOL	LGIP	TexPool	11,373.26	87,244.87	0.00	0.00	0.00	98,618.13	11,373.26	98,618.13	87,244.87
tal for Hotel Motel Tourism			**11,373.26**	**87,244.87**	**0.00**	**0.00**	**0.00**	**98,618.13**	**11,373.26**	**98,618.13**	**87,244.87**
pact Fees											
XPOOL	LGIP	TexPool	4,969,672.73	213,008.50	(649,237.35)	0.00	0.00	4,533,443.88	4,969,672.73	4,533,443.88	(436,228.85)
XSTAR	LGIP	TexSTAR	791,626.89	490,733.14	0.00	0.00	0.00	1,282,360.03	791,626.89	1,282,360.03	490,733.14
34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	3,008,970.99	0.00	0.00	(1,454.79)	0.00	3,007,516.20	3,000,300.00	3,007,500.00	7,200.00
34G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	1,999,800.00	2,001,000.00	1,200.00
tal for Impact Fees			**10,770,270.61**	**703,741.64**	**(649,237.35)**	**(1,454.79)**	**0.00**	**10,823,320.11**	**10,761,399.62**	**10,824,303.91**	**62,904.29**
Insurance Reserve Fund											
TEXPOOL	LGIP	TexPool	60,918.43	1,006,709.25	0.00	0.00	0.00	1,067,627.68	60,918.43	1,067,627.68	1,006,709.25
2011-001	CD-IAM	Legacy Bk CD 0.550 04/16/12	1,000,000.00	0.00	(1,000,000.00)	0.00	0.00	0.00	1,000,000.00	0.00	(1,000,000.00)
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	401,196.13	0.00	0.00	(193.97)	0.00	401,002.16	400,040.00	401,000.00	960.00
Total for Insurance Reserve Fund			**1,462,114.56**	**1,006,709.25**	**(1,000,000.00)**	**(193.97)**	**0.00**	**1,468,629.84**	**1,460,958.43**	**1,468,627.68**	**7,669.25**
Interest & Sinking Fund											
TEXPOOL	LGIP	TexPool	1,766,667.15	11,778,332.68	(258,555.25)	0.00	0.00	13,286,444.58	1,766,667.15	13,286,444.58	11,519,777.43
TEXSTAR	LGIP	TexSTAR	1,842,517.72	245,797.65	(1,769,860.62)	0.00	0.00	318,454.75	1,842,517.72	318,454.75	(1,524,062.97)
Total for Interest & Sinking Fund			**3,609,184.87**	**12,024,130.33**	**(2,028,415.87)**	**0.00**	**0.00**	**13,604,899.33**	**3,609,184.87**	**13,604,899.33**	**9,995,714.46**
Panther Creek-PID											
TEXPOOL	LGIP	TexPool	18,128.24	29,524.76	(41,300.25)	0.00	0.00	6,352.75	18,128.24	6,352.75	(11,775.49)
Total for Panther Creek-PID			**18,128.24**	**29,524.76**	**(41,300.25)**	**0.00**	**0.00**	**6,352.75**	**18,128.24**	**6,352.75**	**(11,775.49)**

CUSIP	Security Type	Security Description	03/31/12 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/12 Book Value	03/31/12 Market Value	06/30/12 Market Value	Change in Mkt Value
Park Dedication Fees											
TEXPOOL	LGIP	TexPool	2,977,193.62	577,044.37	0.00	0.00	0.00	3,554,237.99	2,977,193.62	3,554,237.99	577,044.37
TEXSTAR	LGIP	TexSTAR	1,293,389.97	256.51	(103,059.67)	0.00	0.00	1,190,586.81	1,293,389.97	1,190,586.81	(102,803.16)
Total for Park Dedication Fees			**4,270,583.59**	**577,300.88**	**(103,059.67)**	**0.00**	**0.00**	**4,744,824.80**	**4,270,583.59**	**4,744,824.80**	**474,241.21**
PEG Fund											
TEXPOOL	LGIP	TexPool	530,802.40	77,936.79	(938.28)	0.00	0.00	607,800.91	530,802.40	607,800.91	76,998.51
Total for PEG Fund			**530,802.40**	**77,936.79**	**(938.28)**	**0.00**	**0.00**	**607,800.91**	**530,802.40**	**607,800.91**	**76,998.51**
Public Art Fund											
TEXPOOL	LGIP	TexPool	32,069.34	624.83	(490.54)	0.00	0.00	32,203.63	32,069.34	32,203.63	134.29
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	250,747.58	0.00	0.00	(121.23)	0.00	250,626.35	250,025.00	250,625.00	600.00
Total for Public Art Fund			**282,816.92**	**624.83**	**(490.54)**	**(121.23)**	**0.00**	**282,829.98**	**282,094.34**	**282,828.63**	**734.29**
Series 2006 CO-W&S											
TEXSTAR	LGIP	TexSTAR	5,704,585.28	1,131.38	(24,986.30)	0.00	0.00	5,680,730.36	5,704,585.28	5,680,730.36	(23,854.92)
Total for Series 2006 CO-W&S			**5,704,585.28**	**1,131.38**	**(24,986.30)**	**0.00**	**0.00**	**5,680,730.36**	**5,704,585.28**	**5,680,730.36**	**(23,854.92)**
Series 2006 GO Bonds											
TEXSTAR	LGIP	TexSTAR	15,014,277.67	3,098.66	(1,020,263.30)	0.00	0.00	13,997,113.03	15,014,277.67	13,997,113.03	(1,017,164.64)
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	3,510,136.42	0.00	0.00	(5,398.08)	0.00	3,504,738.34	3,502,100.00	3,501,750.00	(350.00)
Total for Series 2006 GO Bonds			**18,524,414.09**	**3,098.66**	**(1,020,263.30)**	**(5,398.08)**	**0.00**	**17,501,851.37**	**18,516,377.67**	**17,498,863.03**	**(1,017,514.64)**

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ries 2007 CO Bonds											
36FPGA9	AGCY CALL	FNMA 1.000 09/20/13	3,510,136.42	0.00	0.00	(5,398.08)	0.00	3,504,738.34	3,502,100.00	3,501,750.00	(350.00)
35G0FN8	AGCY CALL	FNMA 0.550 11/21/13	4,996,513.95	0.00	0.00	529.60	0.00	4,997,043.55	5,001,000.00	5,003,000.00	2,000.00
3378JS1	AGCY CALL	FHLB 0.430 03/05/14	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,997,500.00	5,000,500.00	3,000.00
tal for Series 2007 CO Bonds			**13,506,650.37**	**0.00**	**0.00**	**(4,868.48)**	**0.00**	**13,501,781.89**	**13,500,600.00**	**13,505,250.00**	**4,650.00**
ries 2007 CO-W&S											
XSTAR	LGIP	TexSTAR	15,845,977.04	16,893.22	(124,926.01)	0.00	0.00	15,737,944.25	15,845,977.04	15,737,944.25	(108,032.79)
tal for Series 2007 CO-W&S			**15,845,977.04**	**16,893.22**	**(124,926.01)**	**0.00**	**0.00**	**15,737,944.25**	**15,845,977.04**	**15,737,944.25**	**(108,032.79)**
Series 2007 GO Bonds											
TEXSTAR	LGIP	TexSTAR	8,251,243.01	14,569.70	(848,560.77)	0.00	0.00	7,417,251.94	8,251,243.01	7,417,251.94	(833,991.07)
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	4,996,513.95	0.00	0.00	529.60	0.00	4,997,043.55	5,001,000.00	5,003,000.00	2,000.00
313378JS1	AGCY CALL	FHLB 0.430 03/05/14	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,997,500.00	5,000,500.00	3,000.00
Total for Series 2007 GO Bonds			**19,247,756.96**	**14,569.70**	**(848,560.77)**	**529.60**	**0.00**	**18,414,295.49**	**19,249,743.01**	**18,420,751.94**	**(828,991.07)**
Series 2008 GO Bonds											
TEXSTAR	LGIP	TexSTAR	3,477,010.36	7,023,171.03	(7,600,729.89)	0.00	0.00	2,899,451.50	3,477,010.36	2,899,451.50	(577,558.86)
3135G0FA6	AGCY CALL	FNMA 0.640 11/14/13	7,000,000.00	0.00	(7,000,000.00)	0.00	0.00	0.00	7,002,100.00	0.00	(7,002,100.00)
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,999,500.00	5,002,500.00	3,000.00
313379MX4	AGCY CALL	FHLB 0.500 06/19/14	0.00	7,000,000.00	0.00	0.00	0.00	7,000,000.00	0.00	6,996,500.00	6,996,500.00
Total for Series 2008 GO Bonds			**15,477,010.36**	**14,023,171.03**	**(14,600,729.89)**	**0.00**	**0.00**	**14,899,451.50**	**15,478,610.36**	**14,898,451.50**	**(580,158.86)**
Series 2008-B CO Bonds											
TEXSTAR	LGIP	TexSTAR	1.21	0.00	0.00	0.00	0.00	1.21	1.21	1.21	0.00
Total for Series 2008-B CO Bonds			**1.21**	**0.00**	**0.00**	**0.00**	**0.00**	**1.21**	**1.21**	**1.21**	**0.00**

CUSIP	Security Type	Security Description	03/31/12 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/12 Book Value	03/31/12 Market Value	06/30/12 Market Value	Change in Mkt Value
Series 2009 CO Bonds											
TEXSTAR	LGIP	TexSTAR	207,977.54	64.83	0.00	0.00	0.00	208,042.37	207,977.54	208,042.37	64.83
Total for Series 2009 CO Bonds			**207,977.54**	**64.83**	**0.00**	**0.00**	**0.00**	**208,042.37**	**207,977.54**	**208,042.37**	**64.83**
Series 2011 GO Bonds											
TEXSTAR	LGIP	TexSTAR	4,883,796.75	246.03	(3,380,325.51)	0.00	0.00	1,503,717.27	4,883,796.75	1,503,717.27	(3,380,079.48)
Total for Series 2011 GO Bonds			**4,883,796.75**	**246.03**	**(3,380,325.51)**	**0.00**	**0.00**	**1,503,717.27**	**4,883,796.75**	**1,503,717.27**	**(3,380,079.48)**
Solid Waste Operating Fund											
TEXPOOL	LGIP	TexPool	394,224.65	122.93	0.00	0.00	0.00	394,347.58	394,224.65	394,347.58	122.93
Total for Solid Waste Operating Fund			**394,224.65**	**122.93**	**0.00**	**0.00**	**0.00**	**394,347.58**	**394,224.65**	**394,347.58**	**122.93**
Special Events Fund											
TEXPOOL	LGIP	TexPool	99,314.92	13,049.95	0.00	0.00	0.00	112,364.87	99,314.92	112,364.87	13,049.95
Total for Special Events Fund			**99,314.92**	**13,049.95**	**0.00**	**0.00**	**0.00**	**112,364.87**	**99,314.92**	**112,364.87**	**13,049.95**
Stormwater Operating Fund											
TEXPOOL	LGIP	TexPool	1,111,133.85	115.85	(182,477.78)	0.00	0.00	928,771.92	1,111,133.85	928,771.92	(182,361.93)
Total for Stormwater Operating Fund			**1,111,133.85**	**115.85**	**(182,477.78)**	**0.00**	**0.00**	**928,771.92**	**1,111,133.85**	**928,771.92**	**(182,361.93)**
Superdrome											
TEXPOOL	LGIP	TexPool	153,761.65	100,017.53	(19,971.82)	0.00	0.00	233,807.36	153,761.65	233,807.36	80,045.71
313378K83	AGCY CALL	FHLB 0.410 03/12/14	1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00	1,499,100.00	1,500,150.00	1,050.00
Total for Superdrome			**1,653,761.65**	**100,017.53**	**(19,971.82)**	**0.00**	**0.00**	**1,733,807.36**	**1,652,861.65**	**1,733,957.36**	**81,095.71**

CUSIP	Security Type	Security Description	03/31/12 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/12 Book Value	03/31/12 Market Value	06/30/12 Market Value	Change in Mkt Value
ɪZ #1											
XPOOL	LGIP	TexPool	3,043,677.62	4,350,715.99	(5,213,771.33)	0.00	0.00	2,180,622.28	3,043,677.62	2,180,622.28	(863,055.34)
ɪal for TIRZ #1			**3,043,677.62**	**4,350,715.99**	**(5,213,771.33)**	**0.00**	**0.00**	**2,180,622.28**	**3,043,677.62**	**2,180,622.28**	**(863,055.34)**
ɪffic Control Enforcement											
XPOOL	LGIP	TexPool	112,631.76	41,315.01	0.00	0.00	0.00	153,946.77	112,631.76	153,946.77	41,315.01
ɪal for Traffic Control Enforcement			**112,631.76**	**41,315.01**	**0.00**	**0.00**	**0.00**	**153,946.77**	**112,631.76**	**153,946.77**	**41,315.01**
ɪter & Sewer Cap Proj Arb Acct											
ɪEXPOOL	LGIP	TexPool	13,319.55	4.14	0.00	0.00	0.00	13,323.69	13,319.55	13,323.69	4.14
Total for Water & Sewer Cap Proj Arb Acct			**13,319.55**	**4.14**	**0.00**	**0.00**	**0.00**	**13,323.69**	**13,319.55**	**13,323.69**	**4.14**
Water & Sewer Fund											
TEXPOOL	LGIP	TexPool	3,776,035.26	135.05	(2,604,006.97)	0.00	0.00	1,172,163.34	3,776,035.26	1,172,163.34	(2,603,871.92)
TEXSTAR	LGIP	TexSTAR	2,016,643.33	2,501,268.41	0.00	0.00	0.00	4,517,911.74	2,016,643.33	4,517,911.74	2,501,268.41
3133XX7F8	AGCY BULET	FHLB 1.625 03/20/13	5,067,885.60	0.00	0.00	(17,496.30)	0.00	5,050,389.30	5,067,000.00	5,049,000.00	(18,000.00)
Total for Water & Sewer Fund			**10,860,564.19**	**2,501,403.46**	**(2,604,006.97)**	**(17,496.30)**	**0.00**	**10,740,464.38**	**10,859,678.59**	**10,739,075.08**	**(120,603.51)**
Water & Sewer Imp Fees											
TEXPOOL	LGIP	TexPool	6,936,158.40	541,098.93	(811,110.11)	0.00	0.00	6,666,147.22	6,936,158.40	6,666,147.22	(270,011.18)
TEXSTAR	LGIP	TexSTAR	984,283.44	552,203.21	0.00	0.00	0.00	1,536,486.65	984,283.44	1,536,486.65	552,203.21
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	3,008,970.99	0.00	0.00	(1,454.79)	0.00	3,007,516.20	3,000,300.00	3,007,500.00	7,200.00
Total for Water & Sewer Imp Fees			**10,929,412.83**	**1,093,302.14**	**(811,110.11)**	**(1,454.79)**	**0.00**	**11,210,150.07**	**10,920,741.84**	**11,210,133.87**	**289,392.03**

AGENDA ITEM #29.
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CUSIP	Security Type	Security Description	03/31/12 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/12 Book Value	03/31/12 Market Value	06/30/12 Market Value	Change in Mkt Value
Workforce Housing											
TEXPOOL	LGIP	TexPool	80,707.74	3,411.04	(4,491.52)	0.00	0.00	79,627.26	80,707.74	79,627.26	(1,080.48)
313378K83	AGCY CALL	FHLB 0.410 03/12/14	350,000.00	0.00	0.00	0.00	0.00	350,000.00	349,790.00	350,035.00	245.00
Total for Workforce Housing			**430,707.74**	**3,411.04**	**(4,491.52)**	**0.00**	**0.00**	**429,627.26**	**430,497.74**	**429,662.26**	**(835.48)**
Total for City of Frisco			**253,001,970.14**	**43,804,648.00**	**(47,920,977.70)**	**(34,986.94)**	**0.00**	**248,850,653.50**	**252,947,215.56**	**248,863,045.86**	**(4,084,169.70)**

FirstSouthwest
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City of Frisco
Earned Income
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CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
apital Proj / Esc									
EXPOOL	LGIP	TexPool	0.00	6,116.51	6,116.51	0.00	0.00	0.00	6,116.51
I34G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,444.44	2,000.00	0.00	0.00	3,444.44	0.00	2,000.00
I3378K83	AGCY CALL	FHLB 0.410 03/12/14	681.63	3,228.75	0.00	0.00	3,910.38	0.00	3,228.75
otal for Capital Proj / Esc			**2,126.07**	**11,345.26**	**6,116.51**	**0.00**	**7,354.82**	**0.00**	**11,345.26**
apital Project Reserve Fund									
I34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	2,236.11	1,250.01	2,430.56	0.00	1,055.56	(484.93)	765.08
otal for Capital Project Reserve Fund			**2,236.11**	**1,250.01**	**2,430.56**	**0.00**	**1,055.56**	**(484.93)**	**765.08**
apital Reserve Fund									
TEXPOOL	LGIP	TexPool	0.00	250.82	250.82	0.00	0.00	0.00	250.82
Total for Capital Reserve Fund			**0.00**	**250.82**	**250.82**	**0.00**	**0.00**	**0.00**	**250.82**
CDC Fund									
TEXPOOL	LGIP	TexPool	0.00	2,069.84	2,069.84	0.00	0.00	0.00	2,069.84
TEXSTAR	LGIP	TexSTAR	0.00	209.63	209.63	0.00	0.00	0.00	209.63
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	722.22	1,000.00	0.00	0.00	1,722.22	0.00	1,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	755.56	2,000.00	0.00	0.00	2,755.56	0.00	2,000.00
Total for CDC Fund			**1,477.78**	**5,279.47**	**2,279.47**	**0.00**	**4,477.78**	**0.00**	**5,279.47**
CIP Contributions									
TEXSTAR	LGIP	TexSTAR	0.00	2,178.63	2,178.63	0.00	0.00	0.00	2,178.63
Total for CIP Contributions			**0.00**	**2,178.63**	**2,178.63**	**0.00**	**0.00**	**0.00**	**2,178.63**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Court Fees									
TEXPOOL	LGIP	TexPool	0.00	178.12	178.12	0.00	0.00	0.00	178.12
Total for Court Fees			**0.00**	**178.12**	**178.12**	**0.00**	**0.00**	**0.00**	**178.12**
Downtown Improvement									
TEXPOOL	LGIP	TexPool	0.00	40.44	40.44	0.00	0.00	0.00	40.44
Total for Downtown Improvement			**0.00**	**40.44**	**40.44**	**0.00**	**0.00**	**0.00**	**40.44**
EDC Fund									
TEXPOOL	LGIP	TexPool	0.00	2,073.34	2,073.34	0.00	0.00	0.00	2,073.34
TEXSTAR	LGIP	TexSTAR	0.00	662.40	662.40	0.00	0.00	0.00	662.40
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	722.22	1,000.00	0.00	0.00	1,722.22	0.00	1,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	2,266.67	6,000.00	0.00	0.00	8,266.67	0.00	6,000.00
Total for EDC Fund			**2,988.89**	**9,735.74**	**2,735.74**	**0.00**	**9,988.89**	**0.00**	**9,735.74**
General Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	1,036.65	1,036.65	0.00	0.00	0.00	1,036.65
TEXSTAR	LGIP	TexSTAR	0.00	3,288.25	3,288.25	0.00	0.00	0.00	3,288.25
WF-FRISCO	BANK DEP	Wells Fargo Choice IV	0.00	6,550.24	6,550.24	0.00	0.00	0.00	6,550.24
313375QQ3	AGCY BULET	FHLB 0.240 09/26/12	166.67	3,000.00	0.00	0.00	3,166.67	(1,033.70)	1,966.30
313376HQ1	AGCY BULET	FHLB 0.210 12/10/12	3,266.67	2,625.00	5,279.17	0.00	612.50	(343.15)	2,281.85
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	3,611.11	5,000.00	0.00	0.00	8,611.11	0.00	5,000.00
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	12,298.61	6,875.01	13,368.06	0.00	5,805.56	(2,667.12)	4,207.89
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	1,511.11	4,000.00	0.00	0.00	5,511.11	0.00	4,000.00
Total for General Operating Fund			**20,854.17**	**32,375.15**	**29,522.37**	**0.00**	**23,706.95**	**(4,043.97)**	**28,331.18**

FirstSouthwest
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City of Frisco
Earned Income
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CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
otel Motel Tourism									
EXPOOL	LGIP	TexPool	0.00	9.95	9.95	0.00	0.00	0.00	9.95
otal for Hotel Motel Tourism			**0.00**	**9.95**	**9.95**	**0.00**	**0.00**	**0.00**	**9.95**
npact Fees									
EXPOOL	LGIP	TexPool	0.00	1,417.06	1,417.06	0.00	0.00	0.00	1,417.06
EXSTAR	LGIP	TexSTAR	0.00	257.83	257.83	0.00	0.00	0.00	257.83
I34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	6,708.33	3,750.01	7,291.67	0.00	3,166.67	(1,454.79)	2,295.22
I34G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	755.56	2,000.00	0.00	0.00	2,755.56	0.00	2,000.00
otal for Impact Fees			**7,463.89**	**7,424.90**	**8,966.56**	**0.00**	**5,922.23**	**(1,454.79)**	**5,970.11**
Insurance Reserve Fund									
TEXPOOL	LGIP	TexPool	0.00	282.24	282.24	0.00	0.00	0.00	282.24
2011-001	CD-IAM	Legacy Bk CD 0.550 04/16/12	5,289.04	165.75	5,454.79	0.00	0.00	0.00	165.75
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	894.44	500.00	972.22	0.00	422.22	(193.97)	306.03
Total for Insurance Reserve Fund			**6,183.48**	**947.99**	**6,709.25**	**0.00**	**422.22**	**(193.97)**	**754.02**
Interest & Sinking Fund									
TEXPOOL	LGIP	TexPool	0.00	2,156.76	2,156.76	0.00	0.00	0.00	2,156.76
TEXSTAR	LGIP	TexSTAR	0.00	148.94	148.94	0.00	0.00	0.00	148.94
Total for Interest & Sinking Fund			**0.00**	**2,305.70**	**2,305.70**	**0.00**	**0.00**	**0.00**	**2,305.70**
Panther Creek-PID									
TEXPOOL	LGIP	TexPool	0.00	11.22	11.22	0.00	0.00	0.00	11.22
Total for Panther Creek-PID			**0.00**	**11.22**	**11.22**	**0.00**	**0.00**	**0.00**	**11.22**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Park Dedication Fees									
TEXPOOL	LGIP	TexPool	0.00	1,035.37	1,035.37	0.00	0.00	0.00	1,035.37
TEXSTAR	LGIP	TexSTAR	0.00	402.37	402.37	0.00	0.00	0.00	402.37
Total for Park Dedication Fees			**0.00**	**1,437.74**	**1,437.74**	**0.00**	**0.00**	**0.00**	**1,437.74**
PEG Fund									
TEXPOOL	LGIP	TexPool	0.00	171.28	171.28	0.00	0.00	0.00	171.28
Total for PEG Fund			**0.00**	**171.28**	**171.28**	**0.00**	**0.00**	**0.00**	**171.28**
Public Art Fund									
TEXPOOL	LGIP	TexPool	0.00	10.08	10.08	0.00	0.00	0.00	10.08
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	559.03	312.50	607.64	0.00	263.89	(121.23)	191.27
Total for Public Art Fund			**559.03**	**322.58**	**617.72**	**0.00**	**263.89**	**(121.23)**	**201.35**
Series 2006 CO-W&S									
TEXSTAR	LGIP	TexSTAR	0.00	1,777.65	1,777.65	0.00	0.00	0.00	1,777.65
Total for Series 2006 CO-W&S			**0.00**	**1,777.65**	**1,777.65**	**0.00**	**0.00**	**0.00**	**1,777.65**
Series 2006 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	4,442.50	4,442.50	0.00	0.00	0.00	4,442.50
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	1,069.44	8,750.00	0.00	0.00	9,819.44	(5,398.08)	3,351.92
Total for Series 2006 GO Bonds			**1,069.44**	**13,192.50**	**4,442.50**	**0.00**	**9,819.44**	**(5,398.08)**	**7,794.42**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
eries 2007 CO Bonds									
I36FPGA9	AGCY CALL	FNMA 1.000 09/20/13	1,069.44	8,750.00	0.00	0.00	9,819.44	(5,398.08)	3,351.92
I35G0FN8	AGCY CALL	FNMA 0.550 11/21/13	9,930.56	6,875.00	13,750.00	0.00	3,055.56	529.60	7,404.60
I3378JS1	AGCY CALL	FHLB 0.430 03/05/14	1,552.78	5,375.00	0.00	0.00	6,927.78	0.00	5,375.00
otal for Series 2007 CO Bonds			**12,552.78**	**21,000.00**	**13,750.00**	**0.00**	**19,802.78**	**(4,868.48)**	**16,131.52**
eries 2007 CO-W&S									
EXSTAR	LGIP	TexSTAR	0.00	4,939.17	4,939.17	0.00	0.00	0.00	4,939.17
otal for Series 2007 CO-W&S			**0.00**	**4,939.17**	**4,939.17**	**0.00**	**0.00**	**0.00**	**4,939.17**
eries 2007 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	2,416.36	2,416.36	0.00	0.00	0.00	2,416.36
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	722.22	1,000.00	0.00	0.00	1,722.22	0.00	1,000.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	9,930.56	6,875.00	13,750.00	0.00	3,055.56	529.60	7,404.60
313378JS1	AGCY CALL	FHLB 0.430 03/05/14	1,552.78	5,375.00	0.00	0.00	6,927.78	0.00	5,375.00
Total for Series 2007 GO Bonds			**12,205.56**	**15,666.36**	**16,166.36**	**0.00**	**11,705.56**	**529.60**	**16,195.96**
Series 2008 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	1,898.84	1,898.84	0.00	0.00	0.00	1,898.84
3135G0FA6	AGCY CALL	FNMA 0.640 11/14/13	17,048.89	5,351.11	22,400.00	0.00	0.00	0.00	5,351.11
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	1,888.89	5,000.00	0.00	0.00	6,888.89	0.00	5,000.00
313379MX4	AGCY CALL	FHLB 0.500 06/19/14	0.00	1,166.67	0.00	0.00	1,166.67	0.00	1,166.67
Total for Series 2008 GO Bonds			**18,937.78**	**13,416.62**	**24,298.84**	**0.00**	**8,055.56**	**0.00**	**13,416.62**
Series 2008-B CO Bonds									
Total for Series 2008-B CO Bonds			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

AGENDA ITEM #29.

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CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Series 2009 CO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	64.83	64.83	0.00	0.00	0.00	64.83
Total for Series 2009 CO Bonds			**0.00**	**64.83**	**64.83**	**0.00**	**0.00**	**0.00**	**64.83**
Series 2011 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	911.07	911.07	0.00	0.00	0.00	911.07
Total for Series 2011 GO Bonds			**0.00**	**911.07**	**911.07**	**0.00**	**0.00**	**0.00**	**911.07**
Solid Waste Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	122.93	122.93	0.00	0.00	0.00	122.93
Total for Solid Waste Operating Fund			**0.00**	**122.93**	**122.93**	**0.00**	**0.00**	**0.00**	**122.93**
Special Events Fund									
TEXPOOL	LGIP	TexPool	0.00	32.73	32.73	0.00	0.00	0.00	32.73
Total for Special Events Fund			**0.00**	**32.73**	**32.73**	**0.00**	**0.00**	**0.00**	**32.73**
Stormwater Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	338.55	338.55	0.00	0.00	0.00	338.55
Total for Stormwater Operating Fund			**0.00**	**338.55**	**338.55**	**0.00**	**0.00**	**0.00**	**338.55**
Superdrome									
TEXPOOL	LGIP	TexPool	0.00	46.71	46.71	0.00	0.00	0.00	46.71
313378K83	AGCY CALL	FHLB 0.410 03/12/14	324.58	1,537.50	0.00	0.00	1,862.08	0.00	1,537.50
Total for Superdrome			**324.58**	**1,584.21**	**46.71**	**0.00**	**1,862.08**	**0.00**	**1,584.21**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Earned Income
From 03/31/2012 to 06/30/2012

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
RZ #1									
EXPOOL	LGIP	TexPool	0.00	1,053.22	1,053.22	0.00	0.00	0.00	1,053.22
otal for TIRZ #1			**0.00**	**1,053.22**	**1,053.22**	**0.00**	**0.00**	**0.00**	**1,053.22**
affic Control Enforcement									
EXPOOL	LGIP	TexPool	0.00	41.54	41.54	0.00	0.00	0.00	41.54
otal for Traffic Control Enforcement			**0.00**	**41.54**	**41.54**	**0.00**	**0.00**	**0.00**	**41.54**
ater & Sewer Cap Proj Arb Acct									
EXPOOL	LGIP	TexPool	0.00	4.14	4.14	0.00	0.00	0.00	4.14
Total for Water & Sewer Cap Proj Arb Acct			**0.00**	**4.14**	**4.14**	**0.00**	**0.00**	**0.00**	**4.14**
Water & Sewer Fund									
TEXPOOL	LGIP	TexPool	0.00	533.92	533.92	0.00	0.00	0.00	533.92
TEXSTAR	LGIP	TexSTAR	0.00	1,268.41	1,268.41	0.00	0.00	0.00	1,268.41
3133XX7F8	AGCY BULET	FHLB 1.625 03/20/13	2,482.64	20,312.50	0.00	0.00	22,795.14	(17,496.30)	2,816.20
Total for Water & Sewer Fund			**2,482.64**	**22,114.83**	**1,802.33**	**0.00**	**22,795.14**	**(17,496.30)**	**4,618.53**
Water & Sewer Imp Fees									
TEXPOOL	LGIP	TexPool	0.00	2,031.38	2,031.38	0.00	0.00	0.00	2,031.38
TEXSTAR	LGIP	TexSTAR	0.00	320.54	320.54	0.00	0.00	0.00	320.54
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	6,708.33	3,750.01	7,291.67	0.00	3,166.67	(1,454.79)	2,295.22
Total for Water & Sewer Imp Fees			**6,708.33**	**6,101.93**	**9,643.59**	**0.00**	**3,166.67**	**(1,454.79)**	**4,647.14**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Workforce Housing									
TEXPOOL	LGIP	TexPool	0.00	24.71	24.71	0.00	0.00	0.00	24.71
313378K83	AGCY CALL	FHLB 0.410 03/12/14	75.74	358.75	0.00	0.00	434.49	0.00	358.75
Total for Workforce Housing			**75.74**	**383.46**	**24.71**	**0.00**	**434.49**	**0.00**	**383.46**
Total for City of Frisco			**98,246.27**	**178,010.74**	**145,422.95**	**0.00**	**130,834.06**	**(34,986.94)**	**143,023.80**



City of Frisco
Investment Transactions
From 04/01/2012 to 06/30/2012

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
ıpital Project Reserve Fund															
come Payments															
4/16/12	04/15/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13				0.00	2,430.56	2,430.56			
ıtal for: Income Payments										**0.00**	**2,430.56**	**2,430.56**			
ıeneral Operating Fund															
come Payments															
4/16/12	04/15/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13				0.00	13,368.06	13,368.06			
5/11/12	06/10/12	313376HQ1	AGCY BULET	FHLB	0.210	12/10/12				0.00	5,279.17	5,279.17			
ıtal for: Income Payments										**0.00**	**18,647.23**	**18,647.23**			
Impact Fees															
Income Payments															
04/16/12	04/15/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13				0.00	7,291.67	7,291.67			
Total for: Income Payments										**0.00**	**7,291.67**	**7,291.67**			
Insurance Reserve Fund															
Maturities															
04/16/12	04/16/12	2011-001	CD-IAM	Legacy Bk CD	0.550	04/16/12		1,000,000.00	100.000	1,000,000.00	5,515.07	1,005,515.07		0.550	
Total for: Maturities								**1,000,000.00**		**1,000,000.00**	**5,515.07**	**1,005,515.07**		**0.550**	
Income Payments															
04/16/12	04/15/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13				0.00	972.22	972.22			
04/16/12	04/16/12	2011-001	CD-IAM	Legacy Bk CD	0.550	04/16/12				0.00	(60.28)	(60.28)			
Total for: Income Payments										**0.00**	**911.94**	**911.94**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Public Art Fund															
Income Payments															
04/16/12	04/15/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13				0.00	607.64	607.64			
Total for: Income Payments										**0.00**	**607.64**	**607.64**			
Series 2007 CO Bonds															
Income Payments															
05/21/12	05/21/12	3135G0FN8	AGCY CALL	FNMA	0.550	11/21/13				0.00	13,750.00	13,750.00			
Total for: Income Payments										**0.00**	**13,750.00**	**13,750.00**			
Series 2007 GO Bonds															
Income Payments															
05/21/12	05/21/12	3135G0FN8	AGCY CALL	FNMA	0.550	11/21/13				0.00	13,750.00	13,750.00			
Total for: Income Payments										**0.00**	**13,750.00**	**13,750.00**			

AGENDA ITEM #29.

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
ries 2008 GO Bonds															
lls															
5/09/12	05/14/12	3135G0FA6	AGCY CALL	FNMA	0.640	11/14/13	05/14/12	7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.640	
tal for: Calls								**7,000,000.00**		**7,000,000.00**	**0.00**	**7,000,000.00**		**0.640**	
rchases															
5/21/12	06/19/12	313379MX4	AGCY CALL	FHLB	0.500	06/19/14	09/19/12	7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.500	0.500
tal for: Purchases								**7,000,000.00**		**7,000,000.00**	**0.00**	**7,000,000.00**		**0.500**	**0.500**
come Payments															
5/14/12	05/14/12	3135G0FA6	AGCY CALL	FNMA	0.640	11/14/13				0.00	22,400.00	22,400.00			
Total for: Income Payments										**0.00**	**22,400.00**	**22,400.00**			
Water & Sewer Imp Fees															
Income Payments															
04/16/12	04/15/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13				0.00	7,291.67	7,291.67			
Total for: Income Payments										**0.00**	**7,291.67**	**7,291.67**			

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Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Calls	7,000,000.00	7,000,000.00		0.640	
Total Maturities	1,000,000.00	1,005,515.07		0.550	
Total Purchases	7,000,000.00	7,000,000.00		0.500	0.500
Total Income Payments	0.00	87,080.71			

FirstSouthwest
A PlainsCapital Company

City of Frisco
Amortization and Accretion
From 03/31/2012 to 06/30/2012

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
pital Proj / Esc											
34G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
3378K83	03/12/12	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	3,150,000.00	100.000	3,150,000.00	0.00	0.00	0.00	3,150,000.00
tal for Capital Proj / Esc					**5,150,000.00**		**5,150,000.00**	**0.00**	**0.00**	**0.00**	**5,150,000.00**
pital Project Reserve Fund											
34G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		1,000,000.00	100.327	1,003,270.00	(484.93)	(764.60)	(2,505.40)	1,002,505.40
tal for Capital Project Reserve Fund					**1,000,000.00**		**1,003,270.00**	**(484.93)**	**(764.60)**	**(2,505.40)**	**1,002,505.40**
C Fund											
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
3134G3MM9	02/29/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
Total for CDC Fund					**3,000,000.00**		**3,000,000.00**	**0.00**	**0.00**	**0.00**	**3,000,000.00**
EDC Fund											
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
3134G3MM9	02/27/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	6,000,000.00	100.000	6,000,000.00	0.00	0.00	0.00	6,000,000.00
Total for EDC Fund					**7,000,000.00**		**7,000,000.00**	**0.00**	**0.00**	**0.00**	**7,000,000.00**
General Operating Fund											
313375QQ3	02/27/12	AGCY BULET	FHLB 0.240 09/26/12		5,000,000.00	100.048	5,002,400.00	(1,033.70)	(1,423.75)	(976.25)	5,000,976.25
313376HQ1	02/27/12	AGCY BULET	FHLB 0.210 12/10/12		5,000,000.00	100.022	5,001,080.00	(343.15)	(472.70)	(607.30)	5,000,607.30
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		5,500,000.00	100.327	5,517,985.00	(2,667.12)	(4,205.30)	(13,779.70)	5,513,779.70
3134G3MM9	02/27/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	4,000,000.00	100.000	4,000,000.00	0.00	0.00	0.00	4,000,000.00
Total for General Operating Fund					**24,500,000.00**		**24,521,465.00**	**(4,043.97)**	**(6,101.75)**	**(15,363.25)**	**24,515,363.25**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Impact Fees											
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		3,000,000.00	100.327	3,009,810.00	(1,454.79)	(2,293.80)	(7,516.20)	3,007,516.20
3134G3MM9	02/27/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
Total for Impact Fees					**5,000,000.00**		**5,009,810.00**	**(1,454.79)**	**(2,293.80)**	**(7,516.20)**	**5,007,516.20**
Insurance Reserve Fund											
2011-001	04/16/11	CD-IAM	Legacy Bk CD 0.550 04/16/12		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		400,000.00	100.327	401,308.00	(193.97)	(305.84)	(1,002.16)	401,002.16
Total for Insurance Reserve Fund					**400,000.00**		**401,308.00**	**(193.97)**	**(305.84)**	**(1,002.16)**	**401,002.16**
Public Art Fund											
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		250,000.00	100.327	250,817.50	(121.23)	(191.15)	(626.35)	250,626.35
Total for Public Art Fund					**250,000.00**		**250,817.50**	**(121.23)**	**(191.15)**	**(626.35)**	**250,626.35**
Series 2006 GO Bonds											
3136FPGA9	10/20/11	AGCY CALL	FNMA 1.000 09/20/13	09/20/12	3,500,000.00	100.565	3,519,775.00	(5,398.08)	(15,036.66)	(4,738.34)	3,504,738.34
Total for Series 2006 GO Bonds					**3,500,000.00**		**3,519,775.00**	**(5,398.08)**	**(15,036.66)**	**(4,738.34)**	**3,504,738.34**
Series 2007 CO Bonds											
3136FPGA9	10/20/11	AGCY CALL	FNMA 1.000 09/20/13	09/20/12	3,500,000.00	100.565	3,519,775.00	(5,398.08)	(15,036.66)	(4,738.34)	3,504,738.34
3135G0FN8	11/21/11	AGCY CALL	FNMA 0.550 11/21/13	11/21/12	5,000,000.00	99.915	4,995,750.00	529.60	1,293.55	2,956.45	4,997,043.55
313378JS1	03/05/12	AGCY CALL	FHLB 0.430 03/05/14	09/05/12	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
Total for Series 2007 CO Bonds					**13,500,000.00**		**13,515,525.00**	**(4,868.48)**	**(13,743.11)**	**(1,781.89)**	**13,501,781.89**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Amortization and Accretion
From 03/31/2012 to 06/30/2012

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
ries 2007 GO Bonds											
34G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
35G0FN8	11/21/11	AGCY CALL	FNMA 0.550 11/21/13	11/21/12	5,000,000.00	99.915	4,995,750.00	529.60	1,293.55	2,956.45	4,997,043.55
3378JS1	03/05/12	AGCY CALL	FHLB 0.430 03/05/14	09/05/12	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
tal for Series 2007 GO Bonds					**11,000,000.00**		**10,995,750.00**	**529.60**	**1,293.55**	**2,956.45**	**10,997,043.55**
ries 2008 GO Bonds											
35G0FA6	11/14/11	AGCY CALL	FNMA 0.640 11/14/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
34G3MM9	02/27/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3379MX4	06/19/12	AGCY CALL	FHLB 0.500 06/19/14	09/19/12	7,000,000.00	100.000	7,000,000.00	0.00	0.00	0.00	7,000,000.00
Total for Series 2008 GO Bonds					**12,000,000.00**		**12,000,000.00**	**0.00**	**0.00**	**0.00**	**12,000,000.00**
Superdrome											
313378K83	03/12/12	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	1,500,000.00	100.000	1,500,000.00	0.00	0.00	0.00	1,500,000.00
Total for Superdrome					**1,500,000.00**		**1,500,000.00**	**0.00**	**0.00**	**0.00**	**1,500,000.00**
Water & Sewer Fund											
3133XX7F8	02/27/12	AGCY BULET	FHLB 1.625 03/20/13		5,000,000.00	101.490	5,074,490.00	(17,496.30)	(24,100.70)	(50,389.30)	5,050,389.30
Total for Water & Sewer Fund					**5,000,000.00**		**5,074,490.00**	**(17,496.30)**	**(24,100.70)**	**(50,389.30)**	**5,050,389.30**
Water & Sewer Imp Fees											
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		3,000,000.00	100.327	3,009,810.00	(1,454.79)	(2,293.80)	(7,516.20)	3,007,516.20
Total for Water & Sewer Imp Fees					**3,000,000.00**		**3,009,810.00**	**(1,454.79)**	**(2,293.80)**	**(7,516.20)**	**3,007,516.20**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Workforce Housing											
313378K83	03/12/12	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	350,000.00	100.000	350,000.00	0.00	0.00	0.00	350,000.00
Total for Workforce Housing					**350,000.00**		**350,000.00**	**0.00**	**0.00**	**0.00**	**350,000.00**
Total for City of Frisco					**96,150,000.00**		**96,302,020.50**	**(34,986.94)**	**(63,537.86)**	**(88,482.64)**	**96,238,482.64**



City of Frisco

Projected Cash Flows

Cash Flows for next 180 days from 06/30/2012

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Capital Proj / Esc						
134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	4,000.00	0.00	4,000.00
13378K83	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	6,457.50	0.00	6,457.50
otal for Capital Proj / Esc				**10,457.50**	**0.00**	**10,457.50**
apital Project Reserve Fund						
134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	10/15/12	2,500.00	0.00	2,500.00
otal for Capital Project Reserve Fund				**2,500.00**	**0.00**	**2,500.00**
DC Fund						
134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	2,000.00	0.00	2,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	4,000.00	0.00	4,000.00
Total for CDC Fund				**6,000.00**	**0.00**	**6,000.00**
EDC Fund						
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	2,000.00	0.00	2,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	12,000.00	0.00	12,000.00
Total for EDC Fund				**14,000.00**	**0.00**	**14,000.00**
General Operating Fund						
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	10,000.00	0.00	10,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	8,000.00	0.00	8,000.00
313375QQ3	AGCY BULET	FHLB 0.240 09/26/12	09/26/12	6,000.00	5,000,000.00	5,006,000.00
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	10/15/12	13,750.00	0.00	13,750.00
313376HQ1	AGCY BULET	FHLB 0.210 12/10/12	12/10/12	5,250.00	5,000,000.00	5,005,250.00
Total for General Operating Fund				**43,000.00**	**10,000,000.00**	**10,043,000.00**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Impact Fees						
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	4,000.00	0.00	4,000.00
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	10/15/12	7,500.00	0.00	7,500.00
Total for Impact Fees				**11,500.00**	**0.00**	**11,500.00**
Insurance Reserve Fund						
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	10/15/12	1,000.00	0.00	1,000.00
Total for Insurance Reserve Fund				**1,000.00**	**0.00**	**1,000.00**
Public Art Fund						
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	10/15/12	625.00	0.00	625.00
Total for Public Art Fund				**625.00**	**0.00**	**625.00**
Series 2006 GO Bonds						
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	09/20/12	17,500.00	3,500,000.00	3,517,500.00
Total for Series 2006 GO Bonds				**17,500.00**	**3,500,000.00**	**3,517,500.00**
Series 2007 CO Bonds						
313378JS1	AGCY CALL	FHLB 0.430 03/05/14	09/05/12	10,750.00	0.00	10,750.00
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	09/20/12	17,500.00	3,500,000.00	3,517,500.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	11/21/12	13,750.00	0.00	13,750.00
Total for Series 2007 CO Bonds				**42,000.00**	**3,500,000.00**	**3,542,000.00**



City of Frisco

Projected Cash Flows

Cash Flows for next 180 days from 06/30/2012

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Series 2007 GO Bonds						
134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	2,000.00	0.00	2,000.00
13378JS1	AGCY CALL	FHLB 0.430 03/05/14	09/05/12	10,750.00	0.00	10,750.00
135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	11/21/12	13,750.00	0.00	13,750.00
otal for Series 2007 GO Bonds				**26,500.00**	**0.00**	**26,500.00**
eries 2008 GO Bonds						
134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	10,000.00	0.00	10,000.00
13379MX4	AGCY CALL	FHLB 0.500 06/19/14	12/19/12	17,500.00	0.00	17,500.00
otal for Series 2008 GO Bonds				**27,500.00**	**0.00**	**27,500.00**
uperdrome						
313378K83	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	3,075.00	0.00	3,075.00
Total for Superdrome				**3,075.00**	**0.00**	**3,075.00**
Water & Sewer Fund						
3133XX7F8	AGCY BULET	FHLB 1.625 03/20/13	09/20/12	40,625.00	0.00	40,625.00
Total for Water & Sewer Fund				**40,625.00**	**0.00**	**40,625.00**
Water & Sewer Imp Fees						
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	10/15/12	7,500.00	0.00	7,500.00
Total for Water & Sewer Imp Fees				**7,500.00**	**0.00**	**7,500.00**
Workforce Housing						
313378K83	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	717.50	0.00	717.50
Total for Workforce Housing				**717.50**	**0.00**	**717.50**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			July 2012	20,000.00	0.00	20,000.00
			August 2012	38,000.00	0.00	38,000.00
			September 2012	113,375.00	12,000,000.00	12,113,375.00
			October 2012	32,875.00	0.00	32,875.00
			November 2012	27,500.00	0.00	27,500.00
			December 2012	22,750.00	5,000,000.00	5,022,750.00
Total Projected Cash Flows for City of Frisco				**254,500.00**	**17,000,000.00**	**17,254,500.00**

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AG

AGENDA ITEM #30.

PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **July 17, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to GeoComm, Inc. for Purchase of Annual Updates and Software Support for GeoLynx Software.**

Action Requested: City Council approval of a purchase order to GeoComm, Inc. for the purchase of annual updates and support for GeoLynx software, in the amount of $25,705.

Background Information: GeoLynx is the software used by Police and Fire to access the GIS data as part of the City of Frisco/FISD Project SAFER program. The City and FISD have an interlocal in place, sharing the ongoing expense of Project SAFER.

Board/ Citizen Input: N/A

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

Financial Considerations: Available funds are appropriated in the Project SAFER budget and the cost will be shared with FISD.

Legal Review: N/A

Supporting Documents: Department memo, and quote with agreement from vendor.

Information Technology Department
City of Frisco, Texas

Memorandum

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

From: **Susan Olson, Information Services and GIS Manager**

Date: **June 26, 2012**

Subject: **Purchase of GeoComm Annual Software Support Agreement**

GeoComm products, GeoLynx Mobile and 9-1-1, are the primary applications that Police and Fire use as a primary interface for SAFER data access. This invoice allows us to receive all updates for the software, vendor support, and online access to tools and forums regarding various support and management issues.

Software Support Agreement

This Support Agreement' ("the Agreement") is made by and between the **City of Frisco** ("the Customer"), organized under the laws of the state of Texas, and **Geo-Comm, Inc** ("GeoComm") a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer," and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development and professional project management and is willing to provide those services to the Customer based on this background. The Customer desires to have services provided by GeoComm.

Therefore, the parties agree as follows:

Section 1 - Description of Service and Limitations of Exhibits

Beginning upon contract signing, GeoComm will provide the goods and services (collectively the Services) described in Exhibit A and attached and incorporated herein by reference, and shall be referred to as "the Exhibits." The Services are further explained in the Exhibits and include, without limitation, explanation concerning the following:

- Software Support Services

Section 2 - Payment

The Customer shall pay a fee to GeoComm of **$25,705.00** for services as described in the Exhibits and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm in full within forty-five (45) days of contract signing. Services under this agreement will be provided from **August 1, 2012 through July 31, 2013.**

Section 3 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

Section 4 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer.

Section 5 - Disclosure

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is

related, directly or indirectly, to any activity that GeoComm may be involved with, on behalf of the Customer.

Section 6 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

Section 7 - Injuries

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of GeoComm or its employees or agents.

Section 8 - Indemnification

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

Section 9 - Insurance

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. All policies shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of $1,000,000.00 for any number of claims arising out of a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

Section 10 - Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

Section 11 - Nondiscrimination

During the performance of this Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Section 12 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

Section 13 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

City of Frisco

Susan Olson, Information Services and GIS Manager
6101 Frisco Square Blvd., Frisco, TX 75034
Phone (972) 292-5183 E-mail solson@friscotexas.gov

GeoComm

Scott Wolhart, Technical Services Manager
601 West St. Germain Street, St. Cloud, MN 56301
Phone (320) 240-0040 Fax (320) 240-2389 E-mail swolhart@geo-comm.com

Section 14 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 15 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 16 - Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered and distributed at the Customer's discretion.

Section 17 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 18 - Laws to Be Observed

GeoComm shall keep fully informed of all Federal and state laws; all regulations pertaining to the Occupational and Safety Hazards Act (OSHA); all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

Section 19 - Applicable Law

If there is any dispute concerning this agreement, the laws of the state of Texas apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of the state of Texas.

For City of Frisco

By: _____ Date: _____

Signature/Title

For Geo-Comm, Inc

By: _____ Date: _____

Janet Grones/Treasurer

Exhibit - A **Scope of Services for City of Frisco, Texas**

GeoComm will provide the following support services to the City of Frisco from August 1, 2012 through July 31, 2013.

Software Support Services

GeoComm recognizes the critical nature of the Telecommunication role and has skilled personnel available 24x7 to provide technical or user assistance. Support services shall be provided in an advisory capacity via telephone, fax, or e-mail for the software products listed below.

Regular Support Services provided under this Agreement covers calls concerning the Software that are made during regular business hours, which are 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, holidays excluded.

Emergency Support Services will be provided outside the regular business hours noted above. Emergency calls are those needing immediate attention that cannot be addressed during regular business hours. GeoComm defines these calls as:

a) System alarms where Software does not process calls

b) System locks up repeatedly without ability to recover

If the Customer calls the hotline outside regular business hours with non-emergency matters that could be addressed during regular business hours, the Customer agrees to pay for such calls at the rate of $95 per hour (minimum 1 hour), which fees shall be payable in addition to the annual fee described in the Support Fees section of this Agreement.

Software Maintenance

GeoComm shall distribute to the customer at no charge any software updates GeoComm develops during the term of this Agreement. The Customer is obligated to install these updates as quickly as possible upon receiving them from GeoComm.

The following software licenses are included in this agreement:

Software Description	# of Licenses	Total
GeoLynx 9-1-1 Mapping Software	14 full version	$11,550.00
Custom Interface	one	$1,200.00
GeoLynx AVL Software	8 licenses	$4,200.00
GeoLynx Mobile Software	85 licenses	$7,055.00
Standard IP AVL Client Interface	85 licenses	$1,700.00
TOTAL		**$25,705.00**

Remote Connection Services

This Agreement shall also include remote connection to the Software for troubleshooting by GeoComm Technical Support Analysts.

The standard and preferred method for connection is GoToAssist over the internet. GoToAssist sessions are protected by end-to-end, government-approved, 128-bit Advanced Encryption Standard (AES) encryption, as well as SSL encryption of point-to-point connections.

Additional GeoComm remote connection capabilities include:

- PCAnywhere
- Remote Desktop
- Microsoft VPN
- Cisco VPN

GeoComm's response time commitment is depicted in the following table:

Priority	Description	Response Time
Critical Impact – Service Not Available	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround	Less than two clock hours 24 x 7
Major Impact – Severely Impaired	Service performance/functionality for all End users is seriously impaired or degraded Data accuracy is seriously impaired There is no ability to avoid or reduce the effect of the incident via a workaround	Less than four clock hours 24 x 7
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance/functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a single End User A partial loss of service for a End User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 16 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded (not a complete work stoppage) for a Single End User There is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 24 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
No Impact	Password resets Requests for access rights File restores Issues of similar importance	Less than 48 business Hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

Software Support Exclusions

This Agreement does not include:

a) Calls for service related to hardware problems
b) Customized programming
c) Issues related to other vendors
d) Re-installation of software due to Customer upgrade of hardware or relocation of facilities
e) GeoComm shall have no responsibility for the provision of, or payment for, on-site services provided to the Customer by a third party, unless such is specifically agreed to in advance by GeoComm and the Customer.

GeoComm's Software Support obligations hereunder shall not extend to, and expressly exclude, any malfunction, damage, or other matter arising out of or resulting from:

a) The operation, malfunction, or interfacing with any system, equipment, or network provided or installed by any entity other than GeoComm

b) Misuse or abuse of the software and systems by operators thereof or by any other third parties not under the control or employ of GeoComm

c) Consumable supplies

d) Acts of God, including, without limitation; lightning strikes and severe weather

e) The reinstallation, tampering, or other modifications of the Software and systems installed by GeoComm, by operators of, or by any other third parties not under the control or employ of GeoComm

AGENDA ITEM #31.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **July 19, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order with Digital Resources, Inc. for the Purchase and Installation of Council Chamber Audio Visual Equipment**

Action Requested: City Council approval of a purchase order with Digital Resources, Inc. for the purchase and installation of Council Chamber audio visual equipment, in the amount of $62,009.

Background Information: Purchase made through an interlocal agreement with TIPS/TAPS cooperative purchasing network. Staff is requesting the purchase of replacement dais microphones with the addition of an electronic voting and tabulation capabilities. The existing microphone system is aging and replacement parts are no longer available.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available in the Special Revenue PEG Fund, Fund 295.

Legal Review: N/A.

Supporting Documents: Department memo and Digital Resources quote.

COMMUNICATIONS & MEDIA
RELATIONS DEPARTMENT

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000 · FAX 972.292.5586
WWW.FRISCOTEXAS.GOV

Memorandum

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

Cc: **Dana Baird, Director of Communications**

From: **Tom Kraemer, A/V Manager**

Date: **July 9, 2012**

Subject: **Request for City Council consideration of a purchase order to Digital Resources, Inc. for the purchase and installation of Council Chamber A/V equipment**

Attached for your consideration is a request for a purchase order to Digital Resources, Inc. for the purchase and installation of a dais microphone and electronic voting system. This will replace the existing microphone system on the dais and will add electronic voting capability. It will also retrofit the existing Council Chamber A/V system to allow for display of electronic voting tabulation.

Pricing for this system was obtained through the Interlocal Purchasing System (TIPS/TAPS). The price of this system totals $62,009.93. The requested amount is available in Fund 295, PEG Fund (21011295-79400).

I respectfully request that this item be placed on the next possible City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-5076 or via email at tkraemer@friscotexas.gov.

Project History:

This effort began with the intention of simply replacing the existing Shure Conference One dais microphone system. The Conference One has been discontinued by the manufacturer, making replacement parts unavailable.

Several different systems were researched online and evaluated on-site. During the vendor demonstration of the ListenTech system, it was noted that electronic voting was an optional feature available. After discussions with Jenny Page, a decision was made to further evaluate the potential of adding electronic voting to the microphone system, possibly integrating with SIRE.

COMMUNICATIONS & MEDIA
RELATIONS DEPARTMENT

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
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WWW.FRISCOTEXAS.GOV

Conference calls were held and emails exchanged between staff, ListenTech, and SIRE to attempt a hardware (Listentech) and software (SIRE) integration. Initially, SIRE and ListenTech both responded "positively". Both companies are based in the Salt Lake City area. We were hoping to broker a partnership, by encouraging both companies to utilize their areas of expertise, while also filling a technology need for the City. After 6 months, ListenTech was prepared to move forward, while SIRE was not.

After further discussion with Jenny Page regarding using the ListenTech "voting" and SIRE "agenda/minutes" software packages independently, we have decided to proceed with the project, and NOT integrate with SIRE at this time.

In summary, the purchase request consists of:

1. Replacing the dais microphone system. The new microphones will be placed directly in front of each seat, above the PPT display.
2. Adding Electronic Voting capability. A panel with 5 voting buttons will be placed in the small "cubby" to the right of each PPT display.
3. Each PPT display (Except Mayor/Chairman) will be replaced with a 16x9 display. These will display both PPTs and voting tabulation.
4. Voting tabulation will also be displayed on one of the large screens for the public to view.

Digital Resources, Inc.
Providing Media Solutions and Integration Services

PROPOSAL

Quote Number: AAAQ11956
Dated: Jul-10-2012

Prepared for :

City of Frisco
Tom Kraemer
6101 Frisco Square Blvd, 1st Floor
Frisco, TX 75034
United States of America
Phone: (972) 292-5076
Fax:

Submitted by:

rbock@digitalresources.com
Digital Resources, Inc.
2107 Greenbriar Drive, Suite B
Southlake, TX 76092
Phone: 817-481-9300
Fax: 817-488-0595

Standard Terms and Conditions

DIGITAL RESOURCES, INC PROPOSES TO SELL AND DELIVER EQUIPMENT, SOFTWARE AND/OR SERVICES DESCRIBED HEREIN ON THE ATTACHED QUOTE IN ACCORDANCE WITH AND SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF SALE SET FORTH IN THIS PROPOSAL.

CONFIDENTIAL INFORMATION
THE INFORMATION CONTAINED IN THIS PROPOSAL IS CONFIDENTIAL AND MAY BE LEGALLY PRIVELEGED. THE PROPOSAL IS INTENDED SOLELY FOR THE PRIVATE USE OF THE ORGANIZATION LISTED ABOVE. ANY UNAUTHORIZED USE, DISSEMINATION, OR REPRODUCTION IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL. IF ANY UNAUTHORIZED INDIVIDUAL OR ORGANIZATION IS IN POSSESSION OF THIS DOCUMENT, ALL COPIES SHOULD BE IMMEDIATELY DESTROYED

Digital Resources, Inc.
Providing Media Solutions and Integration Services
2107 Greenbriar - Suite B - Southlake, TX 76092
Ph: 817-481-9300 Fx: 817-488-0595 www.digitalresources.com

Proposal

Quote # AAAQ11956
Date 07/10/12
Valid for 30 Days
Sales Rep. Richard Bock
rbock@digitalresources.com

Quote To:

City of Frisco
Tom Kraemer
6101 Frisco Square Blvd, 1st Floor
Frisco, TX 75034
United States of America

(972) 292-5076

tkraemer@FriscoTexas.gov

Ship To:

City of Frisco
Tom Kraemer
6101 Frisco Square Blvd, 1st Floor
Frisco, TX 75034
United States of America

(972) 292-5076
tkraemer@FriscoTexas.gov

Ship Via: Best Way
Payment Terms (with approved credit): NET 15
Delivery Terms: Shipping Point

Digital Resources is a TIPS/TAPS vendor. Our TIPS/TAPS A/V contract # 1012612.

Itm	Qty	MFR	PRT #	Description	Unit Price	Ext. Price
1	1	Listen	CU 6005	DCS 6000 Medium Power Central Control Unit	$2,582.94	$2,582.94
2	1	Listen	CM 6680 F	DCS 6000 Chairman Flush Unit w/5 Voting Buttons, Single Channel Selector for Pluggable Mic	$1,218.75	$1,218.75
3	10	Listen	DM 6680 F	DCS 6000 Delegate Flush Unit w/5 Voting Buttons and Single Channel Selector for Pluggable Mic	$1,096.88	$10,968.80
4	11	Listen	GM 6524	Advanced Pluggable Microphone 19.69 in. (50 cm)	$224.25	$2,466.75
5	1	Listen	FL 6000 3A	DCS 6000 Feature License Voice Activation for 50 Conference Units	$413.56	$413.56
6	1	Listen	FL 6000 4A	DCS 6000 Feature License Voting for 50 Conference Units	$413.56	$413.56
7	1	Listen	SW 6000	DCS 6000 Conference Management Software Startup Package for 1 PC	$1,455.80	$1,455.80
8	8	Listen	SW 6008	DCS 6000 Conference User Application Software	$237.05	$1,896.40
9	1	Listen	SW 6010	DCS 6000 Microphone Control Software	$1,047.31	$1,047.31
10	1	Listen	SW 6012	DCS 6000 Agenda Handling Software	$1,298.75	$1,298.75
11	1	Listen	SW 6018	DCS 6000 Mimic/Synoptic Software	$1,298.75	$1,298.75
12	1	Listen	SW 6020	DCS 6000 Delegate Database Software	$1,455.80	$1,455.80
13	1	Listen	SW 6060	DCS 6000 Parliamentary Voting Control Software	$2,430.80	$2,430.80
14	1	Listen	SW 6070	DCS 6000 Chip Card Registration Software	$1,242.31	$1,242.31
15	1	Listen	SW 6071	DCS 6000 Chip Card Programming Software	$1,611.25	$1,611.25
16	1	Listen	SW 6090	DCS 6000 Conference Display Application Software	$1,212.05	$1,212.05
17	1	Listen			$94.25	$94.25

Itm	Qty	MFR	PRT #	Description	Unit Price	Ext. Price
			EC 6001-50	DCS 6000 Cat-5e STP Cable Assembly164 ft. (50 m)		
18	10	Listen	EC 6001-03	DCS 6000 Cat-5e STP Cable Assembly 9.8 ft. (3 m)	$18.75	$187.50
19	1	Listen	CP 6001	DCS 6000 Chip Card Encoder	$134.06	$134.06
20	16	Listen	CC 6010	DCS 6000 Chip Card Encoder	$26.00	$416.00
21	2	Listen	LA-15	On-Site Support - Listen offers technical assistance or training on all Listen products. A detailed scope of work will be provided before visit and a check off list upon completion. Charges are as follows: $1,250 per day plus expenses (room, meals, transportation, etc.)	$1,250.00	$2,500.00
22				SubTotal		$36,345.39
23	1	Extron	60-832-01	MTPX Plus 1616, 16x16 MTP Twisted Pair Matrix Switcher for RGBHV, Video, Audio, and RS-232 Key Features • Dynamic skew equalization • Local RS-232 insertion ports • Video level and peaking compensation • Switchable video pre-peaking on 50% of the outputs • Local high resolution video inputs and outputs	$13,243.75	$13,243.75
24	2	Extron	60-652-01	MTP T 15HD RS MTP Twisted Pair Transmitter for VGA and RS-232 Key Features • Transmits high resolution video and RS-232 signals over a single CAT 5-type cable • Supports RGBHV, RGBS, RGsB, RsGsBs, component video, S-video, and composite video • Pre-peaking circuit for optimizing video signal on long cable runs	$371.43	$742.86
25	2	Extron	60-690-01	MTP RL 15HD A MTP Twisted Pair Receiver for VGA and Audio Key Features • Receives high resolution video and mono audio signals 600 feet (185 meters) or more over a single CAT 5-type cable • Supports RGBHV, RGBS, RGsB, RsGsBs, component video, S-video, and composite video • Compatible with HDTV component video, bi-level or tri-level sync • Separate variable level and peaking controls • Buffered MTP output for daisy-chaining up to eight receivers • Independent skew compensation adjustments for each color - MTP RL 15HD A SEQ only	$348.57	$697.14

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AGENDA ITEM #31.

Itm	Qty	MFR	PRT #	Description	Unit Price	Ext. Price
26	10	HP	HP LV1911	18.5" Widescreen Computer Monitor	$117.65	$1,176.50
27	2	TVOne	1T-C2-750	Dual PIP DVI-I Scaler with Key, Mix & Seamless Switching. Max DVI 1920x1200, 1080p	$862.33	$1,724.66
28	10	Chief	K1C100B	KONTOUR Dynamic Column Clamp Mount, Single Monitor	$211.71	$2,117.10
29	10	Chief	KRA204	KONTOUR Grommet Accessory - Column Clamp	$32.57	$325.70
30	1	Kramer	VP-5XL	Distribution Amp - 15 VGA	$289.33	$289.33
31				SubTotal		$20,317.04
32	1	DRI	Install	System Installation	$3,975.00	$3,975.00
33	1	DRI		AMX Programming	$875.00	$875.00
34	1	DRI	CC&H	CC&H (Cables, Connectors and Hardware)	$312.50	$312.50
35	1	DRI	Shipping	Shipping	$185.00	$185.00

Itm	Qty	MFR	PRT #	Description	Unit Price	Ext. Price
					SubTotal	$62,009.93
					A 3% Service Charge Will Apply When Using a Credit Card	$0.00
					Sales Tax	$0.00
					Shipping	$0.00
					Total	**$62,009.93**
					30% Deposit	***$18,602.98***
					Balance Total	**$43,406.95**

Unless otherwise stated in the total amount shown, Sales Tax and/or Shipping Charges are not included. Sales tax will be invoiced according to point of delivery, unless a valid tax exemption certificate is provided at the time of order. All shipping and insurance costs will be added to the final invoice.

Scope of Work (SOW) to be provided:

Digital Resources proposes to install the Listen audio system for the Frisco City Council and mount the 18.5" monitors at each of the 10 council positions on articlating arms. DRI will install the 16 x 16 Extron router and perform any AMX programming required (the amount of programming quoted is dependent on DRI being furnished the AMX source code). DRI will also, cable/install all other equipment we provide and assure proper operation and performance.

Customer Comments:

** Target Completion / Delivery Date: _____. This date allows DRI to clearly understand the desired time frame of completing the delivery or work to be performed. DRI will confirm the feasibility of completing the delivery and work as requested.*

Refernce Quote # AAAQ11956 **Client PO#: _____** **Print Name: _____**

30% Deposit Required $18,602.98 **Date: _____** **Authorized Signature: _____**

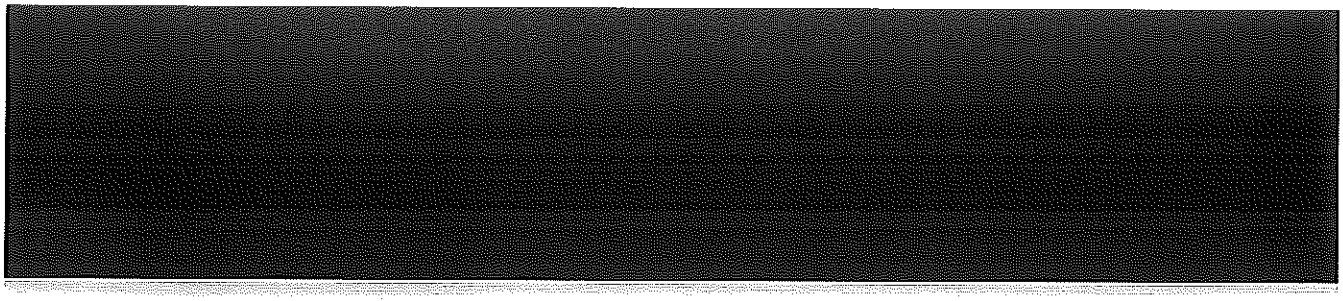
Sign above and complete the information within to authorize Digital Resources to execute this order. By signing, you agree to terms and conditions set forth in this proposal. Partial Shipments will be shipped and invoiced unless noted otherwise. Taxes and Shipping charges will be invoiced separately.

*** Purchase will be taxable according to state/local tax laws for point of delivery.**
YES _____ NO _____ Tax ID # _____ (A Sales tax Exempt Form Must Be On File)

Fax this Signature Page to 817-488-0595
Or Email to: rbock@digitalresources.com

Packet Page -507-

AGENDA ITEM #31.



Printer Friendly Version

Digital Resources, In

Product Search SEARCH

HOME | ABOUT | BIDDERS | MEMBERS

NOT A MEMBER?
BECOME ONE TODAY!

POTENTIAL BIDDERS

Vendor: Digital Resources, Inc.

Serving States: <SPAN class=goog_qs-tidbit-0> OK | TX </SPAN>

Contract Information: Contract Type: Regular Contract Number: 1012612

Contract Expiration Date: 01/26/2013 Commodity: Audio Visual Equipment and Supplies

Service/ Product Description: Digital Resources is the leading provider of equipment and integrated systems of professional sound, video and AV solutions. The company is built around engineers and system designers in providing integrated solutions for new and remodeled facilities. We handle the design, labor, project management, engineering and complete installation.

Website: http://www.digitalresources.com

Vendor Contact(s):

Name: Nanette Cook
Position: Sr. Acct. Executive
Phone: 817-481-9300
Fax : 817-488-0595
Mobile : 817-980-2336
E-Mail: ncook@digitalresources.com

Name: Wendy Bock
Position: CFO
Phone: 817-481-9300
Fax : 817-488-0595
Mobile : 817-229-0865
E-Mail : wbock@digitalresources.com

Purchase Order Requirements:

FAX or MAIL ALL Purchase Orders to:

Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:

Address: 2701 Greenbriar Dr, Ste B
City : Southlake
State: TX
ZIP : 76092

TIPS/TAPS Contact:

Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472

AGENDA ITEM #32.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **July 23, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Motorola for Traffic Signal Radio System Equipment**

Action Requested: City Council approval of a purchase order to Motorola for traffic signal radio system equipment, in the amount of $38,522.

Background Information: Purchase made through an interlocal agreement with the Houston Galveston Area Council (HGAC) for the purpose of purchasing selected items. Staff is requesting the purchase of additional traffic signal radio equipment to be installed on the Hillcrest water tower. This tower was not included in the original system design in 2006-2007 due to previous emergency radio system requirements. With the City's new radio system the tower is now available for this requested use. With increasing traffic, staff is requesting this addition to better serve the community's traffic signal needs.

Board/ Citizen Input: N/A

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

Financial Considerations: Available funds are appropriated in the FY 2012 operating budget.

Legal Review: N/A

Supporting Documents: Department memo, Motorola quote and HGAC contract.

Engineering Services
City of Frisco, Texas

Memorandum

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

cc: **Paul Knippel, P.E., Director of Engineering Services**
Tracy Nichols, Traffic Signal and Lighting Supervisor
Sean Merrell, P.E., Senior Traffic Engineer

From: **Brian Moen, P.E., Assistant Director of Engineering Services**

Date: **July 31, 2012**

Subject: **Traffic Signal Radio Purchase for Hillcrest Water Tower**

This is a request to purchase $38,522 in radio equipment from Motorola Solutions, Inc. via their contract with HGAC (contract number RA05-22). The FY12 general fund budget for the Traffic Signal Control Division contains funds that are programmed for this system upgrade and expansion.

When the traffic signal radio system was designed in 2006 and 2007, the Hillcrest Water Tower was not available for use by the Traffic Signal Control Division because it was the location of the trunk radio system used by Fire and Police. As a result, the traffic signal radio system depends on several repeater locations to cover the southeast portion of the city. This design has been adequate for the past four years, but it has limited expansion of the system in this area. Now that growth has resumed in this area and video coverage of southbound SH 121 and the SRT mainlines is needed, the current design is no longer adequate and improvements are needed. With the completion of the new P25 radio system for Fire, Police and other city services in 2010, the Hillcrest Water Tower is now available for the traffic signal radio system since it is not used for the new P25 radio system.

MOTOROLA SOLUTIONS

1301 Algonquin Road
Schaumburg, IL 60196

Proposal

Customer
Name City of Frisco
Address Traffic Department

Phone Casey Lawson

Date 7/23/2012
Sales Becky Smartt
Engineer Casey Moore

Qty	Model	Description	Unit Price	TOTAL
		CANOPY		
4	5780APMSI	5.7 GHZ OFDM AP INTEGRATED	$ 2,970.75	$ 11,883.00
4	600SSDMSI	SURGE PROTECTOR	$ 25.50	$ 102.00
1	1092AAMSI	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	$ 1,615.00	$ 1,615.00
1	SGKN4427AMSI	US CANADA MEXICO POWER CABLE FG	$ 4.25	$ 4.25
1	SGPN4075MSI	POWER SYSTEM, ASPIRO ,56 VDC, PS	$ 675.75	$ 675.75
1	HK19443A	5.7 GHZ 20 MBPS OFDM SM 25PK	$ 9,243.75	$ 9,243.75
25	600SSDMSI	SURGE PROTECTOR	$ 25.50	$ 637.50
25	ACPSSW-13BMSI	13.6W 29.5V 100-240 50-60 FIXED US	$ 10.20	$ 255.00
		CANOPY Sub Total		$ 24,416.25
		PTP LINK		
1	WB3862AAMSI	PTP 58600 LITE INTEGRATED (FCC/IC)	$ 13,595.75	$ 13,595.75
2	WB2907DMSI	LPU End Kit PTP 600 (2 kits required per Link)	$ 255.00	$ 510.00
		PTP LINK Sub Total		$ 14,105.75
		TOTAL		$ 38,522.00

AGENDA ITEM #33.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **July 23, 2012**

Subject: **Consider and Act Upon Award of Bid #1205-054, Annual Contract for Landscape Maintenance, to Weisz Selection Inc.**

Action Requested: City Council award of bid #1205-054, annual contract for landscape maintenance, to Weisz Selection Inc., in the estimated annual amount of $41,268.

Background Information: Purchasing staff solicited bid #1205-054, annual contract for landscape maintenance. Bids were received on 5/24/12 from Weisz Selection Inc., American Landscape Systems, Inc., Bio Landscape & Maintenance, Greener Pastures Landscape, Inc., and SPSD, Inc. Staff is requesting the ward to the lowest responsible bidder, Weisz Selection Inc., in the estimated annual amount of $41,268. This contract includes 12 City facilities listed within the bid documents and allows the City Parks Department to focus on City parks and athletic fields.

Board/ Citizen Input: N/A

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

Financial Considerations: Available funds are appropriated in the FY 2012 operating budget.

Legal Review: N/A

Supporting Documents: Department memo, request for bid, addendum and bid tabulation.

FRISCO
PROGRESS IN MOTION

Administrative Services Department
City of Frisco, Texas

MEMORANDUM

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

From: **Gerry Burns, Facilities Manager**

Date: **July 19, 2012**

Subject: **Recommendation for award of Landscape Maintenance Contract, Weisz Selection, Inc.**

Purchasing solicited bid#1205-054, annual contract for landscape maintenance services. Bids were received on 5/24/12 from Weisz Selection Inc., American Landscape Systems, Inc., Bio Landscape & Maintenance, Greener Pastures Landscape, Inc., and SPSD, Inc. Staff evaluated the bids and is recommending Weisz Selection, Inc. as the lowest responsible bidder. Services will provide for the maintenance of twelve (12) City Facilities.

Weisz Selection, Inc. submitted the lowest bid at Forty One Thousand, Two Hundred Sixty Eight and ninety/100 Dollars ($41,268.90) annually. A site inspection has been conducted and all references have been verified as being positive.

We recommend awarding the contract for Landscape Maintenance Services to Weisz Selection, Inc.

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1205-054

LANDSCAPE MAINTENANCE SERVICES

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

May 31, 2012 @2:00 PM CST

Question Deadline May 22, 2012 @4:00 PM CST

NO LATE BIDS WILL BE ACCEPTED

CD OR FLASH DRIVE AND AN ORIGINAL AND TWO HARD COPIES REQUIRED

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DOCUMENTS MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO
Tom Johnston, Director of Administrative Services, 6101 Frisco Square Blvd.,
FRISCO, TX 75034

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M., CPPO
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541

CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1205-054

Landscape Maintenance Services

BIDDER MUST SUBMIT A CD OR FLASH DRIVE AND AN ORIGINAL PLUS TWO HARD COPIES OF THE BID TO FACILITATE EVALUATION. IF THE CD OR FLASH DRIVE AND AN ORIGINAL PLUS TWO HARD COPIES OF THE BID ARE NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for Landscape Maintenance Services. It is the Contractor's responsibility to visit and inspect each site prior to submitting their bid.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by May 31, 2012 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. THERE IS A QUESTION DEADLINE OF May 22, 2012 @ 4:00 PM CST. ALL QUESTIONS ARE TO BE EMAILED TO: JSTELLATELLA@FRISCOTEXAS.GOV

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on May 31, 2012 at 2:05 PM.

Write the competitive sealed bid number 1205-054, Landscape Maintenance Services and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit a CD or Flash Drive and an original and two (2) hard copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the CD or Flash Drive and an original and two (2) hard copies may result in the bid being declared unresponsive to specification and may not be further evaluated.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. “Discount from list” bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: A Manager so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are “no arrival, no sale”.

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: Invoices must be submitted by the successful bidder to accountspayable@friscotexas.gov .

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

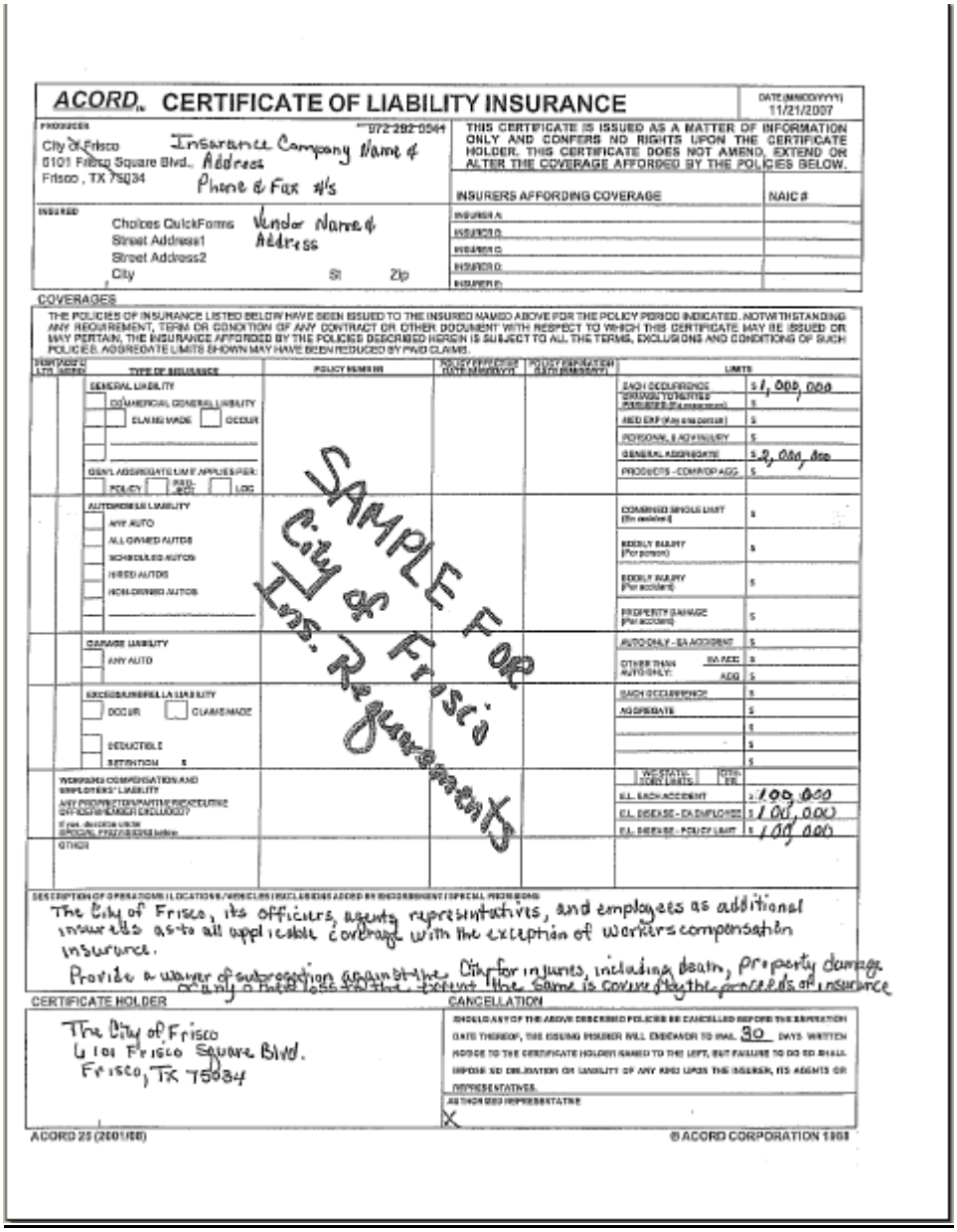
1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change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

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

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate.

	(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars (If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars



ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2007

PRODUCER
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034
972-292-0541
Insurance Company Name &
Address
Phone & Fax #'s

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Choices QuickForms
Street Address1
Street Address2
City St Zip
Vendor Name &
Address

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $2,000,000 PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 100,000 E.L. DISEASE - EA EMPLOYEE $ 100,000 E.L. DISEASE - POLICY LIMIT $ 100,000
	OTHER				

SAMPLE FOR City of Frisco's Ins. Requirements

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.

Provide a waiver of subrogation against the City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of insurance

CERTIFICATE HOLDER

The City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
X

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012.

_____

Signature of Notary Public in and for the State of Texas STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:

_____

If company is a partnership, list the partner's full legal name(s):

_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:

_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1	**Name of person doing business with local governmental entity.**
2	❑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4	**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ❑ Yes ❑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ❑ Yes ❑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ❑ Yes ❑ No

D. Describe each affiliation or business relationship.

6

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
CD OR FLASH DRIVE AND AN ORIGINAL AND TWO (2) HARD COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

City of Frisco
Bid Number 1205-054
Landscape Maintenance Services Specifications

The City of Frisco is accepting competitive sealed bids to establish an annual contract for landscape maintenance services for the Public Works Facility, 11300 Research Road, Police Headquarters & Detention, 7200 Stonebrook Parkway, Frisco Athletic Center, 5828 Nancy Jane Lane and the Wade Plaza Retention Pond adjacent to the Frisco Athletic Center, Central Fire Station/Safety Town, 8601 Gary Burns Drive, Fire Fleet, 8860 Tomlin, Frisco Fire Station #2, 3711 Ohio Drive, Frisco Fire Station #3, 5449 Warren Parkway, Frisco Fire Station #4, 4485 Cotton Gin, Frisco Fire Station #5, 14300 Eldorado Parkway, Frisco Fire Station #6, 3535 Eldorado Parkway and Frisco Fire Station #7, 330 W. Stonebrook Parkway. The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice. The bid will be awarded to the **LOWEST RESPONSIVE, RESPONSIBLE BIDDER** meeting specifications. The quantities are approximate, estimated annual quantities only. The contract will be awarded to one vendor only. The contract will not be split.

1. General Information

It is the intent of these specifications to describe the requirements for landscape maintenance services for the City of Frisco. The Contractor will supply all necessary materials, equipment, labor and supervision. The Contractor may not sell, sublet, or otherwise assign any part of its responsibilities to others without written consent of the City of Frisco. It is the Contractor's responsibility to visit and inspect each site prior to submitting their bid. The City intends to award this contract to one contractor. **This bid will not be split.**

2. Qualifications/Requirements for Contractors Bidding

The Department attaches great importance to the ability of the Contractor to complete the work as specified. This concern does not demonstrate a lack of trust in the Contractor, but rather an acknowledgment of the Department's obligation to the citizens of the City. In order that this obligation is fulfilled, the requirements listed in items 1-3 in this section must be met.

Contractors who bid must submit a completed Contractors Information Report. The report must demonstrate the following:

1. A minimum of three (3) years verifiable experience on projects of similar size and type and a minimum of three (3) qualified Client's names, addresses, contact names and telephone numbers.

2. Contractor must supply an itemized listing of all equipment to be used in the execution of this contract including, but not limited to: mowers, trimming/edging equipment, transport vehicles, and trailers. If the Contractor plans to lease or purchase any or all equipment, it shall provide evidence satisfactory to the City that includes the name, address, and telephone number of the company where the equipment is to be leased/purchased.

   A statement from the company that the Contractor qualifies for leasing/purchasing of the equipment specified. An on-site inspection may be required as part of the bid process. The equipment shall be kept in good operating condition at all times.

3. Satisfactory evidence that the Contractor has adequate experienced personnel, proper facilities, and adequate work plan to complete the work as specified.

4. During term of agreement, Contractor must provide the Facilities Manager a working telephone number and address. The telephone number must be answered on work days, Monday – Friday, 8:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided. The Contractor must provide a contact representative and alternate contact and their cell phone numbers.

5. Unless otherwise approved by the Facilities Manager or his designated representative, all work at all sites shall be completed on the same day or on consecutive working days. Weather/growth conditions may cause the cancellation of landscape maintenance services. The Facilities Manager or his designated representative has the sole decision over whether the weather/soil/turf conditions are appropriate for landscape maintenance services. Failure of the Contractor to abide with the Facilities Manager or his designated representative's decision can result in termination of the contract. Contractor **shall not** begin a cycle without approval from the Facilities Manager or his designated representative. All questions or concerns are to be directed to the Facilities Manager or his designated representative.

6. Additional work requested by the City or suggested by the Contractor beyond the scope of work described in these specifications shall be contracted separately with the Contractor for a negotiated amount.

7. The Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Frisco, and shall control its operation at each work site and be solely responsible for the acts or omissions of its employees.

8. The Contractor and its employees will be courteous to the Public and City personnel at all times while at the work sites. Conflicts or potential conflicts between required work and the public or intended use of a location should be formally documented to the Facilities Manager and building representative or his designated representative within 24 hours if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing within 24 hours.

9. The Contractor's employees shall report to work in clean uniforms, including shirt and pants. The Contractor Company name shall be displayed on the employee's shirts. Employees shall wear shirts at all times.

10. The Contractor's employees will not carry fire arms, consume/possess alcohol or use/possess any illegal drugs, or be under the influence of such while on city property. Employees violating these requirements shall immediately be removed from the work site.

11. Failure on the part of the Contractor to complete landscape maintenance services within the specified time period, or if the Contractor does not meet the contract specifications, may result in the contractor being assessed **ONE HUNDRED DOLLARS ($100.00)** per day as liquidated damages for incomplete work until all work is completed.

12. The Contractor will be responsible for any damage done to plant materials or other property during landscape maintenance services operations.

13. The Contractor shall invoice monthly for all work performed during the calendar month. Invoices should be emailed to accountspayable@friscotexas.gov .

14. All contractor employees and equipment shall have the proper safety equipment devices, which include but are not limited to hearing and eye protection, and orange safety vests. All vehicles utilized under this contract will be clean, free of mud, dirt, and grime, without noticeable rust spots and faded paint, serviceable, and shall comply with safety standards required by OSHA and the State of Texas. All vehicles used by the Contractor will be identified with company name or logo conspicuously displayed on door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification. All vehicles operating from a public road shall have a rotating amber caution light mounted on the top of the vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with all applicable state and federal laws.

Unit Cost

The unit cost for evaluation purposes shall be the total cost to maintain and complete all tasks associated with one mowing cycle for the Public Works Facility, 11300 Research Road, Police Headquarters & Detention, 7200 Stonebrook Parkway, Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco Athletic Center, 5828 Nancy Jane Lane and the Wade Plaza Retention Pond adjacent to the Frisco Athletic Center, Central Fire Station/Safety Town, 8601 Gary Burns Drive, Fire Fleet, 8860 Tomlin, Frisco Fire Station #2, 3711 Ohio Drive, Frisco Fire Station #3, 5449 Warren Parkway, Frisco Fire Station #4, 4485 Cotton Gin, Frisco Fire Station #5, 14300 Eldorado Parkway, Frisco Fire Station #6, 3535 Eldorado Parkway and Frisco Fire Station #7, 330 W. Stonebrook Parkway, Frisco, Texas.

Increases/Decreases of Acreage and/or Cycles

Dependent upon funding and/or growth conditions, the City may elect to increase/decrease the area/number of cycles. Any increases/decreases will be calculated at the unit cost.

Insurance

Upon award of the bid, the Contractor must supply proof of general liability and workers compensation insurance that meets the City's insurance requirements. See Pages 11, 12, & 13 for the City's insurance requirements.

Cancellation of Agreement

Parties agree that the City may cancel this agreement by providing thirty (30) days written notice to the Contractor.

Specifications

General Specifications

The **mowing season** is April through November.

All work shall be performed Monday through Friday only. Work will not be allowed on Saturday or Sunday without prior permission from the Facilities Manager or his designated representative.

Maintenance Specifications

Locations

Upon award of this contract, the contractor will perform landscape services weekly during the mowing season (April through November) at the following locations:

Central Fire Station/Safety Town, 8601 Gary Burns Drive, Frisco, TX 75034
Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco, TX 75035 & the
Wade Plaza Retention Pond, adjacent Frisco Athletic Center
Fire Fleet Maintenance Facility, 8860 Tomlin Drive, Frisco, TX 75034
Fire Station 2, 3711 Ohio Drive, Frisco, TX 75035
Fire Station 3, 5449 Warren Parkway, Frisco, TX 75034
Fire Station 4, 4485 Cotton Gin Road, Frisco, TX 75034
Fire Station 5, 14300 Eldorado Parkway, Frisco, TX 75035
Fire Station 6, 3535 Eldorado Parkway, Frisco, TX 75033
Fire Station 7, 330 W. Stonebrook Parkway, Frisco, TX 75034
Police Headquarters and Detention Facility, 7200 Stonebrook Parkway, Frisco, TX 75034
Public Works, 11300 Research Road, Frisco, TX 75034

Inspection – The areas maintained at each facility will be inspected upon completion of each Landscape maintenance service cycle. The contractor must correct any deficiencies found within 24 hours. Failure to do so may result in termination of the contract.

Mowing Height – Bermuda is to be maintained at a height of 1.5 inches. Buffalo grasses are to be maintained at a height of 3 inches to 4 inches.

Mowing Frequency – The estimated frequency between mowing and other maintenance is to be based on the types of grasses being mowed, as noted below. The City reserves the right to increase or reduce the number of mowings, and the contractor will bill the City on a per-mowing basis.

Estimated Number of Annual Mowings:

Grass types:
Buffalo - 9
Bermuda - 34

Chemicals & Fertilizers – Chemicals and fertilizers shall be applied as necessary for proper landscape and pest and weed control. All chemicals and fertilizers are subject to approval of the Facilities Manager or his designated representative. The Facilities Manager shall be notified of any application prior to the application. An application schedule should be included with the Contractor's bid. The City requires the Contractor to use 1 pound per thousand square feet of nitrogen when applying fertilizer to Bermuda grass. The City anticipates three applications per year (Spring, Summer, and Fall). Lawns are to remain green and free of pests and weeds. All chemical and fertilizer applications must be made by a licensed applicator (TDA or SPCB). Copies of the license and a listing of the license numbers must be submitted with the bid proposal.

Edging – All curbs and sidewalks shall be edged with every mowing cycle.

Trimming – All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material. Trimming shall be completed concurrently with mowing on every cycle.

Planter Bed Maintenance – The contractor shall remove all weeds from ground cover/shrub beds each mowing cycle. There will be no annual flower beds to be planted or maintained. For the purposes of this contract, a weed shall be considered "any undesirable or misplaced plant." The frequency for planter bed maintenance shall be every mowing cycle.

Trimming - Trimming of shrubs will be on an "as needed" basis but will not exceed twice per season. The need for shrub trimming will be determined by the Facilities Manager or his designated representative.

Litter – The contractor shall be responsible for removing and disposing of any and all trash or debris, such as paper, cans, bottles, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks and other paved areas.

Tree Pruning – The contractor shall be responsible for minor tree pruning. Minor tree pruning shall mean removing sucker growth. The contractor shall contact the Facilities Manager or his designated representative for pruning low-hanging or broken/damaged limbs. The frequency shall be every mowing cycle.

Mowed Area – All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface such as streets, curbs and gutters, sidewalks, parking areas, apparatus aprons, or any adjoining property.

Damage to Trees – Trees/shrubs in the contract area may be checked before contract work begins. Contractor shall be responsible for damage to a tree which is the result of Contractor's actions. A check of all trees may be made at the end of the contract period. The inspection shall be attended by the Contractor and the Facilities Manager or his designated representative.

Damages shall be assessed as follows: $75 for any slight damage to trees, i.e. damage that may heal; $150 for badly damaged trees, which in the opinion of the City or its representative, may eventually contribute to the death of the tree. Damages as prescribed herein shall be deducted from payments otherwise due to the Contractor.

Maintenance of Paved Areas – The Contractor shall maintain all paved areas, keeping them free of grass and weeds, by periodic spraying with non-selective herbicides. Herbicide must be pre-approved by the Facilities Manager or his designated representative and applied on an "as needed basis" as determined by the Facilities Manager or his designated representative to maintain paved areas free of grass and weeds.

Machinery and Equipment

Contractors must supply a list of all equipment available for use on this contract. Being available means that the equipment is owned or under the control of the bidder submitting this proposal.

Number of Units	Type of Equipment

CITY OF FRISCO PURCHASING DIVISION
BID FORM
Bid #1205-054
Landscape Maintenance Services

	Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
	Mowing Bermuda	34										N/A	N/A			
	Buffalo Grass	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A		
	Edging	34														
	Trimming	34														
5	Pre-Emergent Herbicide	1														
6	Post-Emergent Herbicide, Broadleaf	1														
7	Post-Emergent Herbicide, Grassy Weeds	1														
8	Turf Fertilizer	3														

Packet Page -545-

AGENDA ITEM #33.

	Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
9	Planter Bed Fertilizer	3												N/A		
10	Pest Control	As needed														
11	Spot Weed Control	As needed														
12	Planter Bed Maintenance	34												N/A		
13	Litter Removal	34														
4	Tree Pruning	As needed														
5	Shrub Trimming	As Needed														
													Totals			

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

Telephone Number: _____ Fax:_____

E-mail address: _____

By: _____(print name) Cash Discount Terms:_____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

May 22, 2012

Addendum #1
BID #1205-054
Landscape Maintenance Services
Questions and Answers:

1. Item #28 Bid Security/Bond Requirements – What are the bonding requirements for these services? ***Answer: None***

2. Are there site maps available? ***Answer: No***

3. Who handles irrigation checks? ***Answer: Irrigations systems inspections and maintenance are maintained by the City Staff.***

4. Who is responsible for maintaining the inside garden area at the Public Works Building on Research Road? ***Answer: The garden is maintained by the City.***

5. Is there a certain day or time, because of the pool, that we would need to maintain the Frisco Athletic Center? ***Answer: Yes, during the summer, mowing should be completed on Fridays, before noon.***

6. Will this be awarded to a small business/MWBE only? ***Answer: No***

7. Are sub contractors allowed? ***Answer: No.***

8. Who has the contract currently: ***Answer: American Landscape Systems.***

9. What was their bid total: ***Answer: $40,596.78***

10. On the two properties requiring buffalo grass to be mowed only 9 times per contract, can you clarify if you wish the edging and weed-eating to be only 9 times as well, or do you require the edging and weed-eating to be 34 times? ***Answer: Edging and weed-eating should be done at the time of each mowing, whichever schedule that is.***

11. Does the City have a dump site for limbs & leaves or is the contractor responsible for disposal? ***Answer: The Contractor is responsible for disposal.***

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.
Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.
Sincerely,

Jean Stellatella, CPIM, CPPB
Buyer
City of Frisco

CITY OF FRISCO PURCHASING DIVISION

BID FORM

Bid #1205-054

Landscape Maintenance Services

Weisz Selection, Inc. Jason Weisz
8662 CR 133 972-838-4205
Celina, TX 75009 214-882-1419

Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
Bermuda	34	$30.00	$25.00	$25.00	$25.00	$30.00	$25.00	$25.00	$25.00	$200.00	N/A	N/A	$100.00	$510.00	$17,340.00
Buffalo Grass	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$200.00	$200.00	N/A	$400.00	$3,600.00
Edging	34	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$96.00	$3,264.00
Trimming	34	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00	$96.00	$3,264.00
Pre-Emergent Herbicide	1	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$250.00	$50.00	$250.00	$250.00	$1,200.00	$1,200.00
Post-Emergent Herbicide, Broadleaf	1	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$86.67	$60.00	$86.67	$86.67	$800.01	$800.01
Post-Emergent Herbicide, Grassy Weeds	1	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$86.67	$60.00	$86.67	$86.67	$800.01	$800.01
Turf Fertilizer	3	$32.44	$32.44	$32.44	$32.44	$32.44	$32.44	$32.44	$32.44	$96.00	$32.44	$96.00	$96.00	$579.96	$1,739.88
Planter Bed Fertilizer	3	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	N/A	$110.00	$330.00
Pest Control	As needed	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$600.00	$600.00
Spot Weed Control	As needed	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00	$420.00	$420.00
Planter Bed Maintenance	34	$6.50	$6.50	$6.50	$6.50	$6.50	$6.50	$6.50	$6.50	$6.50	$6.50	$6.50	N/A	$71.50	$2,431.00
Litter Removal	34	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$120.00	$4,080.00
Tree Pruning	As needed	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$250.00	$50.00	$250.00	$50.00	$1,000.00	$1,000.00
Shrub Trimming	As Needed	$25.00	$5.00	$31.00	$31.00	$31.00	$31.00	$31.00	$5.00	$100.00	$5.00	$100.00	$5.00	$400.00	$400.00
												TOTALS		$7,203.48	$41,268.90

CITY OF FRISCO PURCHASING DIVISION

BID FORM

Bid #1205-054

Landscape Maintenance Services

American Landscape Systems, Inc.
1780 Midway Road
Lewisville, TX 75056

Joseph Angelone
469-521-2200

Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
Mowing Bermuda	34	$120.00	$60.00	$60.00	$55.00	$80.00	$55.00	$60.00	$55.00	$135.00	N/A	N/A	$125.00	$805.00	$27,370.00
Buffalo Grass	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$300.00	$300.00	N/A	$600.00	$5,400.00
Edging	34	$20.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$10.00	$180.00	$6,120.00
Trimming	34	$20.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$20.00	$190.00	$6,460.00
Pre-Emergent Herbicide	1	$90.00	$45.00	$45.00	$45.00	$120.00	$45.00	$75.00	$45.00	$120.00	$225.00	$225.00	$180.00	$1,260.00	$1,260.00
Post-Emergent Herbicide, Broadleaf	1	$90.00	$45.00	$45.00	$45.00	$120.00	$45.00	$75.00	$45.00	$120.00	$240.00	$240.00	$180.00	$1,290.00	$1,290.00
Post-Emergent Herbicide, Grassy Weeds	1	$90.00	$45.00	$45.00	$45.00	$120.00	$45.00	$75.00	$45.00	$120.00	$240.00	$240.00	$180.00	$1,290.00	$1,290.00
Turf Fertilizer	3	$35.00	$15.00	$15.00	$15.00	$30.00	$15.00	$25.00	$15.00	$35.00	$80.00	$80.00	$65.00	$425.00	$1,275.00
Planter Bed Fertilizer	3	$25.00	$10.00	$10.00	$10.00	$15.00	$10.00	$10.00	$10.00	$25.00	$25.00	$30.00	N/A	$180.00	$540.00
Pest Control	As needed	$90.00	$35.00	$35.00	$35.00	$90.00	$35.00	$35.00	$35.00	$90.00	$120.00	$120.00	$150.00	$870.00	$870.00
Spot Weed Control	As needed	$45.00	$30.00	$30.00	$30.00	$45.00	$45.00	$30.00	$30.00	$45.00	$75.00	$75.00	$90.00	$570.00	$570.00
Planter Bed Maintenance	34	$20.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$20.00	N/A	$130.00	$4,420.00
Litter Removal	34	$15.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$15.00	$15.00	$15.00	$15.00	$145.00	$4,930.00
Tree Pruning	As needed	$150.00	$110.00	$110.00	$110.00	$70.00	$70.00	$110.00	$110.00	$150.00	$150.00	$180.00	$110.00	$1,430.00	$1,430.00
Shrub Trimming	As Needed	$50.00	$50.00	$50.00	$50.00	$50.00	$25.00	$40.00	$50.00	$50.00	$50.00	$50.00	$0.00	$515.00	$515.00
												TOTALS		$9,880.00	$63,740.00

CITY OF FRISCO PURCHASING DIVISION

BID FORM

Bid #1205-054

Landscape Maintenance Services

Bio Landscape & Maintenanc
8201 Scyene
Dallas, TX 75227

Tim Viehmann
214-388-8888
tviehmann@biolandscape.com

Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
Mowing Bermuda	34	$158.00	$56.00	$56.00	$56.00	$85.00	$100.00	$85.00	$85.00	$200.00	N/A	N/A	$200.00	$1,081.00	$36,754.00
Buffalo Grass	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$200.00	$250.00	N/A	$450.00	$4,050.00
Edging	34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Trimming	34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Pre-Emergent Herbicide	1	$170.00	$80.00	$43.00	$36.00	$80.00	$75.00	$75.00	$75.00	$335.00	$1,025.00	$345.00	$550.00	$2,889.00	$2,889.00
Post-Emergent Herbicide, Broadleaf	1	$85.00	$40.00	$43.00	$36.00	$40.00	$40.00	$40.00	$40.00	$167.00	$510.00	$175.00	$275.00	$1,491.00	$1,491.00
Post-Emergent Herbicide, Grassy Weeds	1	$85.00	$40.00	$43.00	$36.00	$40.00	$40.00	$40.00	$40.00	$167.00	$510.00	$175.00	$275.00	$1,491.00	$1,491.00
Turf Fertilizer	3	$170.00	$80.00	$43.00	$36.00	$80.00	$75.00	$75.00	$75.00	$335.00	$1,025.00	$345.00	$550.00	$2,889.00	$8,667.00
Planter Bed Fertilizer	3	$33.00	$6.00	$4.00	$3.00	$10.00	$10.00	$8.00	$20.00	$50.00	$30.00	$20.00	N/A	$194.00	$582.00
Pest Control	As needed	$30.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$30.00	$30.00	$50.00	$30.00	$275.00	$275.00
Spot Weed Control	As needed	$40.00	$40.00	$40.00	$40.00	$20.00	$20.00	$20.00	$20.00	$140.00	$140.00	$40.00	$0.00	$560.00	$560.00
Planter Bed Maintenance	34	$31.00	$9.00	$9.00	$8.00	$18.00	$22.00	$12.00	$10.00	$40.00	$32.00	$40.00	N/A	$231.00	$7,854.00
Litter Removal	34	$16.00	$4.00	$4.00	$4.00	$9.00	$11.00	$6.00	$5.00	$20.00	$16.00	$20.00	$9.00	$124.00	$4,216.00
Tree Pruning	As needed	$100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	$100.00	$100.00	$0.00	$350.00	$350.00
Shrub Trimming	As Needed	$208.00	$60.00	$64.00	$54.00	$122.00	$78.00	$78.00	$78.00	$234.00	$96.00	$134.00	$0.00	$1,206.00	$1,206.00
												TOTALS		$13,231.00	$70,385.00

CITY OF FRISCO PURCHASING DIVISION

BID FORM

Bid #1205-054

Landscape Maintenance Services

Greener Pastures Landscape, Inc
2550 Manana Dr
Dallas, TX 75220

Audrey Brown- President
214-634-0806
audreyb@greenerpasturesdfw.com

Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
Mowing Bermuda	34	$100.83	$79.17	$79.17	$100.28	$84.44	$68.61	$110.83	$200.56	$327.22	N/A	N/A	$248.06	$1,399.17	$47,571.78
Buffalo Grass	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$380.00	$269.17	N/A	$649.17	$5,842.53
Edging	34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Trimming	34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Pre-Emergent Herbicide	1	$105.63	$77.41	$75.83	$122.06	$114.77	$97.26	$166.23	$296.04	$430.32	$508.25	$407.39	$534.37	$2,935.56	$2,935.56
Post-Emergent Herbicide, Broadleaf	1	$66.34	$51.61	$44.44	$73.22	$68.37	$60.76	$104.71	$189.21	$270.58	$322.54	$259.37	$200.53	$1,711.68	$1,711.68
Post-Emergent Herbicide, Grassy Weeds	1	$66.34	$51.61	$44.44	$73.22	$68.37	$60.76	$104.71	$189.21	$270.58	$322.54	$259.37	$200.53	$1,711.68	$1,711.68
Turf Fertilizer	3	$72.46	$51.61	$50.56	$85.45	$74.48	$66.88	$116.93	$207.54	$301.14	$359.21	$289.93	$376.62	$2,052.81	$6,158.43
Planter Bed Fertilizer	3	$52.87	$8.65	$19.56	$20.08	$9.89	$48.33	$28.58	$21.33	$91.28	$204.32	$103.47	N/A	$608.36	$1,825.08
Pest Control	As needed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Spot Weed Control	As needed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Planter Bed Maintenance	34	$26.39	$5.28	$5.28	$10.56	$5.28	$15.83	$10.56	$10.56	$36.94	$79.17	$42.22	N/A	$248.07	$8,434.38
Litter Removal	34	$5.28	$5.28	$5.28	$5.28	$5.28	$5.28	$5.28	$10.56	$15.83	$26.39	$15.83	$21.11	$126.68	$4,307.12
Tree Pruning	As needed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Shrub Trimming	As Needed	$279.73	$26.39	$68.61	$68.61	$42.22	$200.56	$100.78	$174.17	$475.00	$1,219.17	$612.22	$0.00	$3,267.46	$3,267.46
												TOTALS		$14,710.64	$83,765.70

CITY OF FRISCO PURCHASING DIVISION

BID FORM

Bid #1205-054

Landscape Maintenance Services

SPSD, INC
1108 107TH STREET
Arlington, TX 76011

Jennie Mocek
817-640-7962
jmocek@spsd.com

Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
Mowing Bermuda	34	$232.13	$72.06	$42.13	$42.13	$131.91	$101.98	$101.98	$101.98	$251.61	N/A	N/A	$232.13	$1,310.04	$44,541.36
Buffalo Grass	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$251.61	$311.46	N/A	$563.07	$5,067.63
Edging	34	$80.74	$30.34	$17.74	$17.74	$55.54	$42.94	$42.94	$42.94	$105.94	$105.94	$131.14	$80.74	$754.68	$25,659.12
Trimming	34	$60.56	$22.76	$13.31	$13.31	$41.66	$32.21	$32.21	$32.21	$79.46	$79.46	$98.36	$60.56	$566.07	$19,246.38
Pre-Emergent Herbicide	1	$31.35	$34.82	$11.83	$22.00	$169.21	$103.68	$12.38	$25.58	$379.09	$652.44	$294.11	$639.95	$2,376.44	$2,376.44
Post-Emergent Herbicide, Broadleaf	1	$25.20	$25.20	$6.30	$18.90	$25.20	$25.20	$6.30	$12.60	$37.80	$50.40	$37.80	$50.40	$321.30	$321.30
Post-Emergent Herbicide, Grassy Weeds	1	$25.20	$25.20	$6.30	$18.90	$25.20	$25.20	$6.30	$12.60	$37.80	$50.40	$37.80	$50.40	$321.30	$321.30
Turf Fertilizer	3	$25.08	$28.49	$9.46	$17.60	$135.36	$82.94	$9.90	$47.57	$303.27	$521.26	$235.29	$639.95	$2,056.17	$6,168.51
Planter Bed Fertilizer	3	$18.81	$20.87	$7.10	$13.20	$101.56	$62.21	$7.43	$15.35	$227.45	$391.96	$176.47	N/A	$1,042.41	$3,127.23
Pest Control	As needed	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$900.00	$900.00
Spot Weed Control	As needed	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$900.00	$900.00
Planter Bed Maintenance	34	$40.37	$15.17	$8.87	$8.87	$27.77	$21.47	$21.47	$21.47	$52.97	$14.02	$17.36	N/A	$249.81	$8,493.54
Litter Removal	34	$30.28	$11.38	$6.65	$6.65	$20.83	$16.10	$16.10	$16.10	$39.73	$10.52	$13.02	$30.28	$217.64	$7,399.76
Tree Pruning	As needed	$251.97	$167.98	$167.98	$167.98	$302.37	$369.56	$167.98	$218.38	$2,855.71	$1,360.66	$1,327.07	$503.95	$7,861.59	$7,861.59
Shrub Trimming	As Needed	$50.40	$50.40	$50.40	$50.40	$75.60	$50.40	$50.40	$63.00	$176.40	$201.60	$302.40	N/A	$1,121.40	$1,121.40
												TOTALS		$20,561.92	$133,505.56



CITY OF FRISCO PURCHASING DIVISION
BID FORM
Bid #1205-054
Landscape Maintenance Services

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE THE DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

AGENDA ITEM #34.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **January 10, 2012**

Subject: **Consider and Act Upon Approval of Purchase Order to Flair Data Systems for the Purchase of an Uninterrupted Power Supply System**

Action Requested: City Council approval of purchase order to Flair Data Systems for the purchase of an uninterrupted power supply system, in the amount of $29,275.

Background Information: The City of Frisco has an Interlocal Agreement with the State of Texas Department of Information Resources (DIR) for the purpose of purchasing selected items. The City IT Department is requesting the purchase of an uninterrupted power supply system (UPS) to be used as a redundant backup power source for the City Hall server room. As part of this project City staff will also hire the services of contracted electricians to install a dedicated electrical circuit for this UPS, increasing to the effectiveness of this redundancy. The approval of this secondary purchase order is below Council level of approval and will be approved administratively.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through the IT operational budget.

Legal Review: N/A

Supporting Documents: Department memo, Flair Data Services quote and DIR contract.

Information Technology
City of Frisco, Texas

Memorandum

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

cc: **Curt Balogh, Director of IT**

From: **Steve Leblond, MIS/Computer Manager, IT**

Date: **July 10, 2012**

Subject: **Purchase UPS for City Hall Server Room**

Action Requested: The Information Technology Department is requesting to purchase a UPS for the City Hall Server Room for our secondary electrical circuit.

Background Information: Based on a need to provide a redundant power source for the City Hall Server Room, the Information Technology Department recommends adding a UPS to be on this secondary electrical circuit to help maintain uptime in the event of a power loss till the generator comes on. This was a budgeted item for FY 2012.

Karen Fairchild
Flair Data Systems
214-452-4108
214-507-8522
214.373.4188 fax
kfairchild@flairdata.com

Price Quotation

Date: July 23, 2012
To: Tim Yarbrough
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

Quote Number COF040812-APC

DIR-SDD-1478

APC Symmetra for Data Center

Valid For:	30 Days
Warranty:	90 Days/SmartNet
Shipping:	none
Tax:	Tax Exempt

Total:	**$27,770.05**
Shipping:	**$1,504.85**
Sales Tax:	**$0.00**
Grand Total:	**$29,274.90**

DESCRIPTION:

Qty	Product	Description	Price	Disc.	Extended
1	SY20K40F	Symmetra PX 20kW Scalable to 40kW N+1, 208V	$ 36,510.00	39.75%	$ 21,274.85
1	SYPM10KF	Symmetra PX 10kW Power Module, 208V	$ 6,225.00	38.75%	$ 3,704.72
1	WASSEMUPS5X8-PX-21	Scheduled 5x8 Assembly Service for Symmetra PX 40 kW UPS and/or PDU	$ 1,460.00	40.00%	$ 888.33
1	SBP40KFC1M1	APC 40KW 208V 1 MOD. 1 MAIN SERV. BYPASS PANEL	$ 3,255.00	38.75%	$ 1,902.15

DIR Contract No. DIR-SDD-1478

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Flair Data Systems, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Flair Data Systems, Inc. (hereinafter "Vendor"), with its principal place of business at 2805 N. Dallas Parkway, St. 240, Plano, Texas 75093.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-153, on December 18, 2009, for Data Communications & Telecommunications Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-153 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Equipment and Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-153, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-153, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those services specifically related to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C. Customer Discount includes the DIR administrative Fee specified in Section 5.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = MSRP – Customer Discount

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one and one quarter percent (1.25%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $1,250.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon

written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:
Karen Fairchild
Flair Data Systems, Inc.
2805 N. Dallas Parkway
Plano, TX 75093
Phone: (214) 445-3508
Facsimile: (214) 373-4188
Email: kfairchild@flairdata.com

7. Software License and Service Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher."**

C. Service Agreement

Services provided under this Contract shall be in accordance with the Equipment and Services Agreement as set forth in Appendix D of this Contract. No changes to the

Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

8. Intellectual Property Matters

A. Definitions

1." Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work

Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the

execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.
Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.
Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.
To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.
Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.
Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any

means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

(Intentionally left blank)

DIR Contract No. DIR-SDD-1478

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Flair Data Systems, Inc.

Authorized By: __Signature on File____

Name: _Karen D. Fairchild_____

Title: ___Sr. Account Manager_____

Date*:* ___9/1/10_____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _Signature on File_____

Name: Cindy Reed_____

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: ___9/2/10_____

Legal: _cjk 9/2/10_____

AGENDA ITEM #35.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

To: Honorable Mayor and City Council

From: John Webb, AICP, Zoning & Subdivision Administrator *JW*

XC: George Purefoy, City Manager
John Lettelleir, AICP, Director of Development Services

Date: July 25, 2012

Subject: Planning & Zoning Commission Site Plan and Plat Approvals

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In accordance with the Zoning and Subdivision Ordinances, the City Council may appeal the decision of the Planning & Zoning Commission regarding their action taken on any site plan or plat by submitting a written notice of appeal to Development Services. A favorable motion of four members of the City Council is required to appeal the decision of the Planning & Zoning Commission and to direct staff to submit a written notice of appeal on behalf of the City Council.

Following are the memos detailing the preliminary site plans, site plans, preliminary plats, final plats, replats, conveyance plats, and/or amended plats approved by the Planning & Zoning Commission at their July 24, 2012 meeting. Commissioner Russell was absent due to an out-of-town committment.

DEVELOPMENT SERVICES

CITY OF FRISCO

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WWW.FRISCOTEXAS.GOV

July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Site Plan : AT&T Addition, Block A, Lot 1R (SPRP12-0008)
Owner(s): Frisco-Coit, LP.

Description:
A self storage facility on one lot on 4.7± acres on the north side of Eldorado Parkway, 1,000± feet west of Coit Road. Zoned Planned Development-88-Retail-Office-1. Neighborhood #8. JE

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of Landscape Plans.
2. Staff approval of a Façade Plan.
3. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Site Plan will expire on 06-25-2014.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Revised Site Plan: Frisco High School, Block A, Lot 1 (SPRP12-0007)
Owner(s): Frisco Independent School District

Description:
A public high school on one lot on 43.1± acres on the southwest corner of Stonebrook Parkway & Parkwood Boulevard. Zoned Planned Development-105-Residential Estate and Planned Development-114-Commercial-1. Neighborhood #23. SM

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of Landscape Plans.
2. Additions and/or alterations resulting from Engineering Services' review of construction plans.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Revised Site Plan: Frisco Bible Church, Block A, Lot 1 (SP12-0010)
Owner(s): Frisco Bible Church

Description:
A church and two temporary portable buildings on one lot on 12.4± acres on the north side of Sanctuary Drive, 350± feet west of Rogers Road. Zoned Agricultural with a Specific Use Permit (S-52) for a Church. Neighborhood #10. RC

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval as submitted for a period not to exceed three (3) years.

This Revised Site Plan will expire on 06-25-2014.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Preliminary Site Plan and Conveyance Plat: Frisco Aquatics Center, Block A, Lots 1-3 (PSPCP12-0010)
Owner(s): Legacy Platinum Partners, LP.

Description:
An aquatics center on two lots on 13.2± acres on the west side of Legacy Drive, 1,000± feet south of Main Street. Zoned Industrial. Neighborhood #41. JE

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was approved subject to

Preliminary Site Plan

1. Planning & Zoning Commission approval of a parking ration of one space per 5.5 patrons of the facility at full capacity.
2. Staff approval of the preliminary façade plan.

Conveyance Plat:
As submitted.

This Preliminary Site Plan will expire on 06-25-2014.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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DEVELOPMENT SERVICES

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WWW.FRISCOTEXAS.GOV

July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Preliminary Site Plan & Conveyance Plat: Paramount Frisco - Lots 2R1 & 2R2, Block A, Lebanon South Addition (PSPCP12-0009)
Owner(s): Lebanon Road Real Estate, LLC

Description:
A Nursing/Convalescent Home and an Assisted Living Facility on two lots on 4.9± acres on the south side of Lebanon Road, 1,700± feet west of Coit Road. Zoned Highway. Requested Zoning SUP for a Nursing/Convalescent Home and Assisted Living Facility (Companion Item to SUP12-0016). Neighborhood #28. MW

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

Preliminary Site Plan:

1. Staff approval of the preliminary façade plan.
2. City Council adoption of an Ordinance approving a Specific Use Permit for a Nursing/Convalescent Home on Lot 2R2 and an Assisted Living Facility on Lot 2R1.

Conveyance Plat:
As submitted.

This Preliminary Site Plan will expire on 06-11-2014.

MW/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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WWW.FRISCOTEXAS.GOV

July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Preliminary Site Plan: Preston Trail at West Rowlett Creek, Block A, Lot 1 (PSP12-0007)
Owner(s): Preston Trail Ministries, Inc.

Description:
A church on one lot on 33.5± acres on the west side of Independence Parkway, 2,100± feet south of Main Street. Zoned Planned Development-151-Single Family-10. (Companion Item to Z12-0013) Neighborhood #17. JE

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. City Council adoption of an ordinance amending Planned Development-151 to allow a church by right and allow for a maximum height of 60-feet for a church building.
2. Approval of a Preliminary Façade Plan.

This Preliminary Site Plan will expire on 05-14-2014.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

CITY OF FRISCO

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July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Preliminary Plat: Stonebryck Manor (PP12-0017)
Owner(s): DPDI, Ltd. c/o US Properties Group

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. Proposed Zoning Single Family-7 (Companion item to Z12-0012) Neighborhood #25. MW

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. City Council approval of Zoning Case Z12-0012.
2. Staff approval of a Landscape Plan.
3. Staff approval of a tree survey.
4. Additions and/or alterations resulting from Engineering Services' review of construction plans.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

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

July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Final Plat: Waterstone 423 Retail Addition, Block A, Lot 4 (FP12-0015)
Owner(s): McDonald's USA LLC.

Description:
A restaurant with a drive-through window on one lot on 1.3± acres on the west side of FM 423, 560± feet south of Lebanon Road. Zoned Retail. Neighborhood #43. RC

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

CITY OF FRISCO

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WWW.FRISCOTEXAS.GOV

July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Conveyance Plat: Chapel Creek Apartments, Block A, Lots 1 & 2 (CP12-0006)
Owner(s): The Rudman Partnership Ltd. and The Sater Family Partnership L.P.

Description:
Two lots on 57.2± acres on the northwest corner of Parkwood Boulevard and Lebanon Road. Zoned Planned Development-77-Commercial-1 and Planned Development-78-Multifamily-15. Neighborhoods #23. RC

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

AGENDA ITEM #36.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, Senior Planner**

Date: **7/13/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance rezoning 181.2± acres on the southwest corner of Preston Road and future Rockhill Road from Agricultural to Planned Development-Single Family-7/Patio Home/Urban Village. Neighborhood #3. Zoning Case Z12-0005.**

Action Requested: The City Council is asked to adopt the Ordinance.

Background Information: The City Council held a public hearing on the request at their June 19, 2012 meeting, voted 5-0 to approve the request, and directed staff to prepare an Ordinance.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their May 22, 2012 meeting and recommended approval of the request by a vote of 3-1.

Alternatives:
- Approve the ordinance;
- Modify the ordinance;
- Deny the ordinance; or
- Table the ordinance for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:
- City Council Outcome Memo dated June 20, 2012.
- Ordinance.

Staff Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

CITY OF FRISCO

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6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

June 20, 2012

TO: Applicant

FROM: John Webb
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, June 19, 2012

Public Hearing - Zoning: Heights at Rockhill (Z12-0005)
Owner(s): Collin Power Company, LLC

Description:
A request to rezone 215.8± acres on the west side of Preston Road at future Rockhill Road from Agricultural to Planned Development-Single Family- 7/Patio Home/Urban Village and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #3.

Result/Action:

Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance with the following amendment:

1. The area north of Rockhill Road shall be excluded from the application per request of the applicant.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 181.2 ACRES OF LAND, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 148 AND THE BENJAMIN J. NAUGLE SURVEY, ABSTRACT NO. 669, CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED AGRICULTURAL (AG) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-SINGLE FAMILY-7/PATIO HOME/URBAN VILLAGE (PD-SF-7/PH/UV); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco") to amend Zoning Ordinance No. 11-04-09; and

WHEREAS, Greenway/G&B Frisco, LP (the "Applicant"), initiated a request to rezone 181.2 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 148 and the Benjamin J. Naugle Survey, Abstract No. 669, City of Frisco, Collin County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

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

SECTION 2: Amendments to the Zoning Ordinance No. 11-04-09**.** Zoning Ordinance No. 11-04-09 is amended as follows. The zoning designation of the below-described property containing 181.2 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 148 and the Benjamin J. Naugle Survey, Abstract No. 669, City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-Single Family-7/Patio Home/Urban Village. The Property as a whole and the boundaries are more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on **Exhibit "A-1"** attached hereto.

Except as amended by this Ordinance, the development of the Property must comply with the requirement of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful of Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance

or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date: This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 31st day of July, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney Kuykendall, City Attorneys

*Dates of Publication:*_____, *Frisco Enterprise*

Exhibit "A"

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and Benjamin J. Naugle Survey - Abstract No. 669, City of Frisco, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to TXU COLLIN COMPANY, LLC. according to the deed recorded in Volume 5952, Page 43001 of the Deed Records Collin County, Texas, the subject tract being more particularly described as follows;

BEGINNING at the northwest corner of said TXU Collin Company. LLC. tract, said point being on the east line of the Burlington Northern Railroad;

THENCE, N 89°22'19" E, a distance of 1183.78 feet to a point for corner;

THENCE, along a non-tangent curve to the right having a central angle of 19°13'42", a radius of 1451.40 feet, a chord of S 57°51'20" E - 484.80 feet, an arc length of 487.09 feet to a point for corner;

THENCE, S 48°14'29" E, a distance of 901.68 feet to a point for corner;

THENCE, along a tangent curve to the left having a central angle of 41°07'39", a radius of 1450.00 feet, a chord of S 69°49'27" E - 1018.62 feet, an arc length of 1040.83 feet to a point for corner;

THENCE, N 89°36'44" E, a distance of 291.91 feet to a point for corner on the west line of Preston Road (A Variable width R.O.W.);

THENCE, S 00°24'29" E, along said west line of Preston Road, a distance of 23.97 feet to a point for corner;

THENCE, N 89°17'09" E, a distance of 9.79 feet to a point for corner;

THENCE, S 00°34'07" E, a distance of 70.85 feet to a point for corner;

THENCE, N 45°27'21" W, leaving west line of said Preston Road, a distance of 34.87 feet to a point for corner;

THENCE, S 89°37'02" W, a distance of 174.94 feet to a point for corner;

THENCE, N 86°18'41" W, a distance of 152.35 feet to a point for corner;

THENCE, along a non-tangent curve to the right having a central angle of 0°04'06", a radius of 1510.00 feet, a chord of N 88°27'52" W - 1.80 feet, an arc length of 1.80 feet to a point for corner;

THENCE, S 00°51'40" E, a distance of 391.84 feet to a point for corner;

THENCE, N 89°44'20" E, a distance of 351.00 feet to a point for corner;

THENCE, S 00°16'31" E, a distance of 390.58 feet to a point for corner;

THENCE, S 89°48'20" W, a distance of 334.23 feet to a point for corner;

THENCE, S 00°01'32" E, a distance of 146.72 feet to a point for corner;

THENCE, N 89°22'14" E, a distance of 147.75 feet to a point for corner;

THENCE, S 00°01'32" E, a distance of 381.51 feet to a point for corner;

THENCE, along a non-tangent curve to the left having a central angle of 37°39'26", a radius of 199.50 feet, a chord of S 41°55'29" E - 128.77 feet, an arc length of 131.12 feet to a point for corner;

THENCE, along a tangent curve to the right having a central angle of 27°54'47", a radius of 333.50 feet, a chord of S 46°47'49" E - 160.87 feet, an arc length of 162.47 feet to a point for corner;

THENCE, along a tangent curve to the left having a central angle of 57°42'46", a radius of 216.50 feet, a chord of S 61°41'48" E - 208.97 feet, an arc length of 218.08 feet to a point for corner;

THENCE, N 89°26'49" E, a distance of 103.73 feet to a point for corner on the west line of said Preston Road;

THENCE, S 00°19'03" E, along west line of said Preston Road, a distance of 145.02 feet to a point for corner;

THENCE, S 89°33'01" W, leaving west line of said Preston Road, a distance of 188.55 feet to a point for corner;

THENCE, N 45°24'36" W, a distance of 309.52 feet to a point for corner;

THENCE, S 89°35'45" W, a distance of 1301.38 feet to a point for corner;

THENCE, N 00°23'50" W, a distance of 259.88 feet to a point for corner;

THENCE, S 89°35'22" W, a distance of 2343.41 feet to a point for corner to point on the east line of said Burlington Northern Railroad;

THENCE, N 11°20'10" E, a distance of 2618.57 feet to the PLACE OF BEGINNING with the subject tract containing 7,894,136 square feet or 181.2244 acres of land.

Exhibit "A-1"

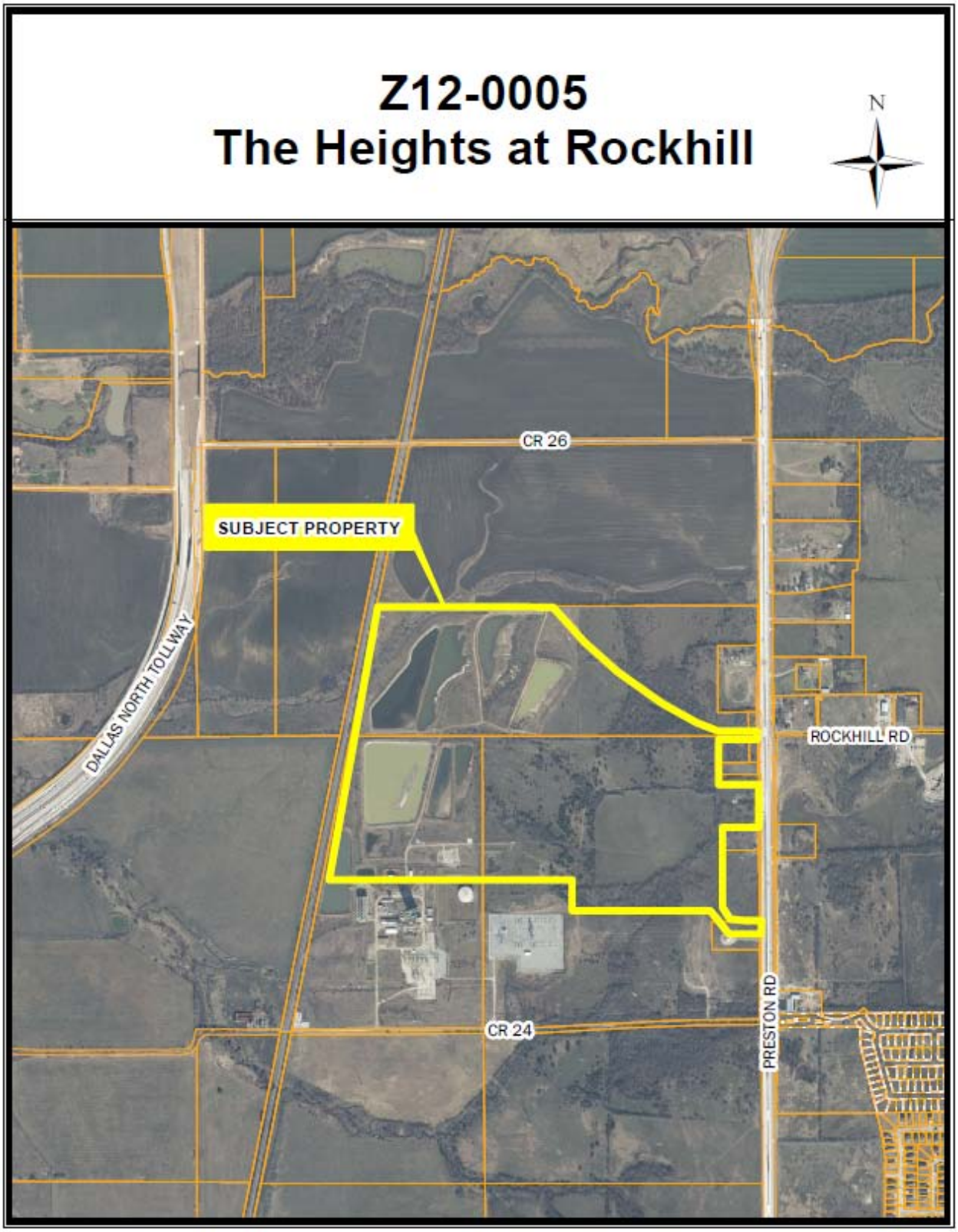

Z12-0005
The Heights at Rockhill
N
CR 26
SUBJECT PROPERTY
DALLAS NORTH TOLLWAY
ROCKHILL RD
PRESTON RD
CR 24

Exhibit "B"
Development Standards

Section 1 -Zoning Exhibits; Minor PD Amendments

A. Zoning Exhibit. The Property shall be developed in a manner generally consistent with Exhibit C and C-1 except as follows:

i. The Zoning Exhibit "C" and "C-1" attached and incorporated into this Planned Development shall serve as a guide for the development of the property. The ultimate layout (including precise location and extent of streets and open space areas as well as the specific lot layout) shall be finalized at the time of preliminary site plan or preliminary plat approval by the Planning & Zoning Commission.

B. Planned Development Amendments.

i. Except as otherwise provided in this paragraph, minor and major amendments shall be processed and decided in accordance with the procedures set forth in the Frisco Zoning Ordinance, as amended.

ii. For purposes of this Planned Development District, redistribution of single family parcel locations that decreases the density for a parcel as such density is shown in Exhibit "C" shall be permitted by right. Such redistribution shall be shown on all development applications (including, but not limited to, a site plan or plat application). Likewise, a redistribution of single-family parcel locations that increases the density for a parcel but is offset by a corresponding decrease in the density of another parcel, as such densities are shown in Exhibit "C", shall be permitted by right.

iii. For purposes of this Planned Development District, redistribution of single family parcel locations that increases the density for a parcel as such density is shown in Exhibit "C", without a corresponding decrease in density as described in Section B (ii) above, shall be considered a staff-delegated minor amendment, subject to the restrictions outlined in Section 2(B) of this Ordinance. A staff-delegated minor amendment shall be submitted at the time of the development application (including, but not limited to, a site plan or plat application), and the application shall include supporting data with an outline of any minor amendments being proposed on the plan(s). The denial of a minor amendment may be appealed to the Planning & Zoning Commission.

iv. Notwithstanding anything to the contrary, redistribution of any parcel location that increases density within two hundred (200) feet of a parcel final platted for a use that is less-dense than the proposed density shall be considered a major amendment and shall require an amendment to the Planned Development through the standard zoning amendment process.

Section 2 - Base Zoning District

A. The base zoning district that corresponds to each parcel shown on the Zoning Exhibit shall be subject to the development standards of that zoning district as outlined in the Zoning Ordinance as it exists or may be amended, except as otherwise outlined in this Ordinance.

B. Restrictions on Development.

Zoning District	Minimum Units	Maximum Units	Parcel Restriction
Urban Village	-	-	Parcel 9
Patio Home (PH-40)	N/A	63	None
Patio Home (PH-55)	N/A	160	None
Single Family-7 (120 ft) (SF-7)	188	N/A	None
Single Family-7 (130 ft) (SF-7)	42	N/A	None

NOTE: An updated table and graphic showing proposed/remaining lot counts will be required with each preliminary plat.

i. All or a portion of the number of dwelling units for any residential development type may be allocated to a less dense residential development type. For example, residential development meeting the SF-7 or SF-8.5 standards may develop in lieu of Patio Home Units.

ii. Any dwelling unit allocated to a less dense residential development type shall not be counted towards the maximum number of units identified in the above table for that development type and shall not require an amendment to the Zoning Exhibit.

Section 3- Development Regulations

A. Development Standards. Development Standards shall be in accordance with the Zoning Ordinance, subject to the modifications in the table below:

1. Patio Home District (PH-40)

a. The minimum lot area shall be four thousand square feet (4,000 s.f.).

b. The minimum lot width shall be forty feet (40').
c. The minimum lot depth shall be ninety feet (90').
d. The minimum front yard for an open and unenclosed front porch shall be five feet (5').
e. The minimum front yard for the main building shall be ten feet (10'). If the main building structure includes a porch whose front face is inset and flush with the front face of the main structure, the front building line may be reduced to seven and one-half feet (7½').
f. The minimum side yard shall be in accordance with PH standards or alternatively one foot (1') on one side and nine feet (9') on the opposite side of the lots. A three-foot (3') maintenance and exclusive use easement shall be provided coincidently in the one-foot (1') side yard and in the first two feet (2') of the nine foot (9') side yard and shall be dedicated on the final plat.
g. The minimum rear yard for the main building shall be ten feet (10').
h. The minimum rear yard for garages in which the garage door faces the alley shall be ten feet (10'). A nine-foot (9') by twenty-foot (20') concrete pad shall be provided adjacent to the garage for off-street parking. Said pad shall be situated entirely on the same lot as the garage and located in such a manner so as to not interfere with lot drainage and/or conflict with utility poles, meters, transformers, or other comparable device.
i. Maximum lot coverage shall be sixty-five percent (65%).

2. Single Family District-7 (SF-7)

a. The minimum lot width for front entry (no alley) shall be sixty-five feet (65').
b. The maximum lot coverage shall be fifty percent (50%).

B. Exterior Construction Materials. See Section 5 (B) Form-Based Codes Manual for single-family construction material allowances.

Section 4- Open Space

A. Open Space. Open space shall be provided as generally shown on the Open Space Plan (Exhibit "C-1"). For purposes of tracking compliance with the open space requirements, each preliminary and final plat shall include a table summarizing the cumulative amount of open space provided within the Property and shown on the subject plat for each type of open space. The cumulative amount of open space platted or dedicated shall apply toward the open space requirements for platted PH lots (Parcels 1, 7 and 8).

B. Patio Home. Patio Home parcels shall provide open space per the requirements of the Patio Home (PH) District in the Zoning Ordinance. Parcels 1, 7 and 8 (PH) may utilize the adjacent Open Space to fulfill the open space requirements, however, this open space area shall not be used for detention/retention purposes except as authorized by the Director of Development Services. Required open space for Patio Homes shall be met by open space provided in accordance with Open Space Plan (Exhibit "C-1").

C. Exclusive Requirements. The open space requirements of this Section 4 shall be the exclusive open space requirements applicable to the property.

Section 5 - Miscellaneous

A. Lots Abutting Open Space. Lots shall be permitted to back to open space in general conformance with the Open Space Plan (Exhibit "C-1").

B. Form-Based Codes Manual. The following provisions from the Form-Based Codes Manual as outlined in the Zoning Ordinance, and any subsequently adopted form-based zoning regulations shall apply as follows:

i. Side yard fencing that abuts a street and is located on a single-family detached lot shall be ornamental fencing that is a minimum of six-feet in height and otherwise in compliance with Section S-4 of the Form-Based Codes Manual.
ii. Any fencing located on the boundary between an open space areas (including greenway corridors) and a single family detached lot shall be in accordance with Section S-4 of the Form-Based Codes Manual.
iii. The standards in Section B-3 Anti-Monotony of the Form-Based Code Manual shall apply.
iv. Street trees shall be provided in accordance with Section PR-5 of the Form-Based Codes Manual.
v. In accordance with the Form-Based Codes Manual Section B-4 - Residential Building Standards for Traditional Neighborhood Developments, a maximum of 54 single-family dwelling units may be constructed with cementitious fiberboard or equivalent material as approved by the Chief Building Official. A Pattern Book of styles shall be approved by the Director prior to the submittal of an application of the first final plat for properties seeking the use of the cementitious fiberboard product.
vi. The Form-Based Code requirements contained in this Section 5 are the exclusive Form-Based Code requirements applicable to the Property.

Section 6 – Urban Village Standards (Tract 9)

A. Purpose

The purpose of the Urban Village Tract is to create a compact and walkable, mixed use area which will be complimentary to the adjacent single family neighborhoods. While not dependent on a rail station to support the intended development, the site's proximity to a possible station along the Burlington Northern and Santa Fe Railroad will promote transit-oriented development. Uses consistent with this style of development include townhomes, multifamily, retail, office and entertainment. Low density residential and auto-oriented commercial development is not appropriate at this location.

B. Permitted Uses

1. Townhomes

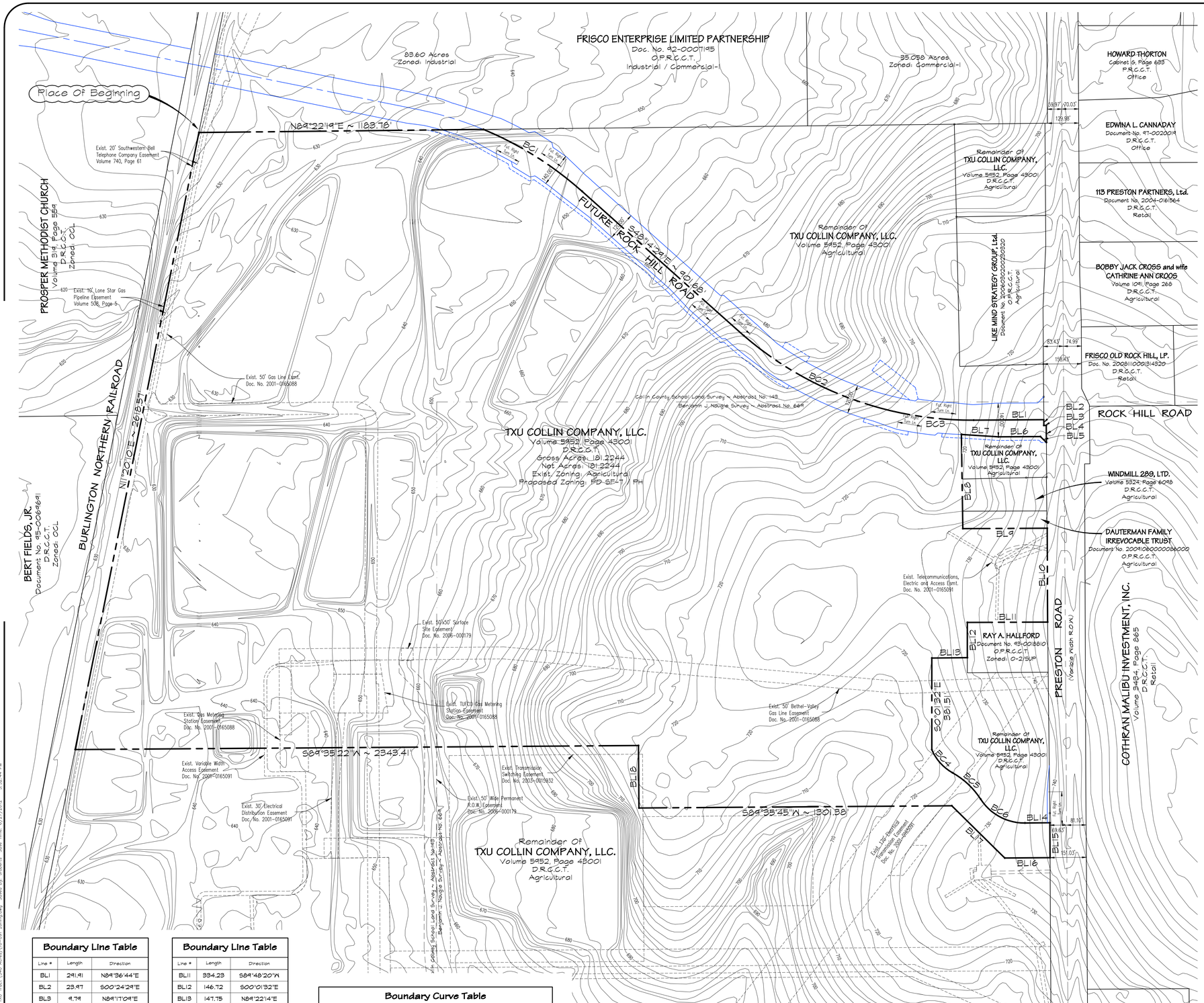
2. Multifamily
3. Uses permitted within O-2 Office District
4. Uses permitted within the R Retail District, except those as noted below

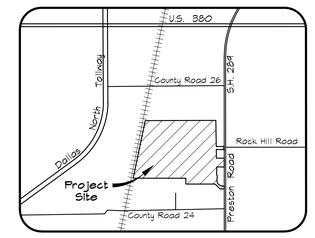
C. Prohibited Uses

1. Automotive Repair, Minor
2. Restaurant with drive-through windows
3. Restaurant, drive-in

D. Development Standards

1. Development shall be in accordance with the Form-Based Code General Standards and the following standards pertaining to mixed-use and urban residential development:
    a. LU-1 – Mixed Use Developments
    b. LU-2 – Retail At-Grade Standards (Urban)
    c. LU-3 – Residential At-Grade Standards (Urban)
    d. LU-5 – Building Orientation as it Relates to Open Space
    e. B-1 – Architectural Detailing of Residential Window Treatments
    f. PR-1 – Special Street Types – Retail Internal Circulation
    g. PR-4 - Sidewalks
2. Multifamily developments shall be four (4) stories in height with no limit on density.
3. Ground floor, non-residential uses are encouraged but not required within multifamily developments; however the first floor shall have a minimum ceiling height of fourteen feet (14') (LU-2 Standards).
4. A minimum of eighty percent (80%) of the parking required for multifamily developments shall be structured parking.





LOCATION MAP
NOT TO SCALE

200 0 100 200 400
1 inch = 200ft.

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and Benjamin J. Naugle Survey ~ Abstract No. 669, City of Frisco, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to TXU COLLIN COMPANY, LLC. according to the deed recorded in Volume 5952, Page 43001 of the Deed Records Collin County, Texas, the subject tract being more particularly described as follows;

BEGINNING at the northwest corner of said TXU Collin Company. LLC. tract, said point being on the east line of the Burlington Northern Railraod;

THENCE, N 89°22'19" E, a distance of 1183.78 feet to a point for corner;

THENCE, along a non-tangent curve to the right having a central angle of 19°13'42", a radius of 1451.40 feet, a chord of S 57°51'20" E – 484.80 feet, an arc length of 487.09 feet to a point for corner;

THENCE, S 48°14'29" E, a distance of 901.68 feet to a point for corner;

THENCE, along a tangent curve to the left having a central angle of 41°07'39", a radius of 1450.00 feet, a chord of S 69°49'27" E – 1018.62 feet, an arc length of 1040.83 feet to a point for corner;

THENCE, N 89°36'44" E, a distance of 291.91 feet to a point for corner on the west line of Preston Road (A Variable width R.O.W.);

THENCE, S 00°24'29" E, along said west line of Preston Road, a distance of 23.97 feet to a point for corner;

THENCE, N 89°17'09" E, a distance of 9.79 feet to a point for corner;

THENCE, S 00°34'07" E, a distance of 70.85 feet to a point for corner;

THENCE, N 45°27'21" W, leaving west line of said Preston Road, a distance of 34.87 feet to a point for corner;

THENCE, S 89°37'02" W, a distance of 174.94 feet to a point for corner;

THENCE, N 86°18'41" W, a distance of 152.35 feet to a point for corner;

THENCE, along a non-tangent curve to the right having a central angle of 0°04'06", a radius of 1510.00 feet, a chord of N 88°27'52" W – 1.80 feet, an arc length of 1.80 feet to a point for corner;

THENCE, S 00°51'40" E, a distance of 391.84 feet to a point for corner;

THENCE, N 89°44'20" E, a distance of 351.00 feet to a point for corner;

THENCE, S 00°16'31" E, a distance of 390.58 feet to a point for corner;

THENCE, S 89°48'20" W, a distance of 334.23 feet to a point for corner;

THENCE, S 00°01'32" E, a distance of 146.72 feet to a point for corner;

THENCE, N 89°22'14" E, a distance of 147.75 feet to a point for corner;

THENCE, S 00°01'32" E, a distance of 381.51 feet to a point for corner;

THENCE, along a non-tangent curve to the left having a central angle of 37°39'26", a radius of 199.50 feet, a chord of S 41°55'29" E – 128.77 feet, an arc length of 131.12 feet to a point for corner;

THENCE, along a tangent curve to the right having a central angle of 27°54'47", a radius of 333.50 feet, a chord of S 46°47'49" E – 160.87 feet, an arc length of 162.47 feet to a point for corner;

THENCE, along a tangent curve to the left having a central angle of 57°42'46", a radius of 216.50 feet, a chord of S 61°41'48" E – 208.97 feet, an arc length of 218.08 feet to a point for corner;

THENCE, N 89°26'49" E, a distance of 103.73 feet to a point for corner on the west line of said Preston Road;

THENCE, S 00°19'03" E, along west line of said Preston Road, a distance of 145.02 feet to a point for corner;

THENCE, S 89°33'01" W, leaving west line of said Preston Road, a distance of 188.55 feet to a point for corner;

THENCE, N 45°24'36" W, a distance of 309.52 feet to a point for corner;

THENCE, S 89°35'45" W, a distance of 1301.38 feet to a point for corner;

THENCE, N 00°23'50" W, a distance of 259.88 feet to a point for corner;

THENCE, S 89°35'22" W, a distance of 2343.41 feet to a point for corner to point on the east line of s Burlington Northern Railroad;

THENCE, N 11°20'10" E, a distance of 2618.57 feet to the PLACE OF BEGINNING with the subject tract contain 7,894,136 square feet or 181.2244 acres of land.

EXHIBIT A: FOR Z12-0005

THE HEIGHTS AT ROCK HILL

181.2244 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND SURVEY ~ ABSTRACT NO. 148
BENJAMIN J. NAUGLE SURVEY ~ ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Owner
GREENWAY / G&B FRISCO LP.
2808 Fairmont Street, Suite 150
Dallas, Texas 75201
Telephone (214) 979-1100
Contact: Jay Grogan

Engineer / Surveyor
Spiars Engineering, Inc. TBPE No. F-2121
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone (972) 422-0077
Contact: Tim C Spiars

Scale 1"=200' June 27, 2012

Boundary Line Table		
Line #	Length	Direction
BL1	291.91'	N89°36'44"E
BL2	23.97'	S00°24'29"E
BL3	9.79'	N89°17'09"E
BL4	70.85'	S00°34'07"E
BL5	34.87'	N45°27'21"W
BL6	174.94'	S89°37'02"W
BL7	152.35'	S86°18'41"E
BL8	391.84'	S00°51'40"E
BL9	351.00'	N89°44'20"E
BL10	390.58'	S00°16'31"E

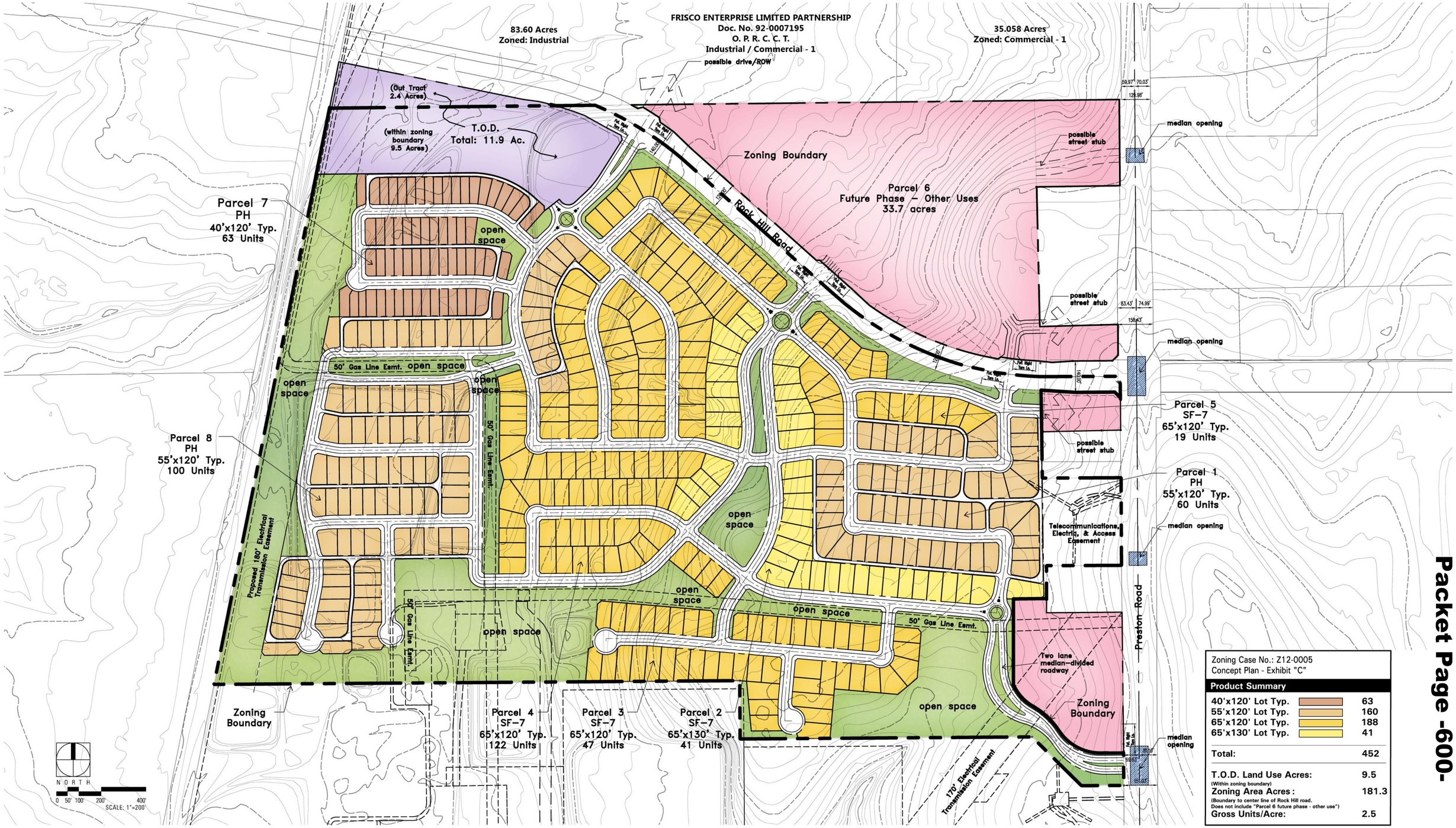
Boundary Line Table		
Line #	Length	Direction
BL11	334.23'	S89°48'20"W
BL12	146.72'	S00°01'32"E
BL13	147.75'	N89°22'14"E
BL14	103.73'	N89°26'49"E
BL15	145.02'	S00°20'01"E
BL16	188.55'	S89°33'01"W
BL17	309.52'	N45°24'36"W
BL18	259.88'	N00°23'50"W

Boundary Curve Table						
Curve #	Radius	Delta	Tangent	Length	Chord Bearing	Chord
BC1	1451.40'	19°13'42"	245.85'	487.09'	S57°51'20"E	484.80'
BC2	1450.00'	41°07'39"	543.97'	1040.83'	S69°49'27"E	1018.62'
BC3	1510.00'	0°04'06"	0.90'	1.80'	N88°27'52"W	1.80'
BC4	199.50'	37°39'26"	68.03'	131.12'	S41°55'29"E	128.77'
BC5	333.50'	27°54'47"	82.88'	162.47'	S46°47'49"E	160.87'
BC6	216.50'	57°42'46"	119.30'	218.08'	S61°41'48"E	208.97'

"The thoroughfare alingment(s) shown on this exhibit are for illustrations purposes and does not set the alignment. The Alignment is determined at time of final plat."

No Floodplain Exists On the Property Per FEMA FIRM Panel #48085C0230J & 48085C0235J Dated 12-06-2011.

Drawing: G:\2012 JOBS\12-091 TXU Tract (340 Acres)\12-091 zoning.dwg Saved By: jroberts Save Time: 6/27/2012 8:32:44 AM



Zoning Case No.: Z12-0005
Concept Plan - Exhibit "C"

Product Summary	
40'x120' Lot Typ.	63
55'x120' Lot Typ.	160
65'x120' Lot Typ.	188
65'x130' Lot Typ.	41
Total:	452
T.O.D. Land Use Acres: (Within zoning boundary)	9.5
Zoning Area Acres : (Boundary to center line of Rock Hill road. Does not include "Parcel 6 future phase - other use")	181.3
Gross Units/Acre:	2.5

TBG PARTNERS
5307 East Mockingbird Lane, Suite 120
Dallas, Texas 75206
TEL (214)744-0757
FAX (214)744-6785

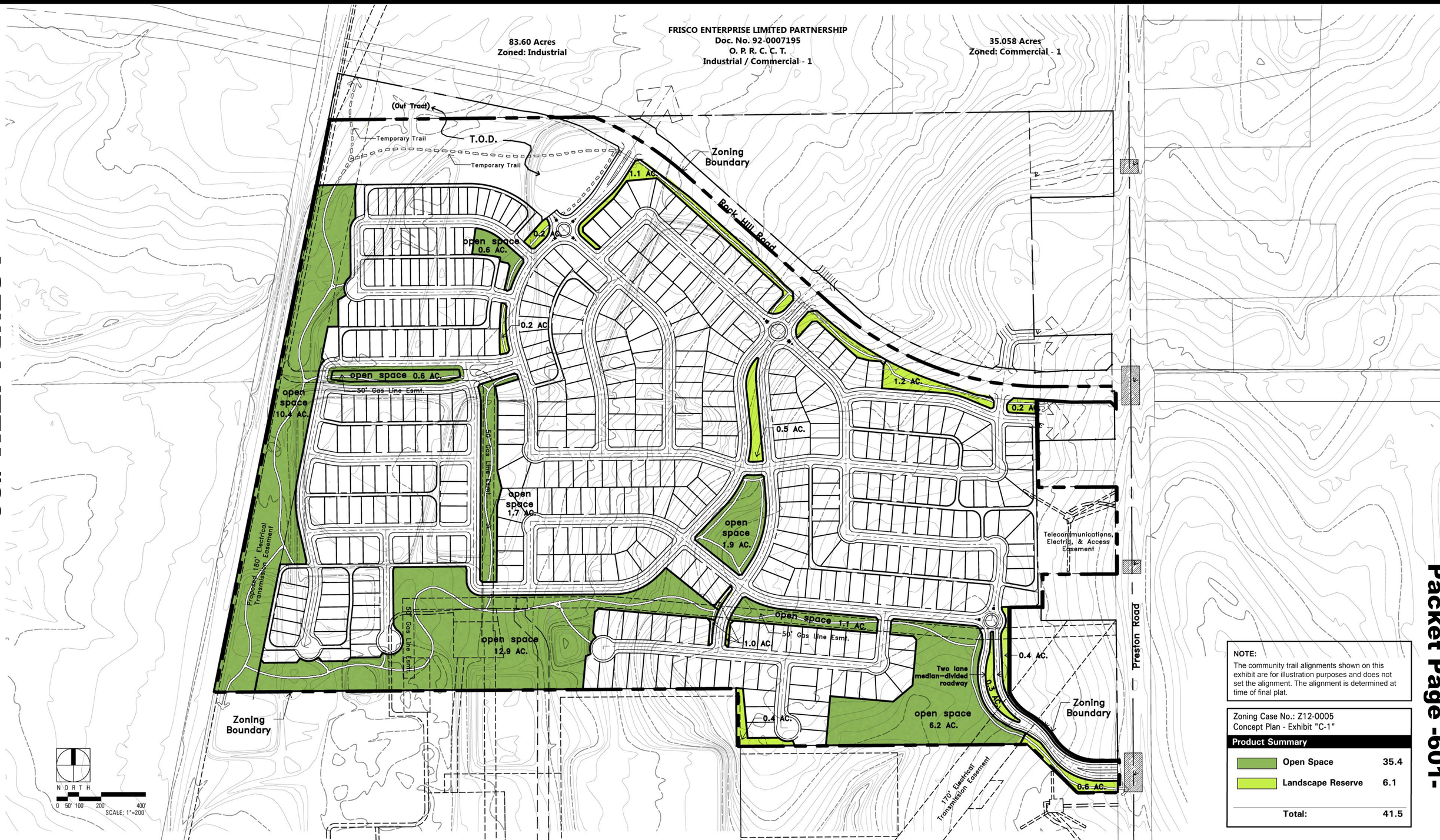
The Heights at Rock Hill

Greenway / G&B Frisco LP

June 28, 2012

The information shown is based on the best information available and is subject to change without notice.

TBG



NOTE:
The community trail alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

Zoning Case No.: Z12-0005
Concept Plan - Exhibit "C-1"

Product Summary	
Open Space	35.4
Landscape Reserve	6.1
Total:	41.5

TBG PARTNERS
5307 East Mockingbird Lane, Suite 120
Dallas, Texas 75206
TEL (214)744-0757
FAX (214)744-6785

The Heights at Rock Hill

Greenway / G&B Frisco LP

June 28, 2012

The information shown is based on the best information available and is subject to change without notice.

TBG

AGENDA ITEM #37.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Ross Culbertson, Planner**

Date: **7/18/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Church on one lot on 5.3± acres on the east side of FM 423, 630± feet north of Main Street. Zoned Agricultural. Neighborhood #44. Case No. SUP12-0008.**

Action Requested: City Council adoption of an Ordinance granting the Specific Use Permit for a Church.

Background Information: The City Council approved the request by a vote of 5-0 at their June 19, 2012 meeting. Councilmember Nelson was absent.

Board Review/Citizen Input: On May 22, 2012, the Planning & Zoning Commission held a public hearing and voted 4-0 to approve the request, (Dodson and Hamilton absent).

Alternatives: The City Council can:
- Approve the Ordinance;
- Deny the Ordinance;
- Approve the Ordinance with modifications; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's office prepared the Ordinance.

Supporting Documents:
- City Council Outcome Memo dated June 20, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

June 20, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, June 19, 2012

Public Hearing –
Specific Use Permit: Friendship Church, Block A, Lot 1 (SUP12-0008)
Owner(s): Friendship Church

Description:
A request for a Specific Use Permit for a Church on one lot on 5.3± acres on the east side of F.M. 423, 630± feet north of Main Street and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #44.

Result/Action:

Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Specific Use Permit and directed staff to prepare an Ordinance.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, GRANTING A SPECIFIC USE PERMIT FOR A CHURCH LOCATED ON A TRACT OF LAND CONSISTING OF 5.3 ACRES OF LAND, MORE OR LESS, SITUATED IN THE IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NUMBER 920, AND THE JOHN BALCH SURVEY, ABSTRACT NUMBER 114, IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND ZONING ORDINANCE NO. 11-04-09; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that the Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, pursuant to a notice being duly posted according to law, the City Council conducted a public hearing wherein a request was made by Friendship Church (the "Applicant"), to allow a Specific Use Permit for a Church on a tract of land zoned Agricultural; and

WHEREAS, the tract of land is situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 920, and the John Balch Survey, Abstract No. 114, in the City of Frisco, Denton County, Texas ("Frisco"), containing 5.3 acres of land, more or less, and being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, the City Council finds that Applicant has agreed to comply with all provisions of the ordinances of Frisco, including but not limited to Frisco's Zoning Ordinance No. 11-04-09, and has further agreed to comply with the additional restrictions set forth herein and the zoning exhibit, attached hereto as **Exhibit "B"** and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Frisco to grant the Specific Use Permit, and that such grant will not be detrimental to the public welfare, safety or health, and that the Specific Use Permit should be granted.

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

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

SECTION 2: Specific Use Permit Granted. Applicant is granted a Specific Use Permit to allow a Church on the Property, which is zoned Agricultural.

The Property as a whole and the boundaries are more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on **Exhibit "A-1"**, attached hereto. Except when otherwise permitted by Section 2.05.02 of the Frisco Zoning Ordinance No. 11-04-09, the Property shall be developed in compliance with the conditions expressly stated in the zoning exhibit, attached hereto as **Exhibit "B"**, and the architectural design represented in the façade exhibit, attached hereto as **Exhibit "C"**, and incorporated herein for all purposes.

SECTION 3: Failure to Comply/Assignable and Transferable. Except as otherwise stated above, all terms of the Specific Use Permit shall be complied with prior to issuance of a Certificate of Occupancy. Failure to comply with any term or condition of this Ordinance and/or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, will result in the Specific Use Permit being declared null and void and of no force and effect. The Specific Use Permit is issued to the entity named above and is assignable and transferable.

SECTION 4: Specific Use Permits Regulations. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind a Specific Use Permit if:

1. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Frisco, that occurs on the Property;
2. The building, premise, or land used under a Specific Use Permit are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural

alteration, or change;

3. Violation of any provision of the terms or conditions of this Specific Use Permit;

4. Ad valorem taxes on the Property are delinquent by more than six (6) months;

5. The Specific Use Permit was obtained by fraud or deception; or

6. As otherwise permitted by law and/or Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 5: Specific Use Permit Effective Date. This Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of this Specific Use Permit, the Property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of the above-referenced tract of land in some manner other than as authorized by this Ordinance or other applicable ordinances.

SECTION 7: Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing Clause. Frisco's Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said

ordinances shall remain in full force and effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 31st day of July, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"
(Page 1 of 2) SUP12-0008

DESCRIPTION, of a 5.2663 acre tract of land situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 920 and the John Balch survey, Abstract No. 114, City of Frisco, Denton County, Texas; said tract being all of that certain tract of land described in Special Warranty Deed to Friendship Church recorded in County Clerk's File No. 2012-27546 of the Deed Records of Denton County, Texas and part of that certain tract of land described as Tract II in Warranty Deed With Vendor's Lien to Iglesia De Amigos recorded in County Clerk's File No. 2011-114857 of the said Deed Records: said 5.2663 acre tract being more particularly described as follows:

BEGINNING, at a 3 1/4-inch aluminum disk found for corner in the east right-of-way line of F. M. 423; said point being the southeast corner of that certain tract of land described in Deed to State of Texas recorded in County Clerk's File No. 2008-114106 of the said Deed Records and the northeast corner of that certain tract of land described in Deed to State of Texas recorded in County Clerk's File No. 2008-45907 of the said Deed Records; said point also being in the south line of said Tract II and the northwest corner of said Friendship Church tract;

THENCE, North 89 degrees, 17 minutes, 44 seconds East, departing the said east line of F. M. 423 and along the north line of said Friendship Church tract and the said south line of Tract II, a distance of 321.24 feet to a point for corner;

THENCE, North 00 degrees, 38 minutes, 17 seconds West, departing the said north line of Friendship Church tract and said south line of Tract II, a distance of 167.74 feet to a point for corner;

THENCE, North 89 degrees, 21 minutes, 43 seconds East, a distance of 256.01 feet to a point for corner;

THENCE, South 04 degrees, 20 minutes, 32 seconds East, at a distance of 167.78 feet passing a 1/2-inch iron rod found in the said south line of Tract II at the northeast corner of said Friendship Church tract and the northwest corner of that certain tract of land described in Deed to Jimmy Lee Uselton recorded in Volume 597, Page 193 of the said Deed Records, continuing along the common line between said Friendship Church tract and said Uselton tract, in all a total distance of 476.70 feet to a 1/2-inch iron rod found for corner; said point also being the southeast corner of said Friendship Church tract;

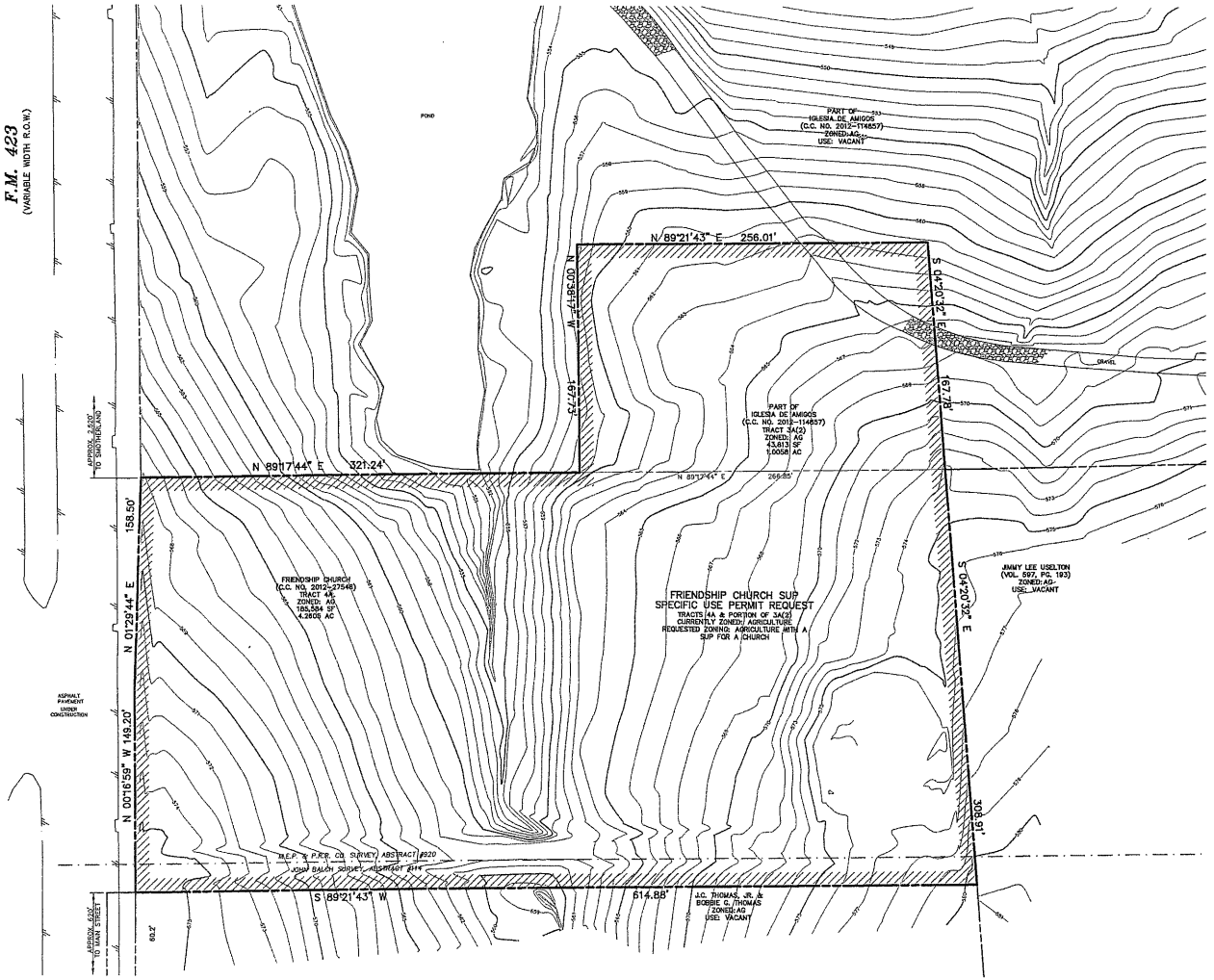
THENCE, South 89 degrees, 21 minutes, 43 seconds West, departing the said common line between Friendship Church tract and Uselton tract and along the south line of said Friendship Church tract, a distance of 614.88 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found for corner in the said east line of F. M. 423; said point also being the southwest corner of said Friendship Church tract and the southeast corner of that certain tract of land described in Deed to State of Texas recorded in County Clerk's File No. 2008-45909 of the said Deed Records;

THENCE, departing the said south line of Friendship Church tract and along the said east line of F.M. 423, the following two (2) calls:

North 00 degrees, 16 minutes, 59 seconds West, a distance of 149.20 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap set at an angle point;

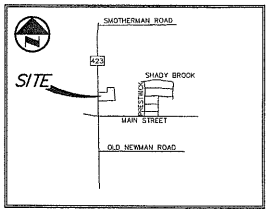
North 01 degrees, 29 minutes, 44 seconds East, a distance of 158.50 feet to the POINT OF BEGINNING;

CONTAINING, 229,398 square feet or 5.2663 acres of land, more or less.



LEGEND

	BOLLARD
E	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
CO	CLEAN OUT
MH(S)	MANHOLE
GM	GAS METER
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
SIGN	TRAFFIC SIGN
TELE	TELEPHONE BOX
TV	TV BOX
FP	FLAG POLE
L.A.	LANDSCAPE AREA
	PROPERTY LINE
OHL	O.H. POWER LINES
U/G TELE	U/G TELEPHONE LINES
WATER	U/G WATER LINE
GAS	U/G GAS LINE
	FENCE
(C.M.) SIR	CONTROLLING MONUMENT 5/8-INCH IRON ROD WITH "POGUE ENG & DEV" CAP SET



VICINITY MAP
NOT TO SCALE

0 20 40 80 120
GRAPHIC SCALE IN FEET
SCALE: 1" = 40'

DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 5.2663 acre tract of land situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 920 and the John Balch survey, Abstract No. 114, City of Frisco, Denton County, Texas; said tract being all of that certain tract of land described in Special Warranty Deed to Friendship Church recorded in County Clerk's File No. 2012-27548 of the Deed Records of Denton County, Texas and part of that certain tract of land described as Tract II in Warranty Deed With Vendor's Lien to Iglesia De Amigos recorded in County Clerk's File No. 2011-114857 of the said Deed Records; said 5.2663 acre tract being more particularly described as follows:

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THENCE, North 89 degrees, 17 minutes, 44 seconds East, departing the said east line of F. M. 423 and along the north line of said Friendship Church tract and the said south line of Tract II, a distance of 321.24 feet to a point for corner;

THENCE, North 00 degrees, 38 minutes, 17 seconds West, departing the said north line of Friendship Church tract and said south line of Tract II, a distance of 167.74 feet to a point for corner;

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THENCE, South 04 degrees, 20 minutes, 32 seconds East, at a distance of 167.78 feet passing a 1/2-inch iron rod found in the said south line of Tract II at the northeast corner of said Friendship Church tract and the northwest corner of that certain tract of land described in Deed to Jimmy Lee Uselton recorded in Volume 597, Page 183 of the said Deed Records, continuing along the common line between said Friendship Church tract and said Uselton tract, in all a total distance of 476.70 feet to a 1/2-inch iron rod found for corner; said point also being the southeast corner of said Friendship Church tract;

THENCE, South 89 degrees, 21 minutes, 43 seconds West, departing the said common line between Friendship Church tract and Uselton tract and along the south line of said Friendship Church tract, a distance of 614.88 feet to a 5/8-inch iron rod with "Pogue Eng & Dev" cap found for corner in the said east line of F. M. 423; said point also being the southwest corner of said Friendship Church tract and the southeast corner of that certain tract of land described in Deed to State of Texas recorded in County Clerk's File No. 2008-45909 of the said Deed Records;

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North 01 degrees, 29 minutes, 44 seconds East, a distance of 158.50 feet to the POINT OF BEGINNING;

CONTAINING, 229,398 square feet or 5.2663 acres of land, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR
ROMAN L. GROYSMAN
5864
SURVEYING

R. Groysman
Roman L. Groysman
Registered Professional Land Surveyor
No. 5864

BENCH MARK LIST:

BENCHMARK #1
CITY OF FRISCO MONUMENT NO. 11 LOCATED IN THE CENTER MEDIAN OF FM 720 1600'S EAST OF FM 423
ELEVATION = 592.51

BENCHMARK #2
SQUARE CUT SET AT THE SOUTH SIDE OF CONCRETE HEADWALL LOCATED IN THE EAST RIGHT-OF-WAY LINE OF F.M. 423 AT THE NORTHWEST CORNER OF SITE.
ELEVATION = 547.06

EXHIBIT A: SUP12-0008
SPECIFIC USE PERMIT
5.2663 ACRES
TRACTS 3A(2) & 4A
LOCATED IN THE CITY OF FRISCO, TEXAS
AND BEING OUT OF THE
M.E.P. & P.R.R. CO. SURVEY, ABSTRACT No. 920 AND
JOHN BALCH SURVEY, ABSTRACT No. 114
DENTON COUNTY, TEXAS

NO.	DATE	REVISION / DESCRIPTION		
		DESIGN	DRAWN	DATE	PI NUMBER
		EMS	JSW	05-14-2012	1496-11-060

PROJECT INFORMATION
5.2663 ACRE TRACT
CITY OF FRISCO, COLLIN COUNTY, TEXAS
M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 920
JOHN BALCH SURVEY, ABSTRACT NO. 114
PROPOSED USE: CHURCH
ZONING: AG

DEVELOPER
FRIENDSHIP CHURCH
P.O. BOX 1646
FRISCO, TEXAS 75034
PASTOR MARK CRAWFORD
(817) 966-3328

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ERIC M. SEELEY, P.E. 107118 ON 05-14-2012. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR:
CONSTRUCTION OR
BIDDING PURPOSES.
Engineer: ERIC M. SEELEY, P.E.
P.E. No.: 107118
Date: 05-14-2012
POGUE ENGINEERING & DEVELOPMENT COMPANY, INC.

POGUE
ENGINEERING & DEVELOPMENT COMPANY, INC.
1512 BRAY CENTRAL DRIVE
SUITE 100
MCKINNEY, TEXAS 75069
TX BOARD PROF. ENGINEERS, CERT. #F-00048; TX BOARD PROF. LAND SURVEYING, CERT. 100121-00
(214) 544-8888 PHONE
(214) 544-8882 FAX
www.PogueEngineering.com

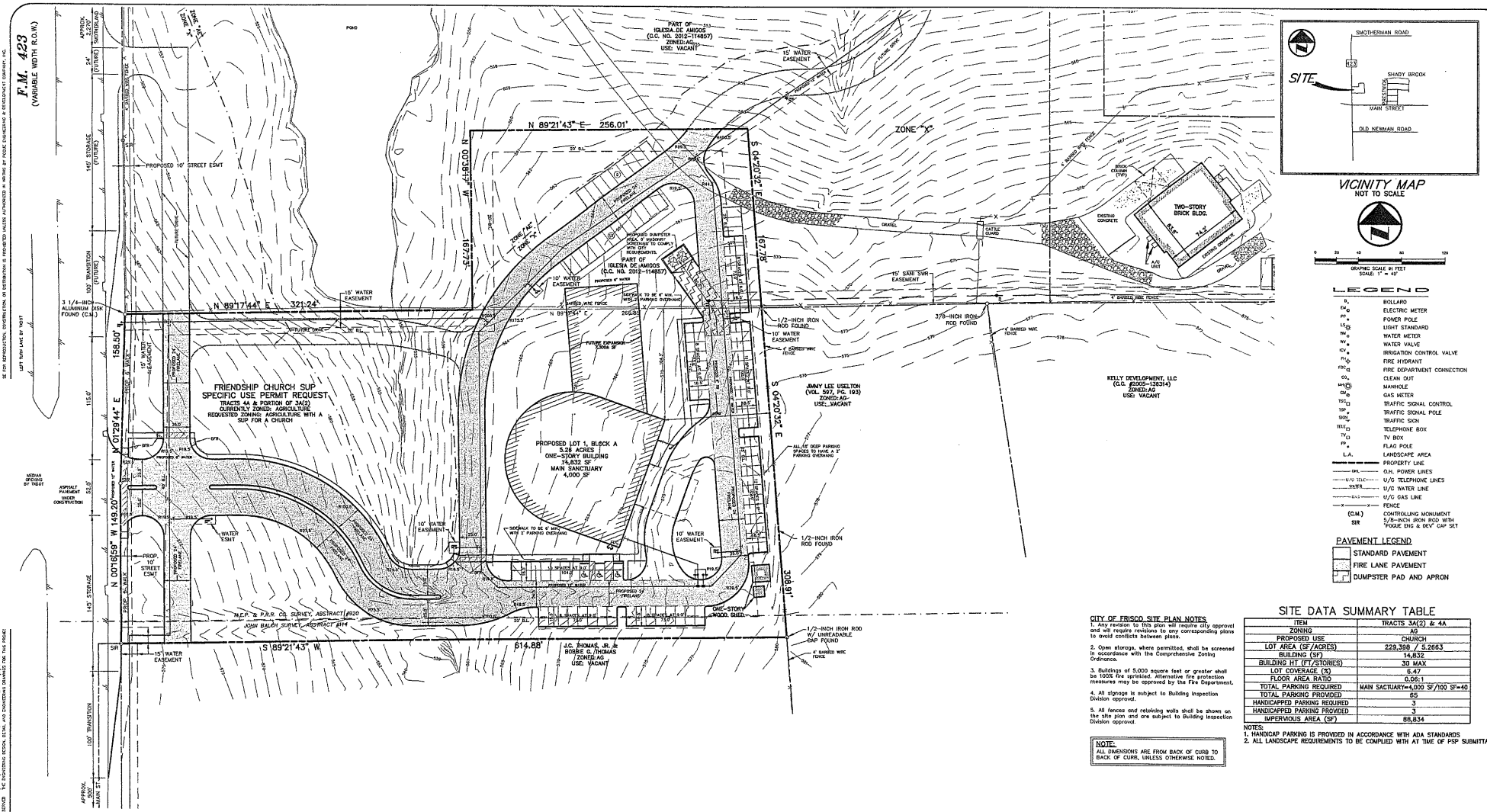
SPECIFIC USE PERMIT – EXHIBIT A
FRIENDSHIP CHURCH
5.2663 ACRE TRACT
NEQ F.M. 423 & MAIN STREET
CITY OF FRISCO, TEXAS
SU

DWG NO: 1496-11-060-SPECIFIC USE PERMIT (A).DWG

ERIC 05/14/2012 - 11:31AM
N:\JOBS\1400-1499\1496-11-060 FRIENDSHIP CHURCH - CIVIL\DWG\1496-11-060-SPECIFIC USE PERMIT (A).DWG
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SUP12-0008
Friendship Church





VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE IN FEET
SCALE: 1" = 40'

LEGEND

- BOLLARD
- ELECTRIC METER
- POWER POLE
- LIGHT STANDARD
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- CLEAN OUT
- MANHOLE
- GAS METER
- TRAFFIC SIGNAL CONTROL
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGN
- TELEPHONE BOX
- TV BOX
- FLAG POLE
- L.A. LANDSCAPE AREA
- PROPERTY LINE
- O.H. POWER LINES
- U/G TELEPHONE LINES
- U/G WATER LINE
- U/G GAS LINE
- FENCE
- (C.M.) CONTROLLING MONUMENT
- SIR 5/8-INCH IRON ROD WITH "POGUE ENG & DEV" CAP SET

PAVEMENT LEGEND

- STANDARD PAVEMENT
- FIRE LANE PAVEMENT
- DUMPSTER PAD AND APRON

CITY OF FRISCO SITE PLAN NOTES

1. Any revision to this plan will require city approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
3. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Building Inspection Division approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.

NOTE:
ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB, UNLESS OTHERWISE NOTED.

SITE DATA SUMMARY TABLE

ITEM	TRACTS 3A(2) & 4A
ZONING	AG
PROPOSED USE	CHURCH
LOT AREA (SF/ACRES)	229,398 / 5.2663
BUILDING (SF)	14,832
BUILDING HT (FT/STORIES)	30 MAX
LOT COVERAGE (%)	6.47
FLOOR AREA RATIO	0.06:1
TOTAL PARKING REQUIRED	MAIN SACTUARY=4,000 SF/100 SF=40
TOTAL PARKING PROVIDED	65
HANDICAPPED PARKING REQUIRED	3
HANDICAPPED PARKING PROVIDED	3
IMPERVIOUS AREA (SF)	88,834

NOTES:
1. HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS
2. ALL LANDSCAPE REQUIREMENTS TO BE COMPLIED WITH AT TIME OF PSP SUBMITTAL.

BENCH MARK LIST:

BENCHMARK #1
CITY OF FRISCO MONUMENT NO. 11 LOCATED IN THE CENTER MEDIAN OF FM 720 1600'± EAST OF FM 423
ELEVATION = 592.51

BENCHMARK #2
SQUARE CUT SET AT THE SOUTH SIDE OF CONCRETE HEADWALL LOCATED IN THE EAST RIGHT-OF-WAY LINE OF F.M. 423 AT THE NORTHWEST CORNER OF SITE.
ELEVATION = 547.06

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.
TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-344-8377
TEXAS ONE CALL SYSTEMS 1-800-245-4545
LONE STAR NOTIFICATION CENTER 1-800-669-8344 EXT. 5
BEFORE YOU DIG...

EXHIBIT B: SUP12-0008
SPECIFIC USE PERMIT
5.2663 ACRES
TRACTS 3A(2) & 4A
LOCATED IN THE CITY OF FRISCO, TEXAS
AND BEING OUT OF THE
M.E.P. & P.R.R. CO. SURVEY, ABSTRACT No. 920 AND
JOHN BALCH SURVEY, ABSTRACT No. 114
DENTON COUNTY, TEXAS

NO.	DATE	REVISION / DESCRIPTION		
		DESIGN	DRAWN	DATE	PI NUMBER
		EMS	JSW	05-14-2012	1496-11-060

PROJECT INFORMATION
5.2663 ACRE TRACT
CITY OF FRISCO, COLLIN COUNTY, TEXAS
M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 920
JOHN BALCH SURVEY, ABSTRACT NO. 114
PROPOSED USE: CHURCH
ZONING: AG

DEVELOPER
FRIENDSHIP CHURCH
P.O. BOX 1646
FRISCO, TEXAS 75034
PASTOR MARK CRAWFORD
(817) 966-3328

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ERIC M. SEELEY, P.E. 107118 ON 05-14-2012. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR:
CONSTRUCTION OR
BIDDING PURPOSES.
Engineer: ERIC M. SEELEY, P.E.
P.E. No.: 107118
Date: 05-14-2012
POGUE ENGINEERING & DEVELOPMENT

POGUE
ENGINEERING & DEVELOPMENT COMPANY, INC.
1512 BRAY CENTRAL DRIVE
SUITE 100
McKINNEY, TEXAS 75069
TX BOARD PROF. ENGINEERS, CERT. #F-000481; TX BOARD PROF. LAND SURVEYING, CERT. 100431-00
(214) 544-8880 PHONE
(214) 544-8882 FAX
www.PogueEngineering.com

SPECIFIC USE PERMIT – EXHIBIT B

FRIENDSHIP CHURCH
5.2663 ACRE TRACT
NEQ F.M. 423 & MAIN STREET
CITY OF FRISCO, TEXAS

SU

DWG NO: 1496-11-060-SPECIFIC USE PERMIT (B).DWG

ERIC 05/14/2012 - 11:41AM
N:\JOBS\1400-1499\1496-11-060 FRIENDSHIP CHURCH - OWLS\DWG\1496-11-060-SPECIFIC USE PERMIT (B).DWG
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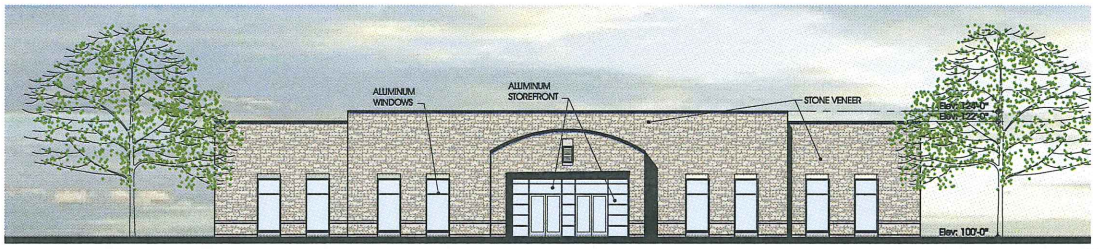
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

PRELIMINARY

5.2663 ACRES
TRACTS3A(2) & 4A
LOCATED IN THE CITY OF FRISCO, TEXAS
AND BEING OUT OF THE
M.E.P. & P.R.R. CO. SURVEY, ABSTRACT No. 920 AND
JOHN BALCH SURVEY, ABSTRACT No. 114
DENTON COUNTY, TEXAS

ARCHITECTUR
SCOTT MARTSOLF - ARCHITECT

410 East 6 th Street
Fort Worth, Texas 76102

Phone: (817) 820-0005
Fax: (817) 820-0008

FRIENDSHIP CHURCH

NEW CHURCH CAMPUS

FRISCO, TEXAS

NOT FOR CONSTRUCTION

Drawing Title: EXTERIOR ELEVATIONS	
Project No. 1106	Date: 5-14-12
	Sheet No. A-1

AGENDA ITEM #38.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

From: **Joel Fitts, P.E., Senior Traffic Engineer**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **July 31, 2012**

Subject: **Consider and act upon an Amendment to Ordinance 11-12-54 to establish modified Reduced Speed School Zones and times on identified streets within the City of Frisco**

Action Requested: Staff requests that City Council consider and act upon an Amendment to Ordinance 11-12-54 to establish new Reduced Speed School Zone times on identified streets within the City of Frisco.

Background Information: In January 2006, the City Council adopted Ordinance 06-01-06 establishing reduced speed school zones on identified streets within the City of Frisco. During the approval, staff informed City Council that an amendment of the existing Reduced Speed School Zone Ordinance would be brought forth annually to establish new school zones within the City as required by rezoning, new school construction, or new development. The last Ordinance Amendment (11-12-54) was approved by City Council in December 2011 to modify a few of the existing reduced speed school zone segments.

This proposed Amendment to Ordinance 11-12-54 is the annual update for the upcoming 2012-2013 school year. Three new schools will open for the upcoming school year. Nichols Elementary School is located at the intersection of Nichols Trail and Buffalo Trail Road within the Phillips Creek Ranch subdivision. Phillips Elementary School is located at the intersection of Teel Parkway and Little River Drive. Vandeventer Middle School is located on the west side of Independence Parkway adjacent to the new Richwoods subdivision that is currently under construction. To accommodate the new school locations and the rezoning resulting from the new schools, Table 1 summarizes the locations of new or modified reduced speed school zones for the 2012-2013 school year.

Table 1: New School Zone Segments

STREET NAME	SCHOOL	DESCRIPTION	TIME	SPEED (MPH)
Country Ridge Trail	Maus Middle School	From Deerbrook Drive to Coit Road	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Red Rock Canyon Road	Nichols Elementary School	From 141 feet west of the western curb line of Buffalo Trail Road to Buffalo Trail Road	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Buffalo Trail Road	Nichols Elementary School	From Red Rock Canyon Road to Nichols Trail	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Nichols Trail	Nichols Elementary School	From Buffalo Trail Road to 89 feet south of the southern curb line of High Shoals Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
High Shoals Drive	Nichols Elementary/ Pioneer Heritage Middle School	From 234 feet east of eastern curb line of Nichols Trail to the eastern curb line of Twin Falls Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Twin Falls Drive	Nichols Elementary/ Pioneer Heritage Middle School	From 128 feet north of the northern curb line of High Shoals Drive to 799 feet south of the southern curb line of High Shoals Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Teel Parkway	Nichols Elementary/ Pioneer Heritage Middle School	From 234 feet north of the northern curb line of High Shoals Drive (measured along the west side of Teel Parkway) to 316 feet south of the southern curb line of High Shoals Drive (measured along the east side of Teel Parkway)	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Panther Creek Parkway	Phillips Elementary/ Stafford Middle School/ Lone Star High School	From 300 feet west of the western curb line of Teel Parkway (measured along the south side of Panther Creek Parkway) to 260 feet west of the western curb line of Adeline Drive	7:05 AM to 9:05 AM 2:35 PM to 4:45 PM	20
Teel Parkway	Phillips Elementary/ Stafford Middle School/ Lone Star High School	From 990 feet north of the northern curb line of Panther Creek Parkway (measured along the west side of Teel Parkway) to 300 feet south of the southern curb line of Panther Creek Parkway (measured along the east side of Teel Parkway)	7:05 AM to 9:05 AM 2:35 PM to 4:45 PM	20
Teel Parkway	Phillips Elementary/ Stafford Middle School	From 830 feet south of the southern curb line of Little River Drive to 900 feet north of the northern curb line of Little River Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Little River Drive	Phillips Elementary/ Stafford Middle School	From Teel Parkway to Rising Star Boulevard	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20

Rising Star Boulevard	Phillips Elementary/ Stafford Middle School	From 82 feet south of the southern curb line of Koehn Drive to 127 feet south of the southern curb line of High Plains Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
High Plains Drive	Phillips Elementary/ Stafford Middle School	From Rising Star Boulevard to Union Grove Lane	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Union Grove Lane	Phillips Elementary/ Stafford Middle School	From High Plains Drive to 53 feet south of the southern curb line of High Plains Drive (measured along the west side of Union Grove Lane)	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Mill Town Drive	Phillips Elementary/ Stafford Middle School	From High Plains Drive to 122 feet south of the southern curb line of High Plains Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Independence Parkway	Vandeventer Middle School	From 90 feet south of the southern curb line of Kelmscot Drive (measured along the west side of Independence Parkway) to 153 feet north of the northern curb line of Alstone Drive	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20

New School Zone – Maus Middle School

The construction of a new residential development on the north side of Maus Middle School (Ridgeview at Panther Creek subdivision) requires the addition of a reduced speed school zone on Country Ridge Trail, which is shown on Exhibit 1. This new school zone will operate during the middle school zone times. This school zone time modification has been discussed and agreed upon with school officials and the police department. The Maus Middle School campus will be notified of the proposed new reduced speed school zone.

New School Zones – Nichols Elementary School

The new Nichols Elementary School opening in August 2012 will include new school zones near the school on Red Rock Canyon Road, Buffalo Trail Road, and Nichols Trail (See Exhibit 2). The installation of these new reduced speed school zones were discussed and agreed upon with school officials, the police department, and city staff at the monthly safety meetings. The Nichols Elementary School campus will be notified of the new school zones.

New School Zone – Nichols Elementary School/Pioneer Heritage Middle School

The new Nichols Elementary School will also include a new school zone on Teel Parkway north and south of High Shoals Drive that will operate during both the elementary and middle school time zones (See Exhibit 2). The installation of this new reduced speed school zone was discussed and agreed upon with school officials, the police department, and city staff at the monthly safety meetings. The Nichols Elementary School and Pioneer Heritage Middle School campuses will be notified of the new school zone.

Modified School Zones – Nichols Elementary/Pioneer Heritage Middle School

The location of the existing reduced speed school zone limits on High Shoals Drive that currently operates during the middle school zone times is proposed to be extended to the east to include the Nichols Trail intersection (see Exhibit 2). The zone times will also be changed on High Shoals Drive and Twin Falls Drive adjacent to Pioneer Heritage Middle School to operate during both the elementary and middle school zone times. This school zone time modifications have been discussed and agreed upon with school officials and the police department. The Pioneer Heritage Middle School campus will be notified of the proposed zone location change and the time changes for these reduced speed school zones.

Modified School Zone – Phillips Elementary/Stafford Middle/Lone Star High School

The location of the existing reduced speed school zone limits on Panther Creek Parkway and Teel Parkway that currently operates during the middle and high school zone times will not change. However, the zone times will be extended to include the elementary school zone times since Phillips Elementary School students will cross at the Panther Creek Parkway and Teel Parkway intersection to get to and from school within this school zone. This school zone time modification has been discussed and agreed upon with school officials and the police department. The Stafford Middle School and Lone Star High School campuses will be notified of the proposed time changes for this reduced speed school zone.

Modified School Zones– Phillips Elementary/Stafford Middle School

The location of the existing reduced speed school zone limit on Teel Parkway is proposed to be extended south to include the new Phillips Elementary School property. The existing reduced speed school zone limits on Rising Star Boulevard is also proposed to be extended to the north to accommodate the new residential construction on the west side of Rising Star Boulevard and to the south to include the High Plains Drive intersection. Exhibit 3 illustrates the modifications to these existing reduced speed school zone locations. The zone times on Teel Parkway, Rising Star Boulevard and Little River Drive will all be extended to include the elementary school zone times to accommodate the new Phillips Elementary School opening in August 2012. These modifications have been discussed and agreed upon with school officials and the police department. The Stafford Middle School campus will be notified of the proposed zone modifications and time changes for these reduced speed school zones.

New School Zones - Phillips Elementary/Stafford Middle School

The new Phillips Elementary School opening in August 2012 will include new school zones near the school on High Plains Drive, Union Grove Lane, and Mill Town Drive (See Exhibit 3). These new reduced speed school zones will operate during both the elementary and middle school zone times. The installation of these new reduced speed school zones were discussed and agreed upon with school officials, the police department, and city staff at the monthly safety meetings. The Phillips Elementary School and Stafford Middle School campuses will be notified of the new school zones.

New School Zone – Vandeventer Middle School

The new Vandeventer Middle School opening in August 2012 will include a new school zone near the school on Independence Parkway that will operate during the middle school zone times (See Exhibit 4). The installation of this new reduced speed school zone was discussed and agreed upon with school officials, the police department, and city staff at the monthly safety meetings. The Vandeventer Middle School campus will be notified of the new school zone.

Alternatives: The City Council could consider the following alternatives:

- Approval of Amendment to Ordinance 11-12-54 to establish the new reduced speed school zones and recommended modifications to the previously established reduced speed school zones and times on the identified streets within the City of Frisco;
- Send back to staff with direction.

Financial Considerations: The new and modified school zone times and locations will be constructed with existing approved operating funds.

Legal Review: City legal staff has reviewed and approved the Ordinance.

Supporting Documents:

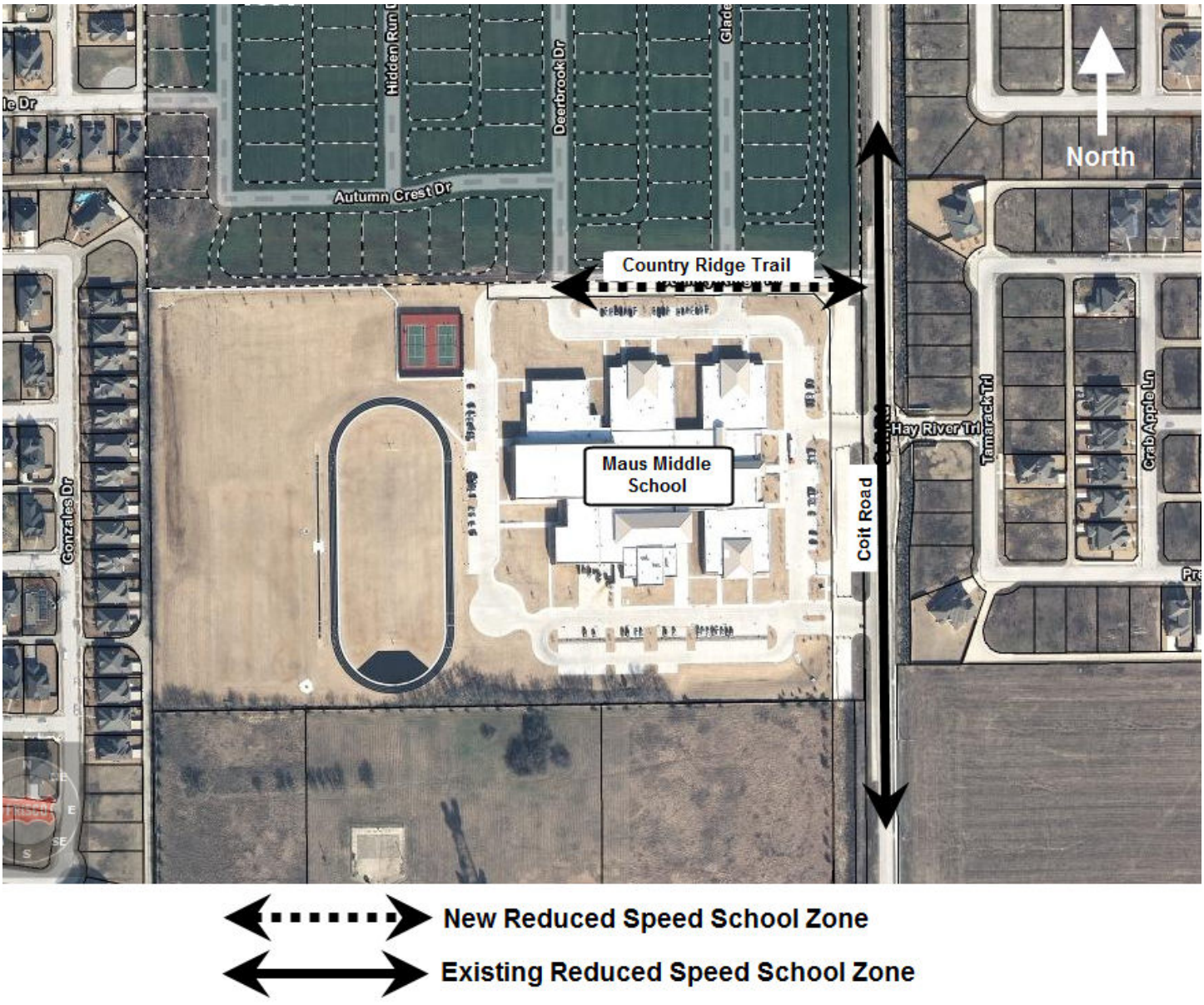
- Location maps of the new and modified school zones (Exhibits 1, 2, 3, and 4)
- Ordinance

Staff Recommendation: Staff recommends approval of the attached Amendment to Ordinance 11-12-54.

Exhibit 1

New Reduced Speed School Zone

Maus Middle School



New Reduced Speed School Zone

Existing Reduced Speed School Zone

Exhibit 2

New and Modified Reduced Speed School Zones

Nichols Elementary School and Pioneer Heritage Middle School

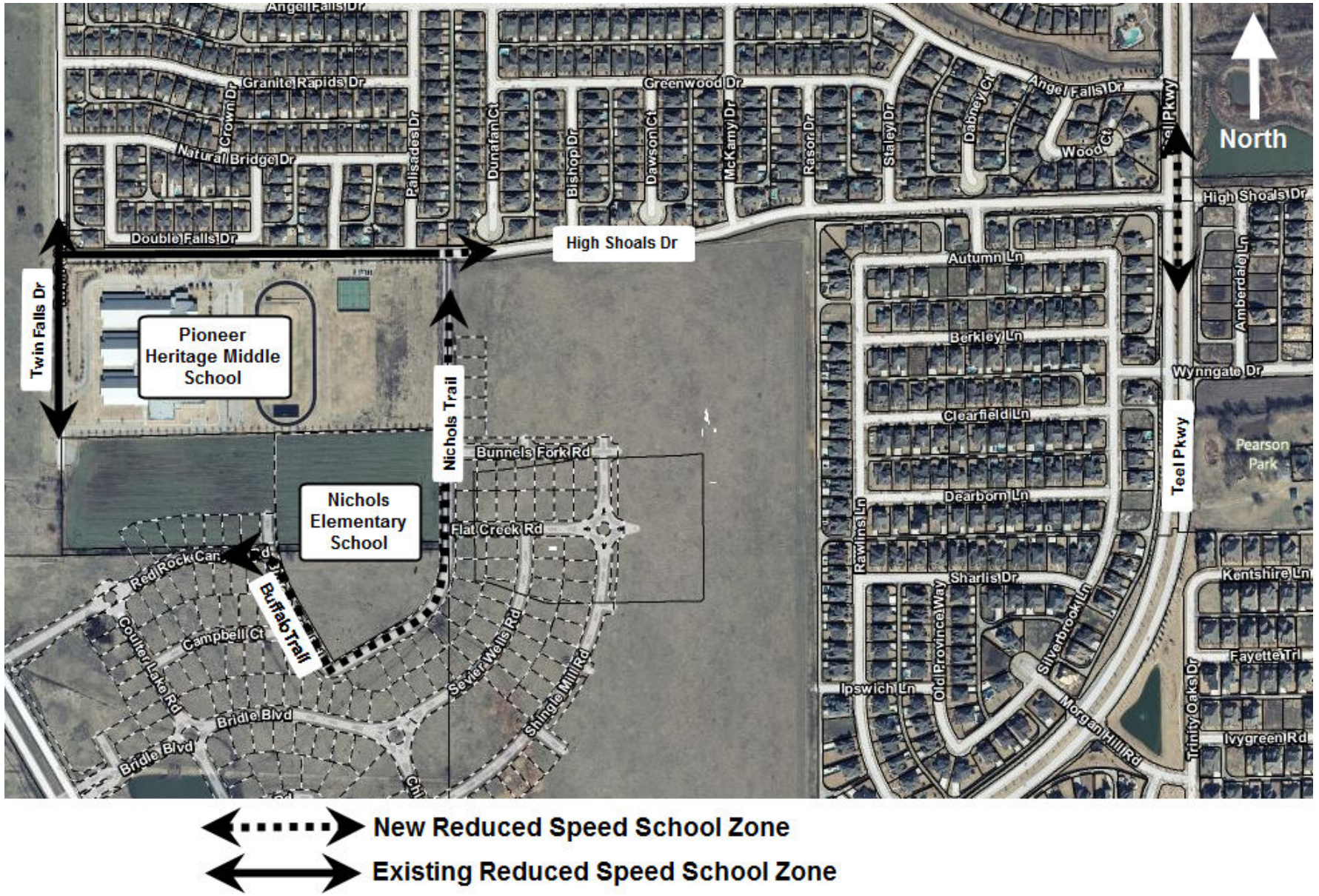


Exhibit 3

New and Modified Reduced Speed School Zones

Phillips Elementary School and Stafford Middle School

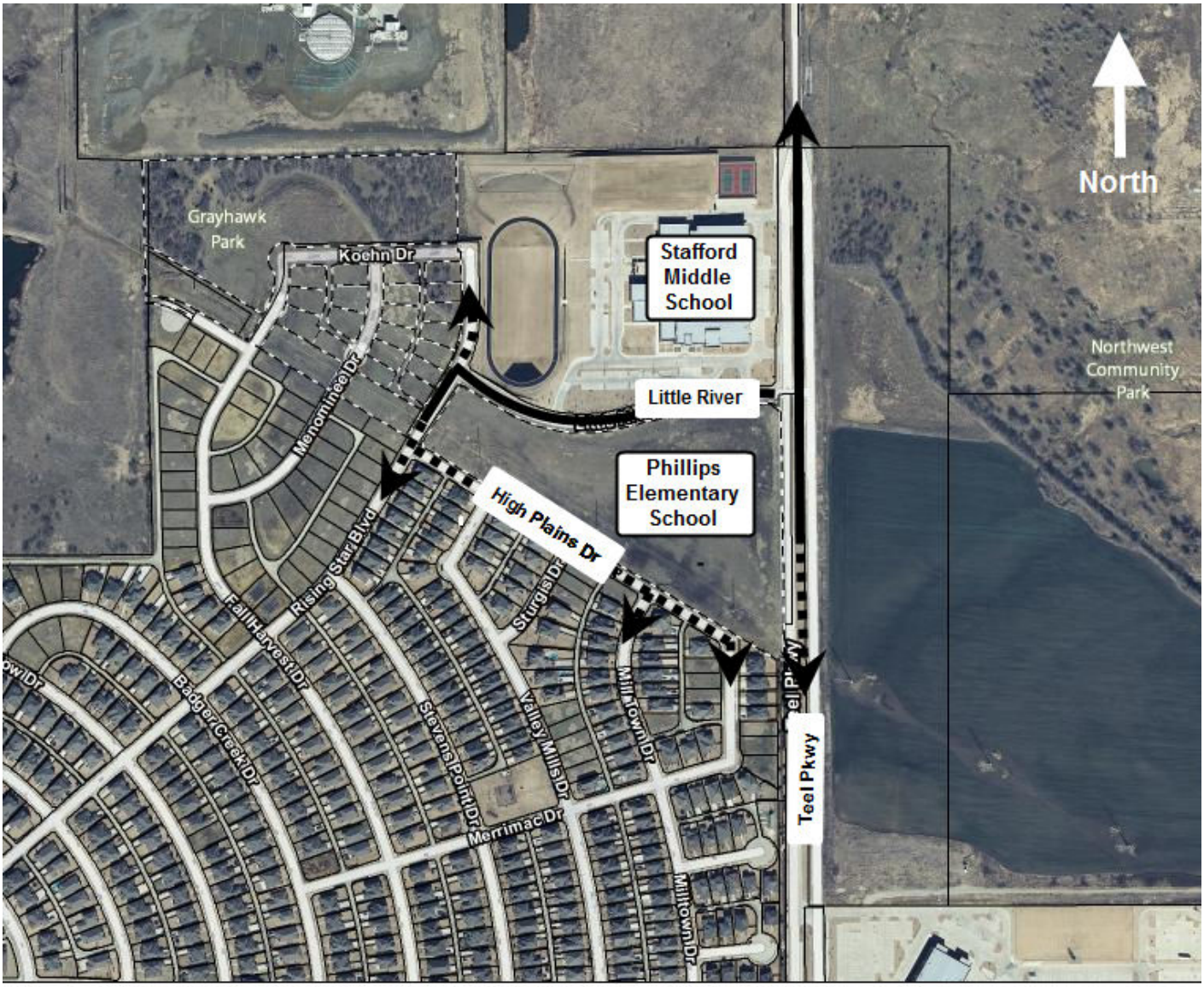
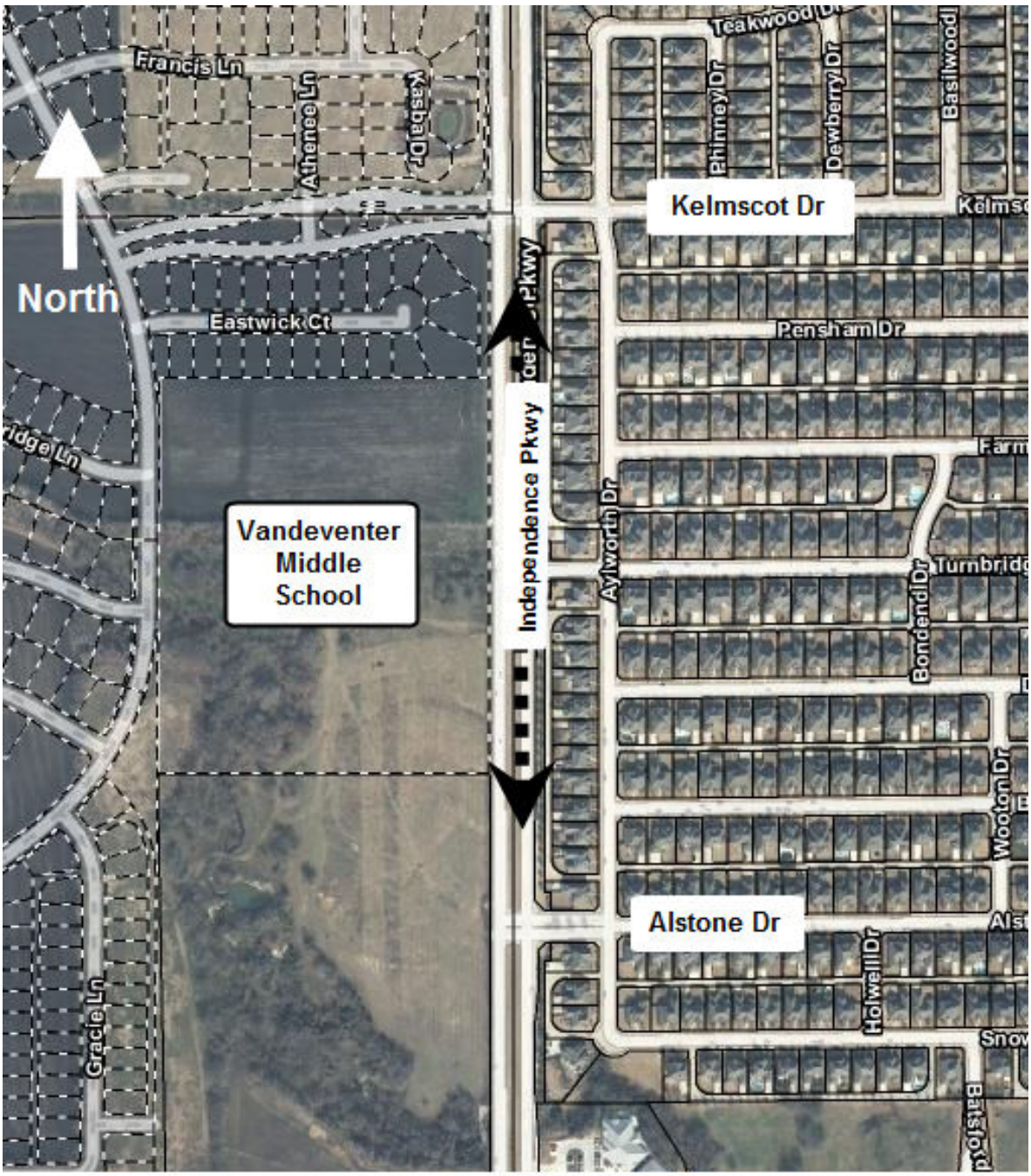


Exhibit 4

New Reduced Speed School Zones

Vandeventer Middle School



CITY OF FRISCO, TEXAS ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING ORDINANCE NO. 11-12-54 (EXHIBIT "A"), ESTABLISHING NEW SCHOOL ZONES TIMES IN THE CITY OF FRISCO, COLLIN/DENTON COUNTY(IES), TEXAS; ESTABLISHING PRIMA FACIE MAXIMUM SPEED LIMITS DURING SCHOOL HOURS IN SUCH ZONE(S); PROVIDING FOR NOTIFICATION OF THE MAXIMUM SPEED LIMIT(S) BY THE INSTALLATION OF SIGNS AND MARKERS TO REGULATE VEHICULAR SPEED ON THE DESIGNATED STREET(S); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, §545.356 of the Texas Transportation Code provides that whenever the governing body of the municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or prudent under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City of Frisco, Texas ("Frisco"), taking into consideration, among other things, the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare reasonable and prudent maximum prima facie speed limits thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, §545.302 of the Texas Transportation Code defines a "school crossing zone" as a reduced speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined and finds that it is necessary for the protection and safety for the pedestrian traffic adjacent to public elementary and secondary schools within Frisco to declare reduced speed school zones on certain public streets adjacent to public elementary and secondary schools within Frisco, Texas, as set forth below.

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

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

SECTION 2: Amendment to Ordinance No. 11-12-54 (Exhibit "A"), Establishment of Reduced Speed School Zones. Ordinance No. 11-12-54 is hereby amended for the sole purpose of establishing new speed school zones times on streets located within Frisco as described in Exhibit "A", attached hereto and incorporated herein for all purposes. Upon the basis of an engineering and traffic investigation, and as authorized by the provisions of, among others, §545.356 of the Texas Transportation Code, the prima facie maximum speed limits for the designated school zones within Frisco shall be as described in Exhibit "A". It shall be unlawful for any person to operate or drive any vehicle at a speed greater than the speed designated or posted, or to overtake or pass any other vehicle in any school zone as may be marked or designated within Frisco during the hours indicated upon signs erected in such zone.

SECTION 3: Placement of Signs. Signs indicating the speed limits provided herein shall be placed at the most advantageous points to be conspicuous to approaching vehicular traffic in accordance with the Texas Uniform Manual on Traffic Control Devices, as amended, promulgated by the Texas Department of Transportation. The signs shall be permanently affixed to a stationery post or other fixed object. The signs shall in no way be obstructed from view and shall comply with applicable state laws. The City Manager, or his/her authorized representative, is authorized and directed to cause to be erected such appropriate signs.

SECTION 4: Savings/Repealing Clause. Ordinance No. 11-12-54 shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance is hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinances, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, 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 6: Penalty Provision. Any person violating Ordinance No. 11-12-54 or this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum of not less than One Dollar ($1.00) nor more than Five Hundred Dollars ($500.00). The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin a violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Effective Date. This Ordinance shall be effective upon its passage and publication as required by law.

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

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorneys

Date of Publication: _____, *Frisco Enterprise*

Exhibit "A"

STREET NAME	SCHOOL	DESCRIPTION	TIME	SPEED (MPH)
Legacy Drive	Allen Elementary	From 400 feet north of the northern curb line of Academy Drive to 87 feet south of the southern curb line of Chippewa Trail	7:05 AM to 8:30 AM 2:30 PM to 4:00 PM	20
Academy Drive	Allen Elementary	From Legacy Drive to 21 feet east of the eastern curb line of Cabazon Drive	7:05 AM to 8:30 AM 2:30 PM to 4:00 PM	20
Cabazon Drive	Allen Elementary	From Academy Drive to Iroquois Drive	7:05 AM to 8:30 AM 2:30 PM to 4:00 PM	20
Iroquois Drive	Allen Elementary	From the end of the pavement that is 129 feet west of the western curb line of Chippewa Trail to 109 feet east of the eastern curb line of Cabazon Drive	7:05 AM to 8:30 AM 2:30 PM to 4:00 PM	20
Chippewa Trail	Allen Elementary	From Iroquois Drive to 85.5 feet south of the southern curb line of Iroquois Drive	7:05 AM to 8:30 AM 2:30 PM to 4:00 PM	20
Baywood Lane	Ashley Elementary	From 143 feet north of the northern curb line of Christopher Lane to Christopher Lane	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Christopher Lane	Ashley Elementary	From 156 feet east of the eastern curb line of Stonebridge Drive to 104 feet west of the western curb line of Covey Point	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Eldorado Parkway	Ashley Elementary	From 371 feet east of the eastern curb line of Singing Brook to 560 feet west of the western curb line of Singing Brook	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Stonebridge Drive	Ashley Elementary	From 631 feet south of the southern curb line of Christopher Lane to Christopher Lane	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Teel Parkway	Bledsoe Elementary	From 365 feet north of the northern curb line of Timber Ridge Drive to 375 feet south of the southern curb line of Timber Ridge Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Timber Ridge Drive	Bledsoe Elementary	From 158 feet east of the eastern curb line of Blazing Star Road to 209 feet east of eastern curb line of Midnight Moon Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Timber Ridge Drive	Bledsoe Elementary	From 215 feet west of western curb line of Teel Pkwy to 247 feet east of eastern curb line of Teel Pkwy	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Jaguar Road	Boals Elementary	From 131 feet east of the eastern curb line of Duesenberg Drive to 85 feet east of the eastern curb line of Mannheim Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Duesenberg Drive	Boals Elementary	From Jaguar Road to 173 feet north of the northern curb line of Jaguar Road	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Roadster Drive	Boals Elementary	From 191 feet north of the northern curb line of Jaguar Drive to Spirit Falls Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Spirit Falls Drive	Boals Elementary	From Roadster Drive to 69 feet east of the eastern curb line of Mannheim Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Swan Lake Drive	Boals Elementary	From 80 feet south of the southern curb line of Talbot Drive to Roadster Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
E Talon Drive	Boals Elementary	From Swan Lake Drive to 115 feet east of the eastern curb line of Carrera Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20

Crestline Drive	Bright Elementary	Extending from Stonebrook Parkway to Woodstream Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Stonebrook Parkway	Bright Elementary	Extending from 194 feet west of the western cub line of Woodstream Drive to 164 feet east of the eastern curb line of Crestline Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Woodstream Drive	Bright Elementary	Extending from Stonebrook Parkway to Crestline Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Legacy Drive	Carroll Elementary	Beginning at a point 953 feet north of the northern curb line of Throne Hall Drive extending to a point 200 feet south of the southern curb line of Throne Hall Drive.	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Throne Hall Drive	Carroll Elementary	From Legacy Drive to Revolution Way	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Revolution Way	Carroll Elementary	Beginning at a point 228 feet south of the northern curb line of Throne Hall Drive extending to a point 195 feet north of the northern curb line of Throne Hall Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Sun King Lane	Carroll Elementary	Beginning at Revolution Way extending 80 feet west of the western curb line of Revolution Way	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Coit Road	Centennial High	From 117 feet north of the northern curb line of Rosedown Lane to 177 feet north of the northern curb line of Rolater Road (measured along the west side of Coit Road)	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20
Rolater Road (Eastbound)	Centennial High	From 1,159 feet east of the eastern curb line of Whittingham Drive (measured along the south side of Rolater Road) to 210 feet east of the eastern curb line of Coit Road (measured along the north side of Rolater Road)	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20
Rolater Road (Westbound)	Centennial High	From 1,336 feet east of the eastern curb line of Whittingham Drive (measured along the south side of Rolater Road) to 210 feet east of the eastern curb line of Coit Road (measured along the north side of Rolater Road)	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20
Huntington Road	Christie Elementary	From 20 feet west of the western curb line of Waimea Street to Kings Ridge Road	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Kings Ridge Road	Christie Elementary	From 141 feet south of the southern curb line of Thames Drive to 319 feet north of the northern curb line of Red Cedar Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Red Cedar Drive	Christie Elementary	From Kings Ridge Road to 193 feet west of the western curb line of Oakleaf Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Teel Parkway	Cobb Middle School	From 518 feet north of the northern curb line of Main Street (measured along the east side of Teel Parkway) to 279 feet south of the southern curb line of Birchridge Drive	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Old Orchard Drive	Cobb Middle School	From 26 feet west of the western curb line of Dickens Lane to Teel Parkway	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Kingfisher Lane	Corbell Elementary	Beginning at Waxwing Way extending to 199 feet east of the eastern curb line of Waxwing Way	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20

Laramie Lane	Corbell Elementary	Beginning at the eastern curb line of Monarch Drive extending to 72 feet west of the western curb line of Outpost Trail	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Bent Creek Trail	Corbell Elementary	From Smotherman Road to 200 feet north of the northern curb line of Smotherman Road	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Monarch Drive	Corbell Elementary	From Smotherman Road to Laramie Lane	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Smotherman Road	Corbell Elementary	Beginning 326 feet west of the western curb line of Bent Creek Trail extending to 96 feet east of the eastern curb line of Monarch Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Waxwing Way	Corbell Elementary	From Kingfisher Lane to 225 feet south of the southern curb line of Kingfisher Lane	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Greensboro Drive	Curtsinger Elementary	From Jereme Trail to 153 feet north of the northern curb line of Manchester Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Jereme Trail	Curtsinger Elementary	From 29 feet east of the eastern curb line of Greensboro Drive to 89 feet west of the western curb line of Wilmington Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Manchester Drive	Curtsinger Elementary	From Norfolk Lane to Greensboro Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Marrietta Drive	Curtsinger Elementary	From Manchester Drive to 182 feet north of the northern curb line of Manchester Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Norfolk Lane	Curtsinger Elementary	From 268 feet north of Manchester Drive to Jereme Trail	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
La Mesa Drive	Fisher Elementary	From 49 feet north of the northern curb line of Spindletop Trail to Old Orchard	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Old Orchard Road	Fisher Elementary	From 117 feet west of the western curb line of Tanyard Lane to The Trails Parkway	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Spindle Top Trail	Fisher Elementary	From 187 feet east of the eastern curb line of Santa Fe Trail to La Mesa Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
The Trails Parkway	Fisher Elementary	From 64 feet north of the northern curb line of Eastland Drive to 70 feet east of the eastern curb line of Rio Blanco Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Parkwood Boulevard	Frisco High	From 193 feet north of the northern curb line of Stonebrook Parkway to 218 feet south of the southern curb line of Chapel Creek Blvd	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20
Stonebrook Parkway	Frisco High	From 149 feet east of the eastern curb line of Parkwood Blvd to 277 feet east of the eastern curb line of Northbound Dallas Parkway	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20
Teel Parkway (Northbound)	Griffin Middle School	From 235 feet south of the southern curb line of Overhill Drive to 484 feet north of the northern curb line of Overhill Drive	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Teel Parkway (Southbound)	Griffin Middle School	From 235 feet south of the southern curb line of Overhill Drive to 447 feet north of the northern curb line of Overhill Drive	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Coit Road	Gunstream Elementary/ Wester Middle School	Extending from 400 feet south of the south curb line of Canoe Road to 494 feet north of the north curb line of Canoe Road	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20

Canoe Road	Gunstream Elementary / Wester Middle School	From 47 feet west of the western curb line of Ship Street to 34 feet east of the eastern curb line of Clipper Street	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Creekwood Drive	Gunstream Elementary / Wester Middle School	From Inlet Street to 40 feet east of the eastern curb line of Ravenhill Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Inlet Street	Gunstream Elementary / Wester Middle School	From Creekwood Drive to 77 feet north of the northern curb line of Harbor Road	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Rockyridge Drive	Gunstream Elementary / Wester Middle School	Extending from Creekwood Drive to 115 feet south of the south curb line of Shepherds Hill Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Shepherds Hill Drive	Gunstream Elementary / Wester Middle School	Extending from Rocky Ridge Drive to 246 feet west of the western curb line of Milestone Ridge Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Hillcrest Road	Gunstream Elementary / Wester Middle School	From 200 feet south of the southern curb line of Brandenberg Drive extending to a point 186 feet north of the northern curb line of Brandenberg Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Rolater Road (Eastbound)	Gunstream Elementary/ Wester Middle School/Centennial High School	From 282 feet west of the western curb line of Whittingham Drive to 606 feet east of the eastern curb line of Whittingham Drive (measured along the south side of Rolater Road)	7:05 AM to 9:05 AM 2:35 PM to 4:45 PM	20
Rolater Road (Westbound)	Gunstream Elementary/ Wester Middle School/Centennial High School	From 150 feet west of the western curb line of Whittingham Drive to 754 feet east of the eastern curb line of Whittingham Drive (measured along the north side of Rolater Road)	7:05 AM to 9:05 AM 2:35 PM to 4:45 PM	20
Eldorado Parkway	Heritage High School	From 73.5 feet east of the eastern curb line of Fragrant Drive (measured along the north side of Eldorado Parkway) to 568 feet east of the eastern curb line of Ward Drive (measured along the south side of Eldorado Parkway)	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20
Compass Drive	Hicks Elementary	From 103 feet south of the southern curb line of Loma Alta Drive to 200 feet north of the northern curb line of Ridgeland Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Lakehill Blvd	Hicks Elementary	From 412 feet east of the eastern curb line of Compass Drive to Compass Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Mira Vista Drive	Hicks Elementary	From 156 feet west of the western curb line of Ridgeland Drive to 178 feet east of the eastern curb line of Ridgeland Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Ridgeland Drive	Hicks Elementary	From Compass Drive to 126 feet south of the southern curb line of Mira Vista Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Legendary Road	Hunt Middle School	From 447 feet north of the northern curb line of Stockard Drive to 729 feet south of the southern curb line of Lebanon Road	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20

Lebanon Road	Hunt Middle School	From 236 feet west of the western curb line of Legendary Drive to 254 feet east of the eastern curb line of Legendary Drive	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Daneway Drive	Isbell Elementary	From Maltby Drive to 81 feet east of the eastern curb line of Tarlton Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Maltby Drive	Isbell Elementary	From Daneway Drive to 535 feet north of the northern curb line of Daneway Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Rolater Road	Liberty High School	Beginning 116 feet east of the eastern curb line of Bendbrook Drive extending to a point 259 feet east of the eastern curb line of Valley Brook Drive (measured along the north side of Rolater Road)	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20
Valleybrook Lane	Liberty High School	Beginning at a point 268 feet south of the southern curb line of Rolater Road extending 961 feet north of the northern curb line of Rolater Road	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20
Coit Road	Maus Middle School	From 712 feet south of the southern curb line of Hay River Trail to 325 feet north of the southern curb line of Country Ridge Trail	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Country Ridge Trail	**Maus Middle School**	**From Deerbrook Drive to Coit Road**	**7:30 AM to 8:30 AM 3:30 PM to 4:30 PM**	**20**
Red Rock Canyon Road	**Nichols Elementary School**	**From 141 feet west of the western curb line of Buffalo Trail Road to Buffalo Trail Road**	**7:05 AM to 8:05 AM 2:35 PM to 3:35 PM**	**20**
Buffalo Trail Road	**Nichols Elementary School**	**From Red Rock Canyon Road to Nichols Trail**	**7:05 AM to 8:05 AM 2:35 PM to 3:35 PM**	**20**
Nichols Trail	**Nichols Elementary School**	**From Buffalo Trail Road to 89 feet south of the southern curb line of High Shoals Drive**	**7:05 AM to 8:05 AM 2:35 PM to 3:35 PM**	**20**
High Shoals Drive	**Nichols Elementary/ Pioneer Heritage Middle School**	**From 234 feet east of eastern curb line of Nichols Trail to the eastern curb line of Twin Falls Drive**	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	20
Twin Falls Drive	**Nichols Elementary/ Pioneer Heritage Middle School**	**From 128 feet north of the northern curb line of High Shoals Drive to 799 feet south of the southern curb line of High Shoals Drive**	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	**20**
Teel Parkway	**Nichols Elementary/ Pioneer Heritage Middle School**	**From 234 feet north of the northern curb line of High Shoals Drive (measured along the west side of Teel Parkway) to 316 feet south of the southern curb line of High Shoals Drive (measured along the east side of Teel Parkway)**	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	**20**
Altamont Drive	Pink Elementary / Griffin Middle School	From the northern curb line of Overhill Drive to 176 feet south of the southern curb line of Overhill Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Lenox Lane	Pink Elementary / Griffin Middle School	From 296 feet south of the southern curb line of Veneto Drive to 160 feet north of the northern curb line of Siena Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Overhill Drive	Pink Elementary / Griffin Middle School	From 132 feet east of the eastern curb line of Westlawn Lane (measured along the south side of Overhill Drive) to Lenox Lane	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20

Veneto Drive	Pink Elementary / Griffin Middle School	From 331 feet east of the eastern curb line of Lenox Lane to Lenox Lane	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Panther Creek Parkway	**Phillips Elementary/ Stafford Middle School/ Lone Star High School**	From 300 feet west of the western curb line of Teel Parkway (measured along the south side of Panther Creek Parkway) to 260 feet west of the western curb line of Adeline Drive	**7:05 AM to 9:05 AM 2:35 PM to 4:45 PM**	20
Teel Parkway	**Phillips Elementary/ Stafford Middle School/ Lone Star High School**	From 990 feet north of the northern curb line of Panther Creek Parkway (measured along the west side of Teel Parkway) to 300 feet south of the southern curb line of Panther Creek Parkway (measured along the east side of Teel Parkway)	**7:05 AM to 9:05 AM 2:35 PM to 4:45 PM**	20
Teel Parkway	**Phillips Elementary/ Stafford Middle School**	**From 830 feet south of the southern curb line of Little River Drive to 900 feet north of the northern curb line of Little River Drive**	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	20
Little River Drive	**Phillips Elementary/ Stafford Middle School**	From Teel Parkway to Rising Star Boulevard	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	20
Rising Star Boulevard	**Phillips Elementary/ Stafford Middle School**	**From 82 feet south of the southern curb line of Koehn Drive to 127 feet south of the southern curb line of High Plains Drive**	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	20
High Plains Drive	**Phillips Elementary/ Stafford Middle School**	**From Rising Star Boulevard to Union Grove Lane**	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	20
Union Grove Lane	**Phillips Elementary/ Stafford Middle School**	**From High Plains Drive to 53 feet south of the southern curb line of High Plains Drive (measured along the west side of Union Grove Lane)**	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	20
Mill Town Drive	**Phillips Elementary/ Stafford Middle School**	**From High Plains Drive to 122 feet south of the southern curb line of High Plains Drive**	**7:05 AM to 8:30 AM 2:35 PM to 4:30 PM**	20
Teel Parkway	Purefoy Elementary School	From 186 feet north of the northern curb line of Del Largo Way to 231 feet south of the southern curb line of Eldorado Parkway (measured along the west side of Teel Parkway)	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Independence Parkway	Roach Middle School	From 942 feet south of the southern curb line of George Washington Drive to the City limits	7:30 AM to 9:05 AM 3:30 PM to 4:45 PM	20
Fisher Road	Rogers Elementary	From 183 feet east of the eastern curb line of Prescott Circle to 117 feet east of the eastern curb line of Whispering Pines Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Meadow Hill Drive	Rogers Elementary	From 338 feet west of the western curb line of Rogers Road to 16 feet east of the eastern curb line of Crestview Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20

Rogers Road	Rogers Elementary	From Meadow Hill Drive to 394 feet north of the northern curb line of Fisher Road	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Honey Grove Drive	Sem Elementary	Beginning at Yoakum Drive extending 285 feet south of the southern curb line of Beeville Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Yoakum Drive	Sem Elementary	Beginning 296 feet east of the eastern curb line of Capstone Drive extending to the western curb line of Kemah Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Hillcrest Road	Shawnee Trail Elementary	From 163 feet north of the northern curb line of Preston Vineyard Drive to 397 feet south of the southern curb line of Preston Vineyard Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Preston Vineyard Drive	Shawnee Trail Elementary	From Hillcrest Road to 211 feet west of the western curb line of Napa Valley Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Angel Falls Drive	Sparks Elementary	From 765 feet east of the eastern curb line of Otis Drive to Otis Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Kingston Lane	Sparks Elementary	From 77 feet north of the northern curb line of Olympic Drive to Olympic Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Olympic Drive	Sparks Elementary	From Turnberry Drive to Kingston Lane	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Otis Drive	Sparks Elementary	From Angel Falls Drive to 303 feet north of the northern curb line of Angel Falls Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Turnberry Drive	Sparks Elementary	From Olympic Drive to 82 feet north of the northern curb line of Olympic Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Twin Falls Drive	Sparks Elementary	From 105 feet north of the northern curb line of Granite Rapids Drive to 95 feet north of the northern curb line of Idlewild Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Wade Boulevard (Eastbound)	Spears Elementary	From 258 ft west of the western curb line of Mateo Way to 1337 ft west of the western curb line of Mateo Way	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Wade Boulevard (Westbound)	Spears Elementary	From 164 ft west of the western curb line of Mateo Way to 1117 ft west of the western curb line of Mateo Way	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Colby Drive	Smith Elementary/ Clark Middle School	From 117 feet south of the southern curb line of Sean Drive to Lebanon Road	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Hillcrest Road (Northbound)	Smith Elementary/ Clark Middle School	From 342 feet north of the northern curb line of Lebanon Road to 260 feet south of the southern curb line of Lebanon Road	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Hillcrest Road (Southbound)	Smith Elementary/ Clark Middle School	From 342 feet north of the northern curb line of Lebanon Road to 101 feet south of the southern curb line of Lebanon Road	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Lebanon Road	Smith Elementary/ Clark Middle School	From 109 feet west of the western curb line of Colby Drive to 136 feet east of the eastern curb line of Ruth Borchardt Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Lebanon Road (Eastbound)	Smith Elementary/ Clark Middle School	From 310 feet west of the western curb line of Hillcrest Road to 128 feet east of the eastern curb line of Hillcrest Road	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20

Lebanon Road (Westbound)	Smith Elementary/ Clark Middle School	From 202 feet west of the western curb line of Hillcrest Road to 134 feet east of the eastern curb line of Hillcrest Road	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Ruth Borchardt Drive	Smith Elementary/ Clark Middle School	From Lebanon Road to Sean Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Sean Drive	Smith Elementary/ Clark Middle School	From 231 feet west of the western curb line of Colby Drive to 136 feet east of the eastern curb line of Ruth Borchardt Drive	7:05 AM to 8:30 AM 2:35 PM to 4:30 PM	20
Fifth Street	Staley Middle School	From 76 feet north of the northern asphalt roadway edge of Walnut Street to Maple Street	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
First Street	Staley Middle School	From 736 feet west of the western curb line of North County Road to North County Road	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Fourth Street	Staley Middle School	From asphalt roadway edge of Maple Street to 62 feet north of the northern curb line of Beech Street	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Maple Street	Staley Middle School	From western curb line of North County Road to 147 west of eastern edge of sidewalk along 4th Street	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
North County Road	Staley Middle School	From 30 feet south of the southern curb line of McKinney Road to 31 feet south of the southern curb line of Meadow Hill Drive	7:30 AM to 8:30 AM 3:30 PM to 4:30 PM	20
Toffenham Drive	Tadlock Elementary	From 157 feet northeast of the eastern curb line of Wolfsnare Drive to 89 feet northeast of the eastern curb line of Waterside Lane	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Godfrey Drive	Tadlock Elementary	From 180 feet south of the southern curb line of Wilton Drive to Toffenham Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Wilton Drive	Tadlock Elementary	From 160 feet east of the eastern curb line of Pennywise Drive to 196 feet east of the eastern curb line of Godfrey Drive	7:05 AM to 8:05 AM 2:35 PM to 3:35 PM	20
Independence Parkway	**Vandeventer Middle School**	**From 90 feet south of the southern curb line of Kelmscot Drive (measured along the west side of Independence Parkway) to 153 feet north of the northern curb line of Alstone Drive**	**7:30 AM to 8:30 AM 3:30 PM to 4:30 PM**	**20**
Legacy Drive	Wakeland High School	From 382 feet south of the southern curb line of Andrew Lane to 39 feet north of the northern curb line of Avon Lane	8:05 AM to 9:05 AM 4:05 PM to 4:45 PM	20

AGENDA ITEM #39.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **7/13/2012**

Agenda Caption: **Public Hearing: Annexation Case A12-0004. A proposed voluntary annexation of 463.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± east of FM 423. Neighborhood #51.**

Action Requested: This is the first of two required public hearings for a request for voluntary annexations. The City Council should hold the first public hearing and hear any comments regarding the proposed annexation.

Background Information: This is a voluntary annexation case submitted by Eland Energy. Due to an error on the application and an incorrect legal description provided by the applicant's representative, this annexation request had to be re-advertised for the two public hearings. The property is directly adjacent to the City's corporate limits on the west and is vacant.

Board Review/Citizen Input: The City Council approved the resolution setting the public hearing dates on June 19, 2012. The second public hearing will be held during the next agenda item.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

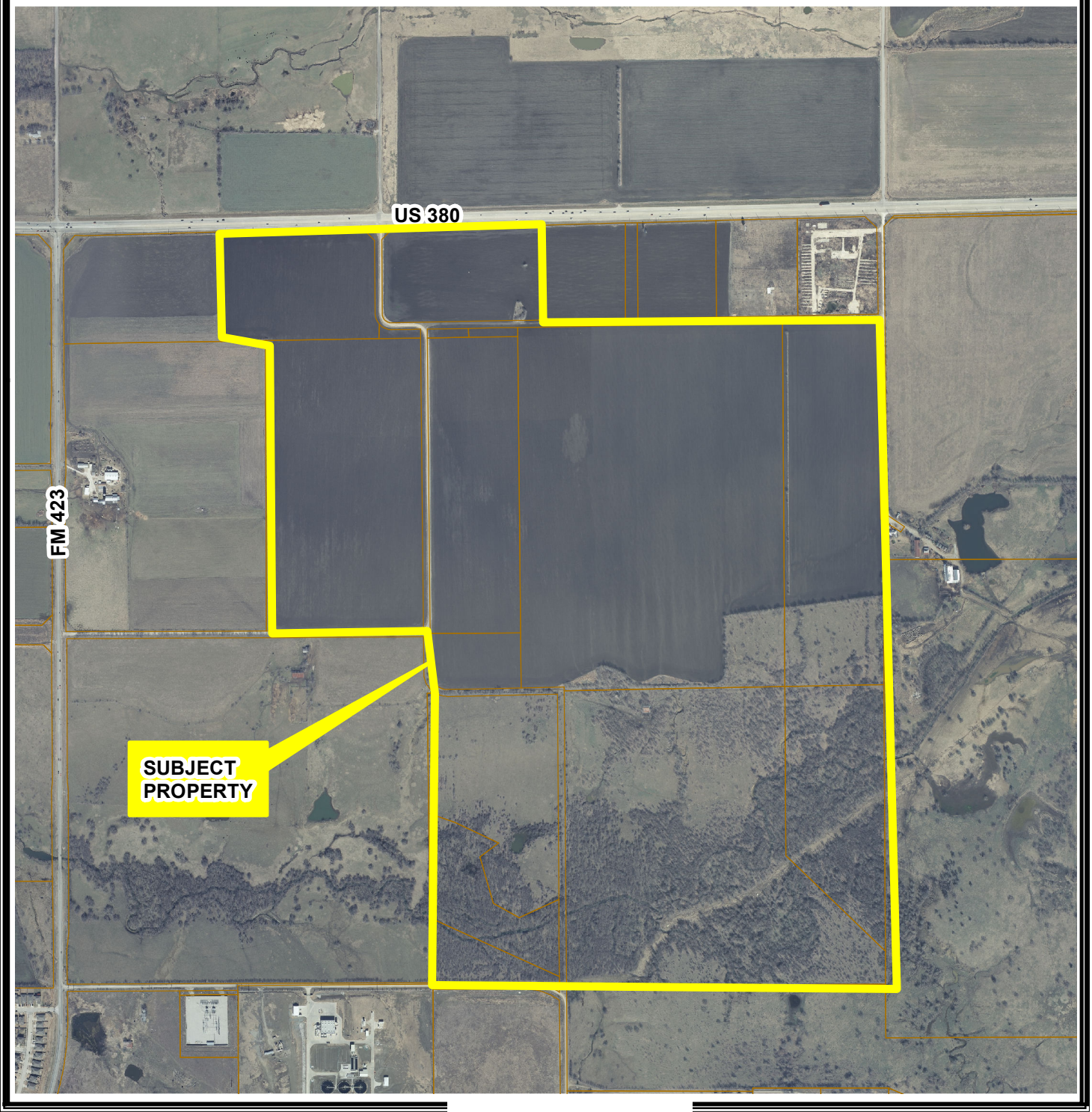
Legal Review: The City Attorney's Office will prepare the annexation ordinance if that is the City Council's direction.

Supporting Documents:

- Location Map

Staff Recommendation: City Council hold the public hearing and hear any comments on the proposed annexation.

A12-0004
Eland Energy Tract



AGENDA ITEM #40.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **7/13/2012**

Agenda Caption: **Public Hearing: Annexation Case A12-0004. A proposed voluntary annexation of 463.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± east of FM 423. Neighborhood #51.**

Action Requested: The City Council should hold the second public hearing and hear any comments regarding the proposed annexation.

Background Information: This is a voluntary annexation case submitted by Eland Energy. Due to an error on the application and an incorrect legal description provided by the applicant's representative, the required two public hearings had to be re-advertised. The property is directly adjacent to the City's corporate limits on the west and is vacant.

Board Review/Citizen Input: The City Council approved the resolution setting the public hearing dates on June 19, 2012. The first public hearing was held during the previous agenda item.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

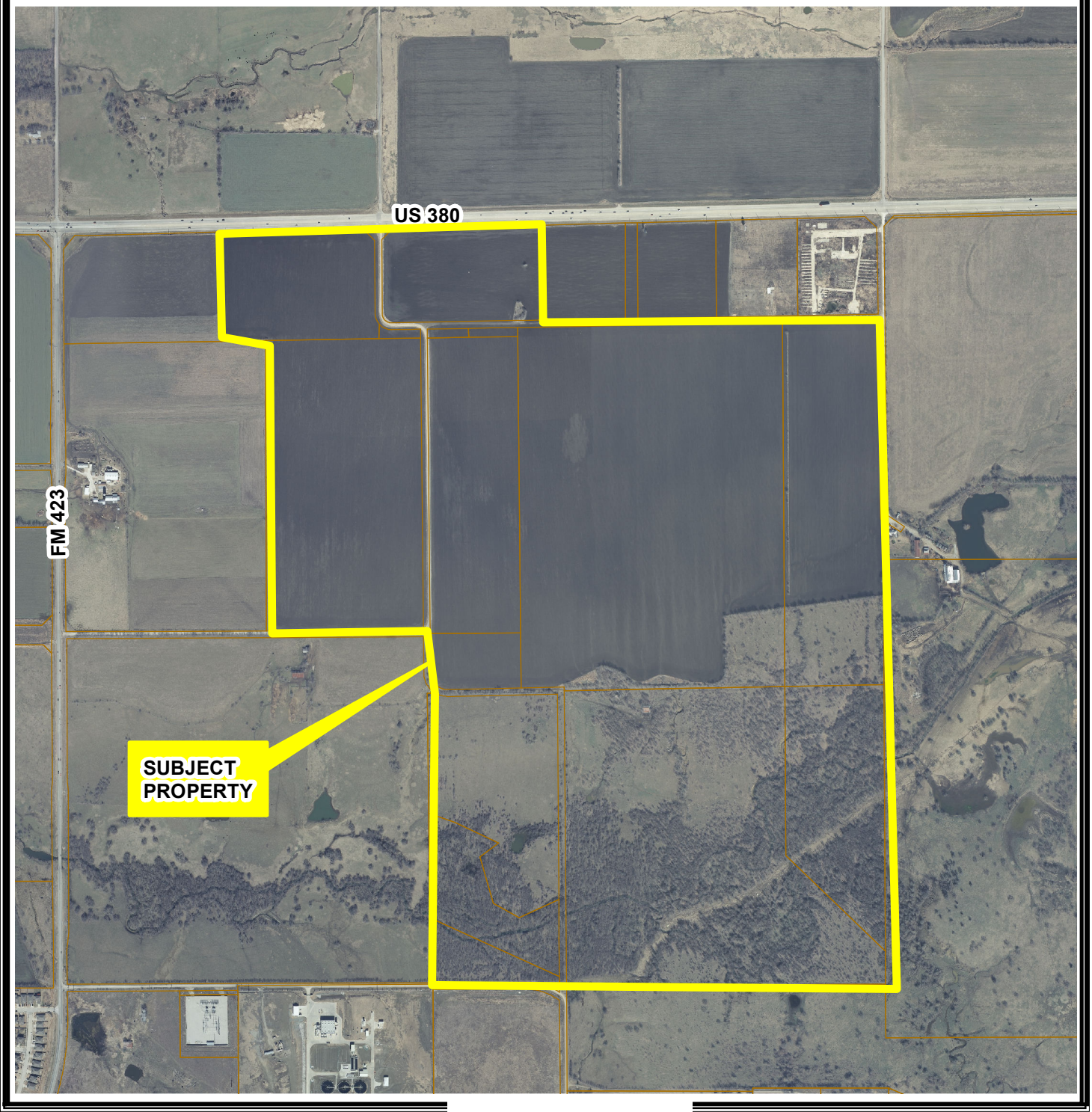
Legal Review: The City Attorney's Office will prepare the annexation ordinance if that is the City Council's direction.

Supporting Documents:

- Location Map

Staff Recommendation: The City Council should hold the public hearing and hear any comments on the proposed annexation.

A12-0004
Eland Energy Tract



AGENDA ITEM #41.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **7/13/2012**

Agenda Caption: **Public Hearing: Zoning Case Z12-0010. A request to amend Planned Development-31 to reconfigure zoning boundaries and reclassify the zoning designations. The property contains 131.9± acres on the north side of State Highway 121 between Legacy Drive and Dallas Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-31-Garden Office/Commercial Office/Commercial Center/Business Center. Neighborhood #34.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to amend a portion of Planned Development-31 to allow for an automobile dealership. In addition to the applicant's request, staff is recommending reclassifying the zoning designations within the Planned Development. The designations included in the PD – Garden Office, Commercial Office, Commercial Center, and Business Center – were never actual zoning districts and therefore do not automatically transition to a new zoning district in the equivalency table in the Zoning Ordinance. They only exist in some older Planned Developments.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their June 26, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;

- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated June 27, 2012.
- Staff report.
- Location Map
- Exhibits

Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

June 27, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, June 26, 2012

Public Hearing - Zoning: Luxury Auto Addition (Z12-0010)
Owner(s): Multiple Property Owners

Description:
A request to amend Planned Development-31 to reconfigure the zoning boundaries and reclassify the zoning designations. The property contains 131.9± acres on the north side of State Highway 121 between Legacy Drive and Dallas Parkway. Zoned Planned Development-31-Garden Office/Commercial Office/Commercial Center/Business Center. Neighborhood #34. MW

Result/Action:

Approved: 5-0 (Hamilton absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to the following development standards:

Exhibit B
Development Standards

1.0 Tract A – Office-1
- 1.1 Permitted Uses – In accordance with the Office-1 Zoning District with the following additional use:
  - 1.1.1 Retail/Service, Incidental
- 1.2 Front Yard – Twenty (20) feet.
- 1.3 Side Yard – Ten (10) feet.

1.4 Rear Yard – Twenty (20) feet, however, no office building shall be constructed nearer than 75 feet from the rear property line as shown on Exhibit A.
1.5 Maximum Lot Coverage – Forty (40%) percent.

2.0 Tract B – Retail
2.1 Permitted Uses – In accordance with the Retail Zoning District, including all uses permitted in Tract A.
2.2 Front Yard – Twenty (20) feet.
2.3 Side Yard – Ten (10) feet.
2.4 Rear Yard – Twenty (20) feet, however, no building shall be constructed nearer than 75 feet from the rear property line as shown on Exhibit A.

3.0 Tracts C and D – Highway
3.1 Permitted Uses – In accordance with the Highway Zoning District with the following additional uses:
3.1.1 All uses permitted in Tracts A and B.
3.1.2 Automobile Sales/Leasing, New
3.2 Side Yard – Ten (10) feet
3.3 Rear Yard – Twenty-five (25) feet.

4.0 General Conditions
4.1 Building Height in relation to the Stonebriar Creek Subdivision
4.1.1 Within 75 feet as shown on Exhibit A – No buildings allowed.
4.1.2 Within 200 feet as shown on Exhibit A – One Story, not to exceed 22 feet in height.
4.1.3 Within 300 feet, as shown on Exhibit A – Two Story, not to exceed 32 feet in height.
4.1.4 Beyond 300 feet, as shown on Exhibit A – Four Story, or 48 feet in height. From this point, a building's height may increase one-foot (1') for every two feet (2') beyond the Stonebriar Creek Subdivision.
4.2 Buildings located within 75 to 200 feet of the common property line of the Stonebriar Creek Subdivision must have a pitched roof.

Final approval requires action by the City Council.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

June 26, 2012

Public Hearing - Zoning: Luxury Auto Addition (Z12-0010)
Owner(s): Multiple Property Owners

DESCRIPTION:

A request to amend Planned Development-31 to reconfigure the zoning boundaries and reclassify the zoning designations. The property contains 131.9± acres on the north side of State Highway 121 between Legacy Drive and Dallas Parkway. Zoned Planned Development-31-Garden Office/Commercial Office/Commercial Center/Business Center. Neighborhood #34. MW

HISTORY:

Ordinance No. 86-05-04 – City Council adopted Ordinance No. 86-05-04 on May 5, 1986, which established the Planned Development.

Ordinance No. 02-04-47 – City Council adopted Ordinance No. 02-04-47 on April 16, 2002, amending the Planned Development regarding screening requirements.

CASE OVERVIEW:

The Van Tuyl Auto Group has submitted an application to amend a portion of Planned Development-31 to allow for an automobile dealership. In addition to the requested amendment to the Planned Development, staff is recommending reclassifying the zoning designations within the Planned Development. The designations included in the PD – Garden Office, Commercial Office, Commercial Center, and Business Center – were never actual zoning districts and therefore do not automatically transition to a new zoning district in the equivalency table in the Zoning Ordinance. These classifications only exist in some older Planned Developments. The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Residential	Agricultural, Planned Development-81-Patio Home, and Planned Development-98-Office-2	Residential
East	Retail	Planned Development-25-Business Center	Mixed-Use Non-Residential
South	City of Plano	Commercial Employment	Major Corridor Development
West	Retail/Mixed Use	Planned Development-178-Mixed Use	Mixed-Use Non-Residential

The 2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan identifies floodplain/wetland areas and sensitive habitats in association with the tributary that traverses the eastern portion of the property (adjacent to the David McDavid Honda dealership. The properties adjacent to the sensitive habitats have already been developed.

Future Land Use Plan – The Future Land Use Plan (FLUP) designates Mixed-Use, Non-Residential on the western portion of this property and Retail for the eastern portion of this property. Several parcels in the Mixed-Use designated area have already been developed as office uses and an automobile dealership. The remaining property does not warrant Mixed-Use development as the properties are isolated between existing developments and do not have adequate cross-access possibilities.

Parks, Recreation & Open Space Master Plan – An on-street bike trail is shown along Legacy Drive on the Hike & Bike Trail Master Plan.

Transportation Strategy

- **Thoroughfare Plan –** State Highway 121 and the Dallas North Tollway are adjacent to the property on the south and east. Legacy Drive, a six-lane major thoroughfare, is adjacent to the site on the west.

- **Traffic Impact Analysis** – A Traffic Impact Analysis is not required since the portion of the Planned Development being amended is not large enough to create a change in trip generation.

- **Access** – Access to the development will be provided primarily from State Highway 121, Legacy Drive, and Dallas Parkway. Secondary access will be provided via Town & Country Boulevard and LeBaron Lane.

Existing Utilities

- **Water –** Water lines currently serve this property. Additional service lines will need to be extended into the site at the time of development.
- **Sanitary Sewer –** Sanitary sewer lines currently serve this property. Additional service lines will need to be extended into the site at the time of development.

Schools – The property is within the Frisco Independent School District. Frisco Independent School District has not indicated a need for an additional school on this site.

RECONFIGURATION OF ZONING BOUNDARIES

The applicant is requesting to rezone a 12.9± acre portion of Tract A to Tract D to allow for the storage of automobiles in conjunction with three proposed automobile dealerships along State Highway 121 (see Exhibit A). Automotive Sales (or accessory storage) are not permitted in Tract A of the Planned Development. While the request would change the base zoning of the tract to allow the storage of automobiles, all setbacks associated with the Stonebriar Creek subdivision would still apply to the Planned Development. The applicant has worked with the neighboring property owners regarding screening of the auto dealership as well as detention.

RECLASSIFICATION OF ZONING DESIGNATIONS

Staff is in the process of evaluating many of the old Planned Developments in the city. Many have standards that are outdated or are now covered in the new Zoning Ordinance. Several Planned Developments, including PD-31 contain zoning designations, such as Business Center, and Garden Office, that were never actually zoning districts. Therefore, since this Planned Development is undergoing an amendment, staff wants to take this opportunity to "clean up" PD-31 at this time. ***No non-conforming uses or structures are being created with these changes.*** Also, because of the specific nature of the permitted uses in PD-31, many of the listed uses now fall under a more general category (such as "office" or "retail") and some no longer appear in the use chart. Outlined below are uses that are no longer permitted under the zoning district for each Tract. Changes to the zoning designations are as follows:

Tract A – Garden Office to Office-1 (O-1)

Current Land Use – Tract A-1: Office. Tract A-2: Vacant.

Permitted Uses – The only uses that are listed as permitted uses in the PD that are not allowed in the Office-1 district are:

- Restaurant;
- Studios – art and photo; and
- Incidental retail sales. Incidental retail sales have been added as a permitted use in Tract A of the Planned Development.

Development Standards

Standard	Current PD	Office-1 District	Proposed
Front Yard	20 feet	25 feet	20 feet
Side Yard	10 feet	20/25 feet*	10 feet
Rear Yard	20 feet (75' from Stonebriar Creek)	30 feet*	20 feet (75' from Stonebriar Creek)
Max. Lot Coverage	40%	25%	40%

*Depending on building height and adjacent zoning.

Tract B – Commercial Office to Retail (R)

Current Land Use – Office and Veterinary Clinic

Permitted Uses - The only uses that are listed as permitted uses in the PD that are not allowed in the Retail or Office-1 districts are:

- Office/Showroom;
- Research & Development Center; and
- Regional Theater (having more than 10 screens and a combined seating capacity greater than 2,500)
- Child Day Care - requires SUP

Development Standards

Standard	Current PD	Retail District	Proposed
Front Yard	20 feet	30 feet	20 feet
Side Yard	10 feet	20/25 feet*	10 feet
Rear Yard	20 feet (75' from Stonebriar Creek)	30 feet	20 feet (75' from Stonebriar Creek)

*Depending on building height and adjacent zoning.

Tracts C & D – Commercial Center and Business Center to Highway (H)

Current Land Use – Between Legacy Drive and Leadership Drive: Vacant. From just west of LeBaron Lane to Dallas Parkway: Auto Dealerships.

Permitted Uses - The only uses that are listed as permitted uses in the PD that are not allowed or require an SUP in the Highway, Retail, or Office-1 districts are:

- Automobile Sales/Leasing, New – requires SUP in Highway. This has been added as a permitted use in proposed PD.
- Child Day Care – requires SUP
- Wholesale Warehouse – not permitted
- Boat Sales (now RV Sales/Service) – requires SUP
- Trailer Sales/Rental (now Trailer Rental) – requires SUP

Development Standards

Standard	Current PD	Highway District	Proposed
Side Yard	10 feet	20/25/30*	10 feet
Rear Yard	25 feet	25/30*	25 feet

*Depending on building height and adjacent zoning.

General Conditions

Building Height – The building height and setback restrictions in relation to the Stonebriar Creek subdivision have not changed.

Open Space/Landscape Requirements – Specific open space, landscaping, and screening requirements have been removed from the PD and will revert to the new Zoning Ordinance standards. Specifically, the PD called for 7% open space which is now required in the Zoning Ordinance. The PD also required a six-foot screening wall adjacent to residential properties, unless existing terrain or vegetation influenced the placement of the wall – the Zoning Ordinance now contains several options that are best suited to varying topographical and vegetative conditions.

View easements – Specific "corner clip" easement language has been removed and will revert to current City standards to preserve the public's health, safety and general welfare.

SUMMARY:

The applicant's request to rezone the 13.9± acre portion of Tract A to allow Automobile Sales is consistent with the surrounding development. Staff is in support of the request.

RECOMMENDATION:

Recommended for approval subject to the following development standards:

Exhibit B
Development Standards

1.0 Tract A – Office-1
- 1.1 Permitted Uses – In accordance with the Office-1 Zoning District with the following additional use:
  - 1.1.1 Retail/Service, Incidental
- 1.2 Front Yard – Twenty (20) feet.
- 1.3 Side Yard – Ten (10) feet.
- 1.4 Rear Yard – Twenty (20) feet, however, no office building shall be constructed nearer than 75 feet from the rear property line as shown on Exhibit A.
- 1.5 Maximum Lot Coverage – Forty (40%) percent.

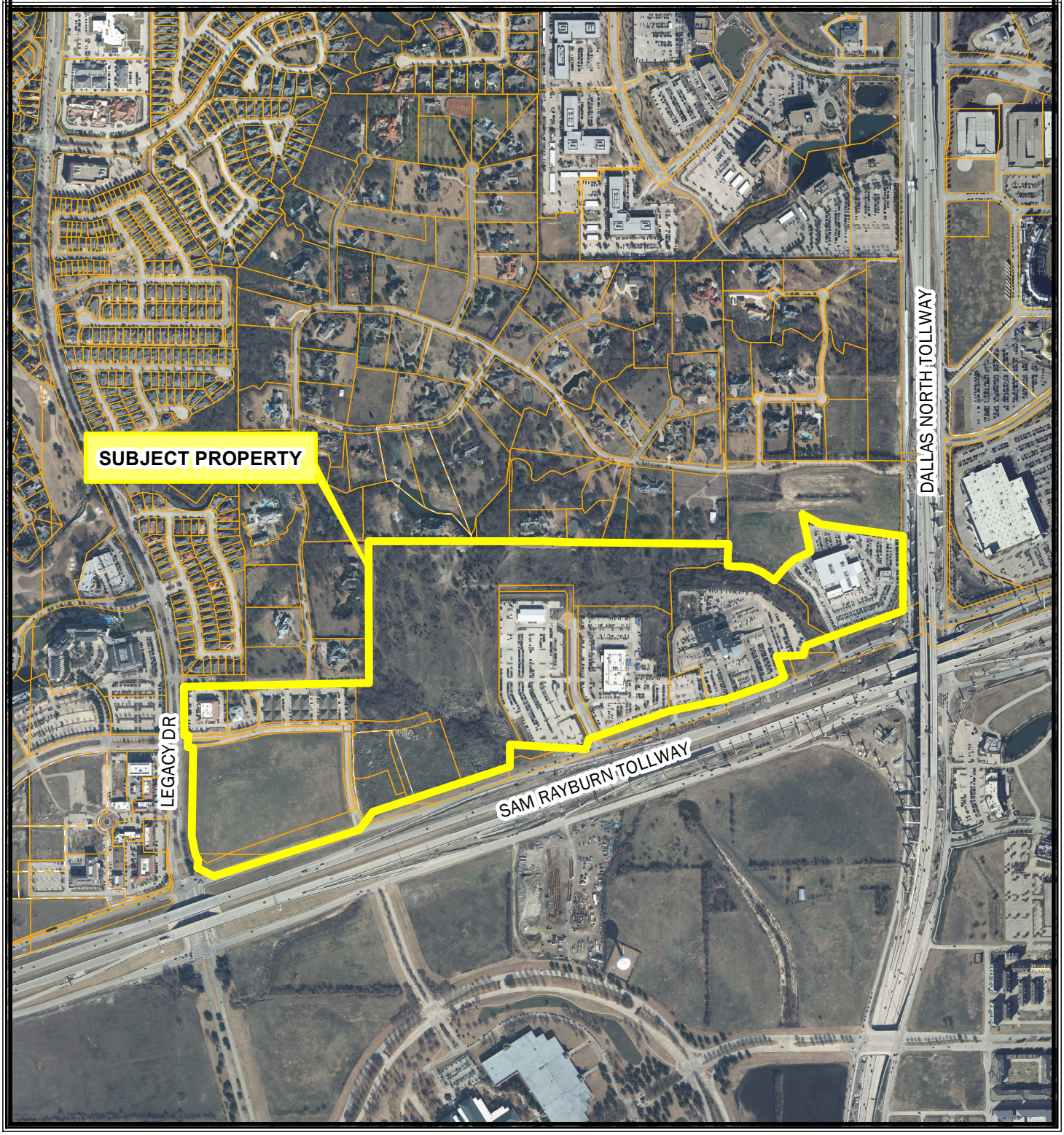
2.0 Tract B – Retail
- 2.1 Permitted Uses – In accordance with the Retail Zoning District, including all uses permitted in Tract A.
- 2.2 Front Yard – Twenty (20) feet.

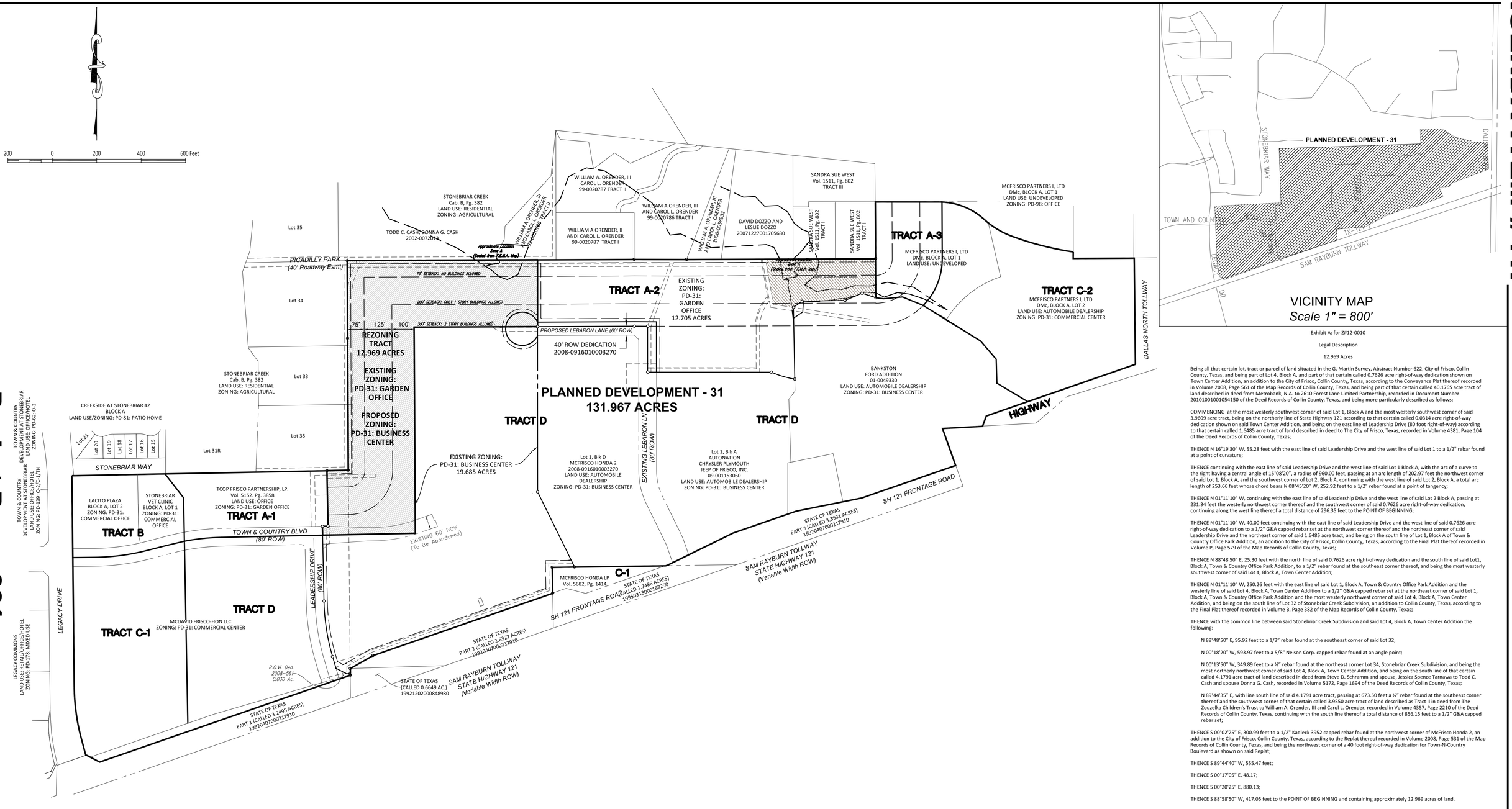
2.3 Side Yard – Ten (10) feet.
2.4 Rear Yard – Twenty (20) feet, however, no building shall be constructed nearer than 75 feet from the rear property line as shown on Exhibit A.

3.0 Tracts C and D – Highway
3.1 Permitted Uses – In accordance with the Highway Zoning District with the following additional uses:
3.1.1 All uses permitted in Tracts A and B.
3.1.2 Automobile Sales/Leasing, New
3.2 Side Yard – Ten (10) feet
3.3 Rear Yard – Twenty-five (25) feet.

4.0 General Conditions
4.1 Building Height in relation to the Stonebriar Creek Subdivision
4.1.1 Within 75 feet as shown on Exhibit A – No buildings allowed.
4.1.2 Within 200 feet as shown on Exhibit A – One Story, not to exceed 22 feet in height.
4.1.3 Within 300 feet, as shown on Exhibit A – Two Story, not to exceed 32 feet in height.
4.1.4 Beyond 300 feet, as shown on Exhibit A – Four Story, or 48 feet in height. From this point, a building's height may increase one-foot (1') for every two feet (2') beyond the Stonebriar Creek Subdivision.
4.2 Buildings located within 75 to 200 feet of the common property line of the Stonebriar Creek Subdivision must have a pitched roof.

Z12-0010
Planned Development-31 Amendment





VICINITY MAP
Scale 1" = 800'

Exhibit A: for Z#12-0010

Legal Description

12.969 Acres

Being all that certain lot, tract or parcel of land situated in the G. Martin Survey, Abstract Number 622, City of Frisco, Collin County, Texas, and being part of Lot 4, Block A, and part of that certain called 0.7626 acre right-of-way dedication shown on Town Center Addition, an addition to the City of Frisco, Collin County, Texas, according to the Conveyance Plat thereof recorded in Volume 2008, Page 561 of the Map Records of Collin County, Texas, and being part of that certain called 40.1765 acre tract of land described in deed from Metrobank, N.A. to 2610 Forest Lane Limited Partnership, recorded in Document Number 20101001001054150 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most westerly southwest corner of said Lot 1, Block A and the most westerly southwest corner of said 3.9609 acre tract, being on the northerly line of State Highway 121 according to that certain called 0.0314 acre right-of-way dedication shown on said Town Center Addition, and being on the east line of Leadership Drive (80 foot right-of-way) according to that certain called 1.6485 acre tract of land described in deed to The City of Frisco, Texas, recorded in Volume 4381, Page 104 of the Deed Records of Collin County, Texas;

THENCE N 16°19'30" W, 55.28 feet with the east line of said Leadership Drive and the west line of said Lot 1 to a 1/2" rebar found at a point of curvature;

THENCE continuing with the east line of said Leadership Drive and the west line of said Lot 1 Block A, with the arc of a curve to the right having a central angle of 15°08'20", a radius of 960.00 feet, passing at an arc length of 202.97 feet the northwest corner of said Lot 1, Block A, and the southwest corner of Lot 2, Block A, continuing with the west line of said Lot 2, Block A, a total arc length of 253.66 feet whose chord bears N 08°45'20" W, 252.92 feet to a 1/2" rebar found at a point of tangency;

THENCE N 01°11'10" W, continuing with the east line of said Leadership Drive and the west line of said Lot 2 Block A, passing at 231.34 feet the westerly northwest corner thereof and the southwest corner of said 0.7626 acre right-of-way dedication, continuing along the west line thereof a total distance of 296.35 feet to the POINT OF BEGINNING;

THENCE N 01°11'10" W, 40.00 feet continuing with the east line of said Leadership Drive and the west line of said 0.7626 acre right-of-way dedication to a 1/2" G&A capped rebar set at the northwest corner thereof and the northeast corner of said Leadership Drive and the northeast corner of said 1.6485 acre tract, and being on the south line of Lot 1, Block A of Town & Country Office Park Addition, an addition to the City of Frisco, Collin County, Texas, according to the Final Plat thereof recorded in Volume P, Page 579 of the Map Records of Collin County, Texas;

THENCE N 88°48'50" E, 25.30 feet with the north line of said 0.7626 acre right-of-way dedication and the south line of said Lot1, Block A, Town & Country Office Park Addition, to a 1/2" rebar found at the southeast corner thereof, and being the most westerly southwest corner of said Lot 4, Block A, Town Center Addition;

THENCE N 01°11'10" W, 250.26 feet with the east line of said Lot 1, Block A, Town & Country Office Park Addition and the westerly line of said Lot 4, Block A, Town Center Addition to a 1/2" G&A capped rebar set at the northeast corner of said Lot 1, Block A, Town & Country Office Park Addition and the most westerly northwest corner of said Lot 4, Block A, Town Center Addition, and being on the south line of Lot 32 of Stonebriar Creek Subdivision, an addition to Collin County, Texas, according to the Final Plat thereof recorded in Volume B, Page 382 of the Map Records of Collin County, Texas;

THENCE with the common line between said Stonebriar Creek Subdivision and said Lot 4, Block A, Town Center Addition the following:

N 88°48'50" E, 95.92 feet to a 1/2" rebar found at the southeast corner of said Lot 32;

N 00°18'20" W, 593.97 feet to a 5/8" Nelson Corp. capped rebar found at an angle point;

N 00°13'50" W, 349.89 feet to a ½" rebar found at the northeast corner Lot 34, Stonebriar Creek Subdivision, and being the most northerly northwest corner of said Lot 4, Block A, Town Center Addition, and being on the south line of that certain called 4.1791 acre tract of land described in deed from Steve D. Schramm and spouse, Jessica Spence Tarnawa to Todd C. Cash and spouse Donna G. Cash, recorded in Volume 5172, Page 1694 of the Deed Records of Collin County, Texas;

N 89°44'35" E, with line south line of said 4.1791 acre tract, passing at 673.50 feet a ½" rebar found at the southeast corner thereof and the southwest corner of that certain called 3.9550 acre tract of land described as Tract II in deed from The Zouzelka Children's Trust to William A. Orender, III and Carol L. Orender, recorded in Volume 4357, Page 2210 of the Deed Records of Collin County, Texas, continuing with the south line thereof a total distance of 856.15 feet to a 1/2" G&A capped rebar set;

THENCE S 00°02'25" E, 300.99 feet to a 1/2" Kadleck 3952 capped rebar found at the northwest corner of McFrisco Honda 2, an addition to the City of Frisco, Collin County, Texas, according to the Replat thereof recorded in Volume 2008, Page 531 of the Map Records of Collin County, Texas, and being the northwest corner of a 40 foot right-of-way dedication for Town-N-Country Boulevard as shown on said Replat;

THENCE S 89°44'40" W, 555.47 feet;

THENCE S 00°17'05" E, 48.17;

THENCE S 00°20'25" E, 880.13;

THENCE S 88°58'50" W, 417.05 feet to the POINT OF BEGINNING and containing approximately 12.969 acres of land.

LEGEND

RF	=	REBAR FOUND
CRS	=	CAPPED REBAR SET
BL	=	BUILDING LINE
UE	=	UTILITY EASEMENT
CRF	=	CAPPED REBAR FOUND
P.O.B.	=	POINT OF BEGINNING
CM	=	CONTROLLING MONUMENT
G&A	=	G&A CONSULTANTS, LLC.
STSE	=	STORM SEWER EASEMENT
MAE	=	MUTUAL ACCESS EASEMENT
SSE	=	SANITARY SEWER EASEMENT
WLE	=	WATER LINE EASEMENT
PE	=	PIPELINE EASEMENT

NOTES:

1. The thoroughfare alignment shown on this exhibit are for illustration purposes only and does not set the final alignment. The alignment is determined at time of final plat.

Zoning Exhibit A for Z#12-0010

PLANNED DEVELOPMENT - 31
131.967 Acres
in the
GARLAND R. MARTIN SURVEY, ABSTRACT NO. 622
CITY OF FRISCO
COLLIN COUNTY, TEXAS

REVISED: 05/29/2012

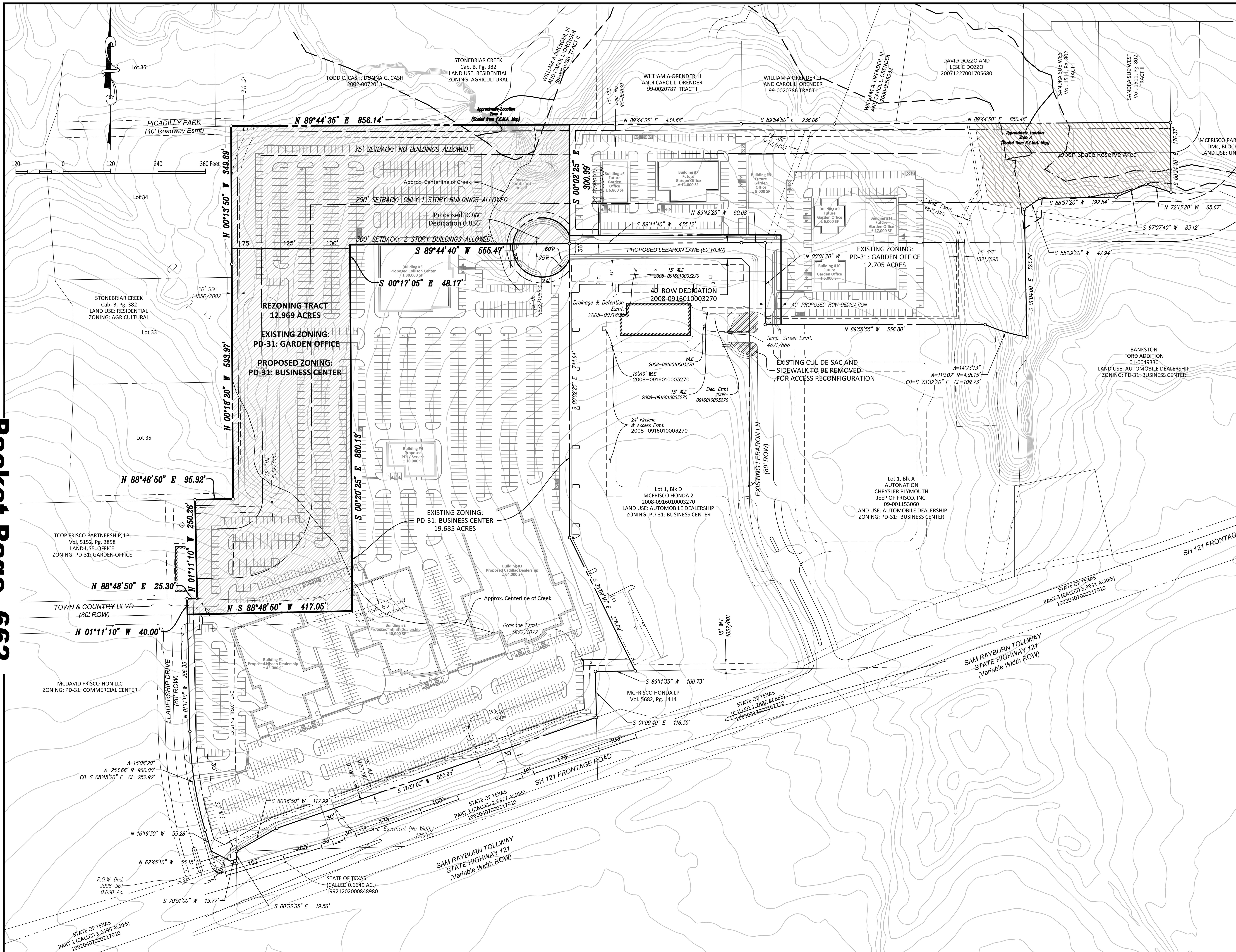
SURVEYOR
G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TX 75057
P: (972)436-9712
F: (972)436-9715
Contact: Mark Paine, RPLS #: 5078

OWNER/APPLICANT
2610 FOREST LANE, LP
8333 ROYAL RIDGE PARKWAY, STE 130
IRVING, TEXAS 75063
P: (972)536-2900
F: (972)536-2901
Contact: Missy Monier

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
611 Dallas Drive, Suite 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043 Firm No. 1798

DRAWN BY: RR DATE: 05/14/2012 SCALE: 1"=200' JOB. No. 10074

File: Z:\2010\10074\Drawings\Zoning\10074 ZE
Plotted: 5/29/2012 3:45 PM, by John Mizwell; Saved: 5/29/2012 3:33 PM, by John



Legal Description

12.969 Acres

Being all that certain lot, tract or parcel of land situated in the G. Martin Survey, Abstract Number 622, City of Frisco, Collin County, Texas, and being part of Lot 4, Block A, and part of that certain called 0.7626 acre right-of-way dedication shown on Town Center Addition, an addition to the City of Frisco, Collin County, Texas, according to the Conveyance Plat thereof recorded in Volume 2008, Page 561 of the Map Records of Collin County, Texas, and being part of that certain called 40.1765 acre tract of land described in deed from Metrobank, N.A. to 2610 Forest Lane Limited Partnership, recorded in Document Number 20101001001054150 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most westerly southwest corner of said Lot 1, Block A and the most westerly southwest corner of said 3.9609 acre tract, being on the northerly line of State Highway 121 according to that certain called 0.0314 acre right-of-way dedication shown on said Town Center Addition, and being on the east line of Leadership Drive (80 foot right-of-way) according to that certain called 1.6485 acre tract of land described in deed to The City of Frisco, Texas, recorded in Volume 4381, Page 104 of the Deed Records of Collin County, Texas;

THENCE N 16°19'30" W, 55.28 feet with the east line of said Leadership Drive and the west line of said Lot 1 to a 1/2" rebar found at a point of curvature;

THENCE continuing with the east line of said Leadership Drive and the west line of said Lot 1 Block A, with the arc of a curve to the right having a central angle of 15°08'20", a radius of 960.00 feet, passing at an arc length of 202.97 feet the northwest corner of said Lot 1, Block A, and the southwest corner of Lot 2, Block A, continuing with the west line of said Lot 2, Block A, a total arc length of 253.66 feet whose chord bears N 08°45'20" W, 252.92 feet to a 1/2" rebar found at a point of tangency;

THENCE N 01°11'10" W, continuing with the east line of said Leadership Drive and the west line of said Lot 2 Block A, passing at 231.34 feet the westerly northwest corner thereof and the southwest corner of said 0.7626 acre right-of-way dedication, continuing along the west line thereof a total distance of 296.35 feet to the POINT OF BEGINNING;

THENCE N 01°11'10" W, 40.00 feet continuing with the east line of said Leadership Drive and the west line of said 0.7626 acre right-of-way dedication to a 1/2" G&A capped rebar set at the northwest corner thereof and the northeast corner of said Leadership Drive and the northeast corner of said 1.6485 acre tract, and being on the south line of Lot 1, Block A of Town & Country Office Park Addition, an addition to the City of Frisco, Collin County, Texas, according to the Final Plat thereof recorded in Volume P, Page 579 of the Map Records of Collin County, Texas;

THENCE N 88°48'50" E, 25.30 feet with the north line of said 0.7626 acre right-of-way dedication and the south line of said Lot1, Block A, Town & Country Office Park Addition, to a 1/2" rebar found at the southeast corner thereof, and being the most westerly southwest corner of said Lot 4, Block A, Town Center Addition;

THENCE N 01°11'10" W, 250.26 feet with the east line of said Lot 1, Block A, Town & Country Office Park Addition and the westerly line of said Lot 4, Block A, Town Center Addition to a 1/2" G&A capped rebar set at the northeast corner of said Lot 1, Block A, Town & Country Office Park Addition and the most westerly northwest corner of said Lot 4, Block A, Town Center Addition, and being on the south line of Lot 32 of Stonebriar Creek Subdivision, an addition to Collin County, Texas, according to the Final Plat thereof recorded in Volume B, Page 382 of the Map Records of Collin County, Texas;

THENCE with the common line between said Stonebriar Creek Subdivision and said Lot 4, Block A, Town Center Addition the following:

N 88°48'50" E, 95.92 feet to a 1/2" rebar found at the southeast corner of said Lot 32;

N 00°18'20" W, 593.97 feet to a 5/8" Nelson Corp. capped rebar found at an angle point;

N 00°13'50" W, 349.89 feet to a ½" rebar found at the northeast corner Lot 34, Stonebriar Creek Subdivision, and being the most northerly northwest corner of said Lot 4, Block A, Town Center Addition, and being on the south line of that certain called 4.1791 acre tract of land described in deed from Steve D. Schramm and spouse, Jessica Spence Tarnawa to Todd C. Cash and spouse Donna G. Cash, recorded in Volume 5172, Page 1694 of the Deed Records of Collin County, Texas;

N 89°44'35" E, with line south line of said 4.1791 acre tract, passing at 673.50 feet a ½" rebar found at the southeast corner thereof and the southwest corner of that certain called 3.9550 acre tract of land described as Tract II in deed from The Zouzelka Children's Trust to William A. Orender, III and Carol L. Orender, recorded in Volume 4357, Page 2210 of the Deed Records of Collin County, Texas, continuing with the south line thereof a total distance of 856.15 feet to a 1/2" G&A capped rebar set;

THENCE S 00°02'25" E, 300.99 feet to a 1/2" Kadleck 3952 capped rebar found at the northwest corner of McFrisco Honda 2, an addition to the City of Frisco, Collin County, Texas, according to the Replat thereof recorded in Volume 2008, Page 531 of the Map Records of Collin County, Texas, and being the northwest corner of a 40 foot right-of-way dedication for Town-N-Country Boulevard as shown on said Replat;

THENCE S 89°44'40" W, 555.47 feet;

THENCE S 00°17'05" E, 48.17;

THENCE S 00°20'25" E, 880.13;

THENCE S 88°58'50" W, 417.05 feet to the POINT OF BEGINNING and containing approximately 12.969 acres of land.

LEGEND

RF	= REBAR FOUND
CRS	= CAPPED REBAR SET
BL	= BUILDING LINE
UE	= UTILITY EASEMENT
CRF	= CAPPED REBAR FOUND
P.O.B.	= POINT OF BEGINNING
CM	= CONTROLLING MONUMENT
G&A	= G&A CONSULTANTS, LLC.
STSE	= STORM SEWER EASEMENT
MAE	= MUTUAL ACCESS EASEMENT
SSE	= SANITARY SEWER EASEMENT
WLE	= WATER LINE EASEMENT
PE	= PIPELINE EASEMENT

NOTES:

1. The thoroughfare alignment shown on this exhibit are for illustration purposes only and does not set the final alignment. The alignment is determined at time of final plat.

File: Z:\2010\10074\Drawings\Zoning\10074 ZE
Plotted: 5/29/2012 3:44 PM, by John Maxwell; Saved: 5/29/2012 3:33 PM, by John

SURVEYOR
G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TX 75057
P: (972)436-9712
F: (972)436-9715
Contact: Mark Paine, RPLS #: 5078

OWNER/APPLICANT
2610 FOREST LANE, LP
8333 ROYAL RIDGE PARKWAY, STE 130
IRVING, TEXAS 75063
P: (972)536-2900
F: (972)536-2901
Contact: Missy Monier

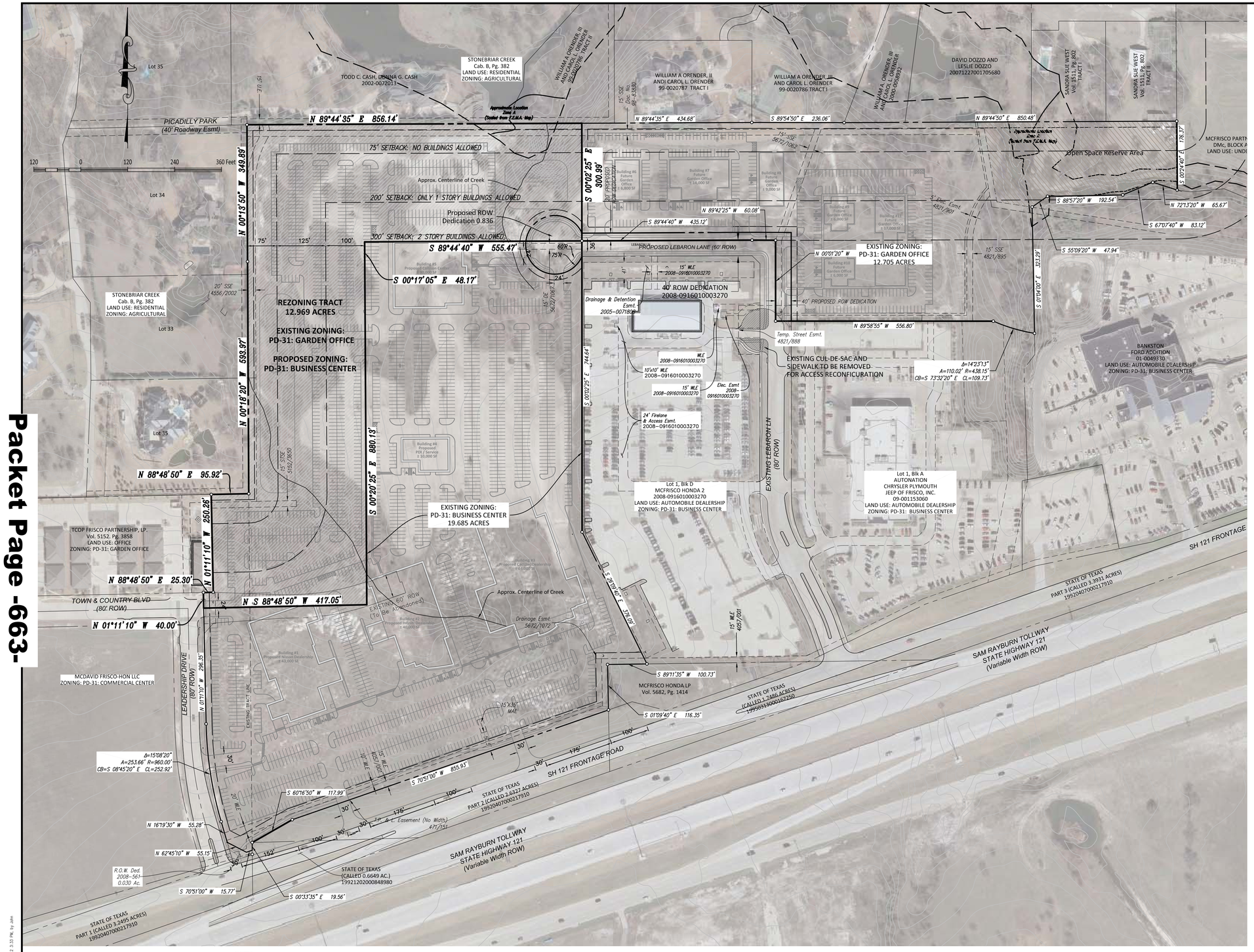
Zoning Exhibit C for Z#12-0010 (Sheet 1 of 2)

PLANNED DEVELOPMENT - 31
131.967 ACRES
in the
GARLAND R. MARTIN SURVEY, ABSTRACT NO. 622
CITY OF FRISCO
COLLIN COUNTY, TEXAS

REVISED: 05/29/2012

G&A SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
611 Dallas Drive, Suite 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043 Firm No. 179

DRAWN BY: RR DATE: 05/14/2012 SCALE: 1"=120' JOB. No. 10074



LEGEND

RF	=	REBAR FOUND
CRS	=	CAPPED REBAR SET
BL	=	BUILDING LINE
UE	=	UTILITY EASEMENT
CRF	=	CAPPED REBAR FOUND
P.O.B.	=	POINT OF BEGINNING
CM	=	CONTROLLING MONUMENT
G&A	=	G&A CONSULTANTS, LLC.
STSE	=	STORM SEWER EASEMENT
MAE	=	MUTUAL ACCESS EASEMENT
SSE	=	SANITARY SEWER EASEMENT
WLE	=	WATER LINE EASEMENT
PE	=	PIPELINE EASEMENT

NOTES:

1. The thoroughfare alignment shown on this exhibit are for illustration purposes only and does not set the final alignment. The alignment is determined at time of final plat.

Legal Description

12.969 Acres

Being all that certain lot, tract or parcel of land situated in the G. Martin Survey, Abstract Number 622, City of Frisco, Collin County, Texas, and being part of Lot 4, Block A, and part of that certain called 0.7626 acre right-of-way dedication shown on Town Center Addition, an addition to the City of Frisco, Collin County, Texas, according to the Conveyance Plat thereof recorded in Volume 2008, Page 561 of the Map Records of Collin County, Texas, and being part of that certain called 40.1765 acre tract of land described in deed from Metrobank, N.A. to 2610 Forest Lane Limited Partnership, recorded in Document Number 20101001001054150 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most westerly southwest corner of said Lot 1, Block A and the most westerly southwest corner of said 3.9609 acre tract, being on the northerly line of State Highway 121 according to that certain called 0.0314 acre right-of-way dedication shown on said Town Center Addition, and being on the east line of Leadership Drive (80 foot right-of-way) according to that certain called 1.6485 acre tract of land described in deed to The City of Frisco, Texas, recorded in Volume 4381, Page 104 of the Deed Records of Collin County, Texas;

THENCE N 16°19'30" W, 55.28 feet with the east line of said Leadership Drive and the west line of said Lot 1 to a 1/2" rebar found at a point of curvature;

THENCE continuing with the east line of said Leadership Drive and the west line of said Lot 1 Block A, with the arc of a curve to the right having a central angle of 15°08'20", a radius of 960.00 feet, passing at an arc length of 202.97 feet the northwest corner of said Lot 1, Block A, and the southwest corner of Lot 2, Block A, continuing with the west line of said Lot 2, Block A, a total arc length of 253.66 feet whose chord bears N 08°45'20" W, 252.92 feet to a 1/2" rebar found at a point of tangency;

THENCE N 01°11'10" W, continuing with the east line of said Leadership Drive and the west line of said Lot 2 Block A, passing at 231.34 feet the westerly northwest corner thereof and the southwest corner of said 0.7626 acre right-of-way dedication, continuing along the west line thereof a total distance of 296.35 feet to the POINT OF BEGINNING;

THENCE N 01°11'10" W, 40.00 feet continuing with the east line of said Leadership Drive and the west line of said 0.7626 acre right-of-way dedication to a 1/2" G&A capped rebar set at the northwest corner thereof and the northeast corner of said Leadership Drive and the northeast corner of said 1.6485 acre tract, and being on the south line of Lot 1, Block A of Town & Country Office Park Addition, an addition to the City of Frisco, Collin County, Texas, according to the Final Plat thereof recorded in Volume P, Page 579 of the Map Records of Collin County, Texas;

THENCE N 88°48'50" E, 25.30 feet with the north line of said 0.7626 acre right-of-way dedication and the south line of said Lot1, Block A, Town & Country Office Park Addition, to a 1/2" rebar found at the southwest corner thereof, and being the most westerly southwest corner of said Lot 4, Block A, Town Center Addition;

THENCE N 01°11'10" W, 250.26 feet with the east line of said Lot 1, Block A, Town & Country Office Park Addition and the westerly line of said Lot 4, Block A, Town Center Addition to a 1/2" G&A capped rebar set at the northeast corner of said Lot 1, Block A, Town & Country Office Park Addition and the most westerly northwest corner of said Lot 4, Block A, Town Center Addition, and being on the south line of Lot 32 of Stonebriar Creek Subdivision, an addition to Collin County, Texas, according to the Final Plat thereof recorded in Volume B, Page 382 of the Map Records of Collin County, Texas;

THENCE with the common line between said Stonebriar Creek Subdivision and said Lot 4, Block A, Town Center Addition the following:

N 88°48'50" E, 95.92 feet to a 1/2" rebar found at the southeast corner of said Lot 32;

N 00°18'20" W, 593.97 feet to a 5/8" Nelson Corp. capped rebar found at an angle point;

N 00°13'50" W, 349.89 feet to a ½" rebar found at the northeast corner Lot 34, Stonebriar Creek Subdivision, and being the most northerly northwest corner of said Lot 4, Block A, Town Center Addition, and being on the south line of that certain called 4.1791 acre tract of land described in deed from Steve D. Schramm and spouse, Jessica Spence Tarnawa to Todd C. Cash and spouse Donna G. Cash, recorded in Volume 5172, Page 1694 of the Deed Records of Collin County, Texas;

N 89°44'35" E, with line south line of said 4.1791 acre tract, passing at 673.50 feet a ½" rebar found at the southeast corner thereof and the southwest corner of that certain called 3.9550 acre tract of land described as Tract II in deed from The Zouzelka Children's Trust to William A. Orender, III and Carol L. Orender, recorded in Volume 4357, Page 2210 of the Deed Records of Collin County, Texas, continuing with the south line thereof a total distance of 856.15 feet to a 1/2" G&A capped rebar set;

THENCE S 00°02'25" E, 300.99 feet to a 1/2" Kadleck 3952 capped rebar found at the northwest corner of McFrisco Honda 2, an addition to the City of Frisco, Collin County, Texas, according to the Replat thereof recorded in Volume 2008, Page 531 of the Map Records of Collin County, Texas, and being the northwest corner of a 40 foot right-of-way dedication for Town-N-Country Boulevard as shown on said Replat;

THENCE S 89°44'40" W, 555.47 feet;

THENCE S 00°17'05" E, 48.17;

THENCE S 00°20'25" E, 880.13;

THENCE S 88°58'50" W, 417.05 feet to the POINT OF BEGINNING and containing approximately 12.969 acres of land.

Zoning Exhibit C
for Z#12-0010
(Sheet 2 of 2)

PLANNED DEVELOPMENT - 31
131.967 ACRES
in the
GARLAND R. MARTIN SURVEY, ABSTRACT NO. 622
CITY OF FRISCO
COLLIN COUNTY, TEXAS

REVISED:
05/29/2012

SURVEYOR
G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TX 75057
P: (972)436-9712
F: (972)436-9715
Contact: Mark Paine, RPLS #: 5078

OWNER/APPLICANT
2610 FOREST LANE, LP
8333 ROYAL RIDGE PARKWAY, STE 130
IRVING, TEXAS 75063
P: (972)536-2900
F: (972)536-2901
Contact: Missy Monier

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
611 Dallas Drive, Suite 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043 Firm No. 1798

DRAWN BY: RR | DATE: 05/14/2012 | SCALE: 1"=120' | JOB. No. 10074

File: Z:\2010\10074\Drawings\Zoning\10074 ZE
Plotted: 5/29/2012 3:42 PM, by John Maxwell Saved: 5/29/2012 3:33 PM, by John

AGENDA ITEM #42.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Suzanne Morgan, AICP, Planner**

Date: **07/18/2012**

Agenda Caption: Public Hearing: SUP12-0011. A request for a Specific Use Permit for a Utility Distribution Facility on one lot on 4.3± acres on the south side of Panther Creek Road, 850± feet east of FM 423 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #51.

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant requests a Specific Use Permit (SUP) for a Utility Distribution Facility for Brazos substation. An electric substation was constructed in 2006 when the property was within the City's Extraterritorial Jurisdiction. The site was annexed in 2009 and zoned Agricultural.

An electric substation requires a Specific Use Permit (SUP) in all zoning districts. Brazos Electric is requesting approval of an SUP to bring the use into compliance and to proceed with site plan and permit approvals to replace a 35-foot monopole with a 100-foot monopole for upgrades and to support communications between its facilities.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at its June 12, 2012 meeting and voted 6-0 to recommend approval of the request as outlined in the Outcome Memo.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Approve the request with conditions and direct staff to prepare an Ordinance;

- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:
- Planning & Zoning Commission Outcome Memo dated June 13, 2012.
- Staff report.
- Locator Map.
- Exhibits.

Staff Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

June 13, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, June 12, 2012

Public Hearing -
Specific Use Permit: BEC Panther Creek Substation, Block A, Lot 1 (SUP12-0011)
Owner(s): Brazos Electric Power Cooperative, Inc.

Description:
A Utility Distribution Facility on one lot on 4.3± acres on the south side of Panther Creek Road 850± feet east of FM 423. Zoned Agricultural. Neighborhood #51. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was recommended for approval as submitted. Final approval requires action by the City Council.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

June 12, 2012

Public Hearing -
Specific Use Permit: BEC Panther Creek Substation, Block A, Lot 1 (SUP12-0011)
Owner(s): Brazos Electric Power Cooperative, Inc.

DESCRIPTION:

A Utility Distribution Facility on one lot on 4.3± acres on the south side of Panther Creek Road 850± feet east of FM 423. Zoned Agricultural. Neighborhood #51. SM

HISTORY:

Ordinance No. 09-08-44 – City Council approved an Ordinance on August 18, 2009 annexing the property.

CASE OVERVIEW:

An electric substation was constructed on the property in 2006. At that time, the property was within the City's Extraterritorial Jurisdiction. The site was annexed into the City in 2009 and zoned Agricultural.

The facility has access from Panther Creek Road and is screened with an eight-foot pre-cast concrete wall with the appearance of brick. The Planning & Zoning Commission approved a final plat to create the lot and dedicate 30 feet of right-of-way for Panther Creek Road on October 24, 2006.

An electric substation is classified a Utility Distribution Facility which requires a Specific Use Permit (SUP) in all zoning districts. Brazos Electric is requesting approval of an SUP to bring the use into compliance and to proceed with site plan and permit approvals to replace a 35-foot monopole with a 100-foot monopole for upgrades and to support communications between its facilities related to a "Smart Grid" initiative.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	Extraterritorial Jurisdiction	Floodplain/Open Space
East	Vacant	Agricultural	Residential
South	Vacant	Agricultural	Residential
West	Vacant	Wastewater Treatment Plant	Residential

COMPATIBILITY CONSIDERATIONS:

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the City. These conditions may include but are not limited to:

- Paving of streets, alleys, and sidewalks:
  The site has access to Panther Creek Road, which is an unimproved, gravel road. Improvements to the unmanned substation do not warrant improvements to the adjacent street or construction of a sidewalk.

- Means of ingress and egress to public streets:
  There are two driveways to the facility to provide access for maintenance facilities.

- Provisions for drainage:
  Drainage infrastructure is not required. The impervious surface is not increasing with the proposed improvements.

- Adequate off-street parking:
  Parking is not required for the unmanned facility.

- Protective screening, landscaping, and open space:
  There is an eight-foot pre-cast concrete wall resembling a brick wall that surrounds the facility. Open space is not required. Landscaping is not recommended at this time because there is no accessible water line along the adjacent right-of-way.

- Area or security lighting:
  Lighting is not proposed. Any lighting installed in the future shall comply with the Zoning Ordinance lighting requirements.

- The locations and heights of structures:
  Exhibit B represents the existing facility and notes that the 35-foot monopole located to the east of the control building will be replaced by a 100-foot monopole.

- Architectural compatibility of buildings:
  No additional buildings are being proposed. Should the applicant request to construct additional buildings on the premises, a façade plan will be required to ensure that the building is constructed of masonry materials.

- Intensity of the use:
  The substation is unmanned and does not create a demand on the surrounding infrastructure.

- Adequate traffic circulation required to contain all stacking activity on the site:
  There are two driveway access points into this site which provides adequate access and circulation.

Staff finds that these above conditions have been either addressed per this application or will be addressed during site plan review.

COMPREHENSIVE PLAN:

Adequate facilities, such as this, provide the needed utility infrastructure to sustain the pattern of growth within the City and surrounding areas. In addition, the substation is compatible with surrounding uses and future residential development.

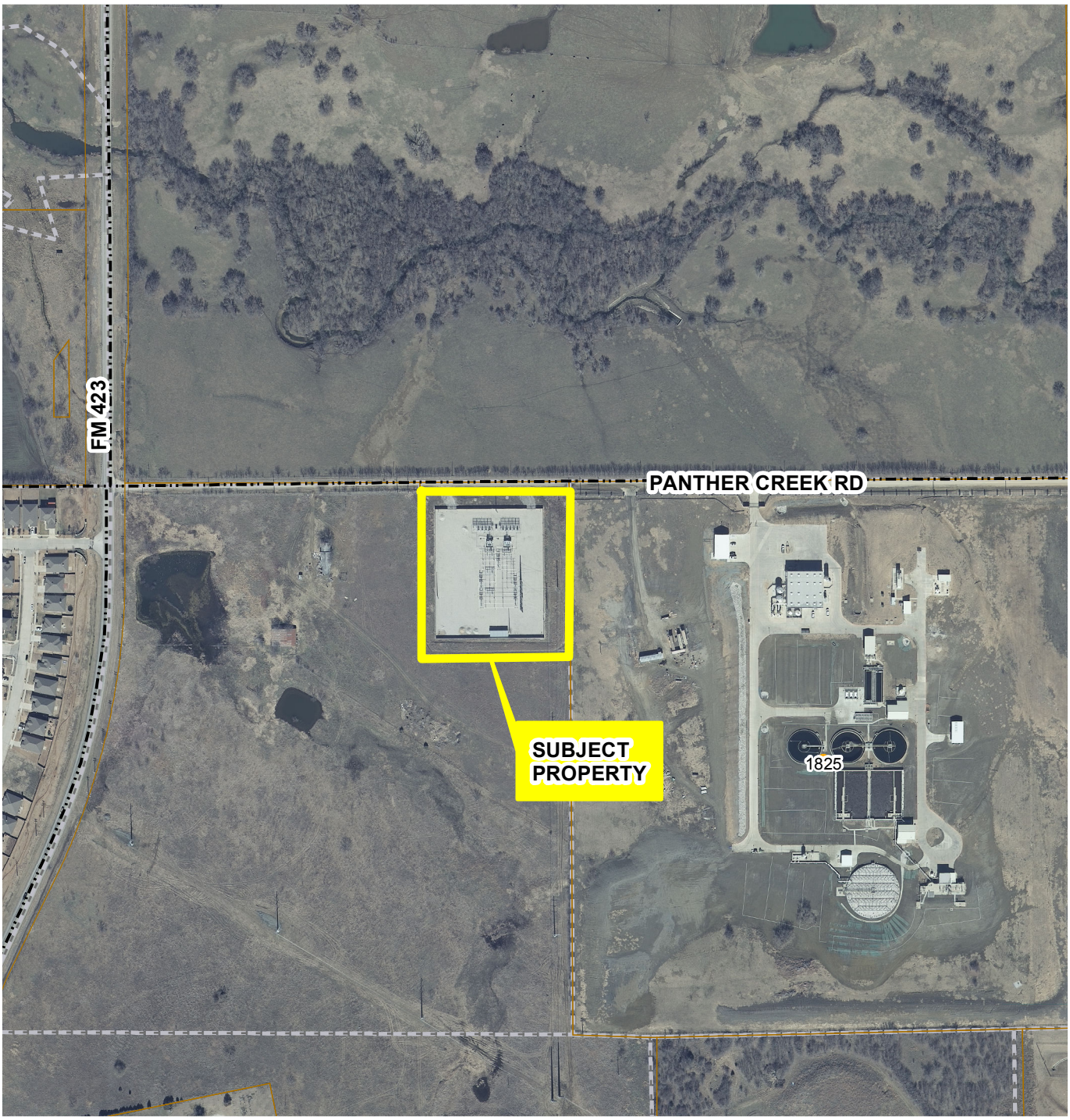
SUMMARY:

Staff supports this request as it is a compatible and necessary use for the surrounding and regional properties as they exist and will develop in the future.

RECOMMENDATION:

Recommended for approval as submitted.

SUP12-0011
BEC Panther Creek Substation
Block A, Lot 1



THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

XREFS
XREF Attn - XREF-ADM
PLOTTED BY: KCRAIG | Jun 04, 2012 1:32 PM
DWG NAME: K:\DAL_CIVIL\KHO_PROJ\068JA25\ELECTRIC\2012\PANTHER CREEK STATION - FRISCO\DWG\H13699-EXHIBIT A.DWG
LAYOUT TAB: EXHIBIT A
IMAGES

EXTRA TERRITORIAL JURISTICTION
TRACT 2
BERT FIELDS, JR.
VOL. 523, PG. 681
D.R.D.C.T.

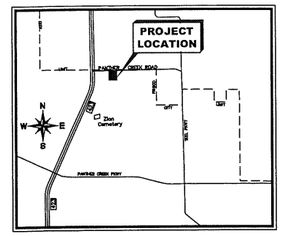
PANTHER CREEK ROAD
(FUTURE 60' R.O.W.)

S89°38'19"W 824.33'
1/2" IRF (CM)
±870 LF TO FM 423
CIRF
15.0'
30.0'
30.00'
0.286 ACRE DEDICATED RIGHT-OF-WAY
M.E.P. & P.R.R. SURVEY, ABSTRACT # 917
CAB. Y PG. 215
N89°38'19"E 415.00'
N89°38'19"E 415.00'
1/2" IRF (CM)
N89°38'19"E 1416.29'
1/2" IRF "ROOME" (CM)

POINT OF BEGINNING

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60
1" = 30'



LOCATION MAP
N.T.S.

LEGEND

PROPERTY BOUNDARY	
EXISTING CONTOURS	562
IRON ROD FOUND	IRF
CAPPED IRON ROD FOUND	CIRF

4.335 GROSS ACRES
4.335 NET ACRES

EXISTING ZONING:
AGRICULTURAL

PROPOSED ZONING:
AGRICULTURAL WITH A SPECIFIC USE PERMIT FOR A UTILITY DISTRIBUTION FACILITY

LAND USE:
BRAZOS SUBSTATION

N0°24'05"W 455.00'
S0°24'05"E 455.00'
S89°38'19"W 415.00'
CIRF
CIRF

BRAZOS ELECTRIC POWER COOPERATIVE INC.
ABSTRACT #917
M.E.P. & P.R.R. SURVEY
BEC PANTHER CREEK SUBSTATION
BLOCK A, LOT 1
4.335 ACRES
188,833 SF

SHIU CAPITAL LLC ETAL
TRACT 1
DEED NO. 2010-83585
EXISTING ZONING: AGRICULTURAL
EXISTING LAND USE: AGRICULTURAL

SHIU CAPITAL LLC ETAL
TRACT 1
DEED NO. 2010-83585
EXISTING ZONING: AGRICULTURAL
EXISTING LAND USE: AGRICULTURAL

APPROXIMATE LIMITS OF 100-YR FLOODPLAIN

TRACT 7A
CITY OF FRISCO

EXISTING ZONING:
AGRICULTURAL

LAND USE:
WASTEWATER TREATMENT FACILITY

546 550 552 554 556 558 560 562 564 566 568 570 572 574 576 578

LEGAL DESCRIPTION
4.335 ACRES

BEING a tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 917, Denton County, Texas, and being all of Lot 1, Block A of BEC Panther Creek Substation, an Addition to the City of Frisco, Texas, according to the Final Plat thereof recorded in Cabinet Y, Page 215, of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Lot 1, same being on the south right of way line of Panther Creek Road as created in said BEC Panther Creek Substation;

THENCE South 00°24'05" East, departing the south right of way line of said Panther Creek Road and along the east line of said Lot 1, a distance of 455.00 feet to a called 5/8" iron rod with yellow plastic cap stamped "Carter Burgess" set for the southeast corner of said Lot 1;

THENCE South 89°38'19" West, along the south line of said Lot 1, a distance of 415.00 feet to a called 5/8" iron rod with yellow plastic cap stamped "Carter Burgess" set for the southwest corner of said Lot 1;

THENCE North 00°24'05" West, along the west line of said Lot 1, a distance of 455.00 feet to the northwest corner of said Lot 1, same being on the south right of way line of aforesaid Panther Creek Road;

THENCE North 89°38'19" East, along the north line of said Lot 1 and the south right of way line of said Panther Creek Road, a distance of 415.00 feet the POINT OF BEGINNING, and containing 4.335 acres of land, more or less.

This document was prepared under 22TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation of reconfiguration of the boundary of the political subdivision for which it was prepared.

ACCORDING TO MAP NO. 48121C410G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S INSURANCE RATE MAPS FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS DATED APRIL 18, 2011, THE SUBJECT TRACT IS SITUATED WITHIN ZONE "AE".

Exhibit A: SUP 12-0011

BEC PANTHER CREEK SUBSTATION BLOCK A, LOT 1

BEING 4.335 ACRES
SITUATED IN THE
M.E.P. AND P.R.R. SURVEY, ABSTRACT NO. 917

PREPARATION DATE : JUNE 4, 2012

Owner/Applicant:
Brazos Electric Power Cooperative, Inc.
2404 LaSalle Avenue
Waco, TX 76706
Tel. No. 254-750-6761
Fax No. 254-750-6340
Contact: Don McKelvain

Surveyor/Engineer
Kimley-Horn & Assoc., Inc.
12700 Park Central Dr, Ste. 1800
Dallas, TX 75251
Tel. No. 972-770-1300
Fax No. 972-239-3820
Contact: Sarah Williamson

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.
12700 PARK CENTRAL DRIVE, SUITE 1800, DALLAS, TEXAS
75251 PHONE: 972 770 1300 FAX: 972 239 3820
TEXAS REGISTERED ENGINEERING FIRM F-928

BEC PANTHER CREEK SUBSTATION
616 PANTHER CREEK ROAD
CITY OF FRISCO
DENTON COUNTY, TEXAS

PROJECT No.	064425901
DATE:	JUNE 2012
SCALE:	AS SHOWN
DESIGNED BY:	STW
DRAWN BY:	HCR
CHECKED BY:	KSG

EXHIBIT A: SUP 12-0011

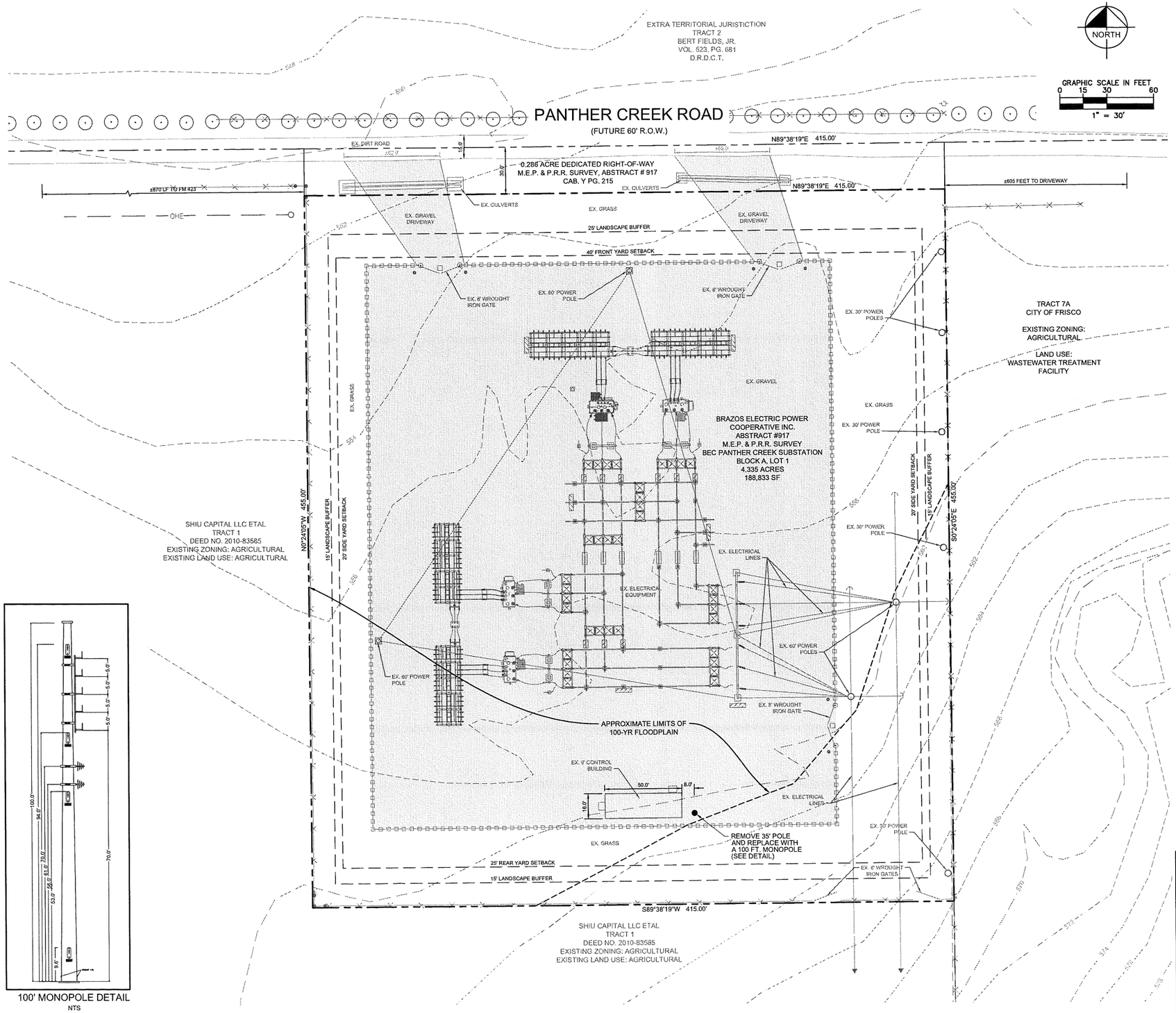
SHEET NUMBER
SUP-1

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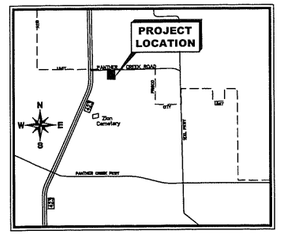
Packet Page -674-

AGENDA ITEM #42.

ANY UNAUTHORIZED REUSE OF THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



100' MONOPOLE DETAIL
NTS



LOCATION MAP
N.T.S.

LEGEND

PROPERTY BOUNDARY	
EX. 8' SUBSTATION PRE-CAST SUPERIOR-BRICK FENCE	
EX. BARBED WIRE FENCE	
EXISTING CONTOURS	502
EXISTING TREE	
EX. GRAVEL PAVEMENT	

SITE DATA SUMMARY TABLE

ZONING/PROPOSED USE	AG - UTILITY DISTRIBUTION FACILITY (BRAZOS SUBSTATION)
PROPOSED ZONING	AGRICULTURAL WITH A SPECIAL USE PERMIT FOR A UTILITY DISTRIBUTION FACILITY
LOT AREA	4.335 AC, 188,833 S.F.
BUILDING AREA	785 S.F.
BUILDING HEIGHT	9 FT.
LOT COVERAGE ALLOWED	N/A
LOT COVERAGE	0.4%
TOTAL PARKING REQUIRED	0 SPACES, UNMANNED
TOTAL PARKING PROVIDED	0 SPACES, UNMANNED
SQ. FT. IMPERVIOUS SURFACE	107,712 S.F.

CITY OF FRISCO SITE PLAN NOTES:

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL RQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT THE STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BULDING INSPECTION DIVISION APPROVAL.

NOTES

1. NO TREES TO BE REMOVED ON THIS SITE.

2. NO EXISTING OR PROPOSED WATER METER ON THIS SITE.

ACCORDING TO MAP NO. 48121C410G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S INSURANCE RATE MAPS FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS DATED APRIL 18, 2011, THE SUBJECT TRACT IS SITUATED WITHIN ZONE "AE".

Exhibit B: SUP 12-0011

BEC PANTHER CREEK SUBSTATION BLOCK A, LOT 1

BEING 4.335 ACRES
SITUATED IN THE
M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 917

PREPARATION DATE : JUNE 4, 2012

Owner/Applicant:
Brazos Electric Power Cooperative, Inc.
2404 LaSalle Avenue
Waco, TX. 76706
Tel. No. 254-750-6761
Fax No. 254-750-6340
Contact: Don McKelvain

Surveyor/Engineer
Kimley-Horn & Assoc., Inc.
12700 Park Central Dr, Ste. 1800
Dallas, TX 75251
Tel. No. 972-770-1300
Fax No. 972-239-3820
Contact: Sarah Williamson

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.
12700 PARK CENTRAL DRIVE, SUITE 1800, DALLAS, TEXAS
PHONE: 972.770.1300 FAX: 972.239.3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PROJECT No: 064425801
DATE: JUNE 2012
SCALE: AS SHOWN
DESIGNED BY: STW
DRAWN BY: HCR
CHECKED BY: KSG

BEC PANTHER CREEK SUBSTATION
616 PANTHER CREEK ROAD
CITY OF FRISCO
DENTON COUNTY, TEXAS

EXHIBIT B: SUP 12-0011

SHEET NUMBER
SUP-2

©2011 KIMLEY-HORN AND ASSOCIATES, INC.

1MAGES
XREFS
PLOTTED BY
DWG NAME
LAST SAVED
PLOT SCALE

VIEW.dwg, XREF.DWG
ROBERTS, HOLLY, 6/4/2012 1:45 PM
K:\DAL_CIVIL\HO_PROJ\BRAZOS ELECTRIC 2012\DANTHER CREEK STATION - FRISCO\DWG\VIEW.dwg, 6/4/2012 1:45 PM
ROBERTS, HOLLY
1:1

AGENDA ITEM #43.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Suzanne Morgan, AICP, Planner**

Date: **07/18/2012**

Agenda Caption: Public Hearing: SUP12-0012. A request for a Specific Use Permit for a Utility Distribution Facility on one lot on 4.7± acres on the west side of Independence Parkway, 500± feet south of Casarosa Drive and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #14.

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant requests a Specific Use Permit (SUP) for a Utility Distribution Facility for Brazos substation. Brazos Electric Power Cooperative, Inc. purchased property in 1988 and constructed the substation prior to its annexation into the City in August 1999. The property is currently zoned Agricultural.

An electric substation is classified a Utility Distribution Facility which requires a Specific Use Permit (SUP) in all zoning districts. Brazos Electric is requesting the SUP to bring the use into compliance and to construct an unmanned control building on the site. In conjunction with the control building, a communications antenna will be installed on the 185-foot tower to support communications between its facilities.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at its July 10, 2012 meeting and voted 3-1 to recommend approval as outlined in the Outcome Memo. Part of the Planning & Zoning Commission was the requirement for the applicant to screen the propane tank.

The applicant has updated Exhibit B to show an eight-foot pre-cast concrete screening wall with an access gate around the tank.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated July 11, 2012.
- Staff report.
- Locator Map.
- Exhibits. (Exhibit B reflects screening around the propane tank.)

Staff Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

July 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 10, 2012

Public Hearing -
Specific Use Permit: Custer Substation, Block A, Lot 1 (SUP12-0012)
Owner(s): Brazos Electric Power Cooperative, Inc.

Description:
A Utility Distribution Facility on one lot on 4.7± acres on the west side of Independence Parkway, 500± feet south of Casarosa Drive. Zoned Agricultural. Neighborhood #14. SM

Result/Action:

Approved: **3-1 (Dodson opposed; Richards & Woodard absent) Dodson opposed since applicant did not discuss proposal directly with the adjacent property owners**
Denied:
Tabled:

ACTION:

The item was recommended for approval with the additional stipulation to add screening around the propane tank. Final approval requires action by the City Council.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

July 10, 2012

Public Hearing -
Specific Use Permit: Custer Substation, Block A, Lot 1 (SUP12-0012)
Owner(s): Brazos Electric Power Cooperative, Inc.

DESCRIPTION:

A Utility Distribution Facility on one lot on 4.7± acres on the west side of Independence Parkway, 500± feet south of Casarosa Drive. Zoned Agricultural. Neighborhood #14. SM

HISTORY:

Ordinance No. 99-08-55 and 99-08-58 – City Council approved Ordinances on August 26, 1999 annexing the property.

CASE OVERVIEW:

Brazos Electric Power Cooperative, Inc. purchased property in 1988 and constructed the substation prior to its annexation into the City in August 1999. The property is currently zoned Agricultural.

An electric substation is classified a Utility Distribution Facility which requires a Specific Use Permit (SUP) in all zoning districts. Brazos Electric is requesting approval of an SUP to bring the use into compliance and to construct an unmanned control building on the site. In conjunction with the control building, communications antenna will be installed on the 185-foot tower to support communications between its facilities related to a “Smart Grid” initiative.

The facility has access from Independence Parkway and occupies the western half of the property. A chain link fence surrounds the substation facility and a wire fence encloses the open area between the street and the facility. The applicant will install a screening wall around the substation and remove the wire fence around the open space.

In accordance with the Zoning Ordinance, Section 4.03.02(B), the Director of Development Services has approved the use of eight-foot pre-cast panels that will be formed to look like stone in lieu of walls constructed of clay fired brick or stone materials. The wall will not tie into the screening wall for the adjacent Sorano Subdivision; rather, it will be constructed on all sides of the substation for security

purposes. An eight-foot hike and bike trail and trees are proposed along Independence Parkway to provide thoroughfare typical for development along a major thoroughfare.

A site plan and final plat have been submitted for review and approval. The site plan includes the wall, building and landscape additions to the site, and the plat creates this lot and dedicates right-of-way on Independence Parkway.

The applicant corresponded with the Sorano Estates Homeowners' Association Board (via email) and received consent for the proposed improvements.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Sorano Subdivision	Planned Development-200-Single Family-10	Residential
East	Vacant	Agricultural & Single Family-7	Public/Semi-Public & Residential
South	Vacant	Agricultural	Residential
West	Vacant	Agricultural	Residential

COMPATIBILITY CONSIDERATIONS:

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the City. These conditions may include but are not limited to:

- Paving of streets, alleys, and sidewalks:
  The site has access to Independence Parkway, an improved thoroughfare. A final plat has been submitted to dedicate right-of-way for Independence Parkway. An eight-foot hike and bike trail will be constructed along Independence Parkway in the future; the applicant will pay fees for its construction.

- Means of ingress and egress to public streets:
  There is a driveway to the facility to provide access for maintenance facilities.

- Provisions for drainage:
  Drainage infrastructure is not required. The impervious surface is not increasing with the proposed improvements.

- Adequate off-street parking:
  Parking is not required for the unmanned facility.

- Protective screening, landscaping, and open space:
  The wire fence around the open space between the street and substation will be removed. The chain link fence that encloses the facility will be replaced with an eight-foot pre-cast concrete wall resembling a stone wall. Open space is not required. Trees will be installed along Independence Parkway.

- Area or security lighting:
  Lighting is not proposed. Any lighting installed in the future shall comply with the Zoning Ordinance lighting requirements.

- The locations and heights of structures:
  Exhibit B represents the existing facility and notes that the proposed control center will be nine-feet in height. The heights of the poles on site range from 60 feet to a 185-foot lattice tower.

- Architectural compatibility of buildings:
  With the exception of the typical utility boxes, no buildings will be constructed.

- Intensity of the use:
  The substation is unmanned and does not create a demand on the surrounding infrastructure.

- Adequate traffic circulation required to contain all stacking activity on the site:
  The driveway into this site provides adequate access and circulation.

Staff finds that these above conditions have been either addressed per this application and on the site plan review.

COMPREHENSIVE PLAN:

Adequate facilities, such as this, provide the needed utility infrastructure to sustain the pattern of growth within the City and surrounding areas.

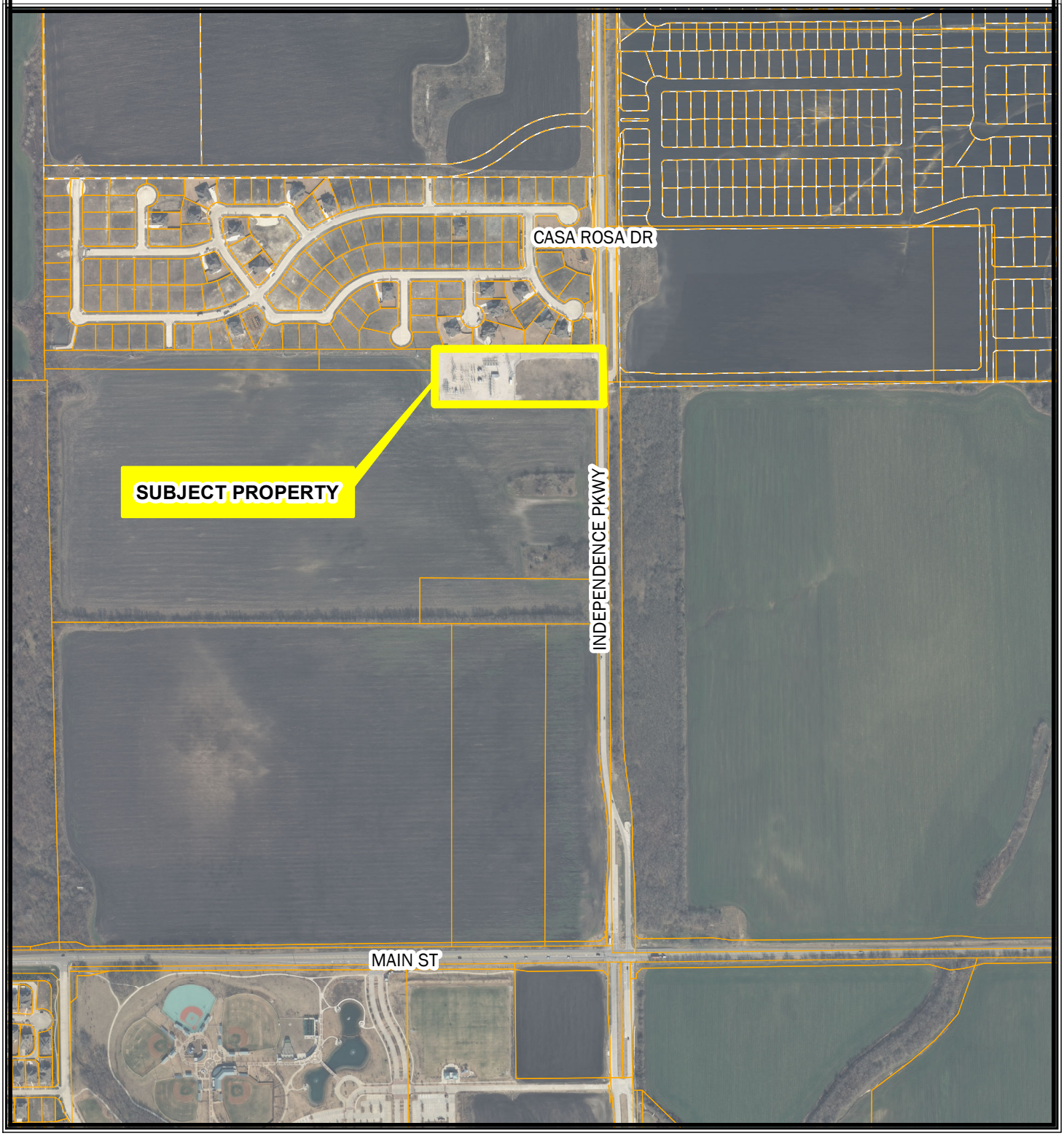
SUMMARY:

Staff supports this request as it is a necessary use for the surrounding and regional properties as they exist and will develop in the future.

RECOMMENDATION:

Recommended for approval as submitted.

SUP12-0012
Custer Substation
Block A, Lot 1



AGENDA ITEM #43.

LEGAL DESCRIPTION
4.733 ACRES

BEING a tract of land situated in the John W. Cox Survey, Abstract No. 160 and the James T. Johnson Survey, Abstract No. 490, City of Frisco, Collin County, Texas, and being a portion of a called 5.002 acre tract of land, conveyed to Brazos Electric Power Cooperative, Inc., as evidenced in a Special Warranty Deed, recorded in Volume 2843, Page 0389, of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 3, Block X of Sorano, an Addition to the City of Frisco, according to the Plat thereof recorded in Cabinet 2008, Page 716, of the Map Records of Collin County, Texas, same being the southwest corner of a called 0.7960 acre tract of land, conveyed to the City of Frisco, as evidenced in a Right of Way Deed, for the widening of Independence Parkway, recorded in Volume 6045, Page 0217, of the Land Records of Collin County, Texas, same also being on the north line of said 5.002 acre tract;

THENCE South 00°28'09" East, departing the southeast corner of said Lot 3, the north line of said 5.002 acre tract and along the proposed west right of way line of Independence Parkway, a distance of 185.15 feet to a corner;

THENCE South 00°27'36" East, continuing along the proposed west right of way line of Independence Parkway, a distance of 82.84 feet to a corner on the south line of said 5.002 acre tract, same being the northwest corner of a called 2.9418 acre tract of land, conveyed to the City of Frisco, as evidenced in a Donation Deed, for the widening of Independence Parkway, recorded in Volume 5931, Page 0926, of the Land Records of Collin County, Texas, same also being on the north line of a called Tract 1, conveyed to J. Baxter Brinkmann, as evidenced in a Special Warranty Deed with Vendor's Lien, recorded in Volume 4204, Page 0276, of the Land Records of Collin County, Texas;

THENCE South 89°47'03" West, along the south line of said 5.002 acre tract and the north line of said Tract 1, a distance of 768.89 feet to the southwest corner of said 5.002 acre tract;

THENCE North 00°36'42" West, along the west line of said 5.002 acre tract, a distance of 268.00 feet to a 5/8-inch "KHA" capped iron rod set for the northwest corner of said 5.002 acre tract, same being on the south line of aforesaid Sorano;

THENCE North 89°47'03" East, along the north line of said 5.002 acre tract, the south line of said Sorano, a distance of 769.57 feet to the **POINT OF BEGINNING** and containing 4.733 acres (206,150 square feet) of land, more or less.

Bearing system based on the Texas State Plane Coordinate System established from the Frisco Monuments.

LEGEND

PROPERTY BOUNDARY

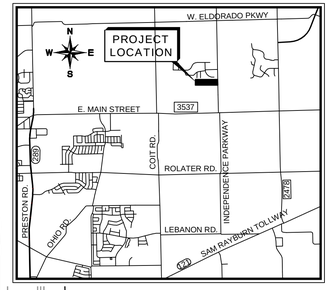
EXISTING CONTOURS 756

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
1" = 40'

NOTES

1. NO FLOODPLAIN EXISTS ON THIS SITE
2. NO WATER METER EXISTS ON THIS SITE



LOCATION MAP
N.T.S.

PONZANO COURT
(VARIABLE RIGHT OF WAY)

ROSINI COURT
(VARIABLE RIGHT OF WAY)

CASABELLA DRIVE
(60' RIGHT OF WAY)

INDEPENDENCE PARKWAY
(VARIABLE WIDTH RIGHT OF WAY)

FIRST TEXAS HOMES INC. BLOCK C, LOT 16
FIRST TEXAS HOMES INC. BLOCK C, LOT 13
FIRST TEXAS HOMES INC. BLOCK C, LOT 20
FIRST TEXAS HOMES INC. BLOCK C, LOT 17
JAIRO & GLORIA ESPINOZA BLOCK C, LOT 19
DONALD & CHARLA HENSEL BLOCK C, LOT 12
TERRY & ZELDA WILLIAMS BLOCK C, LOT 18
DARREL WATKINS BLOCK C, LOT 8
ANDRE MINETTO & CHRISTIANE CONCURUTO BLOCK C, LOT 10
HEATHER & ERIC LOGAN BLOCK C, LOT 7
ANDRE MINETTO & CHRISTIANE CONCURUTO BLOCK C, LOT 11
KENNETH WATTS AND SHARON HILL-WATTS BLOCK C, LOT 6
KENNETH G. SHELTON SR. BLOCK C, LOT 5
FIRST TEXAS HOMES INC. BLOCK C, LOT 4
FIRST TEXAS HOMES INC. BLOCK C, LOT 3
SORANO(FRISCO) HOA INC. BLOCK X, LOT 3

10' SIDEWALK & UTILITY EASEMENT CAB. 2008, PG. 716, M.P.C.C.T.
5' UTILITY EASEMENT CAB. 2008, PG. 716, M.P.C.C.T.
10' DRAIN. EASEMENT CAB. 2008, PG. 716, M.P.C.C.T.
10' UTILITY EASEMENT CAB. 2008, PG. 716, M.P.C.C.T.
15' DRAIN. EASEMENT CAB. 2008, PG. 716, M.P.C.C.T.
23' UTILITY EASEMENT CAB. 2008, PG. 716, M.P.C.C.T.
5' WALL MAINT. EASEMENT CAB. 2008, PG. 716, M.P.C.C.T.

BLOCK C
SORANO
CABINET 2008, PAGE 716
M.R.C.C.T.
INST NO. 20081229010004480
O.P.R.C.C.T.

ZONING: PD-200-SF-10

LAND USE: SINGLE FAMILY RESIDENTIAL

CALLED 0.7960 AC.
CITY OF FRISCO
VOL. 6045, PG. 0217
L.R.C.C.T.

RIGHT OF WAY
INST NO. 20060317000353420
O.P.R.C.C.T.

JAMES T. JOHNSON SURVEY, ABSTRACT NO. 490
ISAAC J. LEEPER SURVEY, ABSTRACT NO. 528

CALLED 25.738 ACRES
CITY OF FRISCO
VOLUME 5123, PAGE 2008
L.R.C.C.T.
FRISCO INDEPENDENT SCHOOL DISTRICT
INST. NO.
20081015001229720
O.P.R.C.C.T.

CALLED 325.587 ACRES
GARTNER 2478 GP, LLC AND GARTNER 2478, LTD.
VOLUME 5397, PAGE 5068
L.R.C.C.T.

CALLED 0.046 AC.
CITY OF FRISCO
INST. NO. 20110519000516780
O.P.R.C.C.T.

CALLED 2.9418 AC.
CITY OF FRISCO
VOL. 5931, PG. 0926
L.R.C.C.T.

CALLED 4.5207 AC.
CITY OF FRISCO
VOL. 5938, PG. 3591
L.R.C.C.T.

BRAZOS ELECTRIC POWER COOPERATIVE EASEMENT
VOLUME 2843, PAGE 0378
L.R.C.C.T.

BRAZOS ELECTRIC POWER COOPERATIVE, INC.
ABSTRACT A0160 J W COX SURVEY
BLOCK 3, TRACT 27 & 7
5.002 ACRES (GROSS)
4.733 ACRES (NET)
217,884.16 SF

5.002 GROSS ACRES
4.733 NET ACRES

EXISTING ZONING:
AGRICULTURAL

PROPOSED ZONING:
AGRICULTURAL WITH A SPECIFIC USE PERMIT FOR A UTILITY DISTRIBUTION FACILITY

LAND USE:
BRAZOS SUBSTATION

BRINKMAN RANCHES, L.P.
TRACT 1 (CALLED 167.769 ACRES)
J. BAXTER BRINKMANN
VOLUME 4204, PAGE 0276
L.R.C.C.T.

EXISTING ZONING:
AGRICULTURAL

BRINKMAN RANCHES, L.P.
TRACT 1 (CALLED 167.769 ACRES)
J. BAXTER BRINKMANN
VOLUME 4204, PAGE 0276
L.R.C.C.T.

EXISTING ZONING:
AGRICULTURAL

SIDEWALK EASEMENT
INST. NO. 20110519000516750
O.P.R.C.C.T.

PROPOSED 15' WATER EASEMENT

0.269 ACRE (11,734 SQ. FT.) FUTURE R.O.W. DEDICATION

±165 FEET TO DRIVEWAY
±480 FT TO CASARIOSA DRIVE

±2,600 FT TO MAIN STREET

IRON STAKE

N89°47'03"E 813.02'
769.57'

S89°47'03"W 813.02'
768.89'

S0°28'09"E 185.15'
S0°27'36"E 82.85'
S0°36'42"E 268.00'

N0°36'42"W 268.00'

43.45'
43.8'
32.1'
44.13'
130.0'

ISAAC J. LEEPER SURVEY, ABSTRACT NO. 52
AG
ZONING LINE
SF-7

POINT OF BEGINNING

IRON STAKE

Exhibit A:SUP 12-0012
CUSTER SUBSTATION - BLOCK A, LOT 1
BEING 4.733 ACRES (NET) / 5.002 ACRES (GROSS)
SITUATED IN THE
J. W. COX SURVEY, ABSTRACT NO. 160 &
JAMES T. JOHNSON SURVEY, ABSTRACT NO. 490
PREPARATION DATE : JULY 3, 2012

Owner/Applicant:
Brazos Electric Power Cooperative, Inc.
2404 LaSalle Avenue
Waco, TX 76706
Tel. No. 254-750-6761
Fax No. 254-750-6340
Contact: Don McKelvain

Surveyor/Engineer
Kimley-Horn & Assoc., Inc.
12700 Park Cental Dr, Ste. 1800
Dallas, TX 75251
Tel. No. 972-770-1300
Fax No. 972-239-3820
Contact: Sarah Williamson

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.
12700 PARK CENTRAL DRIVE, SUITE 1800, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn and Associates, Inc.
Engineer: SARAH T. WILLIAMSON
P.E. No. 108962 Date: 07/03/2012

PROJECT No. 064425901
DATE: JULY 2012
SCALE: AS SHOWN
DESIGNED BY: STW
DRAWN BY: HCR
CHECKED BY: KSG

CUSTER SUBSTATION

EXHIBIT A: SUP 12-0012

SHEET NUMBER
SUP-1

Packet Page -684-

IMAGES
Aerial - Contrast: -
XREFS: Base_NAD83.dwg
PLOTTED BY ROBERTS, HOLLY 7/2/2012 6:48 PM
DWG NAME K:\DAL_CIVIL\NO_PROJ\BRAZOS ELECTRIC 2012\CUSTER STATION -FRISCO\DWG\20120529-EXHIBIT A.DWG
LAYOUT NAME 20120529-EXHIBIT A
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF FRISCO SITE PLAN NOTES:

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL RQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT THE STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

NOTES

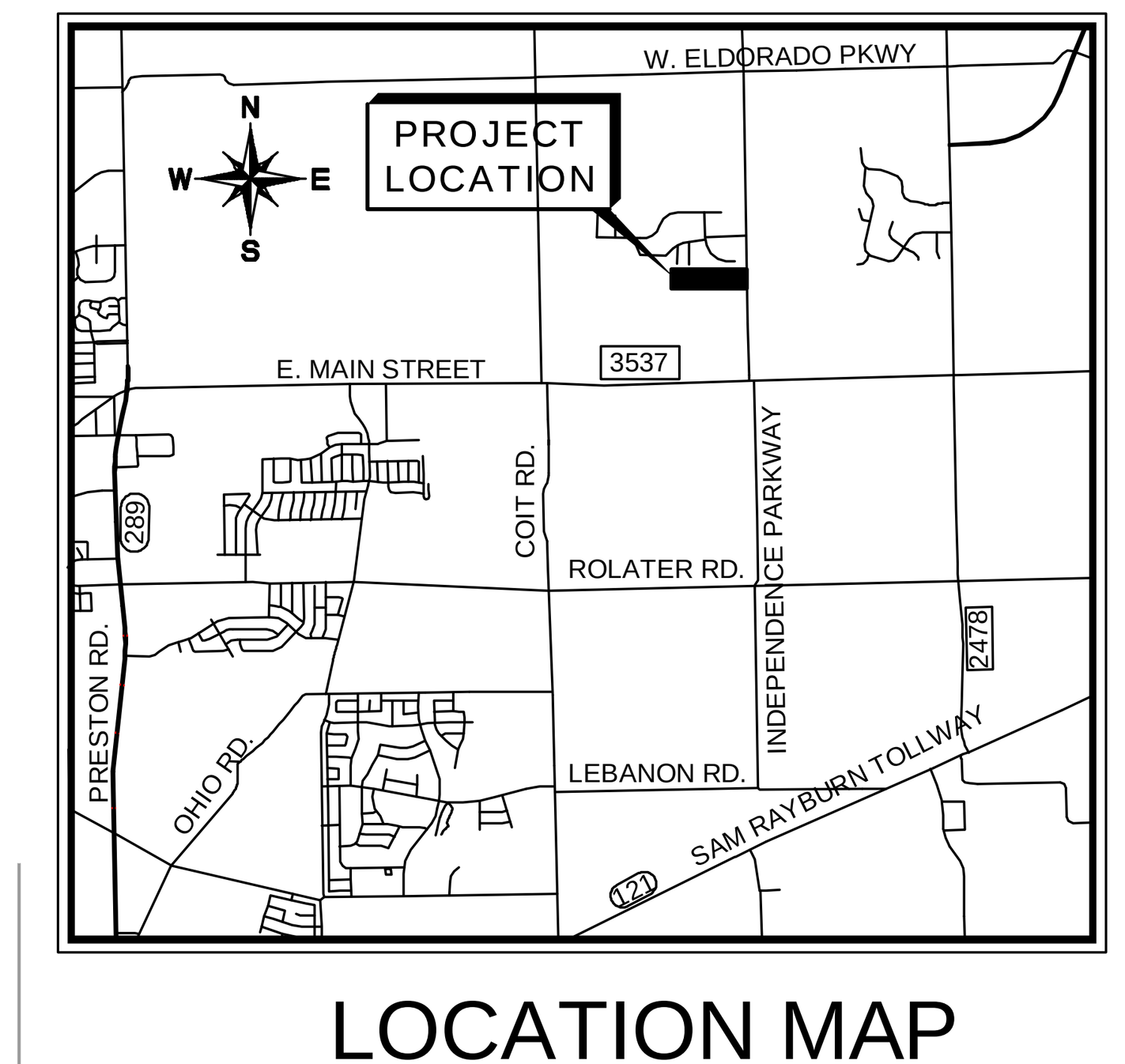
1. NO TREES TO BE REMOVED ON THIS SITE.
2. NO FLOODPLAIN EXISTS ON THIS SITE.
3. NO WATER METERS EXIST ON THIS SITE.
4. EQUIPMENT WILL BE ADDED TO THE TOWER.

SITE DATA SUMMARY TABLE

ZONING/PROPOSED USE	AG/UTILITY DISTRIBUTION FACILITY (BRAZOS SUBSTATION)
PROPOSED ZONING	AGRICULTURAL WITH SPECIFIC USE PERMIT FOR A UTILITY DISTRIBUTION FACILITY
LOT AREA	4.733 AC, 206,169 S.F.
BUILDING AREA	1,034 S.F.
BUILDING HEIGHT	9 FT.
LOT COVERAGE ALLOWED	N/A
LOT COVERAGE	0.5%
TOTAL PARKING REQUIRED	0 SPACES, UNMANNED
TOTAL PARKING PROVIDED	0 SPACES, UNMANNED
SQ. FT. IMPERVIOUS SURFACE	112,820 S.F.

LEGEND

PROPERTY BOUNDARY	
EX. SCREENING WALL TO BE REMOVED AND REPLACED WITH 8' PRE-CAST SCREENING WALL	
EX. OVERHEAD ELECTRIC	OHE
EXISTING CONTOURS	756
PROPOSED TREES	
EX. GRAVEL PAVEMENT	
EX. CONCRETE PAVEMENT	
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	O.P.R.C.C.T.
LAND RECORDS OF COLLIN COUNTY, TEXAS	L.R.C.C.T.
RIGHT-OF-WAY	R.O.W.
BARRIER FREE RAMP	BFR



LOCATION MAP
N.T.S.

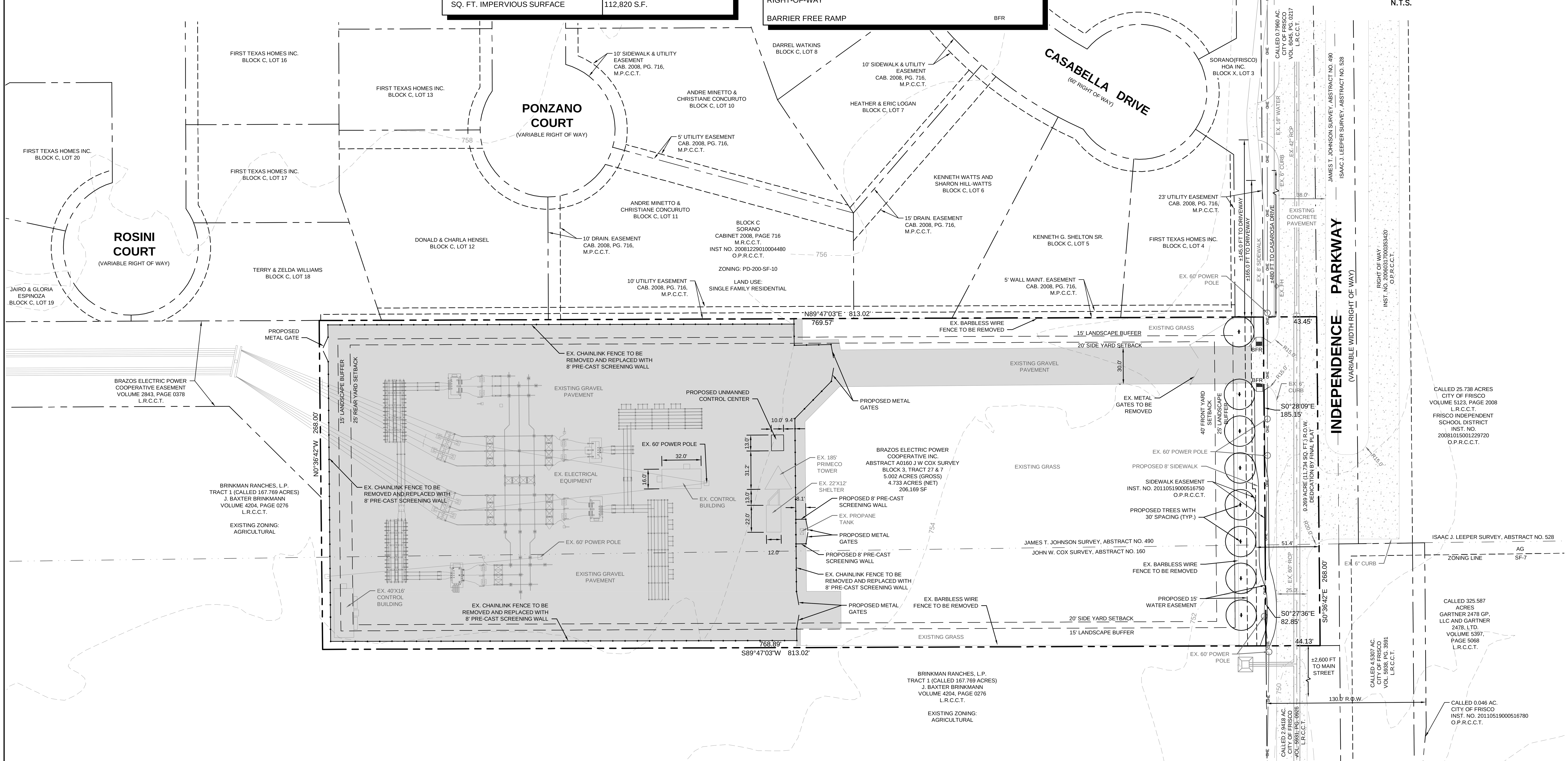


Exhibit B: SUP 12-0012
CUSTER SUBSTATION - BLOCK A, LOT 1

BEING 4.733 ACRES (NET) / 5.002 ACRES (GROSS)
SITUATED IN THE
J. W. COX SURVEY, ABSTRACT NO. 160 &
JAMES T. JOHNSON SURVEY, ABSTRACT NO. 490
PREPARATION DATE : JULY 3, 2012

Owner/Applicant:	Surveyor/Engineer
Brazos Electric Power Cooperative, Inc.	Kimley-Horn & Assoc., Inc.
2404 LaSalle Avenue	12700 Park Cental Dr, Ste. 1800
Waco, TX 76706	Dallas, TX 75251
Tel. No. 254-750-6761	Tel. No. 972-770-1300
Fax No. 254-750-6340	Fax No. 972-239-3820
Contact: Don McKelvain	Contact: Sarah Williamson

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.
12700 PARK CENTRAL DRIVE, SUITE 1800, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn and Associates, Inc.
Engineer SARAH T. WILLIAMSON
P.E. No. 108962 Date 07/03/2012

PROJECT No. 064425901
DATE: JULY 2012
SCALE: AS SHOWN
DESIGNED BY: STW
DRAWN BY: HCR
CHECKED BY: KSG

CUSTER SUBSTATION

EXHIBIT B: SUP 12-0012

Packet Page -685-

SHEET NUMBER
SUP-2

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IMAGES Aerial - Contours -
XREFS XREF x2436 - XREF xSite - XREF 20120529-xLscp
PLOTTED BY ROBERTS, HOLLY 7/16/2012 4:48 PM
DWG NAME K:\DAL_CIVIL\NO_PROJ\BRAZOS ELECTRIC 2012\CUSTER STATION - FRISCO\DWG\20120509-EXHIBIT B.DWG
LAST SAVED 7/2/2012 7:42 PM

Suzanne Morgan

From: sarah.williamson@kimley-horn.com
Sent: Friday, June 08, 2012 11:49 AM
To: Suzanne Morgan
Subject: FW: Sorano Estates - Power Station Upgrade Notice

Suzanne,

See email chain below. We are able to proceed with the Custer Substation without an HOA meeting. I assume that we will be on the same public meeting schedule as the Cobb Hill Substation?

Thanks,
Sarah

From: Carol Marszalek [mailto:carol.marszalek@singermanagement.com]
Sent: Friday, June 08, 2012 11:38 AM
To: Williamson, Sarah
Subject: FW: Sorano Estates - Power Station Upgrade Notice

Sarah,

WoooooooHoooooo!!!!!, We have confirmation for you to proceed by the President of the Board. The third time was the charm. No questions, proceed.

Thank you for your follow up and persistence!

Carol Marszalek
Community Manager
SAM, Singer Association Management, Inc.
7301 N. State Hwy. 161, Suite 360 • Irving, TX 75039
Office 972.402.8352 • Fax 214.496.9015
www.singermanagement.com

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Please consider the environment before printing this email.

From: Keith Hardesty [mailto:khardesty@firsttexashomes.com]
Sent: Friday, June 08, 2012 11:23 AM
To: Carol Marszalek
Subject: RE: Sorano Estates - Power Station Upgrade Notice

Yes, I think it will be a benefit.

Keith Hardesty

First Texas Homes
DFW Division President
500 Crescent Court Suite 350
Dallas, TX. 75201
D-214-613-3338
F-214-432-2846

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From: Carol Marszalek [mailto:carol.marszalek@singermanagement.com]
Sent: Friday, June 08, 2012 11:17 AM
To: Keith Hardesty
Subject: FW: Sorano Estates - Power Station Upgrade Notice

Keith,

I hope all is going well with you. I know how busy you are, however I have not heard back from you regarding whether you wish to have a meeting or have any questions regarding this issue. The only additional information I have is that Brazos will also be planting extra trees on Independence Parkway in front of the substation.

They need to schedule their planning meeting with the City of Frisco in order to move forward, however cannot do so until they have a response from us because Sorano Estates falls within 200' of the substation. Unless I hear otherwise, I will let them know that they can proceed as we have been properly notified.

Sarah will be available to answer any questions you might have at any time, preferably before the zoning meeting.

Thank you for your prompt response.

Regards,

Carol Marszalek
Community Manager
SAM, Singer Association Management, Inc.
7301 N. State Hwy. 161, Suite 360 • Irving, TX 75039
Office 972.402.8352 • Fax 214.496.9015
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P Please consider the environment before printing this email.

From: Carol Marszalek
Sent: Friday, May 25, 2012 11:27 AM
To: Keith Hardesty (khardesty@firsttexashomes.com)
Subject: Sorano Estates - Power Station Upgrade Notice

Keith,

I have been contacted by a firm, Kimley-Horn regarding a zoning change for the power station located behind Ponzano Court in Sorano Estates. There is a hearing with the City of Frisco to take place because this now falls in the city limits. Brazos Electric power wants to upgrade the station with a 130 S.F. unmanned control center. In order to do this they are in need of a "Specific Use permit" from the city. They are required to notify all homeowner associations prior to the hearing to offer any answers to any questions prior to the meeting.

Additionally, they will be constructing an 8' solid screening wall to replace the chain link fence. Attached is the map sent by Kimley Horn regarding the upgrade at the Custer Substation.

If you have questions or want to request a meeting, please let me know and I will arrange it. My assessment from my conversations with them is that this will not affect Sorano in any way, and in fact may benefit them with the solid wall that needs to be built. It has yet to be determined whether the wall will be brick, stucco, or what material, however it will not be wood or chain link.

Respectfully,

Carol Marszalek
Community Manager
SAM, Singer Association Management, Inc.
7301 N. State Hwy. 161, Suite 360 • Irving, TX 75039
Office 972.402.8352 • Fax 214.496.9015
www.singermanagement.com



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AGENDA ITEM #44.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **7/18/2012**

Agenda Caption: **Public Hearing: Zoning Case Z12-0012. A request to amend Planned Development-12 and Planned Development-38, rezoning a 13.1± acre tract of land on the southeast corner of Rolater Drive and Hillcrest Road from Planned Development-12-Business Center and Planned Development-38-Retail to Single Family-7 and reclassify zoning designations and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-12-Single Family-7/Duplex/Business Center and Planned Development-38-Single Family/Duplex/Retail. Neighborhoods #18 & 25.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to rezone a 13.1± acre tract from Planned Development-12-Business Center and Planned Development-38-Retail to Single Family-7 to allow for a residential development. In addition to the requested amendment to the Planned Developments, staff is recommending reclassifying the zoning designations within the Planned Developments for clarification purposes.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their July 24, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;

- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated July 25, 2012.
- Staff report.
- Location Map
- Exhibits
- Letters of support from adjacent property owners and HOAs

Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

July 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 24, 2012

Public Hearing - Zoning: Stonebryck Manor (Z12-0012)
Owner(s): Multiple Property Owners

Description:
A request to amend Planned Development-12 and Planned Development-38, rezoning a13.1± acre tract of land on the southeast corner of Rolater Drive and Hillcrest Road from Planned Development-12-Business Center and Planned Development-38-Retail to Single Family-7 and reclassify zoning designations. Zoned Planned Development-12- Single Family-7/Duplex/Business Center and Planned Development-38-Single Family/Duplex/Retail. Neighborhoods #18 & 25. MW

Result/Action:

Approved: 5-0 (Russell Absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to:

Planned Development-12

Tract A-1 – Single Family-7
Tract A-2 – Retail.
Tract B – Two Family.
Tract C – Planned Development-Single Family-7 with the following conditions:

1. Lot Area – Tract C-1: 6,600 square feet minimum; Tract C-2: 7,000 square feet minimum.
2. Lot Width – 55 feet minimum. Lots at the terminus of a cul-de-sac, on a corner, or along a curve may have a minimum lot width of 50 feet at the building line.

3. Front Yard – 25 feet minimum. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure may extend up to 15 feet from the front building line.
4. Side Yard – Tract C-1: 10% of the lot width but not less than six feet; Tract C-2: 10% of the lot width but not less than seven feet. In both tracts, not more than 10 feet.
5. Rear Yard – 10 feet. 20 feet for garage face to alley.
6. Building Height – Maximum 2.5 stories or 36 feet in height.

Planned Development-38

Tract 12 – Single Family-7
Tract 14 – Two Family (Duplex)
Tract 15 – Planned Development-Single Family with the following conditions:

1. Front Yard: Minimum 25 feet.
2. Side Yard: 10% of lot width, but not less than five feet. Maximum eight feet.
3. Rear Yard: Minimum 10 feet.
4. Lot Width: Minimum 50 feet.
5. Lot Depth: Minimum 100 feet.
6. Lot Area: Minimum 5,000 square feet.
7. Lot Coverage: Maximum 40%.

Tract 16 – Planned Development Single Family with the following conditions:

1. Front Yard: Minimum 25 feet.
2. Side Yard: 10% of lot width, but not less than six feet. Maximum 10 feet.
3. Rear Yard: Minimum 25 feet.
4. Lot Width: Minimum 55 feet at the building line. Minimum 40 feet at the property line.
5. Lot Depth: Minimum 100 feet.
6. Lot Area: Minimum 6,000 square feet.
7. Lot Coverage: Maximum 35%.

Final approval requires action by the City Council.

MW/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

July 24, 2012

Public Hearing - Zoning: Stonebryck Manor (Z12-0012)
Owner(s): Multiple Property Owners

DESCRIPTION:

A request to amend Planned Development-12 and Planned Development-38, rezoning a13.1± acre tract of land on the southeast corner of Rolater Drive and Hillcrest Road from Planned Development-12-Business Center and Planned Development-38-Retail to Single Family-7 and reclassify zoning designations. Zoned Planned Development-12-Single Family-7/Duplex/Business Center and Planned Development-38-Single Family/Duplex/Retail. Neighborhoods #18 & 25. MW

HISTORY:

Planned Development-12

Ordinance No. 93-06-03 – Zoned the property Planned Development-12/Single Family/Multifamily/Business Center.

Ordinance No. 07-11-60 – Rezoned the Multifamily tract (Tract B) to Planned Development-Duplex.

Planned Development-38

Ordinance No. 82-05-03 – Annexed the property and established the zoning boundaries for Planned Development-38.

Ordinance No. 84-09-07 – Expanded the boundaries of Planned Development-38.

Ordinance No. 87-03-01 – Rezoned a portion of PD-38 to Planned Development-50-Patio Home.

Ordinance No. 92-10-04 – Rezoned a portion of PD-38 to Planned Development-37-Patio Home/Retail.

Ordinance No. 97-05-09 – Rezoned a portion of PD-38 to Commercial-1.

Ordinance No. 04-08-66 – Rezoned the Multifamily-2 tract to Planned Development-38-Multifamily-2/Townhome (Sedona Townhomes).

Ordinance No. 05-08-67 – Amended the development standards for the Sedona Tract to allow Patio Homes as a permitted use.

CASE OVERVIEW:

The applicant is requesting to rezone a 13.1± acre tract from Planned Development-12-Business Center and Planned Development-38-Retail to Single Family-7 to allow for a residential development. In addition to the requested amendment to the Planned Developments, staff is recommending reclassifying the zoning designations within the Planned Developments. The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Residential	Planned Development-11-Single Family-8.5/Single Family-7.	Residential
East	Residential	Agricultural, Single Family-8.5, Single Family-7, Patio Home	Residential
South	Residential	Planned Development-19-Single Family-7	Residential
West	Residential & Vacant	Planned Development-37-Single Family/Retail.	Residential/Retail

The 2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan does not identify any floodplain/wetland areas or sensitive habitats on the property.

Future Land Use Plan – The Future Land Use Plan (FLUP) designates a retail node at the intersection of Hillcrest Road and Rolater Drive. Retail nodes shown at intersections are intended to depict a maximum of two corners retail. All four corners at this intersection are zoned for retail uses; therefore, reducing the amount of retail at this intersection is appropriate. This rezoning request will not leave any remnant non-residential zoning in this location.

Parks, Recreation & Open Space Master Plan – A hike and bike trail is shown on the Hike & Bike Master Plan along Hillcrest Road.

Transportation Strategy

- **Thoroughfare Plan –** Hillcrest Road and Rolater Drive, six-lane major thoroughfares, are adjacent to the site.

- **Traffic Impact Analysis** – A Traffic Impact Analysis is not required since the request for single family zoning represents a decrease in the number of trips compared to the trips generated by a Retail development.

- **Access** – Access to the development will be provided from Hillcrest Road and Rolater Drive.

Existing Utilities

- **Water –** There is a 16-inch waterline along Hillcrest Road and a 12-inch waterline along Rolater Drive. Service will need to be extended into the site at the time of development.
- **Sanitary Sewer –** An 10-inch sanitary sewer line exists along Hillcrest Road. Service will need to be extended into the site at the time of development.

Schools – The property is within the Frisco Independent School District. Shawnee Trail Elementary, Gunstream Elementary, Wester Middle School and Centennial High School are in the immediate vicinity of the property. Frisco Independent School District has not indicated a need for an additional school on this site.

RECLASSIFICATION OF ZONING DESIGNATIONS

Staff is in the process of evaluating many of the old Planned Developments in the city. Many have standards that are outdated or are now covered in the new Zoning Ordinance. Several Planned Developments, including PD-38 contain zoning designations, such as “Single Family” and “Business Center”, that were never actually zoning districts or that do not transition to current zoning districts in the equivalency table in the Zoning Ordinance. Therefore, since these Planned Developments are undergoing amendments, staff wanted to take this opportunity to “clean up” PD-12 and PD-38 at this time. ***No non-conforming uses or structures are being created with these changes.*** Also, because of the specific nature of the permitted uses in the PDs, many of the listed uses now fall under a more general category (such as “retail”) and some no longer appear in the use chart. Changes to the zoning designations are as follows:

<u>Planned Development-12</u>

Tract A-1 –
Current Zoning: PD-12-Business Center
Proposed Zoning: Single Family-7
Additional Information: This tract is the subject property under consideration by the applicant.

Tract A-2 –
Current Zoning: PD-12-Business Center
Proposed Zoning: Retail
Additional Information: In addition to minor changes in setback requirements, the most major change is allowable height. PD-12-Business Center allows a maximum height of four-stories or 56 feet in height, the Retail district allows a maximum height of two-stories or 40 feet in height.

Tract B –
Current Zoning: PD-12-Two-Family (Duplex)
Proposed Zoning: Two-Family (Duplex)
Additional Information: Governed by a separate Ordinance (07-11-60), this tract was rezoned to Planned Development-12-Two Family in 2007, however, contains no additional development standards.

Tract C –
Current Zoning: Planned Development-Single Family-7
Proposed Zoning: Remain in Planned Development.
Additional Information: The Planned Development contains several specific standards that apply to residential development that must remain in place to avoid creating any non-conforming uses or structures.

Planned Development-38

Tract 12 –
Current Zoning: Planned Development-38-Retail
Proposed Zoning: Single Family-7
Additional Information: This tract is the subject property under consideration by the applicant.

Tract 14 –
Current Zoning: Planned Development-38-Two Family
Proposed Zoning: Two Family (Duplex)
Additional Information: This property was developed as Two Family and conforms to the 2011 Zoning Ordinance standards for Two Family (Duplex) development.

Tract 15 –
Current Zoning: Planned Development-38-Single Family
Proposed Zoning: Remain in Planned Development
Additional Information: This property was zoned “Residential District Five (R-5)” under the 1984 Zoning Ordinance. The R-5 District allows lot sizes of 5,000 square feet, minimum lot widths of 50 feet, and side yard setbacks based on lot width. This zoning district does not equate to any zoning districts in the 2011 Zoning Ordinance.

Therefore, to avoid creating any non-conforming uses or structures, this tract must remain in a Planned Development with specific development standards.

Tract 16 –
Current Zoning: Planned Development-38-Single Family
Proposed Zoning: Remain in Planned Development
Additional Information: This property was zoned "Residential District Four (R-4)" under the 1984 Zoning Ordinance. The R-4 District allows lot sizes of 6,000 square feet, minimum lot widths of 55 feet, and side yard setbacks based on lot width. This zoning district does not equate to any zoning districts in the 2011 Zoning Ordinance. Therefore, to avoid creating any non-conforming uses or structures, this tract must remain in a Planned Development with specific development standards.

Non-Adjacent Tracts

PD-38 also contains tracts that are no longer contiguous to the portion of the PD being affected by this rezoning request. The tracts include properties zoned Multifamily/Townhome (Sedona Tract), Multifamily-19, and Neighborhood Service. Staff is not recommending any changes to these tracts at this time. Staff will initiate a zoning change on these properties as part of our overall goal of eliminating all of the Neighborhood Service tracts within the city.

SUMMARY:

The applicant is requesting to rezone the 13.1± Retail/Business Center tract to Single Family-7. The request is consistent with the surrounding development. Staff is in support of this request.

RECOMMENDATION:

Approval subject to:

Planned Development-12

Tract A-1 – Single Family-7
Tract A-2 – Retail.
Tract B – Two Family.
Tract C – Planned Development-Single Family-7 with the following conditions:

1. Lot Area – Tract C-1: 6,600 square feet minimum; Tract C-2: 7,000 square feet minimum.
2. Lot Width – 55 feet minimum. Lots at the terminus of a cul-de-sac, on a corner, or along a curve may have a minimum lot width of 50 feet at the building line.

3. Front Yard – 25 feet minimum. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure may extend up to 15 feet from the front building line.
4. Side Yard – Tract C-1: 10% of the lot width but not less than six feet; Tract C-2: 10% of the lot width but not less than seven feet. In both tracts, not more than 10 feet.
5. Rear Yard – 10 feet. 20 feet for garage face to alley.
6. Building Height – Maximum 2.5 stories or 36 feet in height.

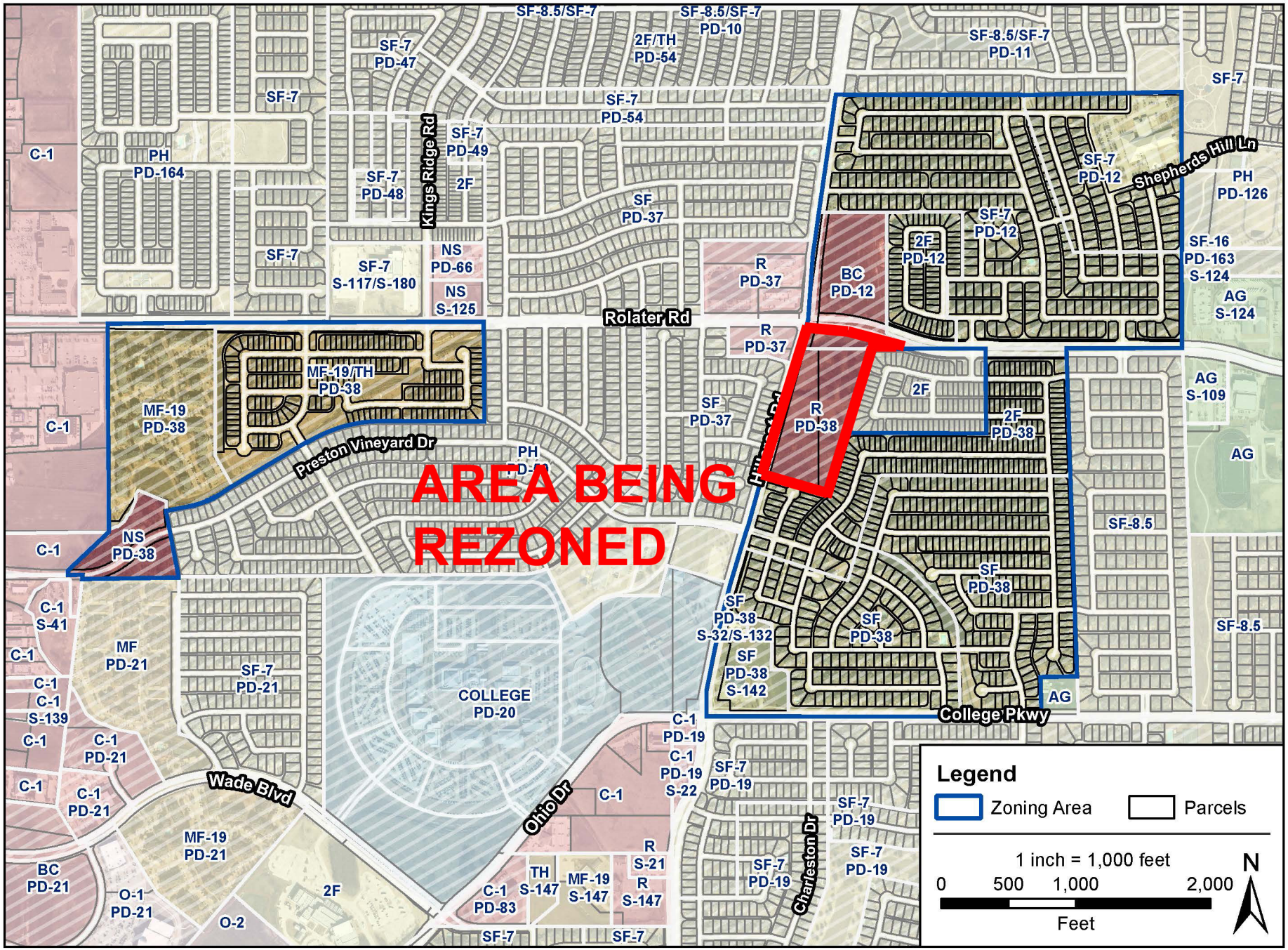
Planned Development-38

Tract 12 – Single Family-7
Tract 14 – Two Family (Duplex)
Tract 15 – Planned Development-Single Family with the following conditions:

1. Front Yard: Minimum 25 feet.
2. Side Yard: 10% of lot width, but not less than five feet. Maximum eight feet.
3. Rear Yard: Minimum 10 feet.
4. Lot Width: Minimum 50 feet.
5. Lot Depth: Minimum 100 feet.
6. Lot Area: Minimum 5,000 square feet.
7. Lot Coverage: Maximum 40%.

Tract 16 – Planned Development Single Family with the following conditions:

1. Front Yard: Minimum 25 feet.
2. Side Yard: 10% of lot width, but not less than six feet. Maximum 10 feet.
3. Rear Yard: Minimum 25 feet.
4. Lot Width: Minimum 55 feet at the building line. Minimum 40 feet at the property line.
5. Lot Depth: Minimum 100 feet.
6. Lot Area: Minimum 6,000 square feet.
7. Lot Coverage: Maximum 35%.


AREA BEING REZONED
Rolater Rd
Preston Vineyard Dr
Kings Ridge Rd
Shepherds Hill Ln
College Pkwy
Wade Blvd
Ohio Dr
Charleston Dr
SF-8.5/SF-7
SF-8.5/SF-7 PD-10
SF-8.5/SF-7 PD-11
SF-7 PD-47
2F/TH PD-54
SF-7
SF-7 PD-54
SF-7 PD-49
SF-7 PD-48
2F
SF PD-37
SF-7 PD-12
2F PD-12
BC PD-12
SF-16 PD-163 S-124
AG S-124
PH PD-126
C-1
PH PD-164
NS PD-66
SF-7 S-117/S-180
NS S-125
R PD-37
MF-19/TH PD-38
MF-19 PD-38
R PD-38
2F PD-38
AG S-109
AG
SF-8.5
NS PD-38
C-1 S-41
MF PD-21
SF-7 PD-21
COLLEGE PD-20
SF PD-38
SF PD-38 S-32/S-132
SF PD-38 S-142
C-1 S-139
C-1 PD-21
C-1 PD-19
C-1 PD-19 S-22
SF-7 PD-19
SF-7 PD-19
BC PD-21
MF-19 PD-21
O-1 PD-21
O-2
2F
C-1 PD-83
TH S-147
MF-19 S-147
R S-21
R S-147
SF-7
Legend
Zoning Area
Parcels
1 inch = 1,000 feet
0 500 1,000 2,000
Feet
N



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

BEING a tract of land situated in the J.M. BOUNDS SURVEY, ABSTRACT NO. 77, the JOHN W. COX SURVEY, ABSTRACT NO. 161 and the S.W. CASH SURVEY, ABSTRACT NO. 238, City of Frisco, Collin County, Texas and being part of that tract of land described in Deed to DPDI, Ltd., as recorded in Volume 4032, Page 2707, Deed Records, Collin County, Texas and being all of that tract of land described in Deed to DPDI, Ltd., as recorded in Volume 4983, Page 3701, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at an "X" found in concrete in the east line of Hillcrest Road, a 100 foot right-of-way, for the northwest corner of Lot 4B, Block A of THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE ONE, an Addition to the City of Frisco, Collin County, Texas according to the Plat thereof recorded in Cabinet L, Slide 471, Map Records, Collin County, Texas;

THENCE North 16 degrees 15 minutes 30 seconds East, with said east line, passing at a distance of 980.40 feet a point for the common northwest corner of said DPDI, Ltd. tract recorded in Volume 4032, Page 2707 and southwest corner of said DPDI, Ltd. tract recorded in Volume 4983, Page 3701, from which point a 5/8 inch iron rod with a red plastic cap stamped "PROBECK" found bears South 27 degrees 19 minutes 26 seconds West, 0.25 feet, and continuing in all for a total distance of 1,149.26 feet to a point for the northwest corner of said DPDI, Ltd. tract recorded in Volume 4983, Page 3701, from which point a 5/8 inch iron rod with a red plastic cap stamped "PROBECK" bears South 16 degrees 15 minutes 30 seconds West, 0.26 feet;

THENCE Easterly, with the north line of said DPDI, Ltd. tract recorded in Volume 4983, Page 3701, the following three (3) courses and distances:

South 87 degrees 00 minutes 16 seconds East, leaving said east line, a distance of 95.20 feet to a 5/8 inch iron rod with a red plastic cap stamped "PROBECK" found for corner at the beginning of a curve to the right having a central angle of 16 degrees 16 minutes 34 seconds, a radius of 1,340.00 feet and a chord bearing and distance of South 78 degrees 51 minutes 59 seconds West, 379.38 feet;

Southeasterly, with said curve to the right, an arc distance of 380.66 feet to a point for corner, from which point a 5/8 inch iron rod with a red plastic cap stamped "PROBECK" found bears South 32 degrees 53 minutes 30 seconds West, 0.20 feet;

South 69 degrees 37 minutes 30 seconds East, a distance of 237.27 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the common north line of said DPDI, Ltd. tract recorded in Volume 4032, Page 2707 and north line of THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE FIVE, an Addition to the City of Frisco, Collin County, Texas according to the Plat thereof recorded in Cabinet N, Slide 606, Map Records, Collin County, Texas for the southeast corner of said DPDI, Ltd. tract recorded in Volume 4983, Page 3701;

THENCE South 89 degrees 54 minutes 06 seconds West, leaving said north line of DPDI, Ltd. tract recorded in Volume 4983, Page 3701, a distance of 240.45 feet to a point for the northwest corner of said THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE FIVE Addition, from which point a 1/2 inch iron rod with a red plastic cap stamped "TIPTON" bears South 18 degrees 52 minutes 43 seconds West, 0.18 feet;

THENCE South 16 degrees 53 minutes 22 seconds West, with the west line of said THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE FIVE Addition, passing at a distance of 647.31 feet a point for the common southwest corner of said THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE FIVE Addition and northwest corner of the above mentioned THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE ONE Addition, and continuing with the west line of said THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE ONE Addition for a total distance of 1,081.23 feet to a 5/8 inch iron rod with a red plastic cap stamped "PROBECK" found for corner at the beginning of a curve to the right having a central angle of 23 degrees 20 minutes 35 seconds, a radius of 100.00 feet and a chord bearing and distance of South 28 degrees 40 minutes 29 seconds West, 40.46 feet;

THENCE Southerly, continuing with the west line of said THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE ONE Addition and with said curve to the right, an arc distance of 40.74 feet to a 5/8 inch iron rod with a red plastic cap stamped "PROBECK" found for the northeast corner of Lot 5A, Block A of said THE LAKES OF PRESTON VINEYARDS VILLAGES, PHASE ONE Addition;

THENCE North 73 degrees 41 minutes 10 seconds West, with the north line of said THE LAKE OF PRESTON VINEYARDS VILLAGES, PHASE ONE Addition, a distance of 455.86 feet to the POINT OF BEGINNING and containing 13.081 acres of land, more or less.

NOTES
1. LOT COUNT MAY VARY AT FINAL DESIGN.
2. NO PORTION OF RESIDENTIAL LOTS ON THIS PROPERTY IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR COLLIN COUNTY, TEXAS MAP NO. 48085C0245J AND 48085C0360J DATED JUNE 2, 2009.
3. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.



GRAPHIC SCALE
60 30 0 60 120 180
(IN FEET)
1 inch = 60 ft.

EXHIBIT A: for Z12-0012
ZONING EXHIBIT
STONEBRYCK MANOR
13.081 ACRES
AN ADDITION TO THE CITY OF FRISCO
J.M. BOUNDS SURVEY ~ ABSTRACT NO. 7
JOHN W. COX SURVEY ~ ABST. 161
S.W. CASH SURVEY ~ ABST. 238
COLLIN COUNTY, TEXAS

JUNE 2012 SCALE: 1"=60'

OWNER
DPDI, LTD c/o U.S. PROPERTIES GROUP
3665 FISHINGER BOULEVARD
HILLIARD, OHIO 43026
PH: 214-394-0580
CONTACT: BERNIE GRENON

DEVELOPER
RATLIFF DEVELOPMENT, LLC
1740 MIDWAY ROAD
LEWISVILLE, TEXAS 75056
PH: 972-436-2508
FAX: 972-221-9905
CONTACT: BRYAN A. ROBERTSON

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT : BRENT MURPHREE

DOWDEY, ANDERSON & ASSOCIATES, INC.

Packet Page -703-

1/1

12032

PD-12/PD-38 Tract Map



Associa®
Principal Management Group of North Texas

AAMC
ACCREDITED ASSOCIATION MANAGEMENT COMPANY

July 24, 2012

Bryan Robertson
Ratliff Companies
1740 Midway Road
Lewisville, Texas 75056

Dear Mr. Robertson:

The purpose of our letter is to provide you with our acknowledgement and appreciation of the information that you shared regarding the proposed Stonebryck Manor development at the meeting on June 21, 2012. We are very encouraged that this land will be zoned and developed as single family homes rather than a commercial development.

Should you have any questions, please do not hesitate to contact Meredith Nguyen, our Association Manager, at 214-387-8515 or via email at mnguyen@principal-mgmt.com.

Sincerely,

The Board of Directors for the Lakes of Preston Vineyards Villas Phase One Homeowners Association, Inc.

9001 Airport Freeway Suite 450, North Richland Hills, TX 76180 Telephone 817-451-7300 Fax 817-654-1717
3211 Internet Boulevard Suite 370 Frisco, TX 75034 Telephone 214.387.8515 Fax 214.387.8519
12700 Park Central Dr Suite 600 Dallas, TX 75251 Telephone 214.368.4030 Fax 214.361.7874 Web *www.principal-mgmt.com*

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AAMC
ACCREDITED ASSOCIATION MANAGEMENT COMPANY

July 24, 2012

Bryan Robertson
Ratliff Companies
1740 Midway Road
Lewisville, Texas 75056

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Should you have any questions, please do not hesitate to contact Meredith Nguyen, our Association Manager, at 214-387-8515 or via email at mnguyen@principal-mgmt.com.

Sincerely,

The Board of Directors for the Lakes of Preston Vineyards Villages Phase Five Homeowners Association, Inc.

9001 Airport Freeway Suite 450, North Richland Hills, TX 76180 Telephone 817-451-7300 Fax 817-654-1717
3211 Internet Boulevard Suite 370 Frisco, TX 75034 Telephone 214.387.8515 Fax 214.387.8519
12700 Park Central Dr Suite 600 Dallas, TX 75251 Telephone 214.368.4030 Fax 214.361.7874 Web *www.principal-mgmt.com*

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4SIGHT
NEIGHBORHOOD MANAGEMENT

Bryan Robertson
Ratliff Companies
1740 Midway Road
Lewisville, Texas 75056

June 25, 2012

Dear Bryan,

The purpose of our letter is to provide you with our acknowledgement and appreciation of the information that you shared regarding the proposed Stonebryck Manor development. We are very encouraged that this land will be zoned and developed as single family homes rather than a commercial development.

We would hope that you would be able to create a similar development on the northeast corner of Hillcrest and Rolater. The Preston Vineyards North Board of Directors is very supportive of this proposal and look forward to this development.

As you may know, the five member Board represents 273 homes which is located north of Rolater between Hillcrest and Coit. If there is anything that you may need from me or the board please feel free to contact me.

Warmly,

Todd Gschwend

Beckye Frey

From: Form Processor [forms@formexperts.com]
Sent: Sunday, July 22, 2012 9:18 AM
To: Project Input
Subject: Report Water Waste Submission

FORMEXPERTS.COM
The Fastest and Easiest-to-Use Website Forms. Guaranteed.

Form Name Project Input Form

Date Submitted 07/22/2012 09:18:06 AM

Project Name and/or Number:	Z12-0012
Project Location:	SE corner of rooster & hillcrest
I am:	In FAVOR of this request
Comments/Explanation:	I feel that retail will lower the value of my home which backs up to this location. In addition, would cause security concerns of theft.
Questions:	
First Name:	Shawna
Last Name:	Rutherford
Address:	11200 Chaucer dr.
City:	Frisco
State / Province:	TX
Zip / Postal:	75035
Email Address:	Shawna.rutherford@hp.com
Phone Number:	214 926-8242
I heard about this request via:	Sign on Property
Please check all that apply:	I live nearby,I work nearby,I own property nearby

AGENDA ITEM #45.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Ross Culbertson, Planner**

Date: **7/18/2012**

Agenda Caption: **Public Hearing: SUP12-0007. A request for a Specific Use Permit for a Major Automobile Repair facility and an Accessory Leasing facility on one lot on 4.5± acres on the northeast corner of Preston Road and Centenary Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Commercial-1 with a Specific Use Permit (S-139) for a Private Club. Neighborhood #24.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: Caliber Collision requests a Specific Use Permit (SUP) to develop a one-story 26,300 square foot major automobile repair facility with an adjacent 1,500 square foot accessory automobile leasing facility for the rental of vehicles associated with the main use.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing at its June 26, 2012 meeting and voted 5-0 to table the item and continue the public hearing to the July 10, 2012 meeting; requesting the applicant to revise the screening wall design and address Commissioner's concerns as to the appropriateness of the requested use within the Preston Road Overlay.

The Commission asked the applicant to acquire letters of support from adjacent property owners and businesses to address potential concerns of this use neighboring established developments, (See attached Support Letters).

The Planning & Zoning Commission held the public hearing at its July 10, 2012 meeting. The Commission voted 3-1 to approve the request as outlined in the Outcome Memo with an additional condition to revise the screen wall design from incorporating "brick openings" as presented, to containing variation in brick texture to minimize security concerns and to remove a staggered wall pattern along Centenary Way, (See Revised Fence Design Exhibits). Commissioner Russell was opposed due to the concerns over the appropriateness of the use within the Preston Road Overlay. Major Automotive Repair is allowed by SUP in the Preston Road Overlay District "Retail Sub-district" area.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated July 11, 2012.
- Staff report.
- Locator Map.
- Exhibits.
- Revised Exhibits.
- Support Letters.

Staff Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

July 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, July 10, 2012

Public Hearing -
Specific Use Permit: Mohr Addition, Block A, Lot 2 (SUP12-0007)
Owner(s): First National Bank of Omaha & CCD Opportunity Investments, Inc.

Description:
A request for a Specific Use Permit for a Major Automobile Repair facility and an accessory Automobile Leasing facility on one lot on 4.5± acres on the northeast corner of Preston Road and Centenary Way. Zoned Commercial-1 with a SUP (S-139) for a Private Club. Neighborhood #24. Tabled on 6-26-2012 with a continuation of the Public Hearing. RC

Result/Action:

Approved: 3-1 (Russell opposed; Richards & Woodard absent). Russell opposed due to the use within the Preston Road Overlay District
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to:

1. Inoperable vehicles shall not be visible from adjacent properties or from Preston Road.
2. The "Automobile Sales/Leasing, New" shall be limited to the rental of vehicles as an accessory uses.
3. Compliance with the attached preliminary façade plan.
4. Compliance with the attached screen wall design and additional planting plan. The screening wall shall be designed with no openings but contain variations in texture to avoid a "flat wall" appearance.
5. Call public hearing to rescind Specific Use Permit-139-for a Private Club.

Final approval requires action by the City Council.

RC/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

July 10, 2012

Public Hearing -
Specific Use Permit: Mohr Addition, Block A, Lot 2 (SUP12-0007)
Owner(s): First National Bank of Omaha & CCD Opportunity Investments, Inc.

DESCRIPTION:

A request for a Specific Use Permit for a Major Automobile Repair facility and an accessory Automobile Leasing faciltiy on one lot on 4.5± acres on the northeast corner of Preston Road and Centenary Way. Zoned Commercial-1 with a SUP (S-139) for a Private Club. Neighborhood #24. Tabled on 6-26-2012 with a continuation of the Public Hearing. RC

This item must be removed from the table and continue the Public Hearing.

HISTORY:

Ordinance No. 96-02-07 – City Council approved an Ordinance on February 6, 1996 amending the Zoning Ordinance to rezone 9.8± acres from Agriculture to Commercial-1.

Ordinance No. 99-07-04 – City Council approved an Ordinance on July 6, 1999 amending the Zoning Ordinance to rezone 8.1± acres from Agriculture to Commercial-1.

Ordinance No. 04-02-04 – City Council approved an Ordinance on February 3, 2004 granting a Specific Use Permit for a Private Club. This use does not pertain to the new SUP request and should be rescinded.

CASE OVERVIEW:

The applicant is requesting a Specific Use Permit to allow the development of a major automobile repair facility (Caliber Collision) with an accessory automobile rental center use. Vehicle rental falls within the definition of “Automobile Sales/Leasing, New”. The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Commercial/Office	Commercial-1	Retail
East	Vacant	Commercial-1/Planned Development and Multifamily/Planned Development	Floodplain/Open Space and Residential
South	Commercial	Commercial-1	Retail
West	Commercial	Commercial-2	Retail

COMPATIBILITY CONSIDERATIONS:

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City.

This facility is representative of non-retail uses that tend to located in mid-block areas on major thoroughfares. The corners of the major thoroughfares attract the larger retail uses; the mid-block areas tend to draw lower intensity retail stores and other commercial uses where accessibility and location is not as critical. From the initial meetings, representatives of Caliber Collision were made aware of the City's expectations of uses along Preston Road.

By their nature, collision repair facilities have historically located in heavier commercial-zoned areas of cities. As noted examples, the two-acre facility on Gary Burns Drive, west of Preston Road is zoned Industrial; the 2.3-acre facility on John W. Elliott Drive, north of Main Street is zoned C-2 Commercial. Older facilities typically do not have the area to adequately store the wrecked vehicles and therefore present a blighting image. In comparison, the Caliber Collision site on Preston Road is a 4.5-acre site with adequate parking for inoperable vehicles located behind a screening six-foot screen wall and dedicated customer parking at the front of the building.

Representatives of Caliber Collision ensured staff during preliminary project meetings that their operation would meet the requirements of the Preston Road Overlay District. As noted on the attached façade plan, the portion of facility facing Preston Road would be 100% masonry with stone accents. Bay doors will not face the street and will be furthered screened by the six-foot masonry wall with landscaping consisting of trees and shrubs.

- Updated Information: Staff has worked with the applicant to address Commissioner's concerns brought up at their June 26, 2012 Planning & Zoning Commission meeting. The applicant will present detailed improved design schemes regarding this use in context to adjacent Commercial-1 zoning and Multifamily zoning at the rear of the property. The following revisions are noted below:

Item 1 – Revised Screen Wall:
The applicant has redesigned the six-foot screen wall to incorporate a perforated brick pattern, being three-foot wide by five-foot high at intervals, on the north and south sides viewed by Preston Road and Centenary Way to suggest a softer appearance than a traditional solid masonry screen wall. The wall will have stone columns with brick caps to blend in continuity to the main facility's enhanced architecture and along Centenary Way be staggered to obscure vantage points from a street view. (See Exhibits 1-3).

Item 2 – Enhanced Landscape Planting:
The applicant has consulted with a Landscape Architect to propose a planting plan for shade trees and shrubs along the wall system to soften the appearance of the wall and to add supplemental screening above the six-foot wall height to mitigate views from nearby multi-story buildings. A coordinated landscape plan will be reviewed with a future Site Plan submittal; however, the applicant's Landscape Architect has provided a preliminary planting plan to save some existing trees on site and further address City landscaping and Preston Road Overlay requirements, (See Exhibits 4 & 5).

Item 3 – Environmental Accountability regarding this projects use:
Caliber Collision is regulated by the EPA, TCEQ, and under local ordinance applied by the Fire Code and Public Works regulations.

Item 4 – Clarification to on-site parking of rental vehicles:
The revised site plan clarifies required parking by Ordinance for the automobile repair facility is 117 parking spaces. The applicant is providing 142 spaces (113 behind the screen wall) of which 25 spaces are flexible between the automobile rental facility (for onsite storage of rental vehicles) and the repair facility.

The accessory automobile rental center is a reasonable use in conjunction with the repair facility and will serve the need of the customers. The rental facility will occupy a 1,500 square foot structure compared to the 26,300 square foot main structure. The applicant has indicated on the site plan dedicated parking for rental vehicle storage within the enclosed compound and customer parking in-front of their facility. While the rental of vehicles will be an accessory use to the collision repair facility at this site, other rental facilities operating as a primary use in the area are located in shopping centers along Preston Road.

The applicant has worked with staff to provide the necessary access, screening, and architectural continuity to be compatible with adjacent commercial uses. A preliminary façade plan has been reviewed with the Specific Use Permit application and will be attached to the Ordinance.

SUMMARY:

With appropriate screening and landscaping, and a provision prohibiting the parking or storage of inoperable vehicles visible from adjacent properties or Preston Road, the use is compatible.

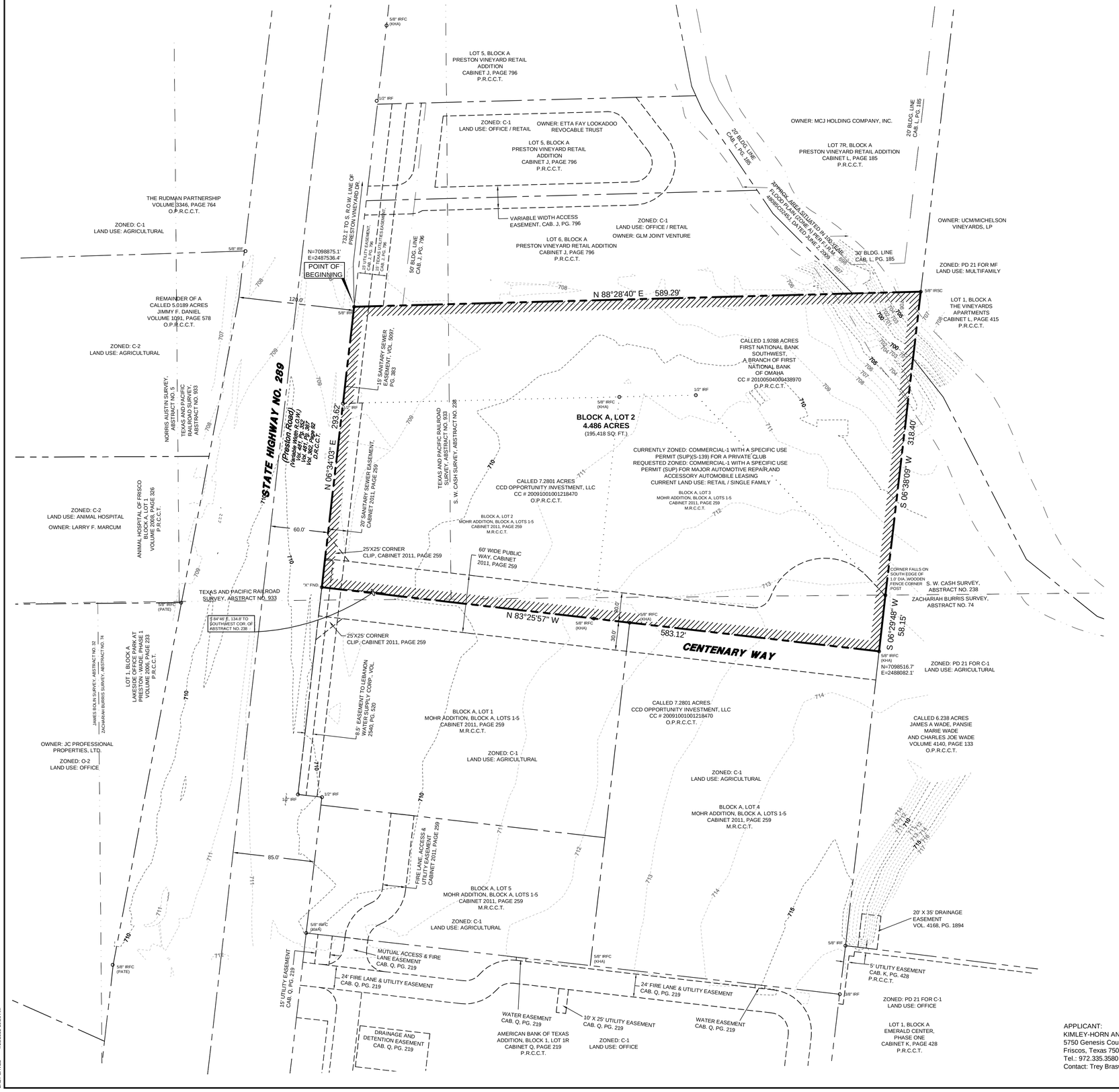
RECOMMENDATION:

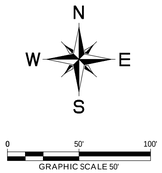
Recommended for approval subject to:

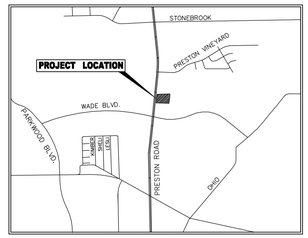
1. Inoperable vehicles shall not be visible from adjacent properties or from Preston Road.
2. The “Automobile Sales/Leasing, New” shall be limited to the rental of vehicles as an accessory uses.
3. Compliance with the attached preliminary façade plan.
4. Compliance with the attached screen wall design and additional planting plan.
5. Call public hearing to rescind Specific Use Permit-139-for a Private Club.

SUP12-0007
Mohr Addition
Block A, Lot 2









VICINITY MAP
(NOT TO SCALE)

BEING a tract of land situated in the Zachariah Burris Survey, Abstract No. 74, the S. W. Cash Survey, Abstract No. 238 and the Texas and Pacific Railroad Survey, Abstract No. 933, City of Frisco, Collin County, Texas, same being a portion of a called 7.2801 acre tract of land, conveyed to CCD Opportunity Investment, LLC, as evidenced in a Special Warranty Deed recorded in County Clerk's Instrument No. 20091001001218470 and all a called 1.9288 acre tract of land, conveyed to First National Bank Southwest, a branch of First National Bank of Omaha, as evidenced in a Substitute Trustee's Deed recorded in County Clerk's Instrument No. 20100504000438970, both of the Official Public Records of Collin County, Texas, same also being all of Lots 3 and 3, Block A of the Conveyance Plat, Mohr Addition, Block A, Lots 1-5, an Addition to the City of Frisco, Texas, according to the Plat, thereof recorded in Cabinet 2011, Page 259 of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 1.9288 acre tract, same being the southwest corner of Lot 6, Block A of Preston Vineyard Retail Addition, an Addition to the City of Frisco, Texas, according to the Final Plat recorded in Cabinet J, Page 796 of the Map Records of Collin County, Texas, same also being on the east right of way line of Preston Road (State Highway No. 289), a variable width right of way;

THENCE North 88°28'40" East, departing the east right of way line of said Preston Road, along the north line of said 1.9288 acre tract and the south line of said Lot 6, Block A and the south line of Lot 7R, Block A of Preston Retail Addition, Lot 7R, Block A, an Addition to the City of Frisco, Texas, according to the Final Plat recorded in Cabinet L, Page 185 of the Map Records of Collin County, Texas, a distance of 589.29 feet to a 5/8-inch "KHA" capped iron rod set for the northeast corner of said 1.9288 acre tract and the southeast corner of said Lot 7R, same being on the westerly line of Lot 1, Block A, The Vineyards Apartments, an Addition to the City of Frisco, Texas, according to the Final Plat recorded in Cabinet L, Page 415 of the Map Records of Collin County, Texas;

THENCE South 06°38'09" West, along the east line of said 1.9288 acre tract and the westerly line of said Lot 1 and the westerly line of a called 6.238 acre tract, conveyed to James A. Wade, Pansie Marie Wade and Charles Joe Wade as evidenced in a Deed recorded in Volume 4140, Page 133 of the Official Public Records of Collin County, Texas, a distance of 318.40 feet to a corner that falls on the south edge of a 1' diameter wooden corner post for the easterly, northeast corner of Lot 3, Block A of aforesaid Mohr Addition, Block A, Lots 1-5;

THENCE South 06°29'48" West, along the east line of said Lot 3 and continuing along the west line of said 6.238 acre tract, a distance of 58.15 feet to a 5/8-inch "KHA" capped iron rod found for the southeast corner of said Lot 3, same being the northeast corner of Lot 4, Block A of said Mohr Addition, Block A, Lots 1-5;

THENCE North 83°25'57" West, along the south line of said Lots 2 and 3 and the north line of said Lot 4 and Lot 1, Block A of said Mohr Addition, Block A, Lots 1-5, a distance of 583.12 feet to an "X" cut found for the southwest corner of said Lot 2, same being on the east right of way line of said Preston Road (State Highway No. 289);

THENCE North 06°34'03" East, along the west line of said Lot 2, the west line of aforesaid 1.9288 acre tract and the east right of way line of said Preston Road (State Highway No. 289), a distance of 293.62 feet to the **POINT OF BEGINNING** and containing 4.486 acres (195,418 square feet) of land, more or less.

Bearing system based on the City of Frisco control network using Station No. 1 and its related azimuth mark. The bearings shown hereon are Grid values. The distances shown hereon are Surface values. To convert the Surface distances to Grid values, multiply the distances shown by a Combined Scale Factor of 0.999845935.

Notes :

1.) According to Map No. 48085C0245 J, dated June 2, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Dallas County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "A" (100-Year Floodplain) and Zone "X" (unshaded) which is not within a special flood hazard area. For the portions of this site not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND
IRF = IRON ROD FOUND
IRFC = IRON ROD WITH CAP FOUND
IRSC = IRON ROD WITH CAP SET
WE = WATER EASEMENT
DE = DRAINAGE EASEMENT
SSE = SANITARY SEWER EASEMENT
UE = UTILITY EASEMENT
SWE = SIDEWALK EASEMENT
DCEC = DENTON COUNTY ELECTRIC COOPERATIVE

EXHIBIT A: SUP # 12-0007

MOHR ADDITION

BLOCK A, LOT 2
BEING 4.486 ACRES SITUATED IN
ZACHARIAH BURRIS SURVEY, ABSTRACT NO. 74, S. W. CASH SURVEY, ABSTRACT NO. 238 & TEXAS AND PACIFIC RAILROAD SURVEY, ABSTRACT NO. 933
CITY OF FRISCO, COLLIN COUNTY, TEXAS

APPLICANT:
KIMLEY-HORN AND ASSOCIATES, INC.
5750 Genesis Court, Ste. 200
Frisco, Texas 75034
Tel.: 972.335.3580
Contact: Trey Braswell, P.E.

CO-OWNER:
FIRST NATIONAL BANK SOUTHWEST, A BRANCH OF FIRST NATIONAL BANK OF OMAHA
4500 Preston Road
Frisco, Texas 75034
Tel.: 469.633.8400
Contact:

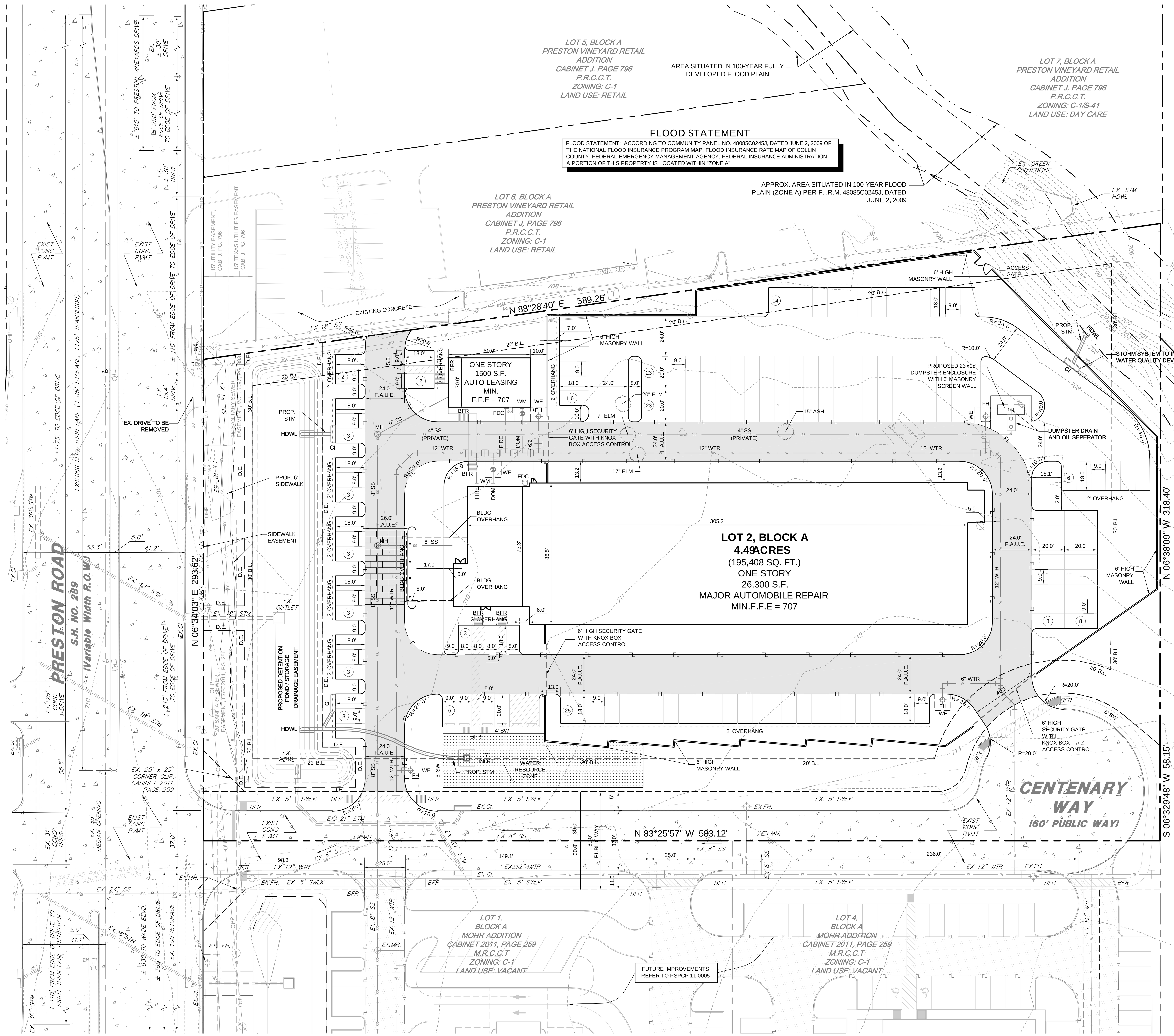
CO-OWNER:
CCD OPPORTUNITY INVESTMENT, LLC
14643 Dallas Parkway, Ste. 1000
Dallas, Texas 75254
Tel.: 214.273.8656
Contact: Gary Horn

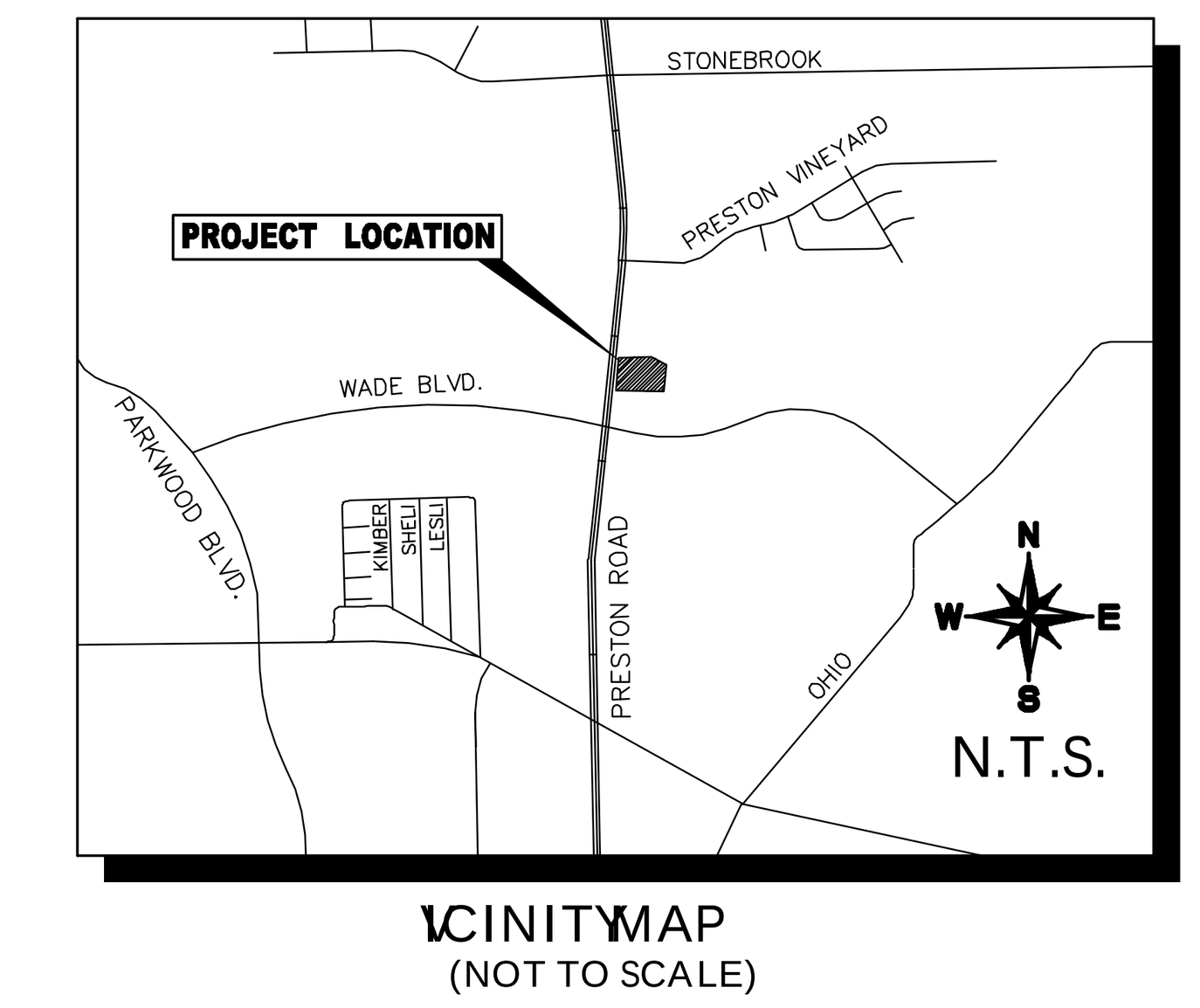
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	MBM	DAB	04/19/2012	069309500	1 OF 1

IMAGES
XREFS
PLOTTED BY
DWG NAME
LAST SAVED

MARX, MICHAEL, 6/15/2012 7:22 AM
K:\DAL_SURVEY\69309500-CALIBER COLLISION_LDD\69309500 CONV PLAT\DWG\CALIBER COLLISION CP.DWG
6/14/2012 10:23:1 AM





VICINITY MAP
(NOT TO SCALE)

NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE
2. ALL RADII ARE 2.5' UNLESS NOTED OTHERWISE.
3. ALL FIRE LANE RADII ARE MINIMUM 20' AT FACE OF CURB.
4. CONTRACTOR TO VERIFY T.A.S. COMPLIANCE. FOR ANY QUESTION CONTACT CIVIL ENGINEER IMMEDIATELY.
5. ALL FIRE HYDRANTS ARE TO BE IN A 10' x 10' WATER EASEMENT.
6. ALL DOMESTIC AND IRRIGATION WATER SERVICES ARE TO BE IN A 10' x 10' WATER EASEMENT.
7. THE PROTECTED 20",18", 17", 7" ELM TREES AND 15" ASH TREE LABELED ON PLAN TO BE REPLACED OR MITIGATION COST TO BE PAID.
8. GATES PROVIDED ACROSS FIRE LANES MUST BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE FIRE CODE.

SITE DATA SUMMARY TABLE

ZONING / PROPOSED USE	C-1 WITH AN SUP FOR MAJOR AUTOMOBILE REPAIR AND AUTOMOBILE LEASING
LOT AREA / SQ. FT. AND AC	195,408 SQ. FT. 4.49 AC
BUILDING AREA (gross square footage)	1,500 SQ. FT. CAR RENTAL 26,300 SQ. FT. AUTOMOTIVE REPAIR
BUILDING HEIGHT (feet and number of stories)	1 STORY, 30'
LOT COVERAGE	14.2%
FLOOR AREA RATIO	0.14:1
TOTAL PARKING REQUIRED CAR RENTAL (GEN. RETAIL - 1/200 S.F.) AUTO. REPAIR (3/BAY +1/EMPLOYEE) TOTAL	 8 SPACES 109 SPACES 117 SPACES
TOTAL PARKING PROVIDED	142 SPACES
TOTAL HANDICAP REQUIRED	5 SPACES
TOTAL HANDICAP PROVIDED NOTE: HANDICAP PARKING IS IN ACCORDANCE W/ ADA STANDARDS	5 SPACES
WATER RESOURCE ZONE REQUIRED (5% of parking surface area)	3,306 SQ. FT.
WATER RESOURCE ZONE PROVIDED (5.3% of parking surface area)	3,635 SQ. FT.
SQ. FT. IMPERVIOUS SURFACE	128,925 SQ. FT.
USABLE OPEN SPACE REQUIRED (7.0%)	13,679 SQ. FT.
USABLE OPEN SPACE PROVIDED (12.6%)	24,586 SQ. FT.

CITY OF FRISCO SITE PLAN NOTES

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICT BETWEEN PLANS.

2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.

3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.

4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

LEGEND

PROPOSED FIRE LANE, ACCESS & UTILITY EASEMENT	(X) NUMBER OF PARKING SPACES
PROPOSED LOT LINE	R RADIUS
PROPOSED BLDG SETBACK	BFR BARRIER FREE RAMP
PROPOSED LSCP SETBACK	SW SIDEWALK
PROPOSED WATER LINE	LS LANDSCAPE SETBACK
PROPOSED SANITARY SEWER	BL BUILDING LINE / SETBACK
PROPOSED STORM SEWER	CI STORM SEWER CURB INLET
PROPOSED IRRIGATION METER	STM STORM SEWER
PROPOSED FIRE HYDRANT	FH FIRE HYDRANT
EXISTING CONTOUR	MH MANHOLE
ENHANCED PAVING SECTION (SCORED / STAMPED CONCRETE WITH FULL COLOR DEPTH)	SS SANITARY SEWER
	F.A.U.E. FIRELANE, ACCESS & UTILITY EASEMENT
	W.E. WATER EASEMENT
	D.E. DRAINAGE EASEMENT

PROTECTED TREE NOTE

EXISTING TREES ONSITE WILL BE REMOVED. REFER TO GENERAL TREE SURVEY FOR TREE INFORMATION

OWNER
FIRST NATIONAL BANK OF OMAHA
1620 DODGE STREET, STOP 1050
OMAHA, NE 68197
PHONE: (402) 602-7337

OWNER
CCD OPPORTUNITY INVESTMENT , INC.
14603 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254
PHONE: (214) 273-8656

APPLICANT /ENGINEER /SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
5750 GENESIS COURT SUITE 200
FRISCO, TX 75034
PHONE: (972) 335-3580
FAX: (972) 335-3779
CONTACT: TREY BRASWELL, P.E.

EXHIBIT B: SP#12-0007

MOHR ADDITION

LOT 2, BLOCK A
BEING 4.49 ACRES OUT OF
ZACHARIAH BURRIS SURVEY, ABSTRACT NO. 74,
S. W. CASH SURVEY, ABSTRACT NO. 238 &
TEXAS AND PACIFIC RAILROAD SURVEY,
ABSTRACT NO. 933
CITY OF FRISCO,COLLIN, COUNTY, TEXAS
PREPARED JUNE 12, 2012

No.	REVISIONS	DATE	BY

CITY OF FRISCO PROJECT NO. PSPCP 12-0007

Kimley-Horn and Associates, Inc.
5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
PHONE: 972-335-3580 FAX: 972-335-3779
WWW.KIMLEY-HORN.COM
FIRM NO. F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn and Associates, Inc.
Engineer ROY BRASWELL, P.E.
P.E. No. 104908 Date 06/12/12

KHA PROJECT 69309500
DATE 06/12/12
SCALE AS SHOWN
DESIGNED BY: TBB
DRAWN BY: TBB
CHECKED BY: TBB

CALIBER COLLISION
CITY OF FRISCO

EXHIBIT B: SP#12-0007

SHEET NUMBER
1 OF 1

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CALIBER COLLISION

FRISCO, TX | JULY 5, 2012

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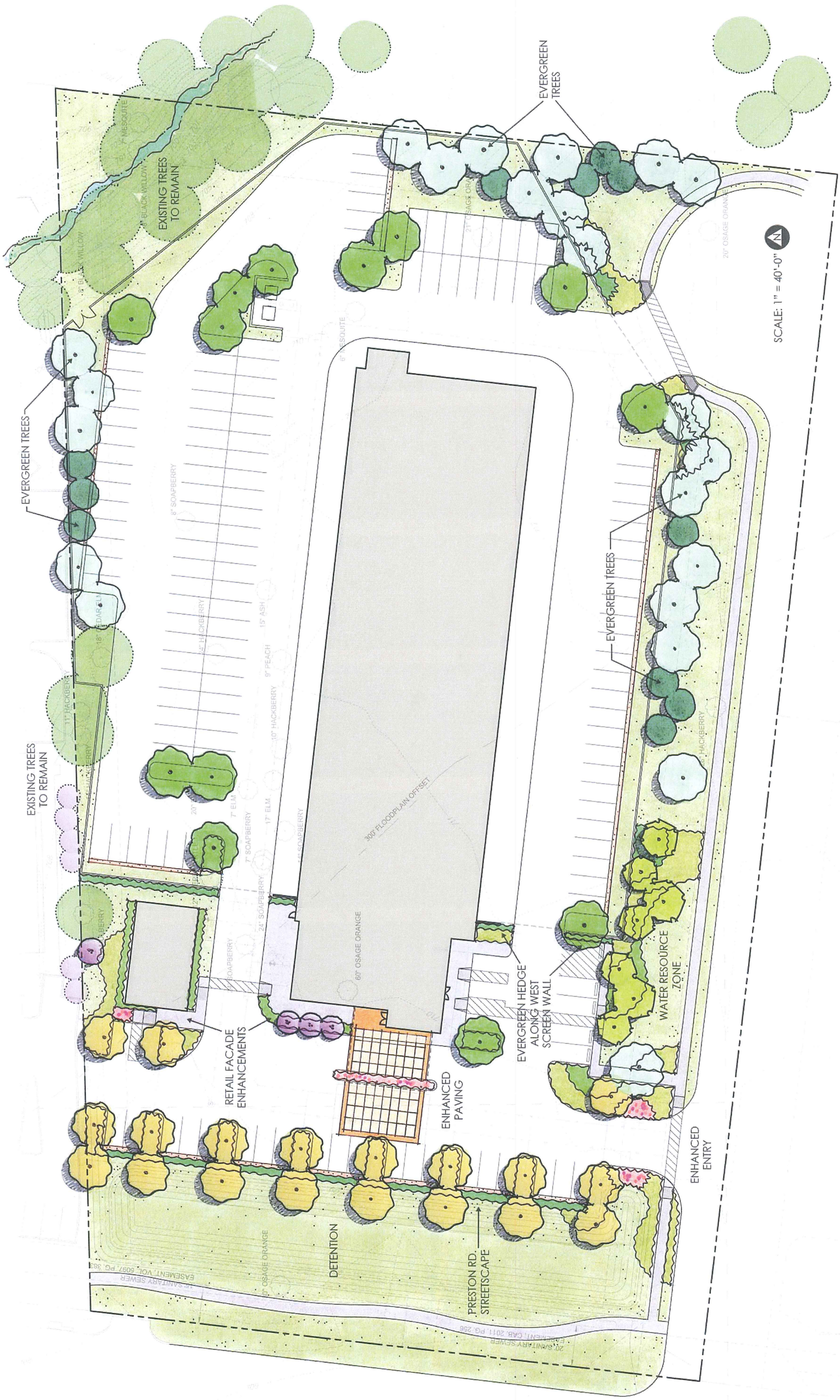


EXHIBIT 4

Caliber Collision - Conceptual Landscape Plan

Frisco, Texas

NCA Partners ARCHITECTURE

earthorfdesign



WEST ELEVATION



SOUTH ELEVATION

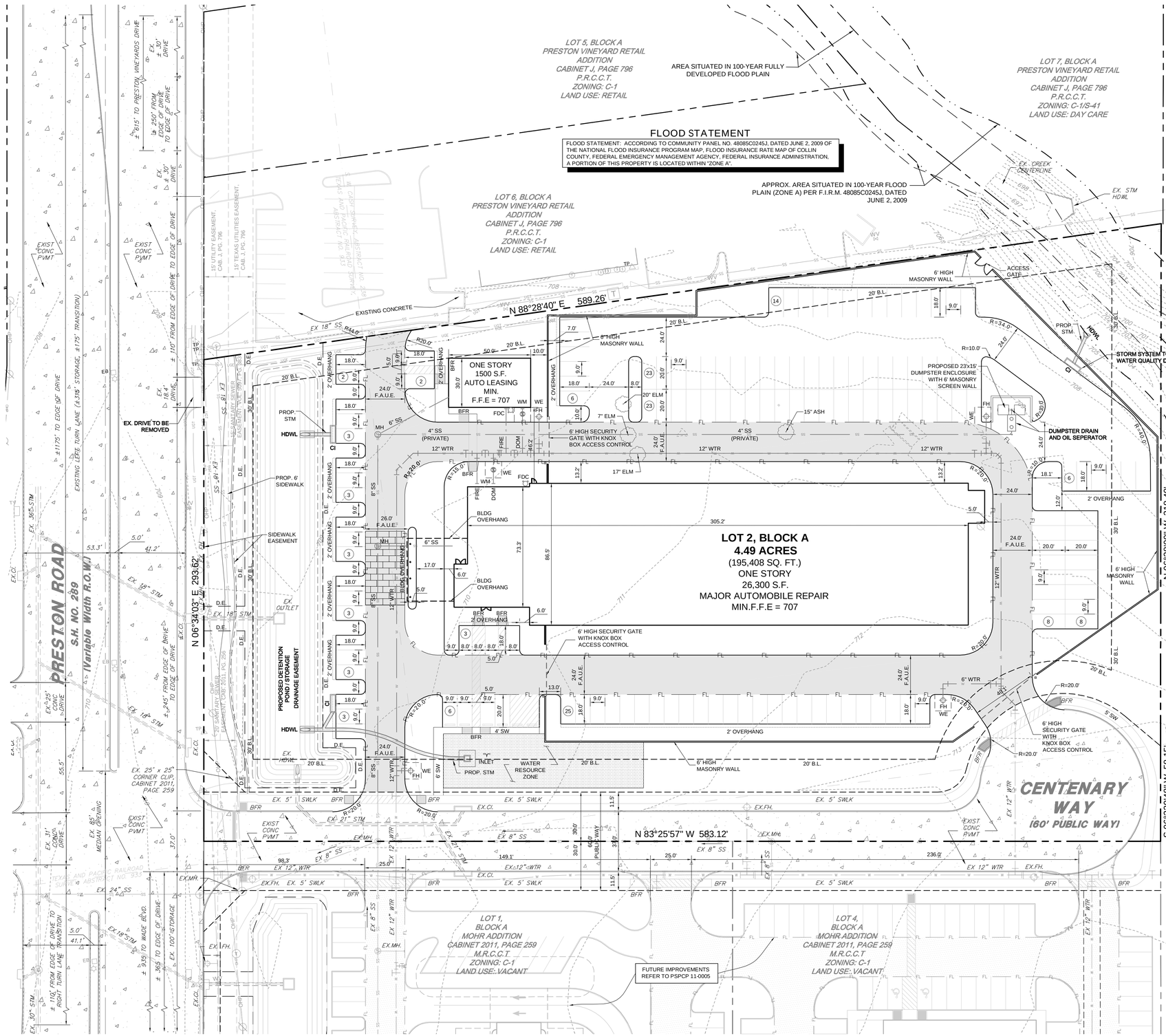


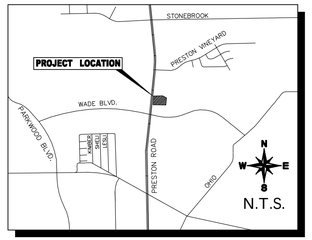
NORTH ELEVATION

CALIBER COLLISION

FRISCO, TX | JUNE 19, 2012

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ARCHITECTURE





VICINITY MAP
(NOT TO SCALE)

NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE
2. ALL RADII ARE 2.5' UNLESS NOTED OTHERWISE.
3. ALL FIRE LANE RADII ARE MINIMUM 20' AT FACE OF CURB.
4. CONTRACTOR TO VERIFY T.A.S. COMPLIANCE. FOR ANY QUESTION CONTACT CIVIL ENGINEER IMMEDIATELY.
5. ALL FIRE HYDRANTS ARE TO BE IN A 10' x 10' WATER EASEMENT.
6. ALL DOMESTIC AND IRRIGATION WATER SERVICES ARE TO BE IN A 10' x 10' WATER EASEMENT.
7. THE PROTECTED 20",18", 17", 7" ELM TREES AND 15" ASH TREE LABELED ON PLAN TO BE REPLACED OR MITIGATION COST TO BE PAID.
8. GATES PROVIDED ACROSS FIRE LANES MUST BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE FIRE CODE.

SITE DATA SUMMARY TABLE

ZONING / PROPOSED USE	C-1 WITH AN SUP FOR MAJOR AUTOMOBILE REPAIR AND AUTOMOBILE LEASING
LOT AREA / SQ. FT. AND AC	195,408 SQ. FT. 4.49 AC
BUILDING AREA (gross square footage)	1,500 SQ. FT. CAR RENTAL 26,300 SQ. FT. AUTOMOTIVE REPAIR
BUILDING HEIGHT (feet and number of stories)	1 STORY, 30'
LOT COVERAGE	14.2%
FLOOR AREA RATIO	0.14:1
TOTAL PARKING REQUIRED CAR RENTAL (GEN. RETAIL - 1000 S.F.) AUTO. REPAIR (3/BAY + 1/EMPLOYEE) TOTAL	8 SPACES 109 SPACES 117 SPACES
TOTAL PARKING PROVIDED	142 SPACES
TOTAL HANDICAP REQUIRED	5 SPACES
TOTAL HANDICAP PROVIDED NOTE: HANDICAP PARKING IS IN ACCORDANCE W/ ADA STANDARDS	5 SPACES
WATER RESOURCE ZONE REQUIRED (5% of parking surface area)	3,306 SQ. FT.
WATER RESOURCE ZONE PROVIDED (5.6% of parking surface area)	3,722 SQ. FT.
SQ. FT. IMPERVIOUS SURFACE	128,925 SQ. FT.
USABLE OPEN SPACE REQUIRED (7.0%)	13,679 SQ. FT.
USABLE OPEN SPACE PROVIDED (12.6%)	24,586 SQ. FT.

CITY OF FRISCO SITE PLAN NOTES

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICT BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

LEGEND

PROPOSED FIRE LANE, ACCESS & UTILITY EASEMENT	(X) NUMBER OF PARKING SPACES
PROPOSED LOT LINE	R RADIUS
PROPOSED BLDG SETBACK	BFR BARRIER FREE RAMP
PROPOSED LSCP SETBACK	SW SIDEWALK
PROPOSED WATER LINE	LS LANDSCAPE SETBACK
PROPOSED SANITARY SEWER	BL BUILDING LINE / SETBACK
PROPOSED STORM SEWER	CI STORM SEWER CURB INLET
PROPOSED IRRIGATION METER	STM STORM SEWER
PROPOSED FIRE HYDRANT	FH FIRE HYDRANT
EXISTING CONTOUR	MH MANHOLE
ENHANCED PAVING SECTION (SCORED / STAMPED CONCRETE WITH FULL COLOR DEPTH)	SS SANITARY SEWER
	F.A.U.E. FIRELANE, ACCESS & UTILITY EASEMENT
	W.E. WATER EASEMENT
	D.E. DRAINAGE EASEMENT

PROTECTED TREE NOTE

EXISTING TREES ONSITE WILL BE REMOVED. REFER TO GENERAL TREE SURVEY FOR TREE INFORMATION

OWNER
FIRST NATIONAL BANK OF OMAHA
1620 DODGE STREET, STOP 1050
OMAHA, NE 68197
PHONE: (402) 602-7337

OWNER
CCD OPPORTUNITY INVESTMENT , INC.
14603 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254
PHONE: (214) 273-8656

APPLICANT / ENGINEER / SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
5750 GENESIS COURT SUITE 200
FRISCO, TX 75034
PHONE: (972) 335-3580
FAX: (972) 335-3779
CONTACT: TREY BRASWELL, P.E.

EXHIBIT B: SUP# 12-0007
MOHR ADDITION
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TEXAS AND PACIFIC RAILROAD SURVEY,
ABSTRACT NO. 933
CITY OF FRISCO,COLLIN, COUNTY, TEXAS
PREPARED JULY 11, 2012

No.	REVISIONS	DATE	BY

CITY OF FRISCO PROJECT NO. PSPCP 12-0007

Kimley-Horn and Associates, Inc.
5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
PHONE: 972-335-3580 FAX: 972-335-3779
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Kimley-Horn and Associates, Inc.
Engineer ROY BRASWELL, P.E.
P.E. No. 104908 Date 07/11/12

KHA PROJECT 069095000
DATE 07/11/12
SCALE AS SHOWN
DESIGNED BY: TBB
DRAWN BY: TBB
CHECKED BY: TBB

CALIBER COLLISION
CITY OF FRISCO
COLLIN COUNTY, TEXAS

EXHIBIT B:
SUP#12-0007

SHEET NUMBER
1 OF 1

Packet Page -725-

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IMAGES
XREFS
PLOTTED BY
DWG NAME
LAST SAVED
XREF e1ak - XREF @hdr - XREF t1op - XREF k1sh Exist - XREF k0ls-Exist - XREF k0ls-Caliber - XREF k0ls-Proposed - XREF k0rm - XREF k0tl
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CALIBER COLLISION

FRISCO, TX | JULY 12, 2012

NCA | Partners
ARCHITECTURE

CALIBER COLLISION

FRISCO, TX | JULY 12, 2012

NCA | Partners
ARCHITECTURE

From: Will Russell
To: John Webb
Cc: John Lettelleir
Subject: FW: Calliber Collision
Date: Monday, July 09, 2012 5:54:21 PM

John,

Please distribute this additional input on the Caliber Collision item to the commissioners. It's a response from the Senior VP of the Frisco branch of the American Bank of Texas, rather than the McKinney branch's VP, as was provided by the PlanRight representive in your email this morning.

This one, seen below, is a bit more detailed response.

Thanks!

Will

From: Clay M. Carter [ccarter@abtexas.com]
Sent: Monday, July 09, 2012 5:02 PM
To: Will Russell
Subject: Calliber Collision

Mr. Russell,

This email is in response to the proposed specific use permit for an automotive repair facility on Preston Road.
Although this type of facility probably wouldn't be our first choice for a next door neighbor, I do think the revised design schemes proposed will help with our concerns.

Our primary concern is for our second-floor tenants that will have a direct view of the property. The revised screening wall and additional landscaping should help. We would like to request the use of more "mature" landscaping which will help with the screening immediately.

I really appreciate you soliciting input on this issue since our building is located next door to the subject land.

Thank you,

Clay Carter
American Bank of Texas
Senior Vice President

Notice:

Information contained in this transmission is intended for the use of the individual or entity named above and may contain legally privileged and/or confidential information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please permanently

MOHR
CAPITAL

July 6, 2012

CCD Opportunity Investments, Inc.
14603 Dallas Parkway
Suite 1000
Dallas, TX 75254

Re: Proposed Caliber Collision - Frisco, Texas

To Whom it May Concern:

CCD Opportunity Investments, Inc. owns Lots 1, 4, and 5, Block A of the Mohr Addition. This property is approximately 4.7 acres immediately south of the proposed Caliber Collision project. We are in favor of the proposed development as shown on the Preliminary Site Plan which was submitted to the City.

Sincerely,

Gary A. Horn
Chief Investment Officer

AGENDA ITEM #46.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

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

Thru: **George Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services
Jeremy Starritt, Environmental Services Manager

From: **Greg Carr, Code Enforcement**
Steve Covington, Building Official

Date: **July 31, 2012**

Subject: **Consider and act upon the adoption of a fence ordinance. (Development Services)**

Action Requested:

City Council approval of a fence ordinance consolidating fencing requirements in one ordinance for the public's convenience and staff administration.

Background Information:

This item was presented to Council on June 05, 2012. There were several questions presented at that time.

Metal posts

The use of wood versus metal posts is addressed in Exhibit B. The end results shows that steel posts has a lower cost per year for the homeowner.

Pool Barrier requirements

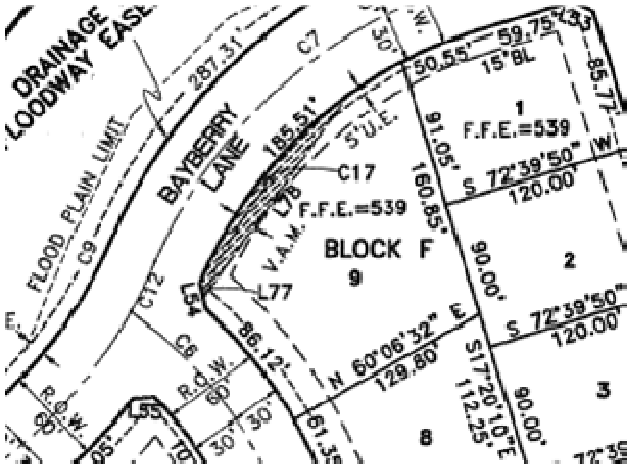
City asked that the pool barrier requirements be referenced for the public's convenience. This reference has been added in subsection 18-495.

Grandfathering those with current fences

This ordinance would only apply to new fences or fences that require repair of 50% or more of the fence. The revised ordinance does not require any resident to retrofit current fencing.

Why require fence permits

A permit forces the contractor to make a minimal effort to build a fence that complies with regulations and avoid the fence from encroaching into easements and complying with the City's development standards. There are easements, VAMs (visual, access and maintenance easements), setbacks and Planned Developments that all would not be known by a contractor if they do not complete their due diligence in obtaining a permit. The only way to enforce the regulations is through permitting. Without permits, additional cost would be added to the homeowner to correct fences installed in violation of the standards.



The permit also records what was proposed, so the burden is on the contractor to follow through regarding a complaint about installation of the fence. If permits were not issued, staff would have no way to determine what was built and when it was built.

The permit fee for a fence is $20. That fee does not cover the current costs of issuing the permit. The permit fee charged assists in part to offset the cost of responding to fence complaints.

Contractors

The question was asked if fence contractors could be listed on the City website. This can be accomplished.

The following information is required to register as a fence contractor;

- Company name
- Company address
- Company phone number and email address if they have one
- Responsible individual's name
- Responsible individual's address
- Responsible individual's phone and email address if they have one
- Proof of liability insurance
- A valid photo ID.
- There is no charge to register

Key lot

The section (18-484.2.C) regarding key lots was updated. It allows an opaque tubular steel or wrought iron fence (up to 8 feet tall) to be located up to five feet of the property line. The fence wasn't allowed to go all the way up to the property line due to the fact that most residents will plant vegetation behind the fence and cause a sight visibility issue for the neighboring resident to safely back out of their driveway.

Requirement for HOA approval prior to issuing fence permit

This is not currently required. HOA requirements are private restrictions that are enforceable only by the parties to the agreement.

There are several issues that could arise from requiring an HOA approval letter prior to issuing a fence permit.

1. The State places a time requirement on cities to provide review comments. Requiring a HOA to sign off could place the City in violation, and unnecessary delay the issuance of the permit.
2. There are numerous HOAs within the City. It would add additional workload on staff to check what the HOA requirements are for each permit.
3. A homeowner may be pursuing approval of HOA and City concurrently. Requiring one entity to approve before another would lengthen the permit process.
4. An HOA may want to see a City permit prior to them approving their plans.

The statement "THIS SUBDIVISION MAY REQUIRE H.O.A. DESIGN APPROVAL PRIOR TO PLAN SUBMITTAL AND CONSTRUCTION" is added to all fence permits, and it is up to the applicant to follow through with the HOA review/approval.

Shared, line or partition fences

The idea of implementing a program where the first person that builds a fence is the one required for future maintenance was brought up.

1. There would be a number of fence ownership records to determine who is responsible for sections of the fence. Typically, the homebuilder builds the fence, and the homebuilder next to the first home connects to the fence, and so on. It could be very difficult as some properties may be responsible for their entire fence, while the neighbor isn't responsible for any of the fence around their property. There is also the issue if the person that originally built the fence removes it and then the neighbor replaces it.
2. It would be necessary to be able to track what portion of each fence belonged to what property. To be able to track ownership;
    a. It would require a GIS component to track. Information Technology has related that it would be a significant expense to create a layer on GIS and then to maintain it with correct information, or
    b. Each case would have to be researched to determine the correct ownership of the fence segment. This would increase staff time required for each case to research and determine ownership.
3. The City does not require a homeowner to have a fence.

Implementing this requirement could infer unintended consequences.

1. Increase cost to city in either creating a GIS component capable of tracking or increasing staff time to research each case.
2. Would require residents to incur the cost of a survey to insure fence is on their property.
3. Would require more inspections to insure that fence is built on the property.
4. Could create additional issues of residents not wanting their neighbor's fence to come on their property to attach to their fence.
5. Could increase the number of dual fences between properties. This creates issues of maintenance of the area between the fences and ability to access area between fences for maintenance.

Additional input

Section 18-494, under subsection A was reworded to show the requirements as "or".

Board Review/Citizen Input:

A meeting was held with HOA management company personnel on December 16, 2011. We received several responses. All were supportive with most wanting stricter requirements.

The ordinance was provided to the Frisco Home Builders Association and fence contractors for review period of five weeks. There were no comments received.

The ordinance was resent to Frisco Developers Council, and fence contractors that provided their email address upon registration. They were given three weeks to review and provide comments. There were no comments received.

Alternatives: City Council could:

- Approve as submitted;
- Approve with conditions;
- Table for further consideration; or
- Deny.

Financial Considerations:

There is no anticipated financial impact to the City. Improved standards will impact residents by requiring less maintenance. Improved standards will reduce the work load of enforcement staff that deal with fences that are blown down.

Legal Review: The City Attorney's office has reviewed the ordinance.

Supporting Documents:

- Ordinance
- Exhibit A – Ordinance Attachment
- Examples

- Exhibit B – Use of metal posts versus wood posts

Recommendation: Staff recommends approval.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, ADOPTING ARTICLE IX (FENCE REGULATIONS) TO CHAPTER 18 (BUILDINGS AND BUILDING REGULATIONS) OF THE FRISCO CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that it is necessary to regulate fences within the city limit; and

WHEREAS, the City Council has investigated and determined that it will be advantageous, beneficial and in the best interest of the citizens of the City of Frisco, Texas ("Frisco") to adopt fence regulations to Chapter 18 (Buildings and Building Regulations to Frisco's Code of Ordinances; and

WHEREAS, the City Council has determined that it is necessary to enact this Ordinance to protect the health and welfare of its residents; and

WHEREAS, the City Council has investigated and determined that in order to most effectively make the additions, deletions and amendments necessary to Frisco's Code of Ordinances, Chapter 18 (Buildings and Building Regulations), it is in the best interest of the citizens of Frisco to adopt this ordinance by adding Article IX (Fence Regulations).

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

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

SECTION 2: Amendment to Frisco's Code of Ordinances, Chapter 18 (Buildings and Building Regulations) of Frisco's Code of Ordinances to add Article IX (Fence Regulations). Chapter 18 (Buildings and Building Regulation) of Frisco's Code of Ordinances is hereby amended for the sole purpose of adopting new fence regulations as set forth in **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

SECTION 3: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: **Savings/Repealing Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinance shall remain in full force and effect.

SECTION 5: **Severability.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, 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 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

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

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"

Article VIII. FENCE ORDINANCE

Sec. 18-472 Purpose.
This Chapter provides uniform standards for the erection and maintenance of fences. All fences in this Chapter shall be erected and maintained in accordance with these standards. The general objectives of these standards are to promote health, safety, welfare, convenience and enjoyment of the public, and in part to achieve the following:

Safety. To promote the safety of persons and property by providing that fences do not:

- **A.** Create a hazard due to collapse, fire, decay or abandonment;
- **B.** Obstruct firefighting or police observation ability;
- **C.** Create traffic hazards by confusing or distracting pedestrians or motorists; or
- **D.** Become obstacles that hinder the ability of pedestrians, bicyclists or motorists to read traffic Signs.
- **E.** Improve the long term sustainability of residential structures.

Sec. 18-473 Jurisdiction.

This article shall apply in all zoning districts within the city.

Sec. 18-474 Definitions.

For the purposes of this Ordinance, the following words and phrases will have the meanings respectively ascribed to them by this section:

Approved fence materials - materials normally manufactured for, used as, and recognized as, fencing materials such as: wrought iron or other decorative metals suitable for the construction of fences, fired masonry, concrete, stone, metal tubing, wood planks, chain link and vinyl composite manufactured specifically as fencing materials. Fence materials must also be materials approved for exterior use that are weather and decay-resistant. The provisions of this Ordinance are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved by the Chief Building Official, or his designee. An alternative material, design or method of construction shall be approved where the Chief Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Ordinance in quality, strength, effectiveness, fire resistance, durability and safety.

Chief Building Official - the City of Frisco Chief Building Official of Development Services or designee.

City - the City of Frisco.

Code - the Code of Ordinances of the City of Frisco, Texas.

Dilapidated fence - a fence which is decayed, deteriorated, or has fallen into partial ruin.

Director of Engineering Services – The person(s) so designated by the City Manager to provide oversight for and have responsibility of the Engineering Services Department.

Easement - A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Fence- An artificially constructed barrier enclosing, separating, or screening areas of land, serving as a boundary, a means of protection, a buffer, a decorative element, a means of visually modifying the view, and/or for confinement. Except where otherwise required in this Code, regulations governing the height, location and opacity of fences also applies to walls, hedges or landscaping used in lieu of a fence or in combination with a fence. A fence is any part of a fence including the base, footings, supporting columns, post, braces, structural members, or any other of its appendages.

Fence Contractor - a person, who for remuneration, erects, maintains, constructs, or reconstructs a fence on the premise of another. It does not mean the owner who owns or leases the premises on which the fence is located.

Fence Contracting - engaging in the business of erecting, maintaining, constructing, or reconstructing fences for which a permit is required.

Front Yard - a yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front property line and the outside wall of the main building.

Lot, Corner - a lot which has at least two (2) adjacent sides abutting for their full lengths on a street, provided that the interior angle at the intersection of such two (2) sides is less than one hundred thirty-five degrees (135°).

Lot, Depth - The mean horizontal distance between the front and rear lot lines.

Lot, Interior- A lot other than a corner lot.

Lot, Key- a corner lot that is so designed that the lots located directly behind it face the side street of the corner lot and are not separated by an alley.

Opacity - is the degree of openness which light or views are blocked measured perpendicular to the fence for each fence section between supports.

Public Right-of-Way (ROW) - A use of land dedicated by plat or metes and bounds to and for use by the public, which is separate and distinct from the lots and parcel abutting it, and which is not included within the dimensions or areas of such lots or parcels. Generally describes an area used for the provision of streets and utilities. Unless otherwise specified, the term right-of-way shall refer to a public right-of-way.

Rear Yard – The area extending across the rear of a lot measured between the lot lines and being the minimum horizontal distance between the rear lot line and the rear of the outside wall of the main building. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Repair – a repair to a fence shall be defined as maintenance to a fence where replacement of materials does not exceed fifty (50%) percent of the fence and does not change the scope, location or dimensions of the fence. Repairs shall be made using the same material, or material with comparable composition, color, size, shape and quality of the original fence to which the repair is being made.

Residential District - a district where the primary purpose is residential use and is defined in the comprehensive zoning ordinance excluding multi-family.

Retaining Wall - a wall not laterally supported at the top that resists lateral soil loads and other imposed loads.

Screening – a method of visually modifying the view of a structure, building, feature or use by methods such as fencing, walls, berms, densely planted vegetation or a combination of these methods.

Screening Wall - a wall or architectural extension that may be part of the structure or a standalone feature that screens from view the interior of a property so that visibility through the wall shall be prevented from the exterior side of the wall or architectural extension.

Setback - the distance from the property line or the right-of-way line of all streets adjacent to the premises on which a fence is located to the part of the fence closest to the property line or right-of-way line.

Side Yard – The area between the building and side line of the lot and extending from the front lot line to the rear lot line and being the minimum horizontal distance between a side lot line and the outside wall of the side of the main building.

Street – any dedicated public thoroughfare that affords the principal means of access to abutting property.

Vision or Visibility Triangle - the corner visibility triangle is defined at an intersection by extending the two ROW lines from their point of intersection to a distance. These two points are then connected with an imaginary line to form the corner visibility triangle as shown in Figure 1. If there are no curbs existing, then the triangular area shall be

formed by extending the property lines for distance of thirty feet (30') from their point of intersection.

Yard - an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward. In measuring a yard for the purpose of determining the width of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the lot line and the main building shall be used.

Sec. 18-475 Permits.

A. **Required**. It is unlawful for any person to construct, repair, replace, or cause to be constructed, repaired, or replaced, a fence or any part of a fence in the city without first obtaining a fence permit from the Chief Building Official. No permit is required for repairs as defined by this Ordinance.

B. **Unlawful securing of permits**. No registrant under this ordinance shall for any purpose allow its registration, by name or any other identification, to be transferred to, assigned to, or in any manner directly or indirectly used by, any person, and corporation or business entity other than the one to whom the registration was issued.

C. **Approved plans**. The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the Development Services Department. When a permit is submitted where plans are required, the Chief Building Official or his designee shall endorse in writing or stamp the plans and specifications "Reviewed." Such reviewed plans and specifications shall not be changed, modified or altered by any person without authorization from the Chief Building Official or his designee, and a person shall do work regulated by this Ordinance in accordance with the approved plans.

D. **Expiration**. Every permit issued shall become invalid unless the work authorized by such permit is commenced within one hundred and eighty (180) days after its issuance, or if the work authorized by such permit is suspended, abandoned or lacks the required, by the inspections department, inspections for a period of one hundred and eighty (180) days after the time the work is commenced. The Chief Building Official or his designee may extend the time for action by the applicant for a period not to exceed ninety (90) days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No applications shall be extended more than once. Changes, alterations, or adjustments in the permit or in the work authorized by the issuance of the permit, after it has been issued, shall not extend the original expiration date established upon the original issuance of the permit.

E. **Suspension or revocation**. The Chief Building Official or his designee may, in writing, suspend or revoke a permit issued under the provisions of this Ordinance when the permit was issued in error, on the basis of incorrect information, or in violation of any applicable law.

F. Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations is not a permit for, or an approval of, any violation of any of the provisions of this Ordinance or of any other city ordinance. Permits presuming to give authority to violate or cancel the provisions of this Ordinance or any other city ordinance are not valid.

G. Construction documents. Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or more sets, as required by the Chief Building Official, with each application for a permit. When required by the Chief Building Official or his designee the applicant shall also provide additional information as required by the building code. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Chief Building Official is authorized to require additional construction documents to be prepared by a registered design professional: Exception: The Chief Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code.

H. Availability of plans. One set of approved plans, specifications, and a copy of the permit shall be made available, by the applicant, for inspection of the work authorized by the permit. The said set of approved plans, specifications and permit shall be kept on the work site by the applicant during the construction process.

I. Other laws. The owner or the owner's authorized agent who applies for a permit to construct a fence must comply with all the requirements of this Ordinance and the requirements of the building code. The provisions of this Ordinance shall not be deemed to nullify any provisions of local, state of federal law.

Sec. 18-476. Contractor's registration required.

A. It is unlawful for any person to engage in the business of fence contracting without a valid contractor's registration. Property owners are not required to register as a contractor.

B. The Chief Building Official shall establish procedures, forms and standards with regard to the content, format and number of copies of information constituting an application for a contractor registration.

C. Every contractor registration provided for in this code shall expire one (1) year, following the date of its issuance, and shall be renewed by the Chief Building Official upon application.

Sec. 18-477 Contractor's license; revocation.

A. The Chief Building Official or his designee may revoke or suspend a fence contractor's registration for either of the following reasons:

1. The registrant violates the requirements of this ordinance twice within a twelve (12) month period.
2. The registrant fails to obtain permits and/or inspections twice within a twelve (12) month period.

B. A contractor whose registration has been revoked or suspended may be reinstated by the Chief Building Official or the Construction Board of Appeals on an appeal. The registration may only be reinstated if the contractor corrects all violations and pays all applicable fees.

Sec. 18-478 Appeal process for registration suspension.

A. Building official's order, requirement, decision or determination. Appeals from an order, requirement, decision or determination of the building official shall be made in writing to the City Manager's office within seven working days of the order, requirement, decision or determination of the Chief Building Official. The City Manager shall notify the Chief Building Official and the appellant of the placement of the appeal on the first available Construction Board of Appeals agenda in compliance with the Texas Open Meetings law.

B. Board's decision. Appeals from a decision of the board shall be made in writing to the City Council within seven working days of the written decision of the board. The City Secretary shall notify the Chief Building Official and the appellant of the placement of the appeal on the first available City Council agenda in compliance with the Texas Open Meetings law. The decision of the City Council is final.

Sec. 18-479 Application for Permit.

A. Any person making application for a fence permit shall complete a permit application, provided by the Chief Building Official or his designee. The Chief Building Official shall establish procedures, forms and standards with regard to the content, format and number of copies of information constituting an application for a contractor registration.

B. Expiration of plan review. Application for which no permit is issued within ninety (90) days following the date of application shall expire by limitation, and plans and other data submitted for review may be returned to the applicant or destroyed by the Chief Building Official. The Chief Building Official may extend the time for action by the applicant for a period not exceeding ninety (90) days on written request by the applicant showing that circumstances beyond the control

of the applicant have prevented action from being taken. No applications shall be extended more than once.

C. Contractor submittal requirements:

All permit applications applied for by a contractor for work or installations are required to have:

1. Written and signed statement from the homeowner, and/or
2. Copy of a contract (or agreement) signed and 'dated' by both parties; the homeowner and contractor.

D. Licensed subcontractor requirements:

When the proposed scope of work requires licensed subcontractor(s), the application must include:

1. Written, dated, and signed statement from the subcontractor, and/or
2. Copy of a contract (or agreement) signed and 'dated' by both parties; subcontractor, contractor and/or homeowner.

Permits will not be processed without contractor and homeowner written validation.

Sec. 18-480 Fees.

A. Investigation. When a person begins any work for which a permit is required by this Ordinance without first obtaining a permit, the permit application fee shall double to be equal to the amount of the permit fee whether or not a permit is issued before the Chief Building Official may issue a permit for the work. Payment of the fee shall not exempt any person from compliance with all other provisions of this Ordinance nor from any penalty prescribed by law.

B. Permit fees. Permit fees shall be designated by the City Consolidated Fee Schedule.

Sec. 18-481 Encroachment on public property.

No person shall construct a fence, guy wire, brace or any fence post upon, or into public right-of-way or property that the City or the general public has dominion and control over, owns or has an easement over, under, around or through.

Sec. 18-482 Fence not to create a traffic hazard.

It is unlawful to erect, maintain, suffer or permit any fence on any corner lot in such a manner as to create a traffic hazard or restrict visibility. Failure of the owner, agent or occupant to remove such obstruction within the specified time limit required on the receipt of notice to do so is a violation of this Ordinance.

Sec. 18-483 General Requirements

A. No fence material shall be used to construct a fence except for those listed and regulated in this chapter or other city ordinances.

B. Fence sections essentially parallel with a public street shall have their back side (the side with the exposed posts and rails) oriented to the interior of the residential lot to minimize their exposure to the public. Exception: Posts and rails may be oriented to the exterior of the residence when concealed within construction that is consistent with and complementary to the construction of the fence. Visual depictions of construction shall be required for review of appearance prior to issuance of a permit.

C. No fence shall be erected on public right-of-way, within any drainage easement, or Visibility, Access & Maintenance Easements unless otherwise authorized by the Director of Engineering Services.

Sec. 18-484 Residential Zoning District Regulations.

This article shall apply in all residential zoning districts within the city.

Sec. 18-484.1 Height Limitation.

A. Rear yard. It is unlawful for any person to construct, erect, maintain, suffer, or permit a fence in any rear yard or along any rear yard lot line which fence exceeds eight (8') feet in height as defined in subsection 18-484.8.

Decorative gate embellishments are allowed. They shall not exceed the height of the fence by more than two (2') feet.

B. Side yard. It is unlawful for any person to construct, erect, maintain, suffer, or permit a fence in any side yard or along any side yard lot line which fence exceeds eight (8') feet in height as defined in subsection 18-484.8.

Sec. 18-484.2 Construction in front yards.

A. All fences constructed in the front yard of a residential property shall:
1. Be no taller in height than forty-eight (48") inches as defined in subsection 18-484.8.
2. Allow minimum fifty (50%) percent opacity.
3. Not impede the vision triangle.
4. Not allow vertical support posts and gates to extend more than four (4") inches above the top of the fence intersection.

B. Decorative Gates. A decorative gate over four (4') feet in height in the front yard requires the approval of the Chief Building Officials or designee.

C. Key Lots. There are special restrictions for fences on key lots.

1. Refer to Figure 1 along with the definition in the definitions section for an explanation of a key.
2. A fence, that is more than 50% opaque and constructed of tubular steel or wrought iron and not exceeding eight (8) feet in height, may be located up to five (5) feet from the property line of the side of the house on a key lot.
3. A solid fence, not exceeding eight (8) feet in height, may be located at the setback line (front yard setback shall be used for key lots) as defined by Zoning Ordinance as it is currently written or may be amended. It is the property owner's responsibility to ensure proper setbacks are maintained.
4. Figure 2 illustrates the difference between property lines and setback lines for determining fence locations for key lots.



Figure 1. Determining if a lot is a key lot

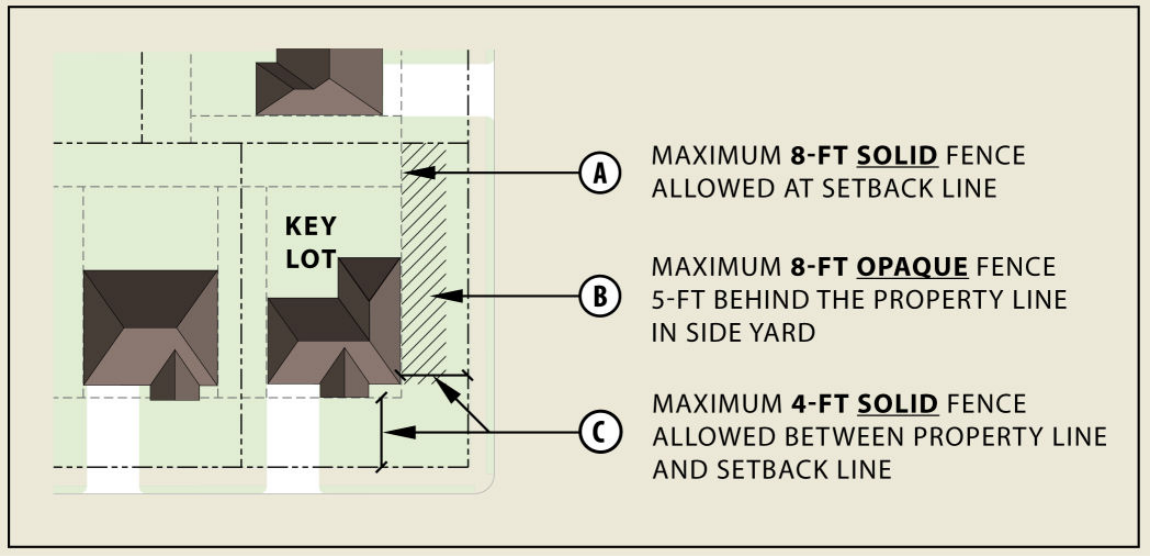


Figure 2. Locating fences on key lots

Sec. 18-484.3 Temporary fences.

Temporary fences are prohibited in residential districts, except where required by Code for construction, excavation or life safety issues.

Sec. 18-484.4 Sight Visibility Triangle.

The corner visibility triangle is defined at an intersection by extending the two ROW lines from their point of intersection to a distance as shown. These two points are then connected with an imaginary line to form the corner visibility triangle. If there are no curbs existing, then the triangular area shall be formed by extending the property lines for a distance of thirty feet (30') from their point of intersection. A fence on the corner of a major thoroughfare must have a 40 ft x 40 ft visibility triangle.

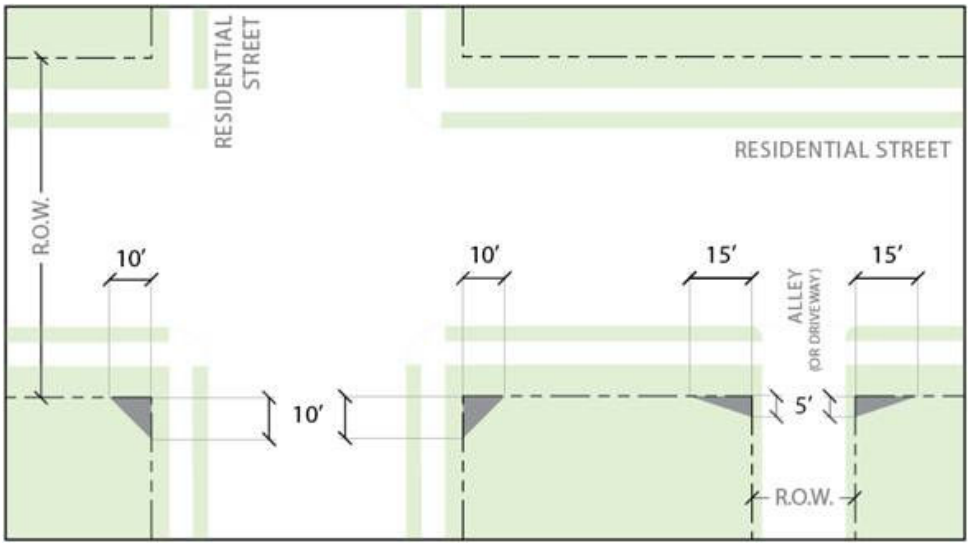


Figure 3. Visibility Triangles

Sec. 18-484.5 The following types of fences are prohibited in a residential district.

It is unlawful for any person to erect, maintain, or permit a fence that;

- **A.** Is electrically charged in any manner, except single-strand wires designed to conduct electricity through an approved low-voltage regulator shall be allowed along the fence's interior for the purposes of securing pets within a fenced yard.
- **B.** Has barbed wire in or on it.
- **C.** Has concertina wire in or on it.
- **D.** Has razor wire in or on it.
- **E.** Has in it or on it barbs, projections, broken glass, or anything reasonably capable of causing harm to persons or animals.

Sec.18-484.6 Perimeter Walls

Where a fence intersects a screening wall and the height of the fence exceeds the height of the screening wall, the height of the fence shall transition to the height of the screening wall over a distance of twenty (20') feet.

Exception: The Chief Building Official may make exceptions to the twenty (20') feet transition where terrain and lot orientation does not allow for an orderly transition. Visual depictions of construction shall be required for review prior to issuance of a permit.

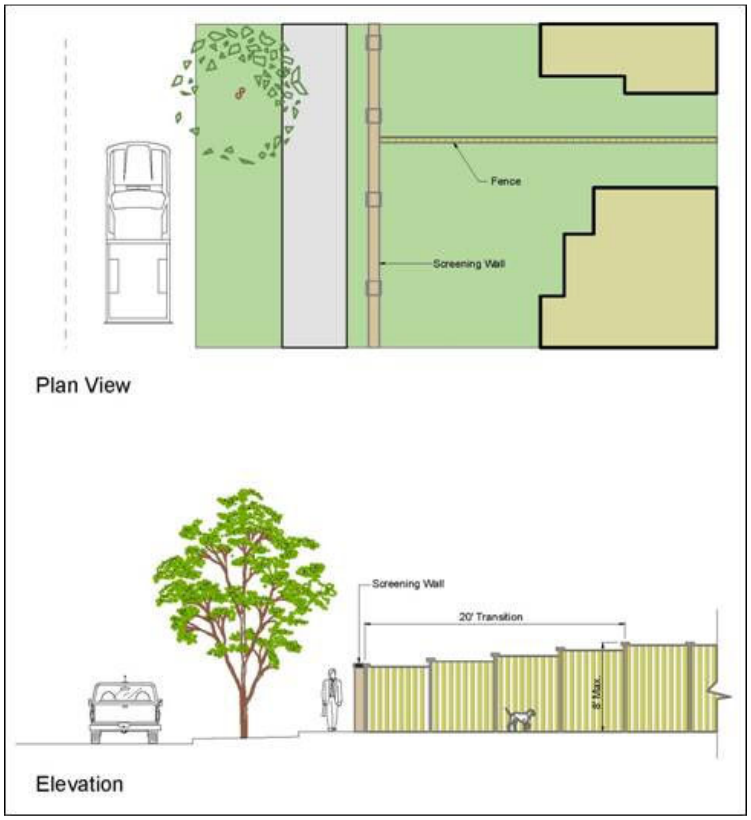


Figure 4. Connecting to perimeter walls

Sec. 18-484.7 Access for Residential Garbage Collection.

A. Access must be maintained upon a residential lot for the access and collection of trash and recycling containers.

B. Residential lots that enclose the driveway with a gate shall;

1. Provide a separate area where trash and recycling containers are accessible for collection as approved by the Environmental Services Division, or
2. Leave the gate open on collection days so that trash and recycling containers are accessible for collection.
3. Residents that wish to install a gate and do not provide a separate accessible area for trash and recycling containers must complete a waiver that they understand that failing to leave the gate open for collection can be a reason for denial of service.

C. Residential lots that do not provide an accessible location for the collection of refuse containers may be refused service.

D. Residential lots with a pool shall have an interior fence as required by code to protect access to the pool if a gate has to be left open for collection of trash and recycling containers.

Sec 18-484.8 Determining fence height and opacity

A. Measurement. Fence height is measured to include the body of the fence, plus allowing a maximum of six (6”) inches (on average between posts) above the natural grade (i.e., for drainage purposes). Fence posts are permitted to extend a maximum of four (4”) inches above the body of the fence. Columns are permitted to extend a maximum of twelve (12”) inches above the body of the fence.

B. Elevations. In the event that the fence height has been elevated through the use of a retaining wall, the fence height is measured from the ground level at the highest point as shown below. The creation of a berm or other method for the primary purpose of increasing the elevation of the fence is not allowed.

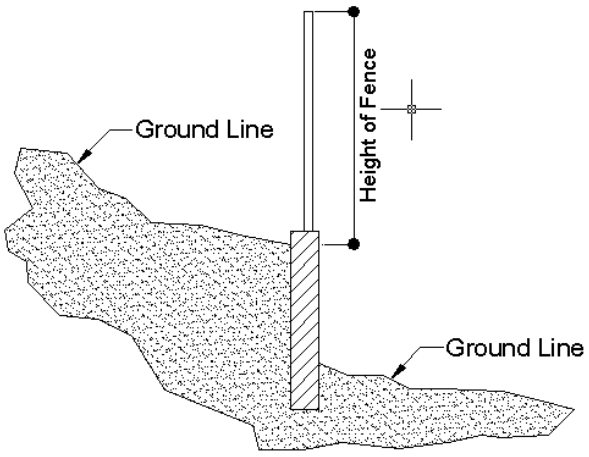


Figure 5. Determining fence height

C. Opacity – is the degree of openness which light or views are blocked measured perpendicular to the fence for each fence section between supports.

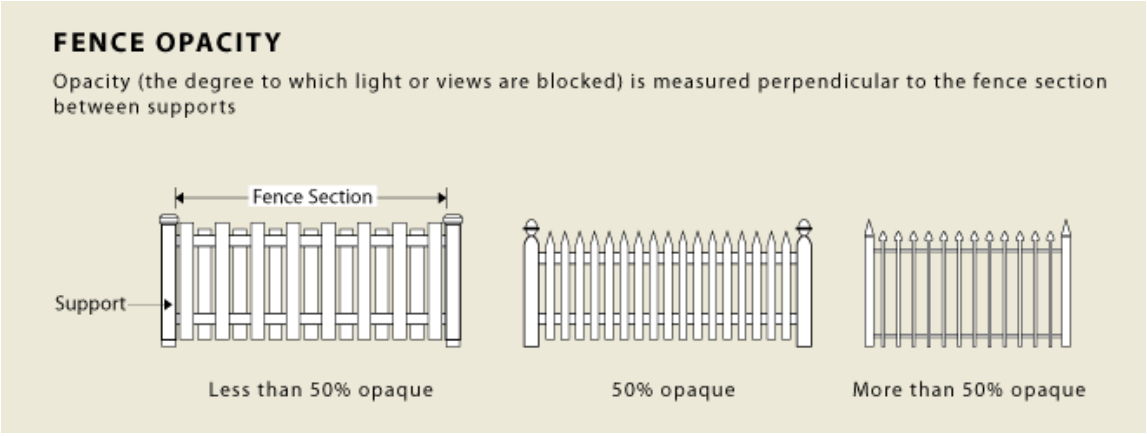


Figure 6. Opacity of fences

Sec. 18-485 Non Residential Zoning Districts.

A. Fences constructed in non residential zoning districts must meet requirements found in the zoning ordinance.

B. Height Restrictions. A fence in a non residential zoning district may not exceed eight (8') feet in height nor be less than six (6') feet in height and meet the requirements of the Zoning Ordinance as it currently exists or may be amended.

C. Fences in districts zoned Agricultural or Industrial may also contain the following material:

1. Fence arms
2. Barbed wire as accessory to other fencing material
3. Razor wire with special applications
4. Chain Link
5. Other material that may be approved for use in that district by the Chief Building Official or his/her designee unless approved by a site specific zoning case or approved by a variance.
6. Fences on parcels used for Agricultural purpose may contain barbed wire or other material approved by the Chief Building Official or his/her designee.

Sec. 18-486 Fire hydrant and utility clear zone.

A. Any area three (3') feet in radius around any fire hydrants and fire hose connections must be kept free of any fencing that could impede access to or use of the hydrant or fire hose connection.

B. A fence must not impede access to public utilities or metering devices.

Sec. 18-487 Fences in floodways.

Fences are not permitted in floodway areas as designated on FEMA's flood boundary and floodway map.

Sec. 18-488 Drainage.

A fence must not adversely affect drainage or create debris build-up.

Sec. 18-489 Conflicts between this Ordinance and zoning regulations.

In all cases of conflict between this Ordinance and the zoning regulations of the city, including but not limited to the Zoning Ordinance, as amended, concerning construction and maintenance of fences, the most restrictive shall prevail. In all cases of conflict between this Ordinance and any planned development ordinance, the planned development ordinance shall prevail.

Sec. 18-490 Fence construction and materials.

A. No person shall construct a fence that is not able to structurally support fencing materials as required in the building code as currently exists or as amended.

B. Gates or other openings in the fence should be at least three (3') feet in width for egress.

C. A person building a fence shall comply with the requirements of the building code and all other city ordinances with regard to construction, materials, and workmanship.

D. No permit is required for a person constructing a masonry fence or masonry retaining wall less than twenty-four inches (24") in height. Retaining walls greater in height than thirty-six (36") inches shall be in compliance with a design submitted by a registered engineer. Any portion of a retaining wall must not interfere or alter any drainage swale between lots.

E. A person constructing a fence shall build it of rigid construction with acceptable materials approved by the building code.

F. Chain link fencing shall be a minimum size of eleven (11) gauge or greater.

G. A person constructing a masonry fence (including concrete block) shall make the exterior surfaces free from sharp projections.

H. No person shall construct a wall or fence that exceeds two (2') feet in thickness, unless approved by the Chief Building Official. Cavities or spaces within a wall or fence shall not be used for the support, storage, shelter, or enclosure of animals, or personal property.

I. A person constructing a fence shall use only approved materials and construction methods that ensure uniform construction throughout. Once the person has established a pattern of materials and construction method he or she shall continue such method throughout the entire length of the section from corner post to corner post.

J. A person constructing or maintaining a fence or wall enclosure around a swimming pool, hot-tub, or spa shall comply with the minimum requirements of subsection 18-495 of this ordinance.

Sec. 18-491 Wooden Fence Standards.

A. All vertical posts on fences over four (4) feet in height shall be galvanized steel with a minimum two (2) three-eighths (3/8ths) inch diameter, a minimum fifteen (15) gauge thickness, and set in a concrete footing.

B. Concrete footings shall be a minimum of eight (8) inches in diameter.

C. For fences less than seven feet in height, posts shall be spaced at a maximum of eight feet on center, set in a concrete footing of no less than twenty-four (24") inches deep.

D. For fences that are seven feet or greater in height, posts shall be spaced at a maximum of six (6) feet on center, set in a concrete footing of no less than thirty-six (36") inches deep.

E. Fence posts attached to or supported by other structures, including retaining walls, shall be provided with foundation and anchorage to prevent movement of structure or retaining wall.

F. All materials shall be securely fastened, vertical boards to horizontal stringers, stringers to vertical posts, top rail, to ensure an ongoing attractive appearance and safe condition, free from rot, rust, vandalism and other sources of decay.

G. The bottom of the fence shall be designed to prevent ground to wood contact. This can be achieved through the use of a concrete strip poured between the fence supports or by raising the pickets to provide a minimum of two inches between the bottom of the pickets and the ground. A kick board may be used to cover the gap between the bottom of the pickets and the ground. This kick board may have ground contact if treated and must be approved for ground contact.

Sec. 18-492 Prohibited Fence Materials.

A. No person shall use rope; string; wire products including but not limited to chicken wire, hog wire, wire fabric, and similar welded or woven wire fabrics; chain; live bamboo; netting; cut or broken glass; paper; unapproved corrugated metal panels; galvanized sheet metal; plywood; or fiberglass panels in any fence or any other material that are not manufactured specifically as fencing materials. The Chief Building Official or his designee may require the applicant to provide the manufacturer's standards to establish the intended use of a proposed fencing material.

Exceptions:

1. A dog window may be installed in a fence no larger than two hundred eighty-eight (288) square inches with corrosion resistant material capable of restraining the dog.
2. Temporary fences made of wire, not in excess of thirty-six (36") inches, in residential districts are permitted for residential garden uses only.

B. No person shall construct a fence of, damaged, or unsafe materials.

C. No person shall weave or use slats of any material, including but not limited to metal, fiberglass, and bamboo through a chain link fence to create a blind fence, screening fence or any other type of fence addressed in this Ordinance in a residential district.

D. Used materials, equipment and devices shall not be reused unless, it can be determined by the Chief Building Official that, they meet the requirements of the building code for new materials.

E. No person shall construct a fence of metal panels on a residentially zoned property.

Sec. 18-493 Maintenance and standard of fences.

A fence or fences shall be maintained by the owner of the property in compliance with the requirements of this Ordinance including but not limited to the following maintenance standards:

A. A fence shall not lean more than one inch out of vertical for each foot of height as measured from the top of the fence.

B. The owner shall replace broken, damaged, removed or missing parts of a fence within ten (10) days of, the day the owner received notice from the Chief Building Official or his designee, with the same material, or material with comparable composition, color, size, shape and quality of the original fence to which the repair is being made. No permit is required for repairs as defined in this ordinance. The Chief Building Official or his designee may, upon written notice from the owner that unusual circumstances prevent the timely repair of a fence, extend the replacement time as required. The Chief Building Official or his designee shall not extend the replacement time longer than reasonably necessary. The owner requesting a replacement time extension shall provide the Chief Building Official or his designee a written scope and schedule detailing materials and estimated time period of the completed replacement for approval.

C. A fence shall be maintained in sound structural condition as a whole or completely removed, including post(s).

D. Property owners shall maintain fences, including those existing prior to the adoption of this Ordinance, at all times in a state of good repair, safe and secure condition, with all braces, bolts, nails, supporting frame and fastenings free from deterioration, termite infestation, rot, rust or loosening, and able to withstand at all times the wind pressure for which they were designed.

E. Property owners shall regularly paint fence supports, gates, structural members and exterior surfaces that are covered with paint to prevent rusting, peeling or blistering surfaces.

F. Existing fences that were constructed prior to the adoption of this Ordinance that were constructed with materials not currently permitted by this Ordinance may be maintained as long as no part of the fence is or becomes unsafe, dilapidated, or a public nuisance. If the Chief Building Official or his designee determines the fence is unsafe, dilapidated, or a public nuisance the fence must be repaired with materials approved by this Ordinance or be removed.

G. The repairs/maintenance must be made in complete sections extending a minimum of support post to support post. If the Chief Building Official or his designee determines the extent of repair on any existing fence (materials in noncompliance) is in excess of fifty (50%) percent of the total fence, then the entire fence must be replaced with materials approved by this Ordinance. A rolling twelve (12) month time period shall be used to determine if over fifty (50%) percent of a fence has been repaired.

H. The construction of a fence or wall on the property line shall not preclude the property owner's responsibility to maintain and keep the area between the property line to the back of curb or edge of the pavement or center of alley, free and clear of debris and high weeds.

Sec. 18-494 Requirements for Nonconforming Fences, Walls, Gates, and Columns.

Replacement of legal nonconforming fences, walls, gates, and columns shall be subject to the requirements in this ordinance. Exceptions may be granted by an approved PD ordinance for the neighborhood.

A. A permit shall not be required if:

1. Repair of short sections of legal nonconforming fences, walls, gates, or columns when repairs are less than two fence panels or a maximum of sixteen (16) feet; or,
2. Replacement of fence does not exceed fifty (50%) percent of the total fence length; or,
3. A rolling twelve (12) month time period is used between repairs or replacement.

B. The replacement of any nonconforming structure shall be prohibited if the Chief Building Official determines that a public safety hazard exists or the City Engineer determines that the structure encroaches in an easement or public right-of-way. Any fence, wall, gate, or column constructed without a lawfully issued permit is a violation of the Municipal Code.

Sec. 18-495 Swimming Pool and Spa Enclosure Requirements.

PURPOSE: The purpose of this section is to protect the public health, safety and welfare by requiring:

A. Residential swimming pools, or spas and similar structures eighteen inches or more in depth designed for wading, swimming or other recreational purposes located on any residential premise within the City of Frisco to be enclosed in the manner prescribed herein; and

B. Any residential cesspool, seepage pit, well or similar type of shaft, having a diameter in excess of eight (8) inches to be securely covered at all times when the same is unattended.

Sec. 18-495.1 Definitions.

For the purpose of this section, the following definitions are applicable:

A. Above ground or on-ground pool – See definition of "swimming pool."

B. Approved safety swimming pool cover – means a power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials International (ASTM), in compliance with Underwriters Laboratories Inc. (UL) Standard F 1346-91, Standard Performance Specification Covers and Labeling Requirements.

C. Barrier – is a permanent fence, enclosure, wall, building wall or combination thereof that completely surrounds the swimming pool and obstructs access to the swimming pool.

D. Grade – is the underlying surface, such as earth or a walking surface.

E. Permanent fence or enclosure – is a wall, building wall or combination thereof that is fixed firmly, firm, established, safe, secure, constant and even, long lasting.

F. Permanent swimming pool or spa cover – is a cover that is equipped with manual or electrical source or system and is approved from a recognized testing agency.

G. Separation fence – is a barrier that separates all doors of a dwelling unit with direct access to a swimming pool from the swimming pool.

H. Spa – A Spa/Hot Tub is an outdoor structure containing a body of water in an artificial or semi-artificial receptacle or other container having a capacity for water exceeding twenty-four (24) inches in depth at any point, used primarily for recreation or relaxation purposes, such as a hot tub, built above or below the surface of the ground elevation.

I. Swimming pool – is any constructed or prefabricated structure intended for swimming or bathing, twenty-four (24) inches or more in depth. Such structure includes in-ground, aboveground and on-ground swimming pools, and fixed-in-place wading pools, regardless of the presence of any water.

J. Swimming pool, indoor – is a swimming pool that is totally contained within a structure and surrounded on all four sides by walls of said structure.

K. Swimming pool, outdoor – is any swimming pool that is not an indoor pool.

Sec. 18-495.2 Barrier Fence Requirements.

A. Required. Every person in possession of residential land within the City of Frisco, wither as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, spa or similar facility shall meet the requirements of this ordinance.

Exception: The pool is equipped with an approved power safety cover and complies with AG107.1 Standards.

B. Minimum Height. Barrier Fence height shall be a minimum of forty-eight (48) inches as measured on the side of the barrier that faces away from the swimming pool.

C. Bottom Clearance. The maximum vertical clearance between grade and the bottom of the barrier shall be two (2) inches, measured on the side of the barrier that faces away from the pool, or four (4) inches, when grade is a solid surface, such as concrete or wood.

D. Openings. Vertical openings in the barrier shall not allow passage of a four (4) inch diameter sphere. Spacing between vertical members shall not exceed 1 ¾ inches in width. Decorative cutouts shall not exceed 1 ¾ inches in width. Solid barriers, such as masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

E. Closely spaced horizontal members. For barriers in which the horizontal members of the fence are spaced less than forty-five (45) inches apart, the horizontal members shall be placed on the pool side of the barrier (Pickets shall be located on the outside of the fence with the posts being on the inside). Spacing between vertical members shall not exceed 1 ¾ inches in width. Should the pickets be located on the inside of the fence, measures shall be taken to render the fence non-climbable. Where there are cutouts within vertical members, spacing within the cutouts shall not exceed 1 ¾ inches in width.

F. Widely spaced horizontal members. Where the barrier is composed of horizontal members and the distance between the tops of the horizontal members is greater than forty-five (45) inches, the vertical spacing shall not allow a four (4) inch diameter sphere to pass between the pickets. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches in width.

G. Diagonal members. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening by the diagonal members shall not be more than 1 ¾ inches in width.

H. Chain link dimensions. Maximum mesh size for chain link fences shall be 2 ¼ inches square unless the fence is provided with slats fastened at the top or the bottom which reduce opening to no more than 1 ¾ inches. Chain link fencing shall be a minimum size of eleven (11) gauge or greater.

Sec. 18-495.3 Gates.

A. Construction. The gate must meet the same construction requirements as the barrier fence.

B. Locking Device. All gates shall be equipped to accommodate a locking device.

1. Pedestrian gates. All pedestrian yard gates must have self-closing, self-latching gates and must open away from the pool.
2. Non-pedestrian gates. The gate must meet the same construction requirements as the barrier fence.
    a) There shall be a maximum of one.
    b) It shall have a self-latching device and remain locked at all times when the pool area is not in use.
    c) Gates over four (4) feet wide, such as double-gates for vehicles, must be padlocked if not self-closing/self-latching.

C. Latching mechanism. Where the release mechanism of the self-latching device is located less than fifty-four (54) inches from the bottom of the gate;
1. The release mechanism shall be located on the pool side of the gate at least three (3) inches below the top of the gate.
2. The gate and barrier shall have no opening greater than ½ inch within eighteen (18) of the release mechanism.

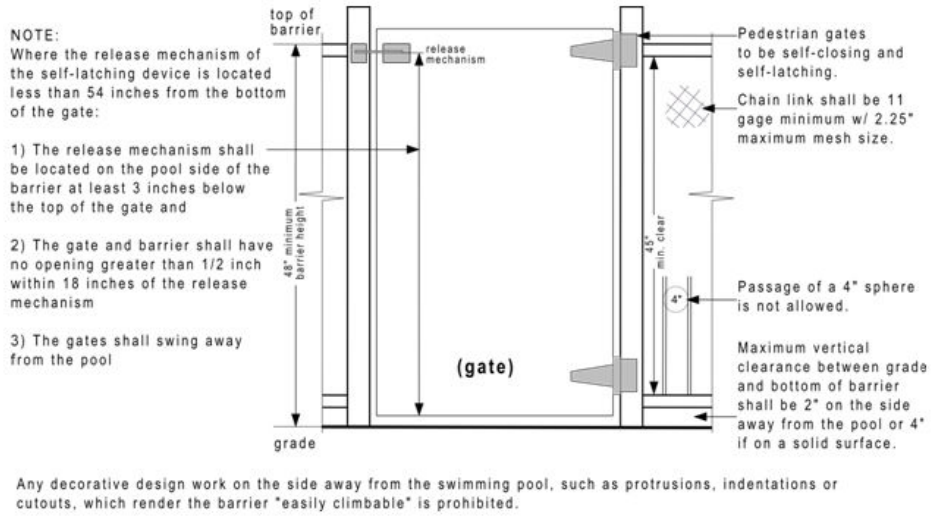


Figure 7. Fence and gate requirements overview

Sec. 18-495.4 Barrier Climb Hazards.

Pool/spa enclosures barriers shall be located and constructed so as to prohibit permanent structures such as walls, equipment, or similar objects from being used to climb the barrier. There shall be no less than thirty-six (36) inches between the pool/spa and any permanent structure or similar objects. Barrier climb hazards such as walls and fence section with elevation changes causing and containing horizontal members to be less than forty-five (45) inches shall be rendered non-climbable within thirty-six (36) inches of a climb hazard.

Sec. 18-495.5 Using house wall as a part of a barrier.

A. Doors. Doors with direct access to the pool through that wall shall be;
1. Self-closing and self-latching and must swing outward from the pool area. A simple latch or lock located a minimum of fifty-four (54) inches above the floor, or a double-keyed dead bolt at any height is acceptable, or
2. Equipped with an alarm which produces an audible warning when the door and its screen are opened. The alarm shall sound continuo8usly for a minimum of thirty (30) seconds immediately after the door is opened and be capable of being heard throughout the house during normal household activities. The alarm shall be equipped with a manual means to temporarily deactivate the alarm for a single opening. Such deactivation shall last no more than fifteen (15) seconds. The deactivation switch shall be located at least fifty-four (54) inches above the threshold of the door, or
3. The pool shall be equipped with a powered safety cover in compliance with ASTM F 1346.

B. Sliding glass doors. All sliding glass doors shall be self-closing and self-latching with an approved automatic door closer or;
1. Provide a separate fence; or
2. Replace the sliding glass door with a self-closing hinged door; or
3. Bolt the door shut (Option is not available if this is the only door to the pool area from the room). Removable pins or locks which prevent the door from opening are not sufficient to meet this safety code.

C. Window latches. Window latches must be at 54 inches minimum above floor; or
1. Except for bedroom egress windows, screwed in “stops” (not thumb screws) may be used to limit window openings to four (4) inches; or
2. Except for bedroom egress windows, provide a screwed-in-place wire mesh screen.

D. Windows. Windows, where the bottom edge is less than 60 inches above the pool desks and in within five (5) feet of the water’s edge, must be tempered glass.

E. Animal or doggie doors. Animal or doggie doors are not allowed if they allow direct access to the pool.

Exception: The door is alarmed or the pool has a cover as described in subsection 18-495.5 A.

F. Areas outside of windows or doors that otherwise cannot be made to comply with barrier and egress requirements must be fenced.

Sec. 18-495.6 Indoor swimming pools.

For an indoor swimming pool, protection shall comply with the requirements of subsection 18-495.4.

Sec. 18-495.7 Above ground pools.

All above ground pools, with non-climbable sides not less than forty-eight (48) inches high above the finished grade, may be located on a single-family residential property without requiring an interior fence, wall or barrier between the pool and the dwelling. Where an above ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or stops shall be surrounded by a barrier that meets the requirements of an in ground pool. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a four (4) inch diameter sphere.

Sec. 18-495.8 Spas.

For all spas/hot tubs, protection shall comply with all requirements in this ordinance.

Exception: A spa or hot tub equipped with a listed safety cover which complies with the American Society for Testing and Material-Emergency Performance Specification (ASTM F1346-91) shall be exempt from the requirements of this ordinance.

Sec. 18-496 Penalties.

Violation of this Ordinance shall be punished by a fine not to exceed Two Thousand dollars ($2,000.00). Each day any violation of this Ordinance shall continue shall constitute a Separate offense.

Examples of upgraded fences hiding fence supports













Examples of fences with exposed fence supports





Examples of what enforcement deals with after wind events with wood posts







Examples of key lot fences

Not Allowed





Allowed





Exhibit B **Use of metal posts versus wood posts**

There are four types of posts commonly used for fence posts in fences. These include landscape timbers, medium quality post, high grade cedar post and galvanized steel post. Each step up in the grade of the post increases the time that the post will last.

Landscape timbers are the most commonly used post because of the low price. Landscape timbers sold at most retail lumber outlets are treated while green, which allows very little preservative. The treatment will normally last about 18 months before starting to rot. They also warp, crack and twist causing the cross beams to become detached.

To determine what it might cost a homeowner to use galvanized steel posts versus other wood posts we randomly selected twelve homes in different locations of the city of various lot and home sizes.

Average number of posts: 28
Average increase in cost to use metal post vs landscape timbers: $279

Fence post life span and cost per post

	Landscape Timber	Medium Post	Cedar Post	Steel Post
Years	5-6	8-12	16-20	20+
Cost/post	$4	$8	$12	$14
Cost/post per year*	.80	1.00	.75	.70

* Price per post/lowest number of years

Comparison of homes

House	Lot Size	House Size	Number of posts	Additional cost of steel over landscape timber	Additional cost of steel over medium post	Additional cost of steel over cedar post
A	6954	3457	39	390	234	78
B	8573	5357	28	280	168	56
C	7072	4177	28	280	168	56
D	9943	3924	31	310	186	62
E	7481	3818	40	400	240	80
F	7596	2612	33	330	198	66
G	6580	1402	20	200	120	40
H	6169	1910	19	190	114	38
I	8223	2736	25	250	150	50
J	9025	2707	22	220	132	44
K	8137	3170	19	190	114	38
L	9681	3760	31	310	186	62
		Average	**28**	**$279**	**$168**	**$56**

AGENDA ITEM #47.

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
Nell Lange, Assistant City Manager
Tom Johnston, Director of Administrative Services

From: Ron Patterson, Assistant City Manager

Date: 7/19/2012

Agenda Caption: Consider and act upon directing staff to accept bids for the sale of ~1.6865 acre tract of real property generally located on the north side of Main Street approximately 650 feet west of the Main Street and Legacy Drive intersection with a legal description of Lot 9, in Block A, of LEGACY CROSSING, LOTS 2,4,7,8 and 9, BLOCK A, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 483, of the Plat Records of Denton County, Texas. (CMO\RP)

Action Requested:

Obtain City Council authorization to bid for sale the subject Property.

Background Information:

This Property was purchased at the direction of the City Council in May of 2010. The stated purpose of such purchase was to obtain control over its end use. Since that time the use control is now contained in a recorded document that will run with the land.

The purpose of this request is to obtain authorization to bid the Property for sale with the attached use restrictions. Contained in this packet is a copy of the bid Public Notice and the Development, Operation and Easement Agreement.

There is a decision point the Council needs consider in approving this item. It is whether or not the Council wishes to further restrict the use of the property to include a restriction on the sale of beer and wine.

Board Review/Citizen Input:

NA

Alternatives:

Not bid the property for sale.

Financial Considerations:

The sale of the property would generate revenue to offset the original purchase price.

Legal Review:

The documents have been reviewed by Randy Hullett of the City Attorney's Office.

Supporting Documents:

- Bid Public Notice
- Development Agreement

Staff Recommendation:

Staff recommends approval with direction from City Council on the decision point outlined above.

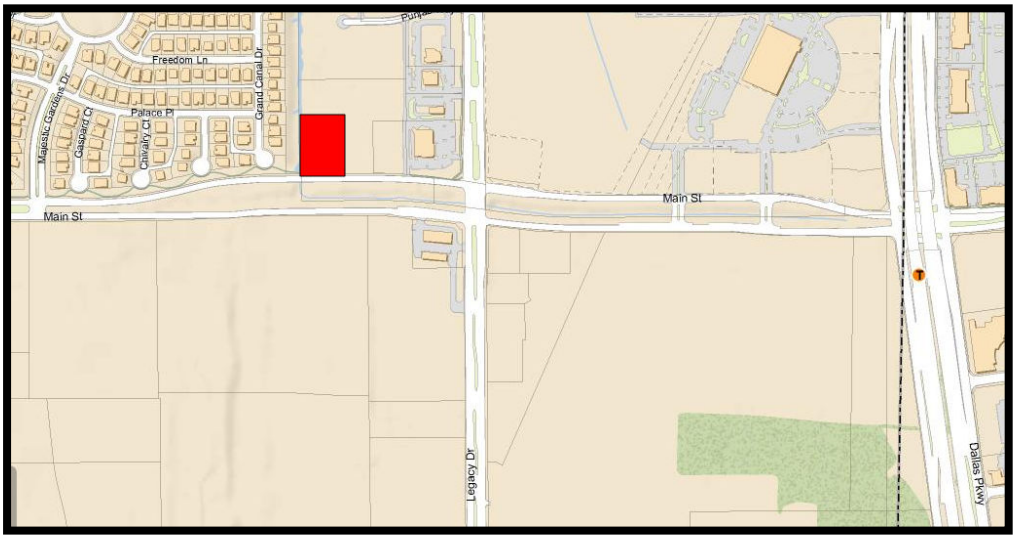
PUBLIC NOTICE
REQUEST FOR SEALED BIDS #_____
TO PURCHASE REAL PROPERTY

The City of Frisco is accepting sealed bids for the purchase of City-owned real property described below (the "Property"). The City will consider bids offering cash. Bids must be for all of the real-property described below and not just for a portion thereof. No late bids will be accepted. The receipt of responses does not require the City to accept any bid, enter a contract or to complete a sale or exchange.

The City will receive responses to this Sealed Bid #_____ at the George A. Purefoy Municipal Center, Attention: Tom Johnston, Purchasing Manager, 6101 Frisco Square Blvd., Frisco, Texas 75034 until **_____ at 3:00 PM. Questions concerning the bid must be submitted in writing via email to Tom Johnston, Purchasing Manager, at email address tjohnston@friscotexas.gov.** The bid documents, to include the Development Agreement referenced below, may be obtained in person at the George A. Purefoy Municipal Center or downloaded from the Purchasing page of the City website www.friscotexas.gov. The bids will be publicly opened and read at the George A. Purefoy Municipal Center, 6101 Frisco Square Blvd., Frisco, Texas 75034 on _____ at 3:05 PM.

Property Legal Description/Location: Being Lot 9, in Block A, of LEGACY CROSSING, LOTS 2, 4, 7, 8 and 9, BLOCK A, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 483, of the Plat Records of Denton County, Texas (the “Property”). The Property is approximately 1.6865 acres.

Property General Description: The subject Property is located on the north side of Main Street approximately 650 feet west of the Main Street and Legacy Drive intersection.



General Location Map – Red box marks general location.

The Property is currently zoned Retail providing for all allowed uses within that zoning classification, save and except,

i. "Package Sales" which is defined as "An establishment principally for the retail sale of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise consumption and rendering services that are incidental to the sale of such goods"; and

ii. The sale or display of beer and/or wine for off-premise consumption even in the case where less than ten percent (10%) of the gross sales space is dedicated to such use in any establishment on the Property.

The Property is subject to a Development Agreement which runs with the land. The Development Agreement required the establishment of a Construction Escrow Account in the amount of one hundred ninety-five thousand one hundred thirty-six dollars and 70/100 ($195,136.70) (the "Escrow"). The escrow funds are designated to assist with completion of the (i) construction of a water main and utilities to the property line of the Property, (ii) construction of a sanitary sewer to the Property, (iii) earthwork and excavation of the adjacent property, and (iv) construction of a storm sewer. The specifics of the Escrow are outlined in more detail in the Development Agreement. The Development Agreement and the Escrow will inure to the benefit of the buyer so that these improvements can be funded or partially funded. Additionally, the Developer Agreement provides that this subject Property has access to utilize an offsite detention pond with the purchaser paying a prorate share of the maintenance cost of such facility.

Conditions of Sale: The Property will be sold "as is, where is," with no warranties other than the warranty of title contained in a Special Warranty Deed to be prepared by the City and then to be executed and delivered to the successful bidder on or before thirty (30) days following the awarding of the successful bid. The warranty of title shall be subject to all matters of record. The successful bidder shall be required to:

a. close on the property within thirty (30) days of award of the bid by the City Council; and

b. pay cash at closing and all expenses of the sale and closing shall be at the expense of the successful bidder; and

c. comply with any and all City of Frisco zoning, permitting, and building regulations for any and all construction on the subject property all as well as any and all Home, Business and\or Property Owner's Association rules, regulations, policies and procedures including but not limited to any filed covenants and restrictions.

Minimum Bid Amounts: Bids must be for all of the Property, with a minimum bid amount for the Property of nine hundred twenty thousand and 00/100 ($920,000.00).

DEVELOPMENT, OPERATION AND EASEMENT AGREEMENT

THIS AGREEMENT, made this May 19, 2010, (the "Effective Date") by and between Legacy Parkway, L. P. ("Developer") having its principal address at c/o Seville Court, 5148 Seville Court, Plano, Texas, and the City of Frisco, Texas 75034 having an address at 6101 Frisco Square Blvd., Frisco, Texas 75034 ("Purchaser").

RECITALS:

A. Concurrent with the execution of this Agreement, Developer has conveyed to Purchaser that certain parcel of land in the City of Frisco, Denton County, State of Texas, more particularly described in Exhibit A-1 and depicted on Exhibit B-1, both attached hereto and made a part hereof (the "Purchaser Parcel").

B. The Purchaser Parcel is adjacent and contiguous to property currently owned by Developer (the "Developer Parcel") which is to be developed as a retail development, more particularly described in Exhibit C-1 and depicted on Exhibit D-1, both attached hereto and made a part hereof (the "Developer Parcel").

C. The parties desire to enter into the following agreement regarding the development and use of the Purchaser Parcel and the Developer Parcel.

NOW, THEREFORE, for One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each, the parties agree as follows:

ARTICLE 1
DEVELOPMENT OF THE PURCHASER PARCEL

1.1 Site Work. Developer shall perform certain items of site work and utility work on the Purchaser Parcel and Developer Parcel, which items are set forth on Exhibit E-1 attached hereto (the "Site Work") and the parties agree that the Site Work shall (a) include the construction with pavers of a common driveway between the Purchaser Parcel and the Developer Parcel as required by the City of Frisco to obtain a Building Permit from Main Street as shown on Exhibit B-1, (b) construction of a water main and utilities to the property line of the Purchaser Parcel, (c) construction of a sanitary sewer to the Purchaser Parcel, (d) earthwork and excavation on the Developer Property, and (e) and construction of a storm sewer all as described in Exhibit E-1. Developer agrees to commence the Site Work within ninety (90) days from the effective date of this Agreement (the "Commencement Date") and complete such Site Work within nine (9) months following the date hereof (the "Site Work Period"). Purchaser and Developer acknowledge and agree that as of the date hereof, Developer has established a construction escrow with Republic Title Company of Texas, Inc. (the "Construction Escrow") on terms and conditions satisfactory to both Purchaser and Developer, which Construction Escrow contains the amount of $195,136.70, which shall be used to pay for the cost of the Site Work. Purchaser and Developer agree that the amount contained in the Construction Escrow represents an estimate of the cost of the Site Work. If the actual cost to complete the Site Work exceeds $195,136.70, Developer shall fund such

additional costs through the Construction Escrow. Such Site Work shall be subject to the following terms and conditions: (i) such work shall be performed in accordance with plans and specifications reasonably satisfactory to Purchaser and Developer; (ii) such work shall be done in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and statutes; (iii) Developer shall not permit any liens to be filed on the Purchaser Parcel or Developer Parcel as a result of any such Site Work and Developer agrees to remove or release any such lien to the reasonable satisfaction of Purchaser within ten (10) days following notice to Developer of the existence of such lien, failing which Purchaser shall have the right to cause the release of such lien without regard to the validity thereof and any and all costs incurred by Purchaser to remove any such lien shall be paid by Developer to Purchaser within ten (10) days following the tender of an invoice therefore from Purchaser to Developer (if such amount is not so paid by Developer then Purchaser shall have the right to lien the Developer Parcel as set forth in Articles 4 and 5 of this Agreement); (iv) Developer hereby indemnifies, defends and holds Purchaser and its agents, contractors, servants, employees, officers and directors, harmless from any and all loss, damage, liability, cost or expenses, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs, court costs and other sums which Purchaser, its agents, contractors, servants, employees, officers and directors may pay or become obligated to pay on account of any, all and every demand or claim, or assertion of liability, or any claim or action founded on or arising or alleged to have arisen out of the performance of the Site Work, whether such claim or claims, action or actions be for damages, injury to person or property, including the property of Purchaser or death of any person; and (v) during the performance of the Site Work, Developer, at its own expense, agrees to maintain, or cause to be maintained the following: (a) builder's risk insurance (all risk coverage) covering the construction of the Site Work to the full extent of the insurable value thereof (if available), (b) workers' compensation insurance covering all persons who are employed in connection with such construction and who may assert death or bodily injury claims against Purchaser Parcel, and (c) a policy of insurance written by one or more responsible insurance carriers licensed to do business in Texas which shall insure against liability for injury to and/or death of and/or damage to property of any person or persons, with policy limits of not less than $1,000,000 for injury to or death of any one person, $2,000,000 for injury to or death of any number of persons in any one incident, and $1,000,000 for damages to property resulting from any one incident; the policy shall name Purchaser as an additional insured; Developer shall deliver to Purchaser a certificate of insurance evidencing the existence of the policy of insurance hereinabove provided prior to the commencement of any Site Work; such certificate shall provide that the insurance shall not be canceled or materially amended unless 30 days prior written notice of such cancellation or amendment is given to the named insureds. The indemnity set forth above shall survive for a period of one (1) year following the completion of the Site Work.

If the Site Work is not commenced by the Commencement Date or completed prior to the expiration of the Site Work Period, the Purchaser may, in its sole and absolute discretion and upon ten (10) days written notice to Developer, perform the Site Work and Purchaser shall be entitled to reimbursement of the amounts so incurred by Purchaser from the Construction Escrow. If the amount remaining in the Construction Escrow is not sufficient to so reimburse Purchaser, Developer hereby agrees to reimburse the Purchaser for any such excess amounts not reimbursed to Purchaser from the

Construction Escrow within ten (10) days of Purchaser's written demand therefore to Developer.

1.2 Indemnification; Insurance. With respect to any construction activity on either the Developer Parcel or the Purchaser Parcel (other than the Site Work), as applicable, and to the extent permitted by law the parties hereto each agree to indemnify, defend and save harmless the other party and each of their respective agents, contractors, servants, employees, officers and directors, from any and all loss, damage, liability, cost or expenses, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs, court costs and other sums which either party, their respective agents, contractors, servants, employees, officers and directors may pay or become obligated to pay on account of any, all and every demand or claim, or assertion of liability, or any claim or action founded on or arising or alleged to have arisen out of any act or omission of Purchaser or Developer, or any of their respective agents, contractors, servants and employees, whether such claim or claims, action or actions be for damages, injury to person or property, or death of any person. During construction, Purchaser, at its own expense, agrees to maintain, or cause to be maintained the following: (i) builder's risk insurance (all risk coverage) covering the construction of the Buildings to the full extent of the insurable value thereof; (ii) workers' compensation insurance covering all persons who are employed in connection with such construction and who may assert death or bodily injury claims against Developer; and (iii) a policy of insurance written by one or more responsible insurance carriers licensed to do business in Texas which shall insure against liability for injury to and/or death of and/or damage to property of any person or persons, with policy limits of not less than $2,000,000 for injury to or death of any one person, $3,000,000 for injury to or death of any number of persons in any one incident, and $1,000,000 for damages to property resulting from any one incident. The policy shall name Developer as an additional insured and shall provide, among other things, that the insurer specifically recognizes and insures the liability assumed herein by Purchaser. Purchaser shall deliver to Developer a certificate of insurance evidencing the existence of the policy of insurance hereinabove provided. Such certificate shall provide that the insurance shall not be canceled or materially amended unless 30 days prior written notice of such cancellation or amendment is given to the named insureds. The indemnity set forth above shall survive for a period of one (1) year following the completion of any applicable construction activity on either the Developer Parcel or the Purchaser Parcel.

1.3 Parking Area. Without including in any calculation of the parking necessary to serve either parcel any parking spaces which may exist on the other parcel, there shall be established and maintained at all times on the each parcel a sufficient number of parking spaces to meet at least the minimum requirement established by the state and local zoning, building and use laws and regulations for the use of such parcel and the size of the building(s) constructed thereon.

ARTICLE 2
EASEMENTS

Easement for Ingress and Egress. Developer hereby grants to Purchaser, its successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, and Purchaser hereby grants to Developer, its successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, a

permanent, non-exclusive easement and right to that portion of the "Roadway" (as hereinafter defined) which is located on such party's parcel. As used herein the "Roadway" is the common access drive from Main Street which is located adjacent to both parcels and which is more particularly depicted on the site plan attached hereto as Exhibit B-1 attached hereto. The following shall be applicable to the Roadway: (a) other than speed control devices, no party shall inhibit the free flow of pedestrian and vehicular traffic across the Roadway and no portion of the Roadway shall be used for the parking of vehicles; (b) each party hereto shall repair and maintain the portion of the Roadway located on its respective parcel in compliance with all applicable legal requirements and free of obstructions, in a good and operable condition and in a level, smooth, and evenly covered manner consistent with the practices prevailing in the operation of similar quality projects in the geographic area in which the parcels are located. While performing any such repair or maintenance, each party shall use its best efforts not to disrupt any business being operated on the other parcels and shall not close or deny access to any business being operated on the parcels (during such business' regular hours of operation); (c) each party shall remove all papers, debris and refuse from the portion of the Roadway located on its respective parcel; (d) each party shall maintain appropriate entrance, exit and directional signs, markers and striping within the portion of the Roadway located on such party's respective parcel consistent with the practices prevailing in the operation of similar quality projects in the geographic area in which the parcels are located; (e) other than speed control devices, no buildings, structures, trees, fences, barriers or other improvements shall be constructed in the Roadway; (f) in no event shall the Roadway be moved, relocated or modified in any way without the consent of the owner of the Developer Parcel and Purchaser Parcel; (g) no party shall be obligated to pay any cost, fee or other charge for the use of the Roadway; (h) each owner of a parcel hereby agrees, to the extent allowed by law, to indemnify, defend and hold each other owner harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, reasonable attorneys' fees and court costs) for any damage to property or injury to or death of any person arising from the failure by any such owner to perform its obligations under this Agreement with respect to the Roadway; and (i) the owners of each parcel shall each maintain comprehensive liability insurance against claims for bodily injury, death or property damage arising with respect to the Roadway in a combined single limit of not less than $1,000,000.00 and (ii) the owner of each parcel shall pay all taxes and assessments leined against its respective parcel.

ARTICLE 3
USE OF PARCEL

No Interference. No use of either parcel shall interfere with the use of the Common Areas or parking areas and/or other non-building areas or impede the free flow of vehicular or pedestrian traffic thereon.

ARTICLE 4
REMEDIES

4.1 Default under this Agreement.

(a) If any party to this Agreement shall, during the term of this Agreement, default in the full and punctual performance of any obligation under this Agreement (a "Defaulting Owner"), and if such default shall continue for thirty (30) days (or such lesser time as shall be set forth expressly elsewhere in this Agreement or as may be reasonable in the case of emergency) after receipt of written notice from another party to this Agreement, then, in addition to all other remedies which the applicable party may have at law or equity or under this Agreement, such party may, but shall not be obligated to, perform such obligation on behalf of the Defaulting Owner. If a default, other than the payment of money, cannot be cured within the period required herein, then such default shall be deemed to be cured if the Defaulting Owner shall commence curing the default within such period and shall continue thereafter with all due diligence and does so cure the default within a reasonable time.

(b) In the event of a breach of any obligation of this Agreement by a Defaulting Owner, in addition to any other remedy an applicable party may have at law or equity or under this Agreement, said party shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach. All costs and expenses of any such suit or proceeding, including, but not limited to, attorneys' fees, court costs and the reasonable costs of investigation, shall be assessed against the Defaulting Owner.

4.2 No Waiver. No delay or omission of either party hereto in the exercise of any right accruing upon any default of the other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party of a breach or a default of any of the terms and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement and at law or in equity.

ARTICLE 5
PROHIBITED USE OF DEVELOPER PARCEL

Except as expressly permitted herein, the sale or display of alcohol or alcoholic beverages for off-premise and on-premise consumption by any tenant or owner of all or any portion of Lots 2 or 8, Block A, of Legacy Crossing, is expressly prohibited, with the exception of the sale or display of beer and/or wine for off-premise consumption and so long as no more than ten present (10%) of the gross sales space in any establishment in which such beer and/or wine is sold or displayed is devoted to such sale or display. The owner of Lot 9, Block A, of Legacy Crossing and the City of Frisco, Texas (the "City") are third-party beneficiaries of this restriction and each shall have standing and the

unilateral right to enforce this restriction by all means available at law, notwithstanding the action or inaction of Developer or any other lot owner.

ARTICLE 6
MISCELLANEOUS

6.1 Run with the Land. This Agreement and its restrictions, covenants, obligations, easements and agreements shall be appurtenant to and shall run with the land and shall apply to and bind the heirs, personal representatives, transferees, assigns and successors in interest of the parties hereto; provided, however, neither party shall have any further liability under this Agreement for obligations arising after such party has conveyed its interest in such parcel to a third party so long as such third party has assumed all of the obligations of the transferor hereunder.

6.2 Joint Ownership. All references herein to any party in the singular will refer to the plural during any period in which the applicable parcel is owned by more than one person, corporation or entity. If the applicable parcel is owned by more than one person, corporation or entity, all of the rights of the owner of such parcel set forth herein shall be held jointly by all of the owners of such parcel and all of the agreements, covenants, restrictions, obligations, warranties, representations and indemnities of the owner of such parcel herein shall apply to and bind all of the owners of such parcel jointly and severally. Any party benefiting from any of the agreements, covenants, restrictions, obligations, easements or other terms of this Agreement shall be entitled to enforce the obligations of the other party hereunder against any of the owners of the applicable parcel individually without prior demand, claim or suit upon any other owner of any other parcel.

6.3 Term of Agreement. Each agreement, covenant, restriction, obligation, easement or other term of this Agreement shall be for the term of seventy-five years from the date hereof and shall automatically renew for additional ten year periods thereafter unless the owner of the Purchaser Parcel or the City shall give written notice not less than thirty (30) days prior to the end of the initial term or any ten (10) year period of its desire to terminate the Agreement, provided, however, that the easement granted pursuant to Article 2 shall survive such termination unless this Agreement shall be terminated by the written agreement of all owners of the Purchaser Parcel and the Developer Parcel).

6.4 Headings. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

6.5 Severability. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

6.6 Subsequent Conveyances. All conveyances of any portion of any parcel encumbered by this Agreement (including any leases by Developer of any portion of the Shopping Center) subsequent to the date hereof shall recite that they are subject and subordinate to the terms and provisions hereof.

6.7 Force Majeure. Time is of the essence hereof, provided, however, the Developer shall be excused for failure to commence and complete the construction work required to be performed hereunder if such failure is unavoidably caused by: Act of God or the elements; war, war defense conditions or the act of the public enemy; strikes or walkouts (but not lockouts initiated by Developer or its contractors, subcontractors or agents); the unavailability of labor and materials (if not due to the lack of funds to purchase such labor or materials); or other causes (other than financial) beyond Developer's reasonable control. Developer shall use reasonable diligence to avoid any such delay and to resume construction as promptly as possible after any such delay.

6.8 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

6.9 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by registered or certified mail with postage prepaid addressed as follows:

If to Developer to:

Legacy Parkway, L.P.
5148 Seville Court
Plano, Texas 75093

with a copy to:
Ira F. Levy
Glast, Phillips & Murray, P.C.
13355 Noel Road, Suite 2200
Dallas, Texas 75240

If to Purchaser:

City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Texas 75034
Attn: City Manager

with a copy to:
Robert H. Roeder
Abernathy Roeder Boyd & Joplin P.C.
1700 Redbud Blvd, Suite 300
McKinney, Texas 75069

or to such other person or address as shall be furnished by fifteen days' prior written notice by either party to the other. Notice given to the last known owner of the Purchaser Parcel at the address given in any such notice shall be binding on any successor owner as though given to it.

5.10 Water Detention. Developer has constructed a detention pond on Lot 4 Block A of Legacy Crossing which will be available to the Purchaser for storm water drainage provided Purchaser pays its prorate share of the cost of maintaining such

facility. Notwithstanding the foregoing, the Developer hereby agrees that the Purchaser's prorata share of the cost to maintain the detention pond will not exceed $500.00 per year for calendar years 2010, 2011 and 2012.

(The remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

LEGACY PARKWAY, L. P.

By: Jasmine Investments, LLC
Its: General Partner

By: _____
Jessie Mann, President

_____

By: _____
Its: General Partner

By: _____

CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

LEGACY PARKWAY, L. P.

By: Jasmine Investments, LLC
Its: General Partner

By: _____
Jessie Mann, President

_____

By: _____
Its: General Partner

By: _____

CITY OF FRISCO, TEXAS

By: George Purefoy
George Purefoy, City Manager

#574823-2

STATE OF TEXAS)
Dallas) SS.
COUNTY OF ~~DENTON~~)

On May 19, 2010, before me, J. Burgardt, a Notary Public of said State, duly commissioned and sworn, personally appeared Jessie Mann, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President of Jasmine ~~Development~~, Investments LLC, a limited liability company, and acknowledged to me that he executed the within instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

J. Burgardt
Notary Public, Dallas County
State of Texas
My Commission Expires: 10-23-2012

NOTARY PUBLIC STATE OF TEXAS
J. Burgardt
My Commission Expires:
October 23, 2012

#574823-2

STATE OF TEXAS)
) SS.
COUNTY OF COLLIN)

On 19th, 2010, before me, May, a Notary Public of said State, duly commissioned and sworn, personally appeared George Purefoy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the City Manager of the CITY OF FRISCO, TEXAS, a home rule municipality and acknowledged to me that he executed the within instrument on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

Sharon L. Perry
Notary Public, Collin County
State of Texas
My Commission Expires: 3-22-14

SHARON L. PERRY
Notary Public, State of Texas
My Commission Expires
March 22, 2014

When recorded return to:

_____
_____
_____
Attn: _____

#574823-2

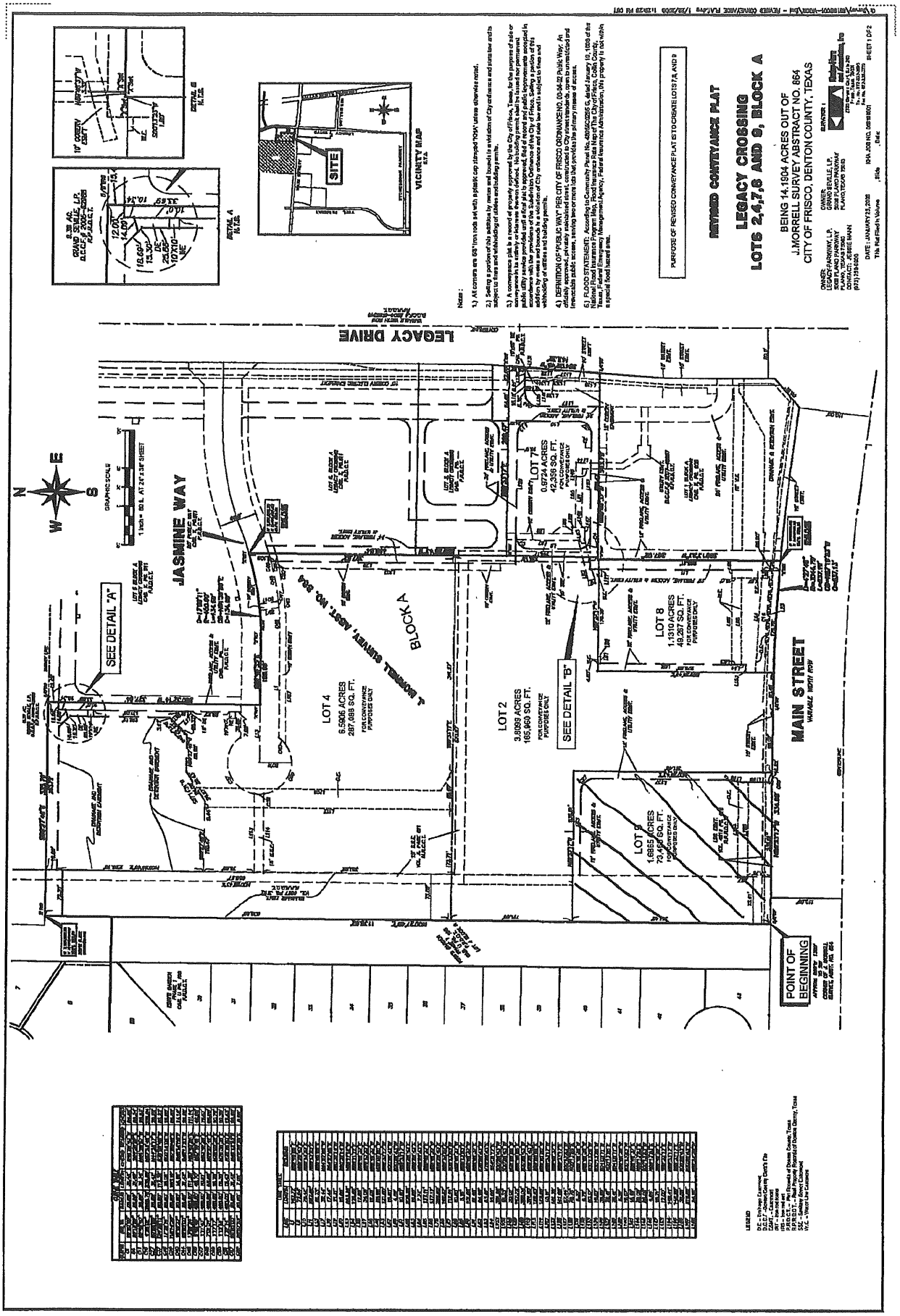
EXHIBIT A-1

Legal Description - Purchaser Parcel

Being Lot 9, in Block A, of LEGACY CROSSING, LOTS 2, 4, 7, 8 and 9, BLOCK A, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 483, of the Plat Records of Denton County, Texas.

EXHIBIT B-1

Purchaser Parcel Depiction



PURCHASER'S PARCEL

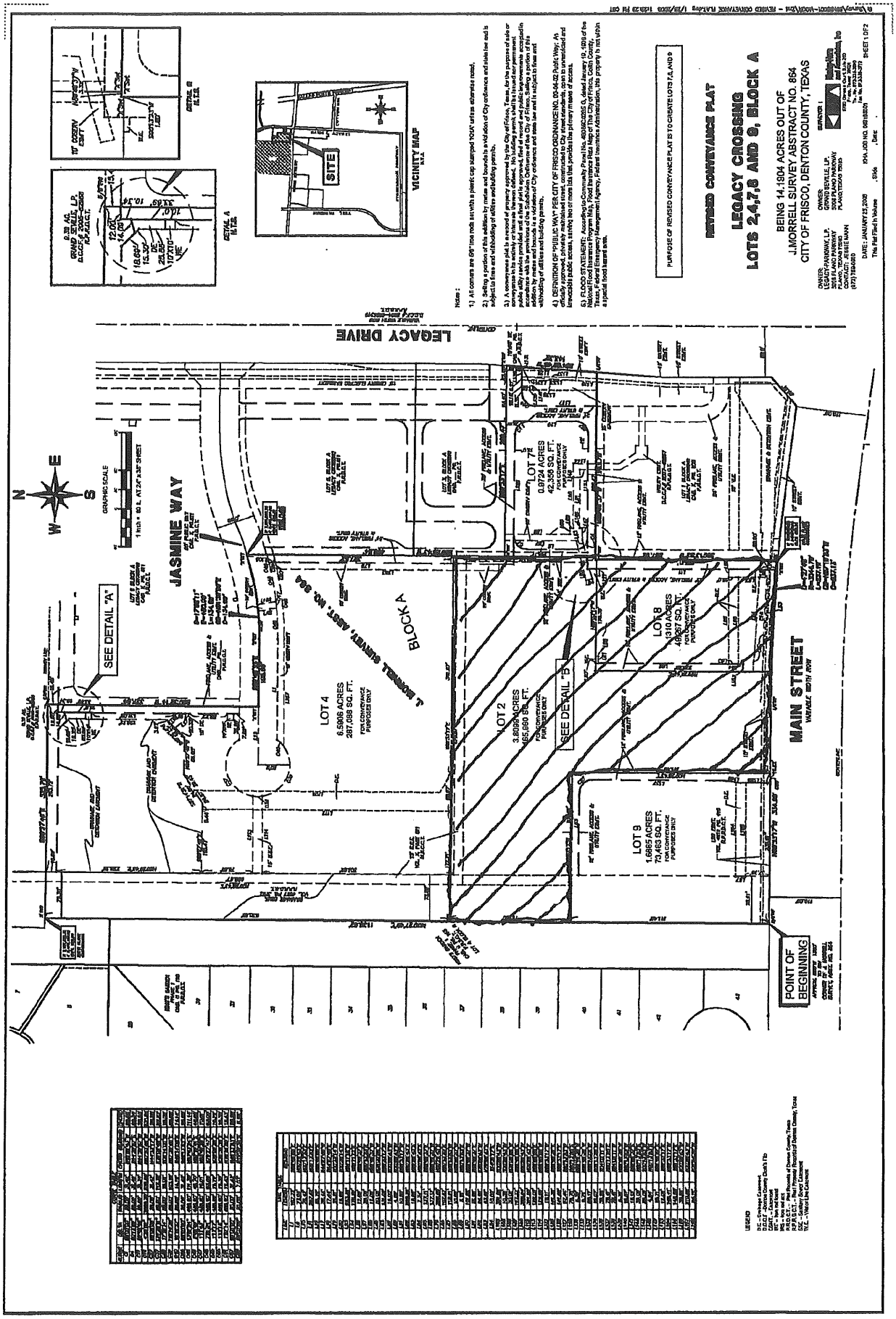
EXHIBIT C-1

Legal Description - Developer Parcel

Being Lots 2 and 8 in Block A, of LEGACY CROSSING, LOTS 2, 4, 7, 8 and 9, BLOCK A, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 483, of the Plat Records of Denton County, Texas.

EXHIBIT D-1

Developer Parcel Depiction



DEVELOPER PARCEL

EXHIBIT E-1

DEVELOPER'S WORK

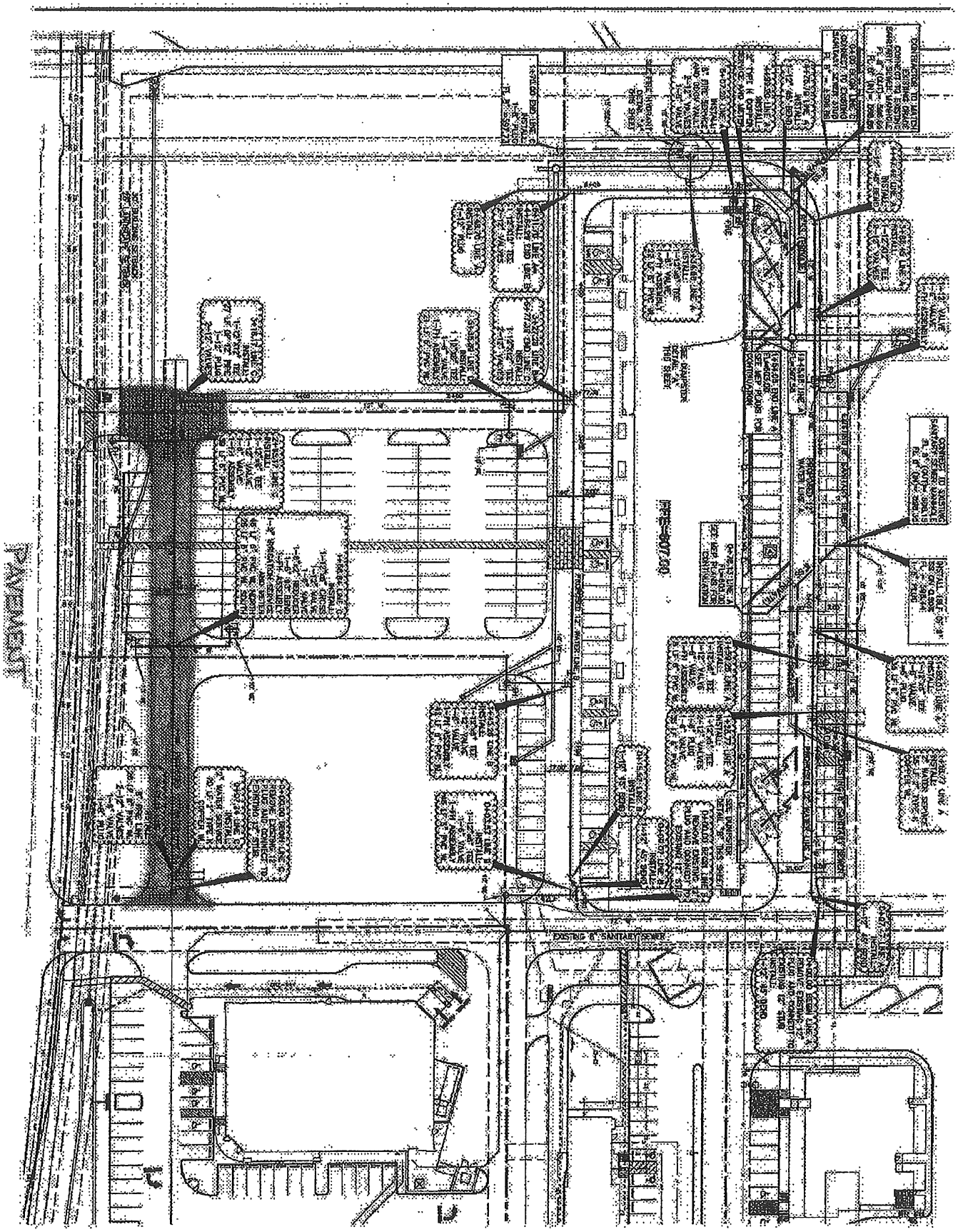
C&P ENGINEERING, LTD.
1801 GATEWAY BLVD., SUITE 101, RICHARDSON, TX 75080 TEXAS REG. #F-3185

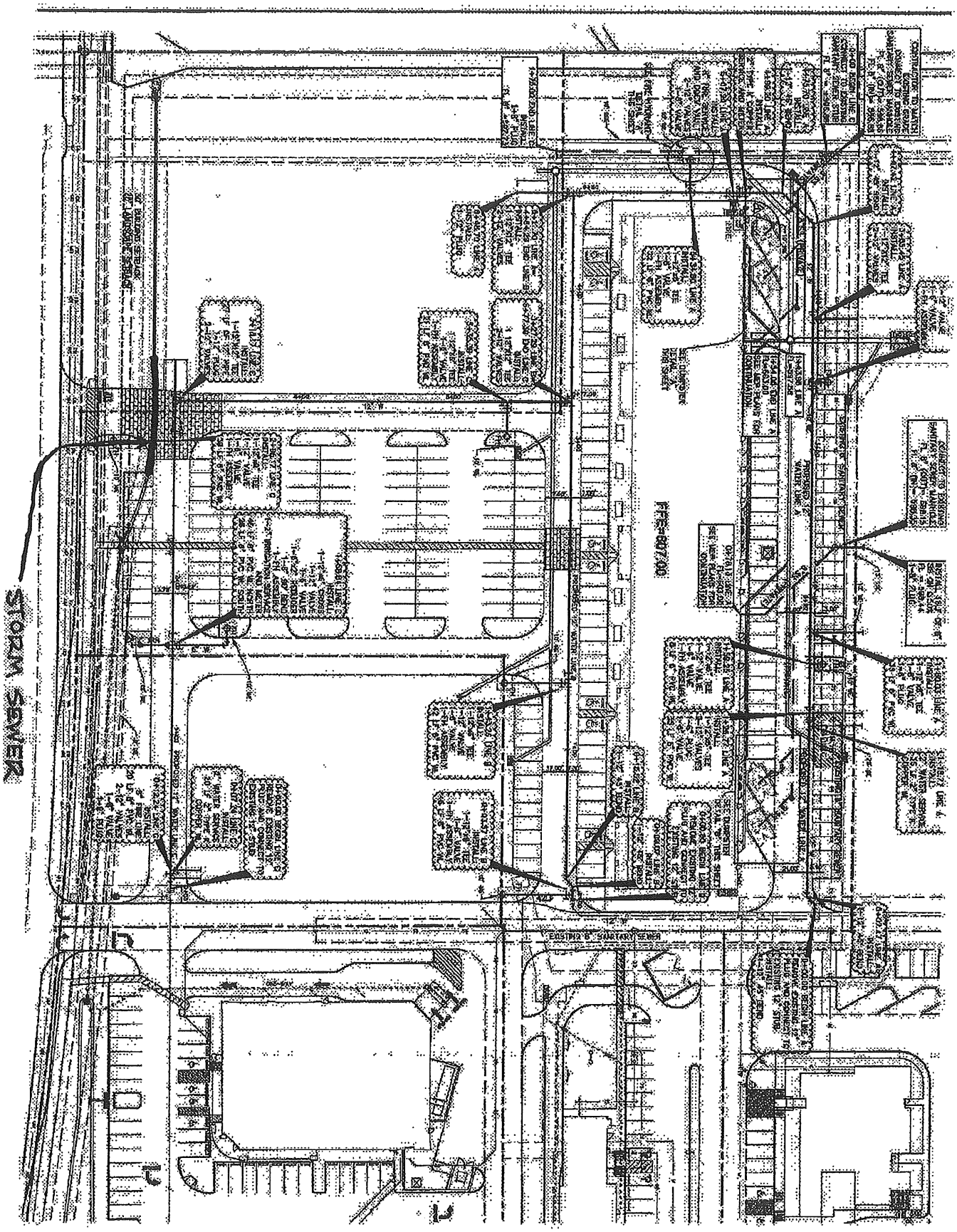
ENGINEER'S OPINION OF PROBABLE COST

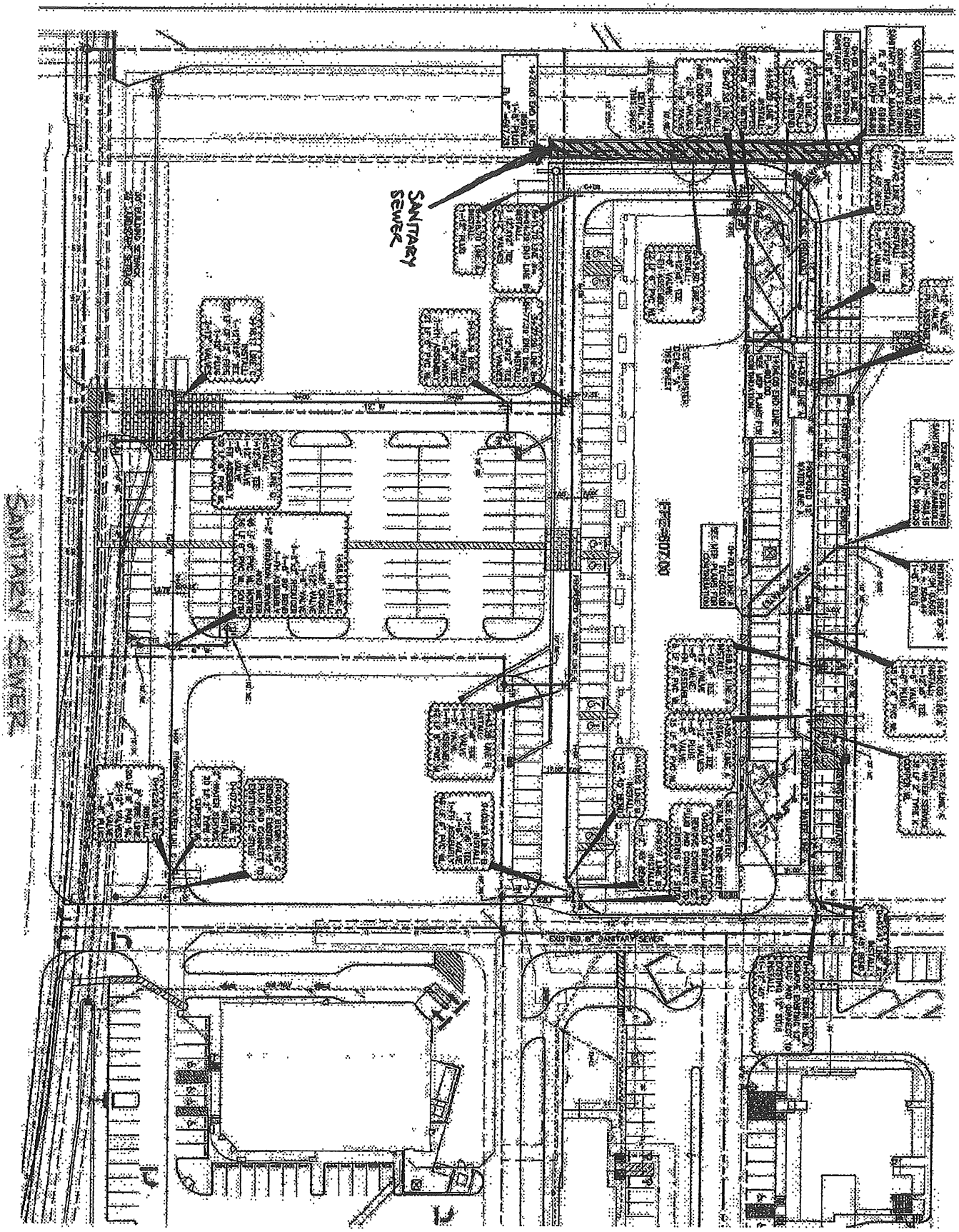
CITY OF FRISCO

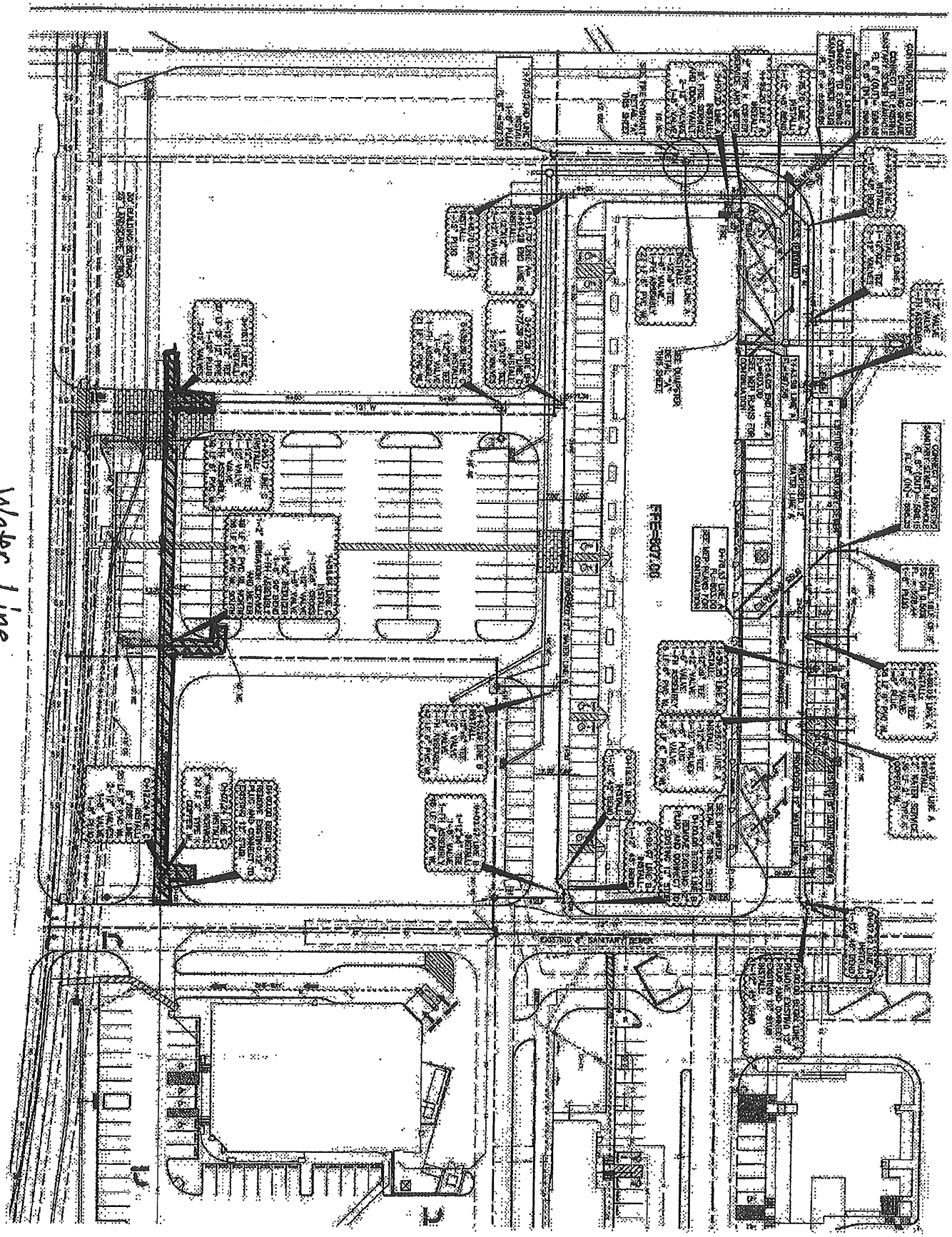
LEGACY CROSSING

ITEM	DESCRIPTION	UNIT	QTY. TOTAL	UNIT PRICE	TOTAL
EARTHWORK					
1	MOBILIZATION	LS	1	3,000	$3,000.00
2	UNCLASSIFIED EXCAVATION	CY	150	3	$375.00
				EARTHWORK SUBTOTAL	$3,375.00
EROSION CONTROL					
3	SILT FENCE	LF	350	3	$875.00
4	CONSTRUCTION ENTRANCE	EA	1	1,500	$1,500.00
				EROSION CONTROL SUBTOTAL	$2,375.00
WATER UTILITIES					
5	12" WATER	LF	950	40	$38,000.00
6	8" WATER	LF	20	35	$700.00
7	6" WATER	LF	210	30	$6,300.00
8	2" TYPE K COPPER	LF	20	15	$300.00
9	12" VALVE	EA	10	1,600	$16,000.00
10	8" VALVE	EA	1	1,300	$1,300.00
11	6" VALVE	EA	5	1,000	$5,000.00
12	FIRE HYDRANT	EA	5	2,500	$12,500.00
13	FITTINGS	TN	1	4,000	$4,000.00
14	CONNECTION TO EXISTING	EA	2	1,000	$2,000.00
15	TESTING WATER LINES	LF	1,180	2	$1,947.00
				WATER UTILITIES SUBTOTAL	$88,047.00
SANITARY SEWER					
16	8" SEWER	LF	180	35	$6,300.00
17	4' MANHOLE	EA	1	2,500	$2,500.00
18	TESTING SEWER LINES PER CITY REQS	LF	180	3	$540.00
19	TRENCH SAFETY	LF	180	1	$180.00
				SANITARY SEWER SUBTOTAL	$9,520.00
STORM SEWER					
1	18" RCP	LF	30	50	$1,500.00
2	PLUG 18" RCP FOR FUTURE CONNECTION	LS	1	300	$300.00
				EARTHWORK SUBTOTAL	$1,800.00
PAVING*					
20	6" 3500 PSI CONC WITH #3 BARS @ 18" OCEW	SY	770	50	$38,500.00
21	ENHANCED PAVING WITH PAVERS	SF	3,000	6	$18,000.00
22	LIME SUBGRADE	SY	1,220	4	$4,880.00
23	LIME	TN	26	150	$3,900.00
24	CONNECT TO EXISTING	EA	1	2,000	$2,000.00
25	TESTING	LS	1	5,000	$5,000.00
				PAVING SUBTOTAL	$72,280.00
				CONSTRUCTION TOTAL	$177,397.00
				10% CONTINGENCY	$17,739.70
				TOTAL CONSTRUCTION COST	$195,136.70


PAVEMENT
EXISTING 8" SANITARY SEWER


STORM SEWER
FFE=807.00
EXISTING 8" SANITARY SEWER


SANITARY SEWER
SANITARY SEWER
EXISTING 8" SANITARY SEWER


Water Line

AGENDA ITEM #48.

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
Nell Lange, Assistant City Manager
Tom Johnston, Director of Administrative Services

From: Ron Patterson, Assistant City Manager

Date: 7/19/2012

Agenda Caption: Consider and act upon directing staff to accept bids for the sale of ~1.3537 acre tract of real property generally located southeast of Frisco City Hall on the south side of Page Street at the intersection of Page Street and Library Street with a legal description of a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, and part of the tract of land described in deed to the City of Frisco recorded in Document No. 2000-0081361 of the Official Public Records of Collin County. (CMO\RP)

Action Requested:

Obtain City Council authorization to bid for sale the subject Property.

Background Information:

This Property was originally purchased at the time of development of Frisco Square to be utilized to construct a library facility. However, as City Hall was being designed a decision was made to integrate the Library into the City Hall structure. Therefore, the need for this property no longer exists.

The purpose of this request is to obtain authorization to bid the Property for sale. Contained in this packet are a copy of the bid Public Notice and the Survey.

Board Review/Citizen Input:

NA

Alternatives:

Not bid the property for sale.

Financial Considerations:

The sale of the property would generate revenue for the general fund.

Legal Review:

The documents have been reviewed by Randy Hullett of the City Attorney's Office.

Supporting Documents:

- Bid Public Notice
- Survey

Staff Recommendation:

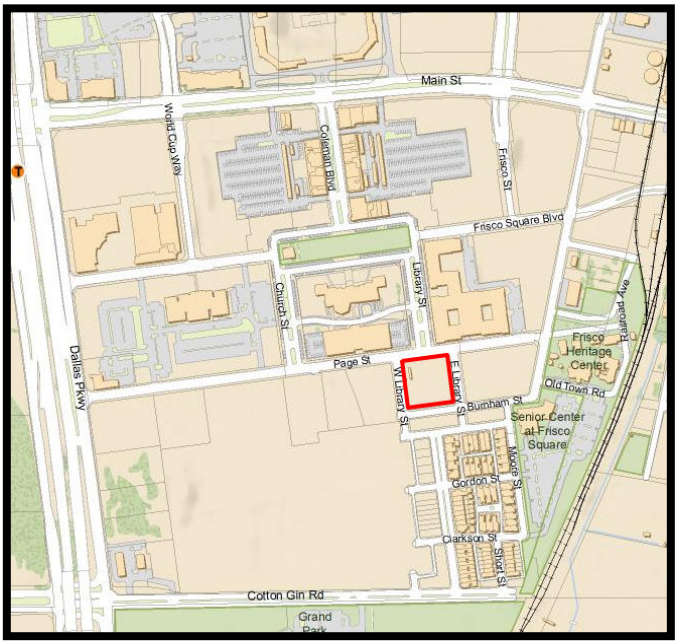
Staff recommends approval.

PUBLIC NOTICE
REQUEST FOR SEALED BIDS #_____
TO PURCHASE REAL PROPERTY

The City of Frisco is accepting sealed bids for the purchase of City-owned real property described below (the "Property"). The City will consider bids offering cash. Bids must be for all of the real-property described below and not just for a portion thereof. No late bids will be accepted. The receipt of responses does not require the City to accept any bid, enter a contract or to complete a sale or exchange.

The City will receive responses to this Sealed Bid #_____ at the George A. Purefoy Municipal Center, Attention: Tom Johnston, Purchasing Manager, 6101 Frisco Square Blvd., Frisco, Texas 75034 until **_____ at 3:00 PM. Questions concerning the bid must be submitted in writing via email to Tom Johnston, Purchasing Manager, at email address tjohnston@friscotexas.gov.** The bid documents, to include a survey of the property, may be obtained in person at the George A. Purefoy Municipal Center or downloaded from the Purchasing page of the City website www.friscotexas.gov. The bids will be publicly opened and read at the George A. Purefoy Municipal Center, 6101 Frisco Square Blvd., Frisco, Texas 75034 on _____ at 3:05 PM.

Property Legal Description/Location: Being a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, and part of the tract of land described in deed to the City of Frisco recorded in Document No. 2000-0081361 of the Official Public Records of Collin County (the “Property”). The Property is approximately 1.3537 acres.



General Location Map – Red box marks general location.

Property General Description: The subject Property is located just southeast of Frisco City Hall on the south side of Page Street at the intersection of Page Street and Library Street.

The Property is currently zoned Planned Development 153 – Mixed Use providing for all allowed uses within that zoning classification.

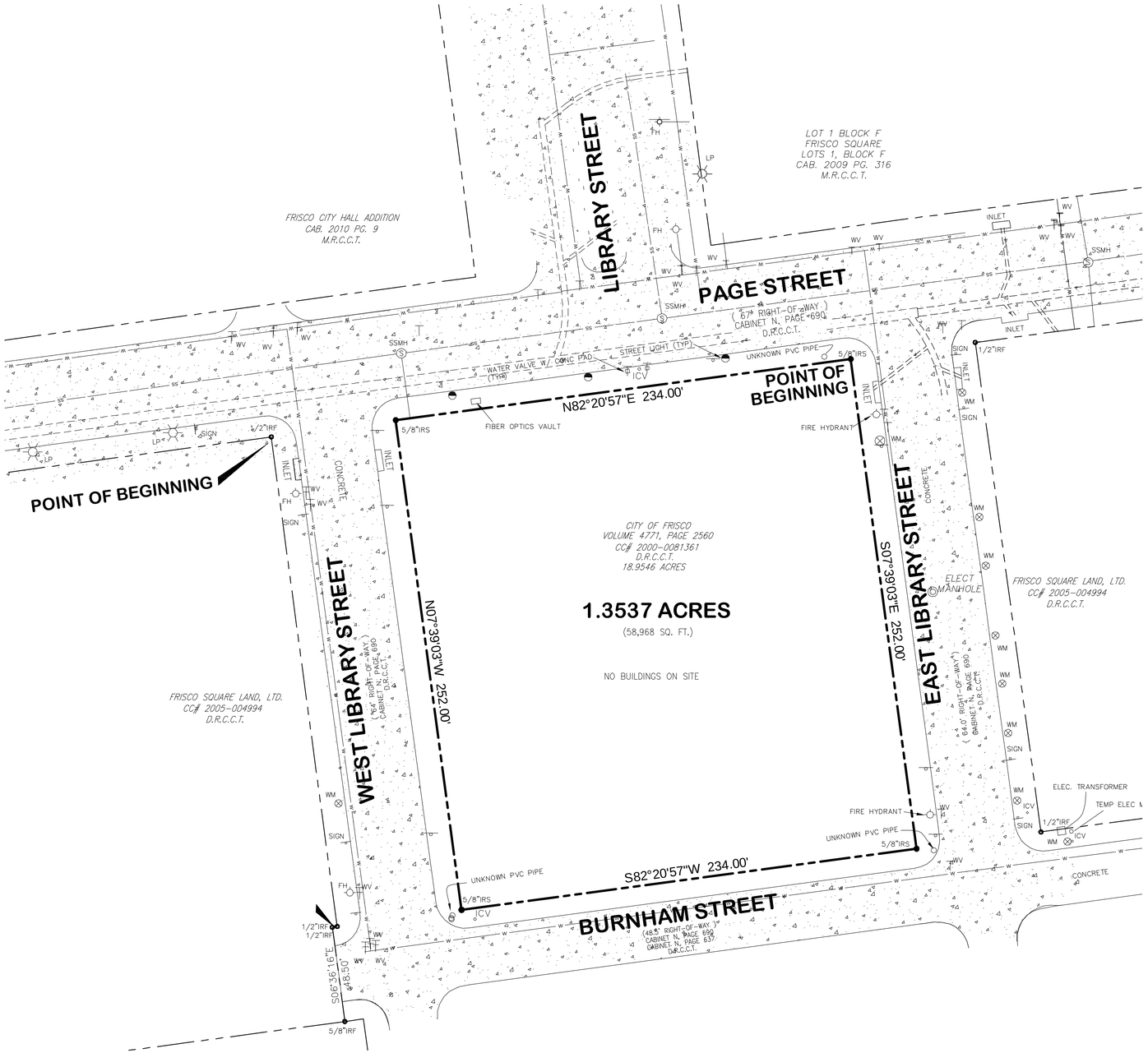
Conditions of Sale: The Property will be sold "as is, where is," with no warranties other than the warranty of title contained in a Special Warranty Deed to be prepared by the City and then to be executed and delivered to the successful bidder on or before thirty (30) days following the awarding of the successful bid. The warranty of title shall be subject to all matters of record. The successful bidder shall be required to:

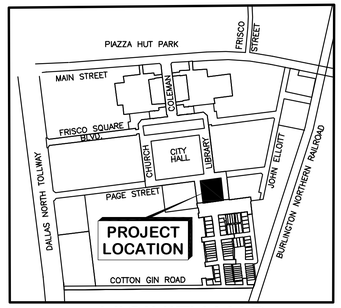
a. close on the property within thirty (30) days of award of the bid by the City Council; and

b. pay cash at closing and all expenses of the sale and closing shall be at the expense of the successful bidder; and

c. comply with any and all City of Frisco zoning, permitting, and building regulations for any and all construction on the subject property all as well as any and all Home, Business and\or Property Owner's Association rules, regulations, policies and procedures including but not limited to any filed covenants and restrictions.

Minimum Bid Amounts: Bids must be for all of the Property, with a minimum bid amount for the Property of one million four hundred thirty-four thousand six hundred ninety-one and 00/100 ($1,434,691.00).





VICINITY MAP
N.T.S.

LEGEND	
IRF	IRON ROD FOUND
IRFC	CAPPED IRON ROD FOUND
IRSC	CAPPED IRON ROD SET
CM	CONTROL MONUMENT
	LIGHT POLE
E	ELECTRIC MANHOLE
S	SANITARY SEWER MANHOLE
D	STORM SEWER MANHOLE
T	WATER VALVE
	WATER METER
	FIRE HYDRANT
	SIGN

LINE TYPE LEGEND	
	BOUNDARY LINE
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
CBL	UNDERGROUND FIBER OPTIC CABLE
GAS	UNDERGROUND GAS LINE
OHP	OVERHEAD POWER LINE
W	UNDERGROUND WATER LINE
SD	UNDERGROUND STORM SEWER LINE
SS	UNDERGROUND SANITARY SEWER LINE

LEGAL DESCRIPTION
1.3537 ACRES

BEING a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, and part of the tract of land described in deed to the City of Frisco recorded in Document No. 2000-0081361 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for the intersection of the south right-of-way line of Page Street (67' right-of-way) and the west right-of-way line of East Library Street (64' right-of-way at this point);

THENCE with said west right-of-way line, South 07°39'03" East, a distance of 252.00 feet to a 5/8" iron rod set for corner at the intersection of said west right-of-way line and the north right-of-way line of Burnham Street (48.5' ROW);

THENCE with said north right-of-way line, South 82°20'57" West, a distance of 234.00 feet to a 5/8" iron rod set for corner at the intersection of said north right-of-way line and the east right-of-way line of West Library Street (64' ROW);

THENCE with said east right-of-way line, North 07°39'03" West, a distance of 252.00 feet to a 5/8" iron rod set for corner at the intersection of said east right-of-way line and the south right-of-way line of Page Street;

THENCE with said south right-of-way line, North 82°20'57" East, a distance of 234.00 feet to the **POINT OF BEGINNING** and containing 59,968 square feet or 1.3537 acres of land.

Bearing system of this survey 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 American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.

SURVEYOR'S CERTIFICATION

TO: City of Frisco
Reunion Title Company
First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 7(a), 8, 9, and 11(a) *of Table A thereof. The field work was completed on June 24, 2012.*

Dana Brown R.P.L.S. #5336
KIMLEY-HORN AND ASSOCIATES, INC.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Phone: (972) 770-1300
dana.brown@kimley-horn.com

STATE OF TEXAS
REGISTERED
DANA BROWN
6461
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

NOTES ADDRESSING SCHEDULE B EXCEPTIONS:
Pursuant to Commitment for Title Insurance, provided by Republic Title of Texas, Inc. GF. No. 2018-17656-RU, effective date June 29, 2012, issued date July 17. 2012.

B1. and 10f. This tract is included in the legal description in the terms, provisions, and conditions contained in Frisco Square Development Agreement between the City of Frisco and Frisco Square Ltd. recorded in Volume 4721, Page 2665, Land Records, Collin County, Texas, as affected by First Supplement to Frisco Square Development Agreement recorded under Document No. 20070220000229050, Land Records, Collin County, Texas and Document No. 20070419000530110, Land Records, Collin County, Texas and as amended by Document No. 20080730000922720, Land Records, Collin County, Texas.

10e. This tract is included in the legal description in the Agreement between Newman Real Estate Inc., Don Crowell, Rebecca Crowell, Ann Osgood and HRC Ranch, Ltd. filed 11/17/1997, recorded in Volume 4042, Page 524, Real Property Records, Collin County, Texas.

10g. This tract is included in the legal description in the deed recorded in Volume 1426, Page 14, Land Records, Collin County, Texas. This survey does not provide a determination or opinion concerning the mineral estates and interests and all rights incident thereto in the above recorded document. Only the mineral estate's location relative to the subject property was determined by the surveyor.

NOTES:

Underground utilities shown hereon are from record drawings obtained from the City of Frisco and the engineer of record and the surveyor cannot guarantee the locations of said utilities, except those that are observed on the surface at the time of this survey.

N
W E
S

GRAPHIC SCALE IN FEET
30 0 15 30 60
1" = 30' @ 24X36

Copyright © 2011
Kimley-Horn and Associates, Inc.
All rights reserved

ALTA/ACSM LAND TITLE SURVEY
1.3537 ACRES
W.B. WATKINS SURVEY, ABSTRACT NO. 1004
CITY OF FRISCO, COLLIN COUNTY, TEXAS

No.	DATE	REVISION DESCRIPTION
1	.	.

Kimley-Horn and Associates, Inc.
12700 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" = 30'	DAB	MBM	June 26, 2012	0611230203	1 OF 1

DWG NAME: K:\DAL_SURVEY\0611230203- 1 AC FRISCO SQUARE\LDD 611

Packet Page -803-

AGENDA ITEM #49.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **July 31, 2012**

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

Action Requested: City Council's consideration and adoption of the above-referenced Resolution for the purposes set forth therein.

SB 18 (effective September 1, 2011): City Council may notice changes in the form of the Resolution which has been utilized by the City of Frisco in the past. These changes have been made in response to SB 18, enacted by the 82nd Legislature and which became effective on September 1, 2011. **Please note that SB 18 requires the City to first attempt to acquire the necessary right-of-way on the properties from the landowners voluntarily through the making of a bona fide offer prior to filing any eminent domain proceedings**.

#604837

Background Information: The Eldorado Parkway Project will widen the existing two-lane concrete roadway to a six-lane divided roadway from Preston Road to Fragrant Drive, and widen the existing four-lane divided concrete roadway to a six-lane concrete roadway from Fragrant Drive to Custer Road. The Project includes paving, drainage, sidewalks and signals. Design is estimated to be complete in August 2012. Construction is anticipated to begin when Right of Way acquisition is complete and franchise utility companies have completed their relocations.

The City of Frisco needs to acquire right-of-way (in fee simple) for the 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 Eldorado Parkway project:

Property Owner	Property Description	Area
Brinkmann Ranches of Collin County, L.P.	ROW-1-2	0.1471 acres
J. Baxter Brinkmann	ROW-11-1	0.4770 acres

The City will first attempt, as reasonably determined by the City, to amicably acquire the property needed for the project. 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 funding for acquisition of the properties be provided 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.

#604837

Supporting Documents: Supporting documents include the following items:

- Location Map; and
- Copy of the Resolution, attaching the exhibits which provide the legal description and depiction of the right-of-way parcels (in fee simple) 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.

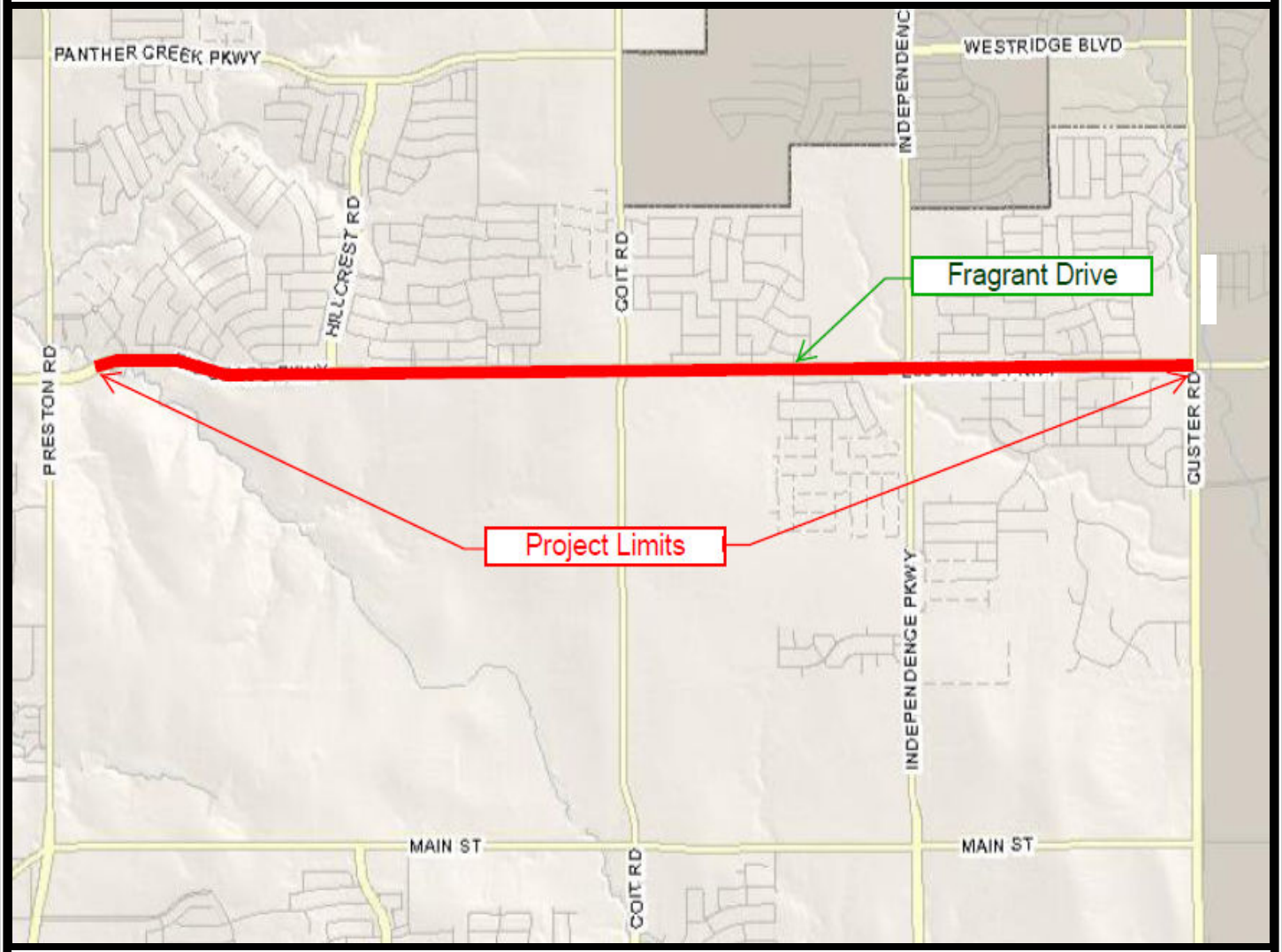
FORM OF THE MOTION TO ADOPT THE RESOLUTION (as required by SB 18):

"I move that the City of Frisco, Texas, City Council adopt the Resolution described in Agenda Item #49 and authorize the use of the power of eminent domain to acquire for public use the right of way (in fee simple), on all of the properties depicted on and described by metes and bounds attached to said Resolution, said depictions and descriptions being incorporated in their entirety into this motion for all purposes, for the construction, access, repair, maintenance and replacement of the Eldorado Parkway from Preston Road to Custer Road Project."

#604837

FRISCO
PROGRESS IN MOTION

Right of Way Acquisition
Eldorado Parkway
(Preston Road to Custer Road)
July 31, 2012



CITY OF FRISCO, TEXAS **RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTIES FOR PUBLIC USE BY EMINENT DOMAIN FOR RIGHT OF WAY (IN FEE SIMPLE), FOR THE CONSTRUCTION, ACCESS, AND MAINTENANCE FOR THE ELDORADO PARKWAY (PRESTON ROAD TO CUSTER ROAD) PROJECT; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE PROPERTIES FOR RIGHT OF WAY (IN FEE SIMPLE) FOR THE ELDORADO PARKWAY (PRESTON ROAD TO CUSTER ROAD) PROJECT; AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO ESTABLISH PROCEDURES FOR ACQUIRING THE RIGHT OF WAY (IN FEE SIMPLE) ON THE PROPERTIES, OFFERING TO ACQUIRE THE RIGHT OF WAY (IN FEE SIMPLE) VOLUNTARILY FROM THE LANDOWNERS THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

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") investigated and determined that there is a public necessity for the acquisition, by eminent domain, of right of way (in fee simple) ("ROW") on the properties described in and depicted on *Exhibits A-1 and A-2*, attached hereto and incorporated herein for all purposes ("Properties"), and it is the City of Frisco, Texas' ("Frisco") intent to acquire the necessary ROW on the Properties for the purpose of, among other things, the construction, access repair, maintenance and replacement of a roadway and related improvements of the Eldorado Parkway (Preston Road to Custer Road) Project ("Project"); and

WHEREAS, the City Council has 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 ROW to be acquired by eminent domain for the Project; and

WHEREAS, there may be improvements located on some of the Properties 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, (individually and collectively, "Bona Fide Offer(s)") to acquire the ROW on the Properties for public use voluntarily from the subject landowners 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: Acquisition of Properties. 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 ROW on the Properties, and it is Frisco's intent to acquire the ROW for public use as more specifically described in and depicted on *Exhibits A-1 and A-2* attached hereto, specifically for the purpose of, among other things, the construction, access, repair, maintenance and replacement of 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 opinions needed for the acquisition of the ROW on the Properties. To this end, the City Manager shall first make a Bona Fide Offer to acquire the ROW on the Properties form the subject landowners voluntarily. Should the landowners fail to provide the ROW voluntarily through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the ROW on the Properties by eminent domain.

SECTION 3: 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 opinions needed by Frisco from time to time in connection with acquisition of the ROW on the Properties for the construction of, access to, repair of, maintenance of, replacement of and/or improvements to 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 opinions needed for the acquisition of the ROW on the Properties. To this end, the City Manager shall first make a Bona Fide Offer to acquire the ROW on the Properties from the subject landowners voluntarily. Should the landowners fail to provide the ROW voluntarily through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the ROW on the Properties by eminent domain.

SECTION 4: 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 ROW on the Properties for the purpose of making Bona Fide Offers. After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said ROW, and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the ROW on the Properties, the City Manager is authorized to send written Bona Fide Offers to the landowners of said Properties for acquisition of said ROW at the full amount determined and established to be just compensation therefore, and to negotiate with said landowners on behalf of Frisco to acquire the ROW voluntarily from said landowners.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire each of the ROW on the Properties 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 any ROW on the Properties for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to sell such surplus improvements, if any, located on the ROW acquired in connection with this Project, should they interfere with the intended use and enjoyment of said ROW.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the ROW voluntarily from the landowners through the making of Bona Fide Offers, 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 ROW on the Properties for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the ROW on the Properties for the Project will be appropriated from any lawful source.

SECTION 10: 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 11: 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 12: Effective Date. This Resolution shall take effect immediately from and after its passage.

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

Exhibit A-1

FIELD NOTES DESCRIBING A
6,406 SQUARE FOOT (0.1471 ACRE)
RIGHT-OF-WAY DEDICATION (ROW-1-2)
SITUATED IN THE
JOHN W. COX SURVEY, ABSTRACT NO. 160
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a 6,406 square foot (0.1471 acre) tract of land situated in the John W. Cox Survey, Abstract No. 160, City of Frisco, Collin County, Texas, and being part of that tract of land described in deed to Brinkmann Ranches of Collin County, L.P. (hereinafter referred to as "Brinkmann tract"), as recorded in Document Number 2005-0176474 of the Official Public Records of Real Property of Collin County, Texas (O.P.R.R.P.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with illegible cap at the intersection of the south right-of-way line of Eldorado Parkway (a variable width right-of-way) with the east right-of-way line of Coit Road (a variable width right-of-way) for an interior corner of that tract of land described as Right–of-Way Acquisition (hereinafter referred to as "Right–of-Way Acquisition tract") in deed to the City of Frisco, Texas, as recorded in Document Number 2005-0010524, O.P.R.R.P.C.C.T;

THENCE North 89 degrees 55 minutes 03 seconds East, with the south right-of-way line of said Eldorado Parkway, a distance of 175.07 feet to a 1/2-inch found iron rod with illegible cap for corner;

THENCE North 86 degrees 15 minutes 02 seconds East, continuing with the south right-of-way line of said Eldorado Parkway, a distance of 150.16 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with yellow cap") for corner;

THENCE North 89 degrees 59 minutes 15 seconds East, continuing with the south right-of-way line of said Eldorado Parkway, a distance of 348.72 feet to a 1/2-inch set iron rod with yellow cap for the point of curvature of a non-tangent circular curve to the left having a radius of 1,400.00 feet, whose chord bears South 86 degrees 44 minutes 01 second West, a distance of 100.29 feet;

THENCE departing the south right-of-way line of said Eldorado Parkway and over and across said Brinkmann tract, through the following courses and distances:

Westerly, with said curve, through a central angle of 04 degrees 06 minutes 20 seconds, an arc distance of 100.32 feet to a 1/2-inch set iron rod with yellow cap for the point of reverse curvature of a tangent circular curve to the right having a radius of 1,520.00 feet, whose chord bears South 86 degrees 55 minutes 10 seconds West, a distance of 118.74 feet;

Westerly, with said curve, through a central angle of 04 degrees 28 minutes 38 seconds, an arc distance of 118.77 feet to a 1/2-inch set iron rod with yellow cap for the point of tangency;

South 89 degrees 09 minutes 29 seconds West, a distance of 444.76 feet to a 1/2-inch set iron rod with yellow cap for corner;

FIELD NOTES DESCRIBING A
6,406 SQUARE FOOT (0.1471 ACRE)
RIGHT-OF-WAY DEDICATION (ROW-1-2)
SITUATED IN THE
JOHN W. COX SURVEY, ABSTRACT NO. 160
CITY OF FRISCO, COLLIN COUNTY, TEXAS

South 44 degrees 23 minutes 48 seconds West, a distance of 49.84 feet to a point (not monumented) for corner on the east right-of-way line of said Coit Road;

THENCE North 00 degrees 26 minutes 16 seconds West, with the east right-of-way line of said Coit Road, a distance of 19.06 feet to a 1/2-inch set iron rod with yellow cap for an interior corner of said Right–of-Way Acquisition tract;

THENCE North 44 degrees 44 minutes 20 seconds East, continuing with the east right-of-way line of said Coit Road, a distance of 35.24 feet to the POINT OF BEGINNING AND CONTAINING 6,406 square feet (0.1471 of an acre) of land, more or less.

The basis of bearing is the Texas Coordinate System of 1983, North Central Zone (4202) and being North 87 degrees 07 minutes 10 seconds East as defined by the line between City of Frisco Monument Number 1 and Monument Number 15. The calculated convergence angle at City of Frisco Monument Number 1 is 00 degrees 54 minutes 47 seconds. All distances shown hereon are surface distances based on the City of Frisco published Combined Averaged Scale Factor of 0.999841847 or a Surface Factor of 1.000158178.

Heath W. Brown 02-12-2012
Heath W. Brown Date
Registered Professional Land Surveyor
Texas Registration Number 6189



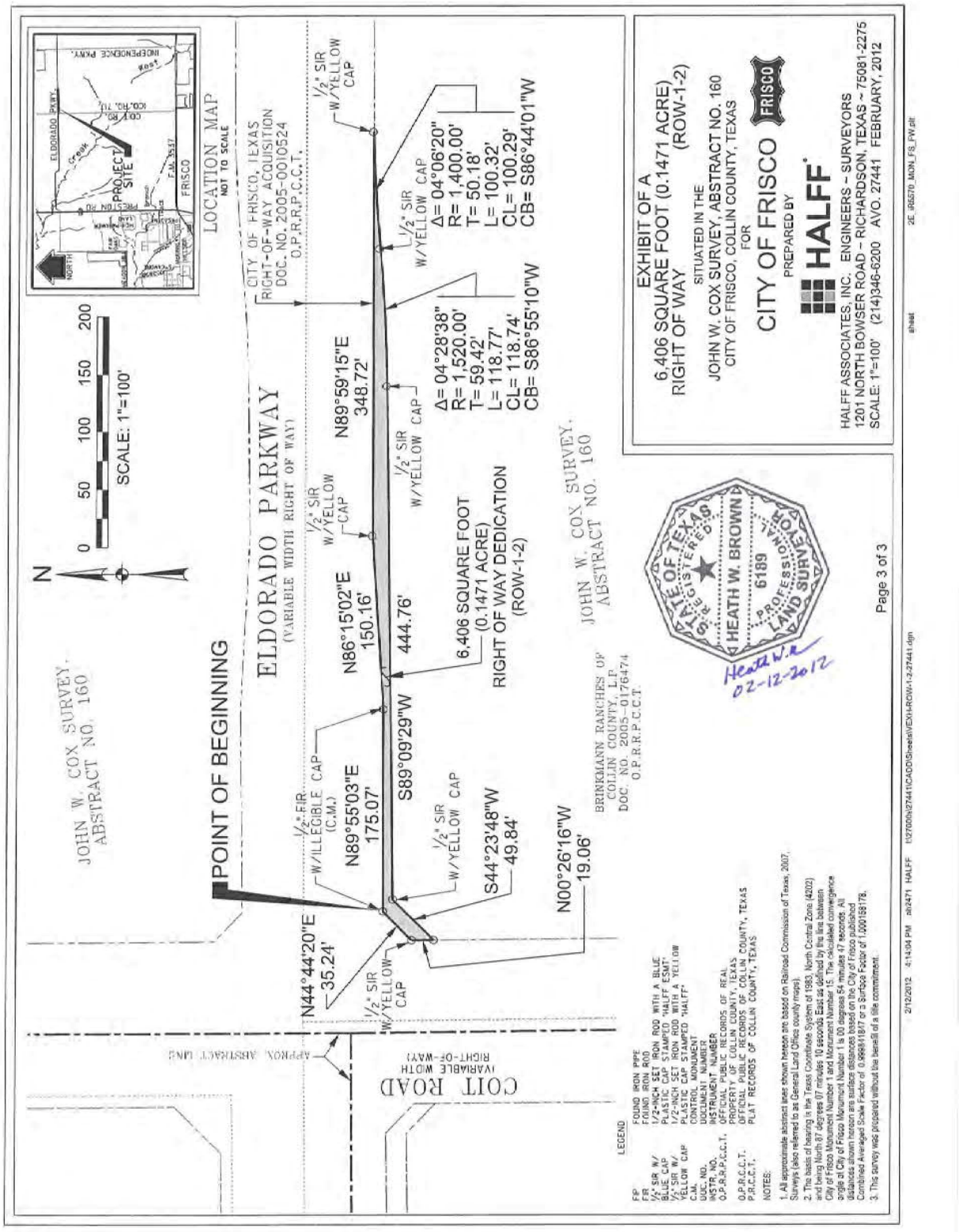

LOCATION MAP
NOT TO SCALE
PROJECT SITE
FRISCO
INDEPENDENCE PKWY.
ELDORADO PARKWAY
PRESTON RD.
COIT RD.
Creek
FM 3537
NORTH
SCALE: 1"=100'
0 50 100 150 200
N
POINT OF BEGINNING
ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT OF WAY)
CITY OF FRISCO, TEXAS
RIGHT-OF-WAY ACQUISITION
DOC. NO. 2005-0001524
O.P.R.R.P.C.C.T.
JOHN W. COX SURVEY
ABSTRACT NO. 160
BRINKMANN RANCHES OF
COLLIN COUNTY, LP
DOC. NO. 2005-0176474
O.P.R.R.P.C.C.T.
N44°44'20"E
35.24'
1/2" SIR W/YELLOW CAP
1/2" FIR W/ILLEGIBLE CAP (C.M.)
N89°55'03"E
175.07'
N86°15'02"E
150.16'
1/2" SIR W/YELLOW CAP
S89°09'29"W
444.76'
1/2" SIR W/YELLOW CAP
S44°23'48"W
49.84'
N00°26'16"W
19.06'
1/2" SIR W/YELLOW CAP
N89°59'15"E
348.72'
1/2" SIR W/YELLOW CAP
1/2" SIR W/YELLOW CAP
Δ= 04°28'38"
R= 1,520.00'
T= 59.42'
L= 118.77'
CL= 118.74'
CB= S86°55'10"W
Δ= 04°06'20"
R= 1,400.00'
T= 50.18'
L= 100.32'
CL= 100.29'
CB= S86°44'01"W
6.406 SQUARE FOOT
(0.1471 ACRE)
RIGHT OF WAY DEDICATION
(ROW-1-2)
APPROX. ABSTRACT LINE
COIT ROAD
VARIABLE WIDTH
RIGHT-OF-WAY
LEGEND
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
1/2"SIR W/ BLUE CAP 1/2-INCH SET IRON ROD WITH A BLUE PLASTIC CAP STAMPED "HALFF ESMT"
1/2"SIR W/ YELLOW CAP 1/2-INCH SET IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF"
C.M. CONTROL MONUMENT
DOC. NO. DOCUMENT NUMBER
INSTR. NO. INSTRUMENT NUMBER
O.P.R.R.P.C.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY, TEXAS
NOTES:
1. All approximate abstract lines shown hereon are based on Railroad Commission of Texas, 2007, Surveys (also referred to as General Land Office county maps)
2. The basis of bearing is the Texas Coordinate System of 1983, North Central Zone (4202) and is North 87 degrees 07 minutes 10 seconds East as defined by the line between City of Frisco Monument Number 5 and Monument Number 6. The indicated convergence angle at City of Frisco Monument Number 5 is 0°02'08" counter-clockwise. All distances shown hereon are surface distances based on the City of Frisco Project Combined Average Scale Factor of 0.99981807 or a Surface Factor of 1.00018178.
3. This survey was prepared without the benefit of a title commitment.
EXHIBIT OF A
6,406 SQUARE FOOT (0.1471 ACRE)
RIGHT OF WAY
(ROW-1-2)
SITUATED IN THE
JOHN W. COX SURVEY, ABSTRACT NO. 160
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO
FRISCO
PREPARED BY
HALFF
HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
SCALE: 1"=100' (214)346-6200 AVO. 27441 FEBRUARY, 2012
STATE OF TEXAS
REGISTERED
HEATH W. BROWN
6189
PROFESSIONAL
LAND SURVEYOR
Heath W.B
02-12-2012
Page 3 of 3
2/12/2012 4:14:04 PM ah2471 HALFF I:\27xxx\s\27441\CADD\Sheets\EXHR\ROW-1-2-27441.dgn
ahaat
2E_IR6570_MON_FS_FW.plt

Exhibit A-2

FIELD NOTES DESCRIBING A
20,780 SQUARE FOOT (0.4770 ACRE)
RIGHT-OF-WAY DEDICATION (ROW-11-1)
SITUATED IN THE
HORACE R. PENNELL SURVEY, ABSTRACT NO. 723
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a 20,780 square foot (0.4770 acre) tract of land situated in the Horace R. Pennell Survey, Abstract No. 723, City of Frisco, Collin County, Texas, and being part of that tract of land described in deed to J. Baxter Brinkmann (hereinafter referred to as "Baxter tract"), as recorded in Document Number 92-0060829 of the Official Public Records of Real Property of Collin County, Texas (O.P.R.R.P.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with a red cap stamped "HAT" at the intersection of the south right-of-way line of Eldorado Parkway (a variable width right-of-way) with the west right-of-way line of Coit Road (a variable width right-of-way) for an interior corner of that tract of land described as Right–of-Way Acquisition (hereinafter referred to as "Right–of-Way Acquisition tract") in deed to the City of Frisco, Texas, as recorded in Document Number 2005-0010525, O.P.R.R.P.C.C.T;

THENCE South 45 degrees 36 minutes 54 seconds East, with the west right-of-way line of said Coit Road, a distance of 35.15 feet to a bent 1/2-inch found iron rod for an interior corner of said Right–of-Way Acquisition tract;

THENCE South 00 degrees 24 minutes 39 seconds East, continuing with the west right-of-way line of said Coit Road, a distance of 17.88 feet to a 3/4-inch found iron rod for the most easterly northeast corner of that tract of line described in deed to Brinkmann Ranches of Collin County, L.P. (hereinafter referred to as "Brinkmann tract"), as recorded in Document Number 2005-0176473, O.P.R.R.P.C.C.T.;

THENCE departing the west right-of-way line of said Coit Road and with the north line of said Brinkmann tract, through the following courses and distances:

North 45 degrees 50 minutes 22 seconds West, a distance of 35.31 feet to a 3/4-inch found iron rod for corner;

South 89 degrees 10 minutes 33 seconds West, a distance of 175.39 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with yellow cap") for corner;

North 87 degrees 00 minutes 36 seconds West, a distance of 150.33 feet to a 1/2-inch set iron rod with yellow cap for corner;

South 89 degrees 10 minutes 33 seconds West, a distance of 595.59 feet to a 1/2-inch set iron rod with yellow cap for the point of curvature of a tangent circular curve to the right having a radius of 1,566.00 feet, whose chord bears North 89 degrees 28 minutes 21 seconds West, a distance of 73.87 feet;

Westerly, with said curve, through a central angle of 02 degrees 42 minutes 11 seconds, an arc distance of 73.88 feet to a 1/2-inch set iron rod with yellow cap for corner;

FIELD NOTES DESCRIBING A
20,780 SQUARE FOOT (0.4770 ACRE)
RIGHT-OF-WAY DEDICATION (ROW-11-1)
SITUATED IN THE
HORACE R. PENNELL SURVEY, ABSTRACT NO. 723
CITY OF FRISCO, COLLIN COUNTY, TEXAS

North 88 degrees 07 minutes 16 seconds West, a distance of 304.50 feet to a 3/4-inch found iron rod for the point of curvature of a non-tangent circular curve to the left having a radius of 1,440.00 feet, whose chord bears North 89 degrees 33 minutes 30 seconds West, a distance of 67.81 feet;

Westerly, with said curve, through a central angle of 02 degrees 41 minutes 54 seconds, an arc distance of 67.82 feet to a 1/2-inch found iron rod with cap for corner on the north line of said Brinkmann tract and the south right-of-way line of said Eldorado Parkway;

THENCE North 89 degrees 09 minutes 54 seconds East, departing the north line of said Brinkmann tract and with the south right-of-way line said Eldorado Parkway, a distance of 1,042.13 feet to a 1/2-inch found iron rod for corner;

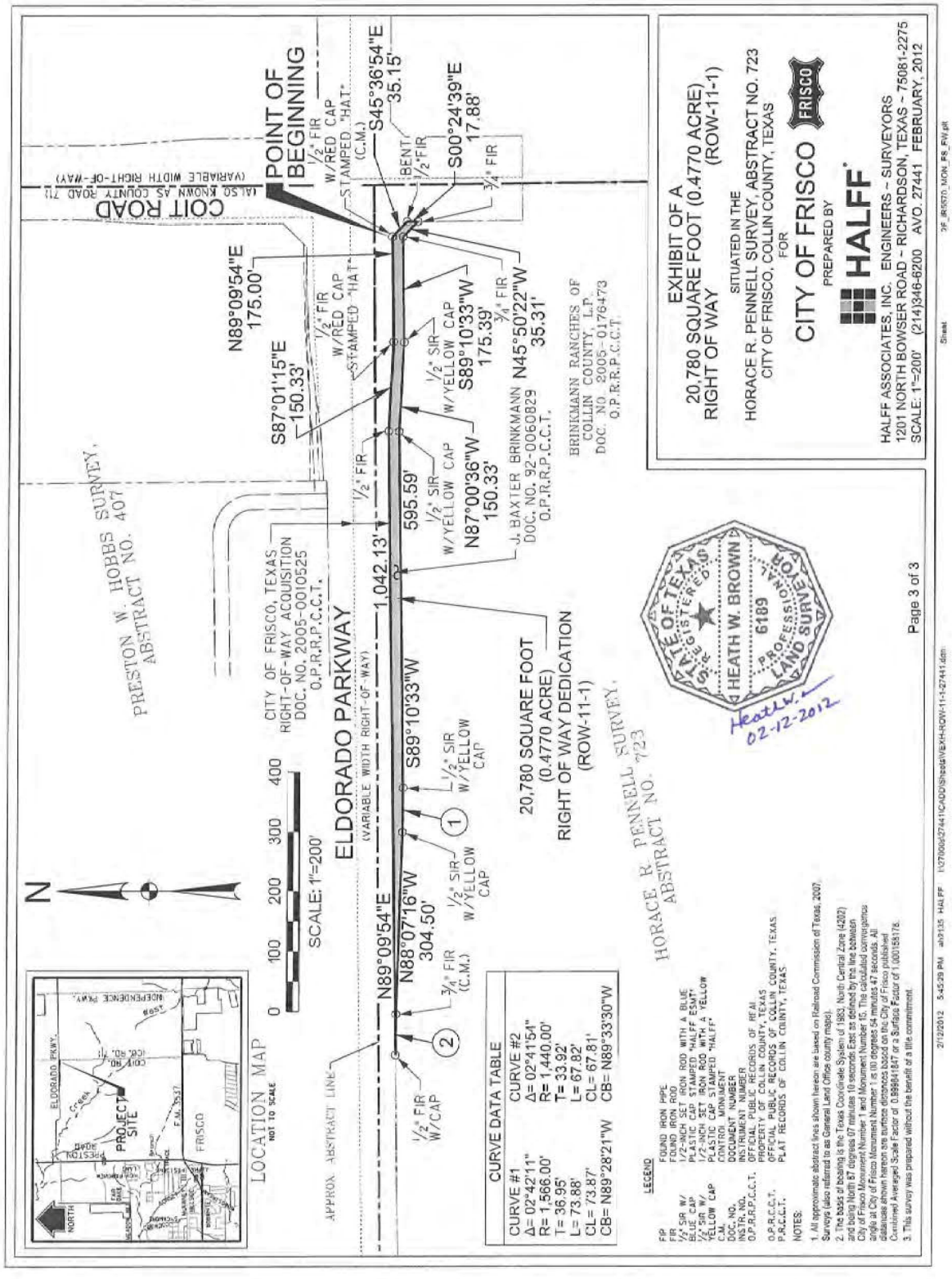
THENCE South 87 degrees 01 minute 15 seconds East, continuing with the south right-of-way line of said Eldorado Parkway, a distance of 150.33 feet to a 1/2-inch found iron rod with a red cap stamped "HAT" for corner;

THENCE North 89 degrees 09 minutes 54 seconds East, continuing along the south right-of-way line of said Eldorado Parkway, a distance of 175.00 feet to the POINT OF BEGINNING AND CONTAINING 20,780 square feet (0.4770 of an acre) of land, more or less.

The basis of bearing is the Texas Coordinate System of 1983, North Central Zone (4202) and being North 87 degrees 07 minutes 10 seconds East as defined by the line between City of Frisco Monument Number 1 and Monument Number 15. The calculated convergence angle at City of Frisco Monument Number 1 is 00 degrees 54 minutes 47 seconds. All distances shown hereon are surface distances based on the City of Frisco published Combined Averaged Scale Factor of 0.999841847 or a Surface Factor of 1.000158178.

Heath W. B 02-12-2012
Heath W. Brown Date
Registered Professional Land Surveyor
Texas Registration Number 6189




EXHIBIT OF A
20,780 SQUARE FOOT (0.4770 ACRE)
RIGHT OF WAY
(ROW-11-1)
SITUATED IN THE
HORACE R. PENNELL SURVEY, ABSTRACT NO. 723
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO
PREPARED BY
HALFF
HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
SCALE: 1"=200' (214)346-6200 AVO. 27441 FEBRUARY, 2012
LOCATION MAP
NOT TO SCALE
PROJECT SITE
FRISCO
ELDORADO PKWY.
COIT RD.
PRESTON ROAD
INDEPENDENCE PKWY.
NORTH
SCALE: 1"=200'
0 100 200 300 400
N
ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)
COIT ROAD
(ALSO KNOWN AS COUNTY ROAD 71)
(VARIABLE WIDTH RIGHT-OF-WAY)
POINT OF BEGINNING
1/2" FIR W/RED CAP STAMPED "HAT"
S45°36'54"E
35.15'
BENT 1/2" FIR
S00°24'39"E
17.88'
3/4" FIR
N89°09'54"E
175.00'
S87°01'15"E
150.33'
1/2" FIR W/RED CAP STAMPED "HAT"
1/2" FIR
1,042.13'
595.59'
1/2" SIR W/YELLOW CAP
N87°00'36"W
150.33'
S89°10'33"W
175.39'
3/4" FIR
N45°50'22"W
35.31'
J. BAXTER BRINKMANN DOC. NO. 92-0060829 O.P.R.R.P.C.C.T.
BRINKMANN RANCHES OF COLLIN COUNTY, L.P. DOC. NO. 2005-0176473 O.P.R.R.P.C.C.T.
CITY OF FRISCO, TEXAS RIGHT-OF-WAY ACQUISITION DOC. NO. 2005-0010525 O.P.R.R.P.C.C.T.
PRESTON W. HOBBS SURVEY, ABSTRACT NO. 407
APPROX. ABSTRACT LINE
N89°09'54"E
N88°07'16"W
304.50'
S89°10'33"W
1/2" SIR W/YELLOW CAP
1/2" FIR W/CAP
3/4" FIR (C.M.)
20,780 SQUARE FOOT (0.4770 ACRE) RIGHT OF WAY DEDICATION (ROW-11-1)
HORACE R. PENNELL SURVEY, ABSTRACT NO. 723
CURVE DATA TABLE
CURVE #1
Δ= 02°42'11"
R= 1,566.00'
T= 36.95'
L= 73.88'
CL= 73.87'
CB= N89°28'21"W
CURVE #2
Δ= 02°41'51"
R= 1,440.00'
T= 33.92'
L= 67.82'
CL= 67.81'
CB= N89°33'30"W
LEGEND
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
1/2" SIR W/ BLUE CAP 1/2-INCH SET IRON ROD WITH A BLUE PLASTIC CAP STAMPED "HALFF ESMT"
1/2" SIR W/ YELLOW CAP 1/2-INCH SET IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF"
CM CONTROL MONUMENT
DOC. NO. DOCUMENT NUMBER
INSTR. NO. INSTRUMENT NUMBER
O.P.R.R.P.C.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY, TEXAS.
NOTES:
1. All approximate abstract lines shown hereon are based on Railroad Commission of Texas, 2007, Surveys (also referred to as General Land Office county maps).
2. The basis of bearing is the Texas Coordinate System of 1983, North Central Zone (4202) and being North 87 degrees 07 minutes 10 seconds East as defined by the line between City of Frisco Monument Number 1 and Monument Number 15. This calculated convergence angle at City of Frisco Monument Number 1 is 00 degrees 54 minutes 47 seconds. All distances shown hereon are surface distances based on the City of Frisco published Combined Average Scale Factor of 0.999941847 or a Surface Factor of 1.000058178.
3. This survey was prepared without the benefit of a title commitment.
STATE OF TEXAS
REGISTERED
HEATH W. BROWN
6189
PROFESSIONAL
LAND SURVEYOR
Heath W. Brown
02-12-2012
Page 3 of 3
Sheet
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21/2/2012 5:45:59 PM ahb135 HALFF I:\27000s\27441\CADD\Shapes\EXH-ROW-11-1-27441.dgn

AGENDA ITEM #50.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**

From: **Jenny Page, City Secretary**

Date: **7/26/2012**

Agenda Caption: Discussion on Polling Locations and other possible concerns for the November 6, 2012 City of Frisco Special Local Option Election. (CSO/JP)

Action Requested: Council discussion and direction on Polling Locations and other concerns for the November 6, 2012 Special Local Option Election.

Background Information: For the past few years, Frisco Lakes and Heritage Lakes have been used by the City of Frisco and Denton County as a polling location for early voting. Denton County is in agreement to move both Early Voting and Election Day to the newly opened Fire Station 7 and eliminate Frisco Lakes and possibly Heritage Lakes.

If locations are changed for the November election, an amendment will need to be made to the Resolution calling the election which was approved on March 6, 2012. The amendment must occur at the August 6, 2012 regular council meeting.

Staff would welcome discussion any other election concerns.

More information will be provided before the meeting by email as this information has just been confirmed by Denton County minutes before the agenda posting deadline.

Alternatives: Keep the same locations

Staff Recommendation: Public facilities have proven to be a better option than private communities. Staff recommends exploring moving to Fire Station 7.