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, JANUARY 15, 2013

AGENDA

CALL TO ORDER

1. ROLL CALL

CLOSED SESSION

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

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

      i. Receive legal advice regarding possible participation in an economic development project involving land owned by the Frisco Community Development Corporation, Rudman, Slater and Univest.

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

      i. Bordered by Eldorado Parkway on the north, FM 423 on the west,

Preston Road on the east and SH121 on the south.

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

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

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

REPORTS

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

5. Financial Services Monthly Report for December 2012

6. Fire Department Monthly Report on Incident Response and Educational Activities, December 2012.

7. Development Services Activities Monthly Update December 2012

8. CVB December report on media, bookings, economic impact and industry statistics.

9. Police Department's crime statistics and response times for the month of December 2012.

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

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

CONSENT AGENDA

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

11. Consider and act upon approval of minutes from the January 9, 2013 Council meeting. (CSO/JP)

12. Consider and Act Upon Authorizing the City Manager to Execute an Agreement between the City and the Frisco Association for the Arts (Financial Services/AC)

13. Review, Approve and Adopt the City of Frisco Investment Policy and Strategies. (Financial Services/AC)

14. Consider and act upon award of bid to LH Lacy Construction and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Coit Road (Main Street to Eldorado Parkway) (Bid No. 1311-011) and authorizing construction phase contingencies. (Engineering/JB)

15. Consider and act upon award of bid to Highway Intelligent Traffic Systems Corp., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Eldorado Parkway at Dallas Parkway Traffic Signal and Turn Lane Construction Project (Bid # 1311-014). (Engineering/SL)

16. Consider and act upon award of bid to Roadway Solutions, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Installation of Traffic Signals on Eldorado Parkway at Lenox Lane and Fire Station #6 Driveway. (Bid No. 1311-022) (Engineering/SL)

17. Consider and act upon adoption of a Resolution authorizing the City Manager to execute Amendment Number Two to the Professional Services Agreement by and between the City of Frisco and Kimley-Horn and Associates, Inc., for Professional Services for Legacy Elevated Water Storage Tank. (Engineering/AH)

18. Consider and Act Upon approval of a Resolution authorizing the City Manager or his designee to execute a Real Estate Contract for ROW Purchase from Connell Development Co. (Engineering/KS)

19. Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Freese and Nichols, Inc. for professional design services for Rolater Road Median Project. (Parks/JED)

20. Consider and act upon approval of purchase orders with Core Construction Services of Texas Inc., for the purchase of materials and labor for the renovations to the playground at Frisco Commons. (Parks/DR)

21. Consider and act upon award of bid 1208-072, OEM Scott air-pak, self contained breathing apparatus to Hoyt Breathing Air Products. (Fire/TJ)

22. Consider and act upon approval of purchase order to Flair Data Systems for the purchase of yearly maintenance of the City's Cisco networking equipment and phone system. (IT/TJ)

23. Consider and act upon approval of purchase orders to Gear Cleaning Solutions, LLC of Dallas, Texas for advanced cleaning, inspection and repair services for Fire personal protective equipment. (Fire/TJ)

24. Consider and act upon award of bid #1311-016, water, sewer and meter parts to HD Supply Waterworks, Fortiline Waterworks and Municipal Water Works. (Public Works/TJ)

25. Consider and Act on a Resolution approving the application of a grant between the State of Texas, acting by and through the Texas Department of Transportation and the City of Frisco for the 2013-2014 Special Traffic Enforcement Program (STEP) and authorizing the application for the grant by the City Manager or his designee. The grant period is 10/01/2013 to 09/30/2014. (POL/GW)

26. Consider and Act Upon a Resolution Authorizing the City Manager or His Designee to Execute an Extension of the Agreement with Collin County for Lease Space in the George A. Purefoy Municipal Center. (CMO/nl)

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

LEGISLATIVE AGENDA

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

28. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Licensed Child Care Center and a Private School on one lot on 9.8± acres on the north side of Stonebrook Parkway, 855± feet west of Dallas Parkway. Zoned Planned Development-103-Single Family. Neighborhood #22. Case No. SUP12-0020 (Development Services/RC)

29. Consider and act upon adoption of an Ordinance rezoning 1.2± acres on the southwest corner of Wade Boulevard and Esther Way from Industrial to Commercial-2. Neighborhood #23. Zoning Case No. Z12-0025. (Development Services/MW)

30. Consider and act upon adoption of an Ordinance amending a Specific Use Permit for a Licensed Child Care Center on one lot on 1.2± acres on the southwest corner of Wade Boulevard and Esther Way. Neighborhood #23. Case No. SUP12-0021. (Development Services/MW)

31. Consider and act upon adoption of an Ordinance renaming Rockhill Road to Rockhill Parkway from Doe Creek Road to FM 423 and from Preston Road to Coit Road. STRE12-0001. (Development Services/MW)

32. Consider and act upon adoption of an Ordinance to amend Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial to remove 17.1± acres, located on the southwest corner of Diamond Point Lane and Legacy Drive, and rezone said property to Planned Development-Single Family-7. Neighborhood #41. Case No. Z12-0023. (Development Services/SM)

33. Consider and act upon adoption of an Ordinance amending the Thoroughfare Plan regarding Cotton Gin Road and Diamond Point Lane west of Legacy Drive. Neighborhood #41. Case No. TA12-0001. (Development Services/MW)

REGULAR AGENDA

34. Public Hearing: Zoning Case Z12-0027. A request to rezone 0.4± acre on the southwest corner of Legacy Drive and Punjab Way from Agricultural to Retail and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural with a Specific Use Permit (S-166) for a Child Care Center. Neighborhood #45. (Development Services/RC)

35. Consider and act upon adoption of a Resolution determining a public necessity to acquire certain property for public use by eminent domain for the purpose of, among other things, the construction, access, repair, maintenance and replacement of right-of-way (in fee simple), permanent sanitary sewer and drainage easements, water and slope/grading easements and temporary construction easement and related improvements necessary for the Rockhill Parkway Project (from the Dallas North Tollway to East of SH 289); giving notice of an official determination to acquire property for said right-of-way and easements; authorizing the City Manager to establish procedures for acquiring the right-of-way and easements on said property, offering to acquire the right-of-way and easements voluntarily from the landowner through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date. (Engineering/KS)

36. Consider and act on appointing an individual to serve as the Frisco Representative on the Denton County Transportation Authority (DCTA) Board. (CSO/WW)

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

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

ADJOURN

CERTIFICATION

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

By January 11, 2013 at 5:30 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.

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

Frisco Public Works

MEMORANDUM

To: City Council

From: Gary Hartwell

CC: Henry Hill

Date: January 4, 2013

Re: Monthly Report for December, 2012

We recorded about 2.5 inches of rainfall in December for a total of 30.6 inches for the year as compared to 26.9 inches last year. We used 610.7 million gallons of water for the month. Our average usage for December was 19.7 million gallons per day (mgd) or about 153 gallons per person per day (gpcd). Our daily water usage ranged from a minimum of 11.3 mgd (87 gpcd) on December 25 to a maximum of 27.5 mgd (213 gpcd) on December 6. For the calendar year of 2012, we purchased about 10.095 billion gallons and averaged 217 gpcd as compared to 2011; we purchased 10.111 billion gallons or 227 gpcd. With water usage about the same, our increased population resulted in less usage per person.

The 100 TCEQ required bacteriological samples for December all tested negative for any contamination. All 330 of our chlorine samples were within the normal limits for water quality.

We installed 142 water meters in December and we televised 155 private service lines for new homes.

Our licensed irrigators performed 94 free irrigation check-ups in December, of which 46 were for violations; one for new registrations; 18 for high water bill checks; and 29 were just for the free check-up. We now have 4,421 water customers signed up to receive the e-mail for weekly watering advice. We have completed 8,826 check-ups since this program began in 2006.

We inspected 212 fire hydrants and 175 manholes for proper operation. We repaired 10 sidewalks and installed/replaced 141 traffic signs in December. With our contract street sweeping service, we had 658 miles of Frisco streets swept in December.

With the NTMWD reporting data delayed by one month, we collected about 2,850 residential tons and about 3,030 tons of commercial solid waste in November. Curbside recycling was about 1,130 tons in November.

The Zebra Mussel Barrier Act of 2012 was passed by Congress and signed by the President. Once the pipeline is completed in late 2013, the NTMWD will be allowed to pump water from Lake Texoma directly into the water treatment plant on Lake Lavon.

Public Works Monthly Report To Council

	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Monthly Rainfall (Inches)	4.7	7.1	1.7	5.5	2.4	3.6	2.3	1.2	1.6	1.4	1.2	0.1	2.5
Productivity													
Street - Sidewalk Hazards Repaired/Month	7	7	13	15	13	8	11	16	14	12	12	13	10
Traffic - Signs Installed Per Week	16	25	37	23	25	33	23	34	69	26	22	36	37
Water - Fire Hydrants Inspected Per Day	22	10	6	17	40	51	48	30	87	67	21	13	11
Sewer - Manholes Inspected Per Month	222	230	377	108	54	144	69	103	138	206	175	166	175
Meter - Meters Installed Per Day	4	4	5	6	5	8	7	7	7	8	7	10	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	91	47	79	247	278	339	320	314	311	229	262	153	94
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	447.3	451.5	418.1	499.8	604.1	925.6	978.3	1,301.3	1,346.1	1,206.1	925.1	828.3	610.7
Gallons Per Person Per Day	116.9	117.7	116.3	129.8	159.4	235.9	257.0	330.5	341.0	314.6	232.6	214.3	152.4
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	83	86	110	126	104	166	138	152	160	153	170	192	142
Construction Fire Hydrant Meters Rented	89	88	99	98	107	109	113	117	118	121	114	120	115
ROW Inspections													
Right of Way Permits Issued	200	283	243	216	268	257	218	248	275	283	318	282	219
Private Sewer Service Lines Televised	93	95	97	112	140	142	150	163	160	144	188	174	155
Environmental Services Division													
Residential Tonnage	2,652.1	2,720.5	2,285.7	2,880.6	2,699.8	2,654.4	2,725.4	2,664.0	2,739.9	2,337.5	2,598.9	2,846.5	Delayed
Residential Citizen Use	389.4	313.3	234.6	346.1	291.4	342.4	374.4	318.6	320.6	302.9	272.0	283.7	Delayed
Commercial Tonnage	3,040.2	3,099.9	2,810.3	3,190.5	3,157.3	3,410.9	3,224.4	3,098.7	3,232.7	2,831.4	3,224.1	3,031.8	Delayed
Curbside Recycling Tonnage	1,186.2	1,222.4	946.8	1,143.4	1,138.4	1,154.1	1,163.9	994.0	1,065.5	942.3	1,039.1	1,125.4	Delayed
Compost (Yardwaste) Tonnage	126.5	146.0	110.1	422.7	358.8	238.6	224.2	178.3	137.9	139.1	163.9	154.0	Delayed
Landfill Tonnage	558.4	844.8	1,052.8	1,161.2	1,101.3	1,058.1	1,534.4	1,418.6	2,056.3	1,085.4	1,153.9	629.8	Delayed
*Cardboard (New Move-Ins) Tons	6.1	2.1	3.8	7.7	2.0	0.8	8.1	5.1	3.9	4.0	3.7	3.6	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	30.6		
Productivity													
Street - Avg Sidewalk Hazards Repaired/Month	ND	ND	ND	ND	ND	33	18	27	16	7	12		
Traffic - Avg Signs Installed Per Week	ND	ND	ND	ND	ND	13	16	28	37	37	33		
Water - Avg Fire Hydrants Inspected Per Day	ND	ND	ND	ND	ND	55	41	41	41	32	33		
Sewer - Avg Manholes Inspected Per Month	ND	ND	ND	ND	ND	196	243	183	212	186	162		
Meter - Avg Meters Installed Per Day	ND	ND	ND	ND	ND	9	6	4	5	6	7		
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	7,896.0		
Free Irrigation Check-ups	ND	ND	ND	ND	660	515	933	1,260	1,193	1,592	2,673		
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	10,095.0		
Average Gallons Per Person Per Day	267.0	292.4	230.6	287.9	249.3	196.1	233.8	201.1	205.0	228.0	216.8		
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	1,699		
Construction Fire Hydrant Meters Rented	130	161	162	178	1,198	1,826	1,963	1,395	928	1,077	1,319		
ROW Inspections													
Right of Way Permits Issued	832	505	724	1,694	1,220	1,176	1,127	695	680	1,183	3,110		
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	1,720		
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	29,153.2		
Residential Citizen Use	1,123.5	2,035.7	2,188.0	2,197.1	2,265.0	2,214.7	2,609.1	2,356.3	3,044.9	3,653.8	3,400.0		
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	34,312.0		
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	11,935.3		
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	2,273.5		
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	13,096.6		
*Cardboard (New Move-Ins) Tons	ND	ND	18.8	87.0	108.5	141.2	186.7	47.9	37.4	42.5	44.9		

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

COUNCIL STRATEGIC FOCUS	Performance measures			
Sustainable city				% Change
	Residential Services	**2012**	**2011**	
	# of households	38,131	36,908	3.31%
	Tonnage - trash	2,846.45	2,622.89	8.52%
	Tonnage -recycling	1,125.41	1,073.07	4.88%
	Lbs per household recycling	59.03	58.15	1.51%
	Lbs per household trash	149	142	5.04%
	Diversion Rate (r vs t)	28.33%	29.03%	-2.41%
	Commercial Services			
	Tonnage - trash	3,031.79	2,887.76	4.99%
	# Dumpster Accounts	766	743	3.10%
	# Compactor Accounts	76	72	5.56%
	# Commercial carts	277	154	79.87%
	# of roll offs	12	13	-7.69%
	Lbs per cu yd (D)	86.55	74	17%
	Lbs per cubic yard (CO)	332	292	14%
	Construction Waste Services			
	# Accounts (Champion)	69	63	9.52%
	C & D Landfill Tonnage	432	694.72	-37.82%
	# of hauls per month (Champion)	47	150	-68.67%
	# of hauls per month (IESI)	26	22	18.18%
Public Health and Safety				
	# of participants hhw	374	267	40.07%
Infrastructure	Roadside litter pick up (hours cleaned)	0	11	-100.00%
Civic Involvement				
	# of educational presentations	17	16	6%
	# of citizens reached	64730	65290	-1%
	# of streets adopted	56	59	-5%
	# of volunteer hours	237	351	-32%
	Cost savings to City	$4,799.25	$7,107.75	-32%
	# of participants chunk your junk/quarterly	875	740	18%
Excellence in City Government				
Call center work orders	Misc	1252	1062	18%
	# of deliveries newcomer packets	294	328	-10%
	# of deliveries - carts	138	106	30%
	Total	1684	1496	13%
Long Term Financial Health				
	Used Cardboard Sales	$209.71	$124.70	68.17%

AGENDA ITEM #5.

CITY OF FRISCO TEXAS

PROGRESS IN MOTION

MONTHLY FINANCIAL REPORTS

FOR THE MONTH OF

December 2012

PRESENTED TO COUNCIL January 15, 2013

FRISCO

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: **January 10, 2013**

Re: **Monthly Report for December 2012**

Financial Report Summary:

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

Comparative Data: The General Fund revenues collected of $28,935,711 represent 32% of the budget. Total expenditures are 19% of the budget at $17,605,393.

The Utility Fund revenues collected of $15,060,917 are 26% of the budget. Expenses total $10,593,430. The total percentage of expenses to budget is 18% for FY 2013 compared to 20% for FY 2012.

Stormwater Utility Fee Operating Fund revenues total $352,330 or 25% of the budget year to date with expenses of $224,323.

The Environmental Services Fund revenue collections of $2,595,179 are 24% of the budget, while spending levels reflect 20% of the budget expended for FY 2013.

The Hotel Motel Fund revenues are $623,999 or 17% of the budget. Expenditures are $359,022 or 10% of the budget.

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

Finance Division:

Volume indicators:

	December 2012	YTD 2013	December 2011	YTD 2012	YTD % Change
AP checks issued	1,096	5,056	1,364	3,704	36.50%
Payroll checks/vouchers issued	2,003	6,748	2,739	6,555	2.94%

Investment Report Summary as of 12/31/2012

Texpool Investment Pool	$ 91,909,319
TexStar Investment Pool	94,816,114
Wells Fargo Choice IV Account	9,860,368
Investments	80,945,000
Certificates of Deposit	1,000,882
Total City Portfolio	$278,531,683
Texpool Yield	0.1506%
TexStar Yield	0.1647%
Wells Fargo Yield	0.2900%
Certificate of Deposit Yield	0.3500%
Investment Portfolio Yield	0.3270%

Revenue Collections Division:

The monthly Property Tax Collection Report prepared by the County Tax Collector/Assessor was not available in time for this report, but I will provide to you in our next report.

Utility Billing activity for the month:

	December 2012	December 2011	YTD % Change
Active Customers/accounts	42,843	41,060	4.3%
# new meter sets	145	117	23.9%
# new customers	217	155	40.0%
# disconnects/month	188	169	11.2%
# move in/out readings	320	256	25.0%
# of on-line payments	3,294	5,045	-34.7%
On-line payments	$445,595	$555,636	-19.8%
# of Metavante payments	1,742	N/A	N/A
# of Checkfree payments	8,264	N/A	N/A
*% customers paying on-line	8%	12%	N/A
**% payments made on-line	8%	12%	N/A
***%customers paying thru bill pay	23%	N/A	N/A
# of bank draft payments	4,551	4,129	10.2%
Bank draft payments	$525,695	$440,308	19.4%
* Total payments processed were 39,402 and 3,294 were online payments. ** Total payments received were $5,367,926 and $445,595 were online payments. ***Total payments processed were 10,006 excluding Remit mail payments.			

Supporting Documents:

Budget Summary – December 2012
Sales Tax Revenue Report
Sales Tax Comparison Report – Top 20 Cities
Municipal Court – Monthly Statistics
Affordable Housing Division – Quarterly Report
First Southwest Asset Management Report
Permits – Building Inspections December 2012

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

Staff providing information for this report:

Jennifer Hundt, Assistant Finance Director, 972-292-5511, jhundt@friscotexas.gov
Danny Collier, Assistant Finance Director, 972-292-5512, dcollier@friscotexas.gov
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Budget Summary for December
Fiscal Year 2013
(Compare to 25%)

	Original FY13 Budget	Revised FY13 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	Unaudited FY 12 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 12/13
Gen Fund Rev												
Property Tax	38,596,256	38,596,256	14,653,885	38%	17,860,764	46%	36,576,570	16,020,193	44%	19,063,031	52%	-6%
Sales Tax	25,410,000	25,410,000	2,154,256	8%	6,498,653	26%	24,489,084	1,698,596	7%	5,661,970	23%	15%
Beverage Tax	418,200	418,200	0	0%	0	0%	412,671	0	0%	0	0%	0%
Franchise Tax	8,279,250	8,279,250	4,228	0%	4,228	0%	7,778,592	65,805	1%	65,805	1%	-94%
Development Fees	5,451,800	5,451,800	629,062	12%	1,816,910	33%	5,752,106	288,855	5%	1,043,042	18%	74%
Fire & Amb Fees	1,735,000	1,735,000	147,244	8%	462,713	27%	1,670,957	110,756	7%	399,479	24%	16%
Misc Fees/Charges	1,230,236	1,230,236	142,138	12%	350,074	28%	1,355,630	84,005	6%	298,356	22%	17%
Court Fines	2,256,450	2,256,450	168,177	7%	453,706	20%	2,366,580	139,727	6%	413,164	17%	10%
Parks & Recreation	4,602,775	4,602,775	230,417	5%	1,121,530	24%	4,474,080	194,770	4%	1,054,530	24%	6%
Library	46,947	46,947	7,229	15%	32,790	70%	203,232	4,947	2%	21,922	11%	50%
Police Fees	1,157,300	1,157,300	34,080	3%	307,684	27%	1,303,338	30,739	2%	296,624	23%	4%
Interest	150,000	150,000	6,620	4%	20,721	14%	121,427	7,583	6%	23,110	19%	-10%
Non-departmental	950,506	950,506	2,410	0%	5,938	1%	861,551	-1,290	0%	3,744	0%	59%
Total	90,284,720	90,284,720	18,179,746	20%	28,935,711	32%	87,365,818	18,644,686	21%	28,344,777	32%	2%

Gen Fund Exp												
Administration	3,855,622	3,957,977	334,595	8%	844,890	21%	4,320,970	256,070	6%	650,232	15%	30%
Financial Services	5,395,633	5,460,333	368,920	7%	1,099,002	20%	5,236,768	462,873	9%	1,161,020	22%	-5%
Police	22,283,417	22,292,262	1,500,069	7%	4,517,555	20%	20,157,070	1,446,452	7%	4,203,217	21%	7%
Fire	22,312,016	22,319,054	1,534,837	7%	4,222,548	19%	19,596,877	1,320,542	7%	3,684,437	19%	15%
Public Works	5,783,386	5,783,386	327,892	6%	790,437	14%	4,685,984	414,510	9%	918,211	20%	-14%
Human Resources	1,063,377	1,063,377	57,126	5%	217,223	20%	951,082	64,676	7%	156,098	16%	39%
Administrative Serv	5,088,505	5,122,133	368,759	7%	1,370,980	27%	4,611,232	365,270	8%	1,307,564	28%	5%
Library	3,659,710	3,690,285	264,858	7%	726,124	20%	3,441,672	249,044	7%	669,958	19%	8%
IT Serv	1,964,256	2,018,262	97,185	5%	316,211	16%	1,740,091	117,050	7%	275,222	16%	15%
Parks & Recreation	11,012,236	11,015,951	746,484	7%	2,068,141	19%	9,832,058	747,813	8%	1,964,095	20%	5%
Engineering Serv	2,170,349	2,349,698	167,724	7%	396,775	17%	1,955,903	144,443	7%	338,892	17%	17%
Development Serv	5,318,297	5,318,670	352,728	7%	1,012,817	19%	5,034,707	348,334	7%	1,022,586	20%	-1%
Non-departmental	292,090	309,272	8,831	3%	22,690	7%	(389,336)	16,031	-4%	23,299	-6%	-3%
Total	90,198,894	90,700,660	6,130,008	7%	17,605,393	19%	81,175,078	5,953,108	7%	16,374,831	20%	8%
One Time Transfers	0	0	0	NA	0	NA	1,700,000	0	0%	0	0%	NA
Total	90,198,894	90,700,660	6,130,008	7%	17,605,393	19%	82,875,078	5,953,108	7%	16,374,831	20%	8%
Rev-Exp	85,826	(415,940)	12,049,738		11,330,318		4,490,740	12,691,578		11,969,946		

Budget Summary for December
Fiscal Year 2013
(Compare to 25%)

	Original FY13 Budget	Revised FY13 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	Unaudited FY 12 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 12/13
Utility Rev												
Water	36,689,860	36,689,860	2,782,343	8%	10,055,131	27%	32,623,303	1,916,274	6%	9,134,679	28%	10%
Sewer	17,891,432	17,891,432	1,441,552	8%	4,345,562	24%	17,101,913	1,370,035	8%	4,113,939	24%	6%
Const Inspect Fees	525,700	525,700	214,993	41%	540,096	103%	1,085,903	39,521	4%	431,126	40%	25%
Interest	10,815	10,815	2,036	19%	6,214	57%	15,871	731	5%	2,161	14%	188%
Misc	2,477,036	2,477,036	29,656	1%	113,914	5%	2,662,076	42,367	2%	124,116	5%	-8%
Total	57,594,843	57,594,843	4,470,580	8%	15,060,917	26%	53,489,066	3,368,928	6%	13,806,021	26%	9%
Utility Exp												
Financial Serv - UB	1,033,766	1,064,943	102,252	10%	227,073	21%	1,003,646	75,456	8%	212,306	21%	7%
Public Works	38,049,843	38,050,397	3,104,216	8%	9,568,552	25%	33,544,680	2,631,707	8%	8,858,077	26%	8%
Administrative Serv	87,109	87,109	0	0%	0	0%	0	0	NA	0	NA	NA
IT Serv - GIS	1,464,946	1,464,946	79,799	5%	295,597	20%	1,298,886	85,294	7%	310,040	24%	-5%
Engineering Serv	2,780,051	2,780,596	163,924	6%	502,394	18%	2,418,781	182,071	8%	479,793	21%	5%
Non-departmental	13,965,736	13,965,736	-186	0%	-186	0%	11,464,028	30	0%	30	0%	-720%
Total	57,381,451	57,413,727	3,450,005	6%	10,593,430	18%	49,730,021	2,974,558	6%	9,860,246	20%	7%
Rev-Exp	213,392	181,116	1,020,575		4,467,487		3,759,045	394,370		3,945,775		
Utility Stormwater												
Revenue	1,416,949	1,416,949	117,518	8%	352,330	25%	1,383,639	113,621	8%	337,219	24%	4%
Expenses	1,646,585	1,713,585	108,173	6%	224,323	13%	1,388,927	73,796	5%	178,029	13%	26%
Rev-Exp	(229,636)	(296,636)	9,345		128,007		(5,288)	39,825		159,190		
Environmental												
Revenue	10,748,357	10,748,357	858,894	8%	2,595,179	24%	10,389,665	826,062	8%	2,525,131	24%	3%
Expenses	10,723,516	10,723,516	784,065	7%	2,176,994	20%	10,224,762	745,710	7%	2,093,479	20%	4%
Rev-Exp	24,841	24,841	74,829		418,185		164,903	80,352		431,652		
Hotel/Motel												
Revenue	3,653,887	3,653,887	224,784	6%	623,999	17%	3,581,823	213,183	6%	478,599	13%	30%
Expenses	3,542,436	3,602,653	197,437	5%	359,022	10%	3,365,761	116,754	3%	344,484	10%	4%
Rev-Exp	111,451	51,234	27,347		264,977		216,062	96,429		134,115		

Budget Summary for December
Fiscal Year 2013
(Compare to 25%)

	Original FY13 Budget	Revised FY13 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	Unaudited FY 12 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 12/13
Gen Fund Rev												
Property Tax	38,596,256	38,596,256	14,653,885	38%	17,860,764	46%	36,576,570	16,020,193	44%	19,063,031	52%	-6%
Sales Tax	25,410,000	25,410,000	2,154,256	8%	6,498,653	26%	24,489,084	1,698,596	7%	5,661,970	23%	15%
Beverage Tax	418,200	418,200	0	0%	0	0%	412,671	0	0%	0	0%	0%
Franchise Tax	8,279,250	8,279,250	4,228	0%	4,228	0%	7,778,592	65,805	1%	65,805	1%	-94%
Development Fees	5,451,800	5,451,800	629,062	12%	1,816,910	33%	5,752,106	288,855	5%	1,043,042	18%	74%
Fire & Amb Fees	1,735,000	1,735,000	147,244	8%	462,713	27%	1,670,957	110,756	7%	399,479	24%	16%
Misc Fees/Charges	1,230,236	1,230,236	142,138	12%	350,074	28%	1,355,630	84,005	6%	298,356	22%	17%
Court Fines	2,256,450	2,256,450	168,177	7%	453,706	20%	2,366,580	139,727	6%	413,164	17%	10%
Parks & Recreation	4,602,775	4,602,775	230,417	5%	1,121,530	24%	4,474,080	194,770	4%	1,054,530	24%	6%
Library	46,947	46,947	7,229	15%	32,790	70%	203,232	4,947	2%	21,922	11%	50%
Police Fees	1,157,300	1,157,300	34,080	3%	307,684	27%	1,303,338	30,739	2%	296,624	23%	4%
Interest	150,000	150,000	6,620	4%	20,721	14%	121,427	7,583	6%	23,110	19%	-10%
Non-departmental	950,506	950,506	2,410	0%	5,938	1%	861,551	-1,290	0%	3,744	0%	59%
Total	90,284,720	90,284,720	18,179,746	20%	28,935,711	32%	87,365,818	18,644,686	21%	28,344,777	32%	2%
Gen Fund Exp												
Administration	1,675,622	1,777,977	136,158	8%	360,448	20%	1,800,531	92,988	5%	293,776	16%	23%
PIO	744,571	744,571	45,075	6%	126,166	17%	654,409	50,496	8%	127,519	19%	-1%
City Secretary	301,335	301,335	38,072	13%	115,346	38%	294,863	23,244	8%	55,740	19%	107%
Legal	800,000	800,000	95,674	12%	172,876	22%	1,285,712	73,731	6%	128,767	10%	34%
City Council	120,192	120,192	8,704	7%	37,229	31%	79,086	5,413	7%	15,729	20%	137%
Records Mgmt	213,902	213,902	10,912	5%	32,825	15%	206,369	10,198	5%	28,701	14%	14%
Fin-Administration	271,208	271,208	19,472	7%	51,355	19%	245,590	-10,903	-4%	54,065	22%	-5%
Fin-Budget/Housing	358,774	396,774	27,666	7%	77,126	19%	306,440	15,128	5%	44,124	14%	75%
Fin-Finance	1,337,355	1,364,055	90,461	7%	389,511	29%	1,193,669	121,175	10%	394,864	33%	-1%
Fin-Rev Collections	822,732	822,732	106,124	13%	199,365	24%	814,875	174,061	21%	318,872	39%	-37%
Fin-Court	1,654,064	1,654,064	125,197	8%	327,495	20%	1,504,570	112,038	7%	297,721	20%	10%
Fin-Sales Tax Grant	951,500	951,500	0	0%	54,150	6%	1,171,624	51,374	4%	51,374	4%	5%
Pol-Admin	1,159,845	1,158,845	109,843	9%	302,495	26%	1,121,360	80,507	7%	226,971	20%	33%
Pol-Services	9,049,820	9,049,820	571,603	6%	1,910,089	21%	7,871,344	603,026	8%	1,828,954	23%	4%
Pol-Operations	12,073,752	12,083,597	818,623	7%	2,304,971	19%	11,164,366	762,919	7%	2,147,292	19%	7%
Fire-Admin	1,660,542	1,660,584	77,715	5%	224,390	14%	1,025,935	74,736	7%	197,115	19%	14%
Fire-Operations	19,981,718	19,988,714	1,415,871	7%	3,929,255	20%	18,118,988	1,221,831	7%	3,431,973	19%	14%
Fire-EMS	669,756	669,756	41,251	6%	68,903	10%	451,954	23,975	5%	55,349	12%	24%
Public Works-Streets	3,360,905	3,360,905	171,044	5%	482,389	14%	2,592,150	185,435	7%	495,569	19%	-3%
Public Works-Traffic	1,042,481	1,042,481	41,908	4%	110,927	11%	729,800	116,291	16%	195,380	27%	-43%
Public Works-Lighting	1,380,000	1,380,000	114,940	8%	197,121	14%	1,364,034	112,784	8%	227,262	17%	-13%
Human Resources	1,063,377	1,063,377	57,126	5%	217,223	20%	951,082	64,676	7%	156,098	16%	39%
Admin-Purchasing	511,559	511,559	31,900	6%	90,751	18%	426,007	30,973	7%	85,217	20%	6%
Admin -Support Serv	1,939,766	1,939,766	117,751	6%	750,184	39%	1,667,684	121,309	7%	768,083	46%	-2%
Admin-Build Serv	1,960,322	1,993,950	175,082	9%	406,642	20%	1,877,296	162,369	9%	318,891	17%	28%
Admin-Fleet	676,858	676,858	44,026	7%	123,403	18%	640,245	50,619	8%	135,373	21%	-9%
IT Serv	1,964,256	2,018,262	97,185	5%	316,211	16%	1,740,091	117,050	7%	275,222	16%	15%
Library	3,659,710	3,690,285	264,858	7%	726,124	20%	3,441,672	249,044	7%	669,958	19%	8%
Parks-Admin	406,519	406,519	29,688	7%	84,500	21%	411,690	28,986	7%	84,388	20%	0%
Parks	5,242,184	5,244,109	363,569	7%	1,056,693	20%	4,547,402	337,402	7%	984,084	22%	7%
Parks-Recreation	5,034,539	5,035,168	327,540	7%	861,308	17%	4,600,687	358,522	8%	842,382	18%	2%
Parks-CIP Planning	328,994	330,155	25,687	8%	65,640	20%	272,279	22,903	8%	53,241	20%	23%
ES-Administration	160,433	167,433	9,327	6%	33,461	20%	57,286	0	0%	0	0%	0%
ES-Signal Control	1,060,692	1,224,614	101,586	8%	195,874	16%	891,438	79,876	9%	179,924	20%	9%
ES-Transportation	949,224	957,651	56,811	6%	167,440	17%	1,007,179	64,567	6%	158,968	16%	5%
DS-Planning	1,176,663	1,176,741	88,134	7%	247,154	21%	1,188,393	92,165	8%	264,104	22%	-6%
DS-Health	384,220	384,259	22,502	6%	74,998	20%	344,150	24,449	7%	63,530	18%	18%
DS-Bldg Insp	2,517,492	2,517,608	172,129	7%	495,744	20%	2,350,161	166,137	7%	507,591	22%	-2%
DS-Animal Control	684,992	685,132	27,710	4%	80,000	12%	634,017	28,495	4%	82,520	13%	-3%
DS-Code Enforcement	554,930	554,930	42,253	8%	114,921	21%	517,986	37,088	7%	104,841	20%	10%
Non-departmental	292,090	309,272	8,831	3%	22,690	7%	1,310,664	16,031	1%	23,299	2%	-3%
Total	90,198,894	90,700,660	6,130,008	7%	17,605,393	19%	82,875,078	5,953,108	7%	16,374,831	20%	8%
Rev-Exp	85,826	(415,940)	12,049,738		11,330,318		4,490,740	12,691,578		11,969,946		

Budget Summary for December
Fiscal Year 2013
(Compare to 25%)

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Utility Rev												
Water	36,689,860	36,689,860	2,782,343	8%	10,055,131	27%	32,623,303	1,916,274	6%	9,134,679	28%	10%
Sewer	17,891,432	17,891,432	1,441,552	8%	4,345,562	24%	17,101,913	1,370,035	8%	4,113,939	24%	6%
Const Inspect Fees	525,700	525,700	214,993	41%	540,096	103%	1,085,903	39,521	4%	431,126	40%	25%
Interest	10,815	10,815	2,036	19%	6,214	57%	15,871	731	5%	2,161	14%	188%
Misc	2,477,036	2,477,036	29,656	1%	113,914	5%	2,662,076	42,367	2%	124,116	5%	-8%
Total	57,594,843	57,594,843	4,470,580	8%	15,060,917	26%	53,489,066	3,368,928	6%	13,806,021	26%	9%
Utility Exp												
Financial Serv-UB	1,033,766	1,064,943	102,252	10%	227,073	21%	1,003,646	75,456	8%	212,306	21%	7%
Public Works-Adm	584,120	584,236	32,151	6%	88,684	15%	392,835	19,903	5%	54,556	14%	63%
Public Works-Water	20,783,887	20,783,887	1,747,280	8%	4,880,275	23%	18,362,467	1,480,336	8%	4,416,983	24%	10%
Public Works-Sewer	13,441,337	13,441,775	1,040,443	8%	3,989,046	30%	12,117,891	991,182	8%	3,867,247	32%	3%
Public Works-Meters	2,458,998	2,458,998	228,051	9%	450,045	18%	1,929,470	89,182	5%	370,664	19%	21%
Public Works-ROW Ins	781,501	781,501	56,291	7%	160,502	21%	742,017	51,104	7%	148,627	20%	8%
Admin-Support Serv	87,109	87,109	0	0%	0	0%	0	0	NA	0	NA	0%
IT Serv	1,464,946	1,464,946	79,799	5%	295,597	20%	1,298,886	85,294	7%	310,040	24%	-5%
ES-Admin	517,364	517,364	36,032	7%	149,739	29%	474,276	20,277	4%	83,376	18%	80%
ES-Construct Insp	914,531	915,076	59,078	6%	167,429	18%	799,533	62,548	8%	165,798	21%	1%
ES-Engineering	1,348,156	1,348,156	68,814	5%	185,226	14%	1,144,972	99,246	9%	230,619	20%	-20%
Non Departmental	13,965,736	13,965,736	-186	0%	-186	0%	11,464,028	30	0%	30	0%	-720%
Total	57,381,451	57,413,727	3,450,005	6%	10,593,430	18%	49,730,021	2,974,558	6%	9,860,246	20%	7%
Rev-Exp	213,392	181,116	1,020,575		4,467,487		3,759,045	394,370		3,945,775		
Utility Stormwater												
Revenues	1,416,949	1,416,949	117,518	8%	352,330	25%	1,383,639	113,621	8%	337,219	24%	4%
Expenses	1,646,585	1,713,585	108,173	6%	224,323	13%	1,388,927	73,796	5%	178,029	13%	26%
Rev-Exp	(229,636)	(296,636)	9,345		128,007		(5,288)	39,825		159,190		
Environmental												
Revenues	10,748,357	10,748,357	858,894	8%	2,595,179	24%	10,389,665	826,062	8%	2,525,131	24%	3%
Expenses	10,723,516	10,723,516	784,065	7%	2,176,994	20%	10,224,762	745,710	7%	2,093,479	20%	4%
Rev-Exp	24,841	24,841	74,829		418,185		164,903	80,352		431,652		
Hotel/Motel												
Revenues	3,653,887	3,653,887	224,784	6%	623,999	17%	3,581,823	213,183	6%	478,599	13%	30%
Expenses	3,542,436	3,602,653	197,437	5%	359,022	10%	3,365,761	116,754	3%	344,484	10%	4%
Rev-Exp	111,451	51,234	27,347		264,977		216,062	96,429		134,115		

City of Frisco
Sales Tax Revenue Analysis

Fiscal Year Tracking - Cash Basis (Monthly)

Month Received	Monthly Receipts FY 2013	% Change Over Same Month Prior Year	FY 2012-13 Year to Date Total	FY 2012-13 Year to Date % Change	Monthly Receipts FY 2012	% Change Over Same Month Prior Year	FY 2011-12 Year to Date Total	FY 2011-12 Year to Date % Change
Oct	3,846,870	8.18%	3,846,870	8.18%	3,556,044	11.70%	3,556,044	11.70%
Nov	4,841,923	10.78%	8,688,793	9.61%	4,370,704	12.27%	7,926,748	12.01%
Dec	4,308,513	23.20%	12,997,306	13.77%	3,497,198	19.50%	11,423,946	14.20%
Jan		0.00%	-	0.00%	3,640,120	15.87%	15,064,066	14.60%
Feb		0.00%	-	0.00%	5,549,946	6.04%	20,614,012	12.16%
Mar		0.00%	-	0.00%	3,427,402	19.05%	24,041,414	13.10%
April		0.00%	-	0.00%	3,427,296	19.05%	27,468,710	13.80%
May		0.00%	-	0.00%	4,590,910	8.09%	32,059,620	12.95%
Jun		0.00%	-	0.00%	3,559,977	10.97%	35,619,597	12.75%
Jul		0.00%	-	0.00%	3,810,590	15.00%	39,430,186	12.96%
Aug		0.00%	-	0.00%	4,755,662	8.05%	44,185,849	12.41%
Sept		0.00%	-	0.00%	4,130,280	16.24%	48,316,129	12.73%
Grand Total	**12,997,306**				**11,423,946**			
General Fund	**6,498,653**				**5,711,973**			
EDC/CDC	**3,249,326**				**2,855,987**			

City of Frisco
Sales Tax Revenue Analysis

Fiscal Year Tracking - Accrual Basis

Month Received	Monthly Receipts FY 2013	% Change Over Same Month Prior Year	FY 2012-13 Year to Date Total	% Change YTD 12-13	Monthly Receipts FY 2012	% Change Over Same Month Prior Year	FY 2011-12 Year to Date Total	% Change YTD 11-12
					FY12			
Dec	4,308,513	23.20%	4,308,513	23.20%	3,497,198	19.50%	3,497,198	19.50%
Jan		0.00%	-	0.00%	3,640,120	15.87%	7,137,318	17.62%
Feb		0.00%	-	0.00%	5,549,946	6.04%	12,687,264	12.26%
Mar		0.00%	-	0.00%	3,427,402	19.05%	16,114,665	13.64%
Apr		0.00%	-	0.00%	3,427,296	19.05%	19,541,961	14.55%
May		0.00%	-	0.00%	4,590,910	8.09%	24,132,871	13.26%
Jun		0.00%	-	0.00%	3,559,977	10.97%	27,692,848	12.96%
Jul		0.00%	-	0.00%	3,810,590	15.00%	31,503,438	13.20%
Aug		0.00%	-	0.00%	4,755,662	8.05%	36,259,100	12.50%
Sep		0.00%	-	0.00%	4,130,280	16.24%	40,389,380	12.87%
Oct		0.00%	-	0.00%	3,846,870	8.18%	44,236,250	12.45%
Nov		0.00%	-	0.00%	4,847,923	10.92%	49,084,174	12.30%
Grand Total	**4,308,513**				**3,497,198**			
General Fund	**2,154,256**				**1,748,599**			
EDC/CDC	**1,077,128**				**874,300**			

Allocation Comparison Summary Reports

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

	City	Net Payment This Period	Comparable Payment Prior Year	% Change
1	Houston	46,536,300.86	39,943,669.79	16.50%
2	San Antonio	19,643,441.70	16,380,971.64	19.91%
3	Dallas	18,853,929.67	15,348,266.09	22.84%
4	Austin	13,735,937.24	11,220,320.68	22.42%
5	Fort Worth	9,341,901.97	7,567,172.44	23.45%
6	Arlington	6,795,341.36	6,860,196.77	-0.94%
7	El Paso	5,989,260.30	5,197,034.90	15.24%
8	Corpus Christi	5,893,480.89	4,025,784.11	46.39%
9	Amarillo	5,253,519.87	4,514,598.03	16.36%
10	Plano	5,020,194.50	7,542,483.67	-33.44%
11	Lubbock	4,742,960.05	3,944,238.59	20.25%
12	Round Rock	4,707,720.57	4,877,205.87	-3.47%
13	McAllen	4,622,358.50	3,864,032.98	19.62%
14	Midland	4,498,371.28	4,004,385.83	12.33%
15	Frisco	4,308,512.81	3,497,198.04	23.19%
16	Irving	3,869,647.68	3,113,922.06	24.26%
17	Sugar Land	3,652,193.54	3,196,331.91	14.26%
18	Grand Prairie	3,481,399.01	3,005,173.20	15.84%
19	Laredo	3,210,096.24	2,825,338.39	13.61%
20	Abilene	3,072,171.65	2,882,969.58	6.56%

Municipal Court Division:

The court processed 1,260 new citations for the month of December. December is one of our historically slower months. Of the 1,260 new cases filed, 88% were for traffic violation, 4% for city ordinance violations, and 8% for other class C misdemeanor charges. There were 16 Teen Court referrals for the month.

Work Flow Performance Measures	2012-2013 Proposed	2012-2013 December	2012-2013 YTD	2011-2012	2010-2011	2009-2010
Cases Filed	24,000	1,260	5,139	24,486	20,076	21,935
Cases Closed	25,000	2,022	5,576	24,444	19,951	22,283
Warrants Issued and Cleared	5000 / 5700	0/221	858/1002	4537 / 5071	4668 / 4961	5134 / 5504
Juvenile Cases Filed	1,000	73	275	1,071	1,106	1,065
% of Juvenile Cases Referred to Teen Court*	20%	22%	12%	10%	15%	20%

Re nue Performance Measures	2012-2013 Proposed	2012-2013 December	2012-2013 YTD	2011-2012	2010-2011	2009-2010
To New Bench Fines Levied**	$6,500,000	$328,827	$1,310,699	$6,755,585	$5,567,888	$5,823,871
% .evied Bench Fines Collected	60%	85%	70%	58%	61%	60%
To Revenues Collected	$3,900,000	$280,373	$916,107	$3,933,071	$3,376,843	$3,497,292
Ci ieneral Fund Revenues	$2,256,450	$151,414	$488,217	$2,155,535	$1,904,035	$2,075,735
Ex nditures	$1,654,064	$125,197	$327,496	$1,492,593	$1,305,885	$1,244,799
To Revenue Per Case	$156	$139	$164	$161	$169	$157
To General Fund Revenue Per Case	$90	$75	$88	$88	$95	$93
Court Processing Cost per Case	$69	$99	$64	$61	$65	$57
City Net Per Case	$21	-$24	$24	$27	$30	$36
General Fund Revenues Minus Expenditures	$602,386	$26,216	$160,721	$662,942	$598,150	$830,936
% Processed By Web and Phone	10%	14%	13%	14%	20%	18%
% Processed By Mail	20%	17%	17%	16%	11%	10%
% Processed At Municipal Court	70%	69%	70%	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.

Affordable Housing Division
Quarterly Report
October 1, 2012 to December 31, 2012

Community Development Block Grant (CDBG)

Agency Management

During the 1st Quarter, the Division worked with CDBG awarded agencies to review 4th Quarter agency reports, provide technical assistance, and process final 2012 payments of invoices. In addition, new contracts were drawn up for the new fiscal year 2013. The Table below shows 2013 CDBG agencies and their goals for fiscal year 2013. First quarter Performance Reports are due from the agencies to the Division by January 31, 2013, so agency 1st Quarter accomplishments will be presented in the next Quarterly Report.

Community Development Block Grant – 2013 Agencies, Programs, and Goals

Agency/Program	2013 Goal	Accomplishments
Committee on Aging *Meals on Wheels and Friendship Cafe*	**105 persons**	**Will post in next report.**
Frisco Family Service Center *Homeless Prevention Program*	**1,064 persons**	**Will post in next report.**
North Collin County Habitat for Humanity – *Affordable Housing*	**1 home**	**1 home completed**
Housing Rehabilitation Program *Repair homes*	**12 homes**	**3 completed, 2 under construction, 5 pending**
Samaritan Inn *Homeless Prevention*	**7 families**	**Will post in next report.**

CDBG - Homeless Initiatives

One of the program requirements of CDBG is to develop and implement programs to deal with homelessness. The following are homeless issue initiatives for the first quarter:

- Annual Homeless Count will be January 24, 2013. Includes Homeless FISD students, as of November 28, 2012 there were 141 with 20 unaccompanied students.
- Collin County Homeless Coalition – Stacy Brown presides as Chairman.
- Frisco Youth Initiative – Working with this group to provide services to homeless youth.
- See Me Now – Homeless Program – Stacy Brown was a presenter, November 16, 2012.

Social Service Grant

The Social Service Grant Process is conducted in conjunction with the CDBG grant process. The Social Service Grant allocation was recommended by the Housing Trust Fund Board in May 2012 and approved by City Council on September 18, 2012. First quarter goals will be posted in the next report.

Social Service Grant – 2013 Agencies and Goals

Agency/Program	2013 Goal
Boys and Girls Clubs of Collin County	**510 children**
Children's Advocacy Center of Denton County	**60 children**
CITY House	**72 children**
Court Appointed Special Advocates - CASA	**20 children**
Crimes Against Kids Eliminated	**300 persons**
Frisco Care's Clinic	**500 persons**
Frisco Family Services Center	**2566 persons**
Journey of Hope	**65 persons**
Small World	**514 persons**

FirstSouthwest

Relative Value Report
Today's Date: 28-Dec-12
Settlement Date: **31-Dec-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			
30-Jan-13	FHLB	0.020%	0.020%
27-Feb-13	FHLB	0.055%	0.056%
25-Mar-13	FHLMC	0.090%	0.092%
26-Apr-13	FHLMC	0.090%	0.092%
29-May-13	FNMA	0.100%	0.102%
28-Jun-13	FHLB	0.140%	0.142%
29-Jul-13	FNMA	0.120%	0.122%
29-Aug-13	FNMA	0.130%	0.132%
26-Sep-13	FNMA	0.140%	0.142%
15-Oct-13	FHLMC	0.160%	0.163%
1-Nov-13	FHLB	0.120%	0.122%
29-Nov-13	FHLB	0.120%	0.122%
Commercial Paper			
30-Jan-13	GE Capital	0.050%	0.051%
1-Mar-13	GE Capital	0.090%	0.092%
1-Apr-13	GE Capital	0.140%	0.142%
30-Apr-13	GE Capital	0.200%	0.203%
30-May-13	GE Capital	0.210%	0.214%
28-Jun-13	GE Capital	0.220%	0.224%
26-Sep-13	GE Capital	0.220%	0.224%
Agency Bullets (Non-Callable)			
19-Dec-13	FHLB 0.17	-7.0	0.188%
21-Mar-14	FHLMC 0.30	-5.0	0.208%
18-Jun-14	FHLB 5.25	-2.0	0.238%
12-Sep-14	FHLB 1.375	+3.0	0.288%
24-Dec-14	FFCB 0.25	+5.0	0.308%
12-Jun-15	FHLB 2.875	+8.0	0.338%
21-Dec-15	FNMA 0.375 ***	+5.5	0.411%

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

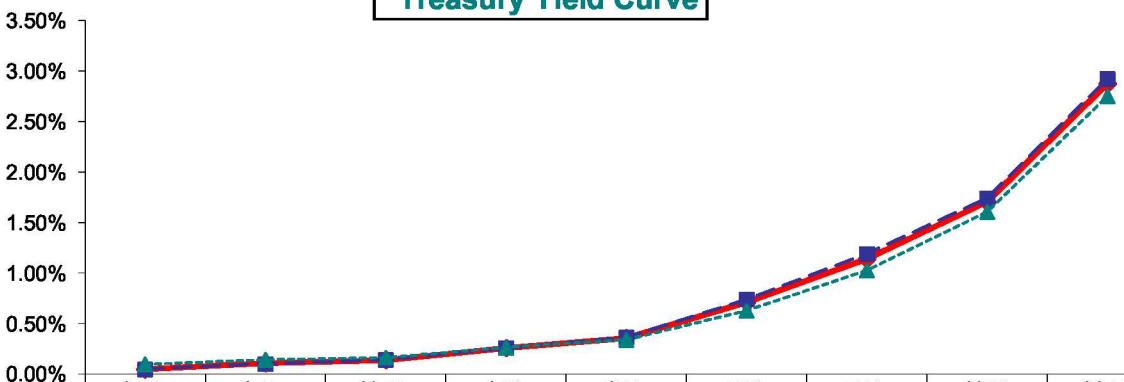
Investment Pool Yields:	TexPool	TexSTAR
Previous Day:	0.137%	0.150%
7 Day Moving Avg:	0.143%	0.155%

Agency Discount Note Yields	Current	Week Ago	Month Ago
1 Mo	0.020%	0.031%	0.163%
2 Mo	0.056%	0.051%	0.102%
3 Mo	0.092%	0.086%	0.127%
6 Mo	0.142%	0.142%	0.163%
9 Mo	0.142%	0.112%	0.163%
12 Mo	0.122%	0.163%	0.173%

Commercial Paper Yields	Current	Week Ago	Month Ago
1 Mo	0.051%	0.051%	0.173%
2 Mo	0.092%	0.122%	0.193%
3 Mo	0.142%	0.153%	0.214%
4 Mo	0.203%	0.193%	0.244%
5 Mo	0.214%	0.214%	0.254%
6 Mo	0.224%	0.224%	0.275%
9 Mo	0.224%	0.285%	0.295%

Agency Bullet Yields	Current	Week Ago	Month Ago
1 Yr	0.188%	0.183%	0.207%
1.5 Yr	0.238%	0.243%	0.257%
2 Yr	0.308%	0.308%	0.317%
2.5 Yr	0.338%	0.398%	0.362%
3 Yr	0.411%	0.434%	0.408%

Treasury Yield Curve



	3 Mo	6 Mo	12 Mo	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	30 Yr
Current	0.046%	0.107%	0.137%	0.258%	0.356%	0.709%	1.137%	1.703%	2.876%
One Week Ago	0.046%	0.101%	0.142%	0.258%	0.364%	0.739%	1.190%	1.742%	2.923%
One Month Ago	0.096%	0.142%	0.162%	0.262%	0.338%	0.627%	1.025%	1.605%	2.751%

City of Frisco
Permits - Bldg Insp End of Month Report (No Impact Fees)
For the Period 12/1/2012 thru 12/31/2012

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
BUILDING	CNEW	New commercial structures	110,844.00	$4,500,000.00	$23,561.06	$23,561.06	4		4
BUILDING	CALT	Commercial alterations	1,651.00	$30,000.00	$429.75	$429.75	1	1	2
BUILDING	CIFO	Commercial interior finish-outs (storefronts)	37,856.00	$2,158,000.00	$14,925.86	$14,925.86	9	2	11
BUILDING	CADD	Commercial additions	10,697.00	$810,000.00	$579.00	$579.00	3		3
BUILDING	COMM	Miscellaneous commercial modifications (cellular equip., paving, etc.)		$48,000.00	$444.13	$444.13	1		1
CO		Certificates of Occupancy	289,420.00	$0.00	$1,040.00	$1,040.00	7	2	9
BUILDING	CDMO	Commercial demolitions	5,500.00	$55,000.00	$50.00	$50.00	1		1
BUILDING	SCHA	Existing school, alteration or addition to							0
BUILDING	SCHL	New school / education facility building							0
		Section Subtotals	**455,968.00**	**$7,601,000.00**	**$41,029.80**	**$41,029.80**	**26**	**5**	**31**
BUILDING	MNEW	Multifamily structure	693,436.00	$18,230,523.00	$118,948.02	$118,948.02		1	1
BUILDING	MADD	Addition to existing multifamily structure							0
[illegible]DING	MALT	Alteration to existing multifamily structure							0
[illegible]TIFAMILY		Multifamily registration for bldg and site insp	2,720	$0.00		$17,685.00	14		14
		Section Subtotals	**693,436.00**	**$18,230,523.00**	**$118,948.02**	**$136,633.02**	**14**	**1**	**15**
[illegible]DING	SNEW	Single-family dwellings	719,642.00	$38,432,655.54	$342,692.49	$342,692.49	71	76	147
[illegible]DING	SADD	Addition to existing single-family structure							0
[illegible]DING	SALT	Alteration to existing single-family structure	28,361.00	$641,885.00	$13,016.77	$13,016.77	40	41	81
[illegible]DING	MISC	Various miscellaneous modifications (concrete slab, etc.)							0
[illegible]DING	SDMO	Single-family residential demolition	8,591.00	$121,773.00	$100.00	$100.00	1	1	2
BUILDING	DPLX	Duplex							0
BUILDING	MOBH	Mobilehome							0
BUILDING	Others	Other building permits	1,448.00	$33,000.00	$395.00	$395.00	3	1	4
		Section Subtotals	**758,042.00**	**$39,229,313.54**	**$356,204.26**	**$356,204.26**	**115**	**119**	**234**
POOL	RES POOL	Residential swimming pools and spas	0.00	$964,500.00	$4,640.00	$4,640.00	15	12	27
POOL	SEMI PUB POOL	New pool/spa construction (apartments, hotels, HOA, etc.)							0
POOL	Others	Miscellaneous water features (ponds, fountains, other water features over 2 ft in depth)	0.00	$50,000.00	$180.00	$180.00		1	
		Section Subtotals	**0.00**	**$1,014,500.00**	**$4,820.00**	**$4,820.00**	**15**	**13**	[illegible]

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

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AGENDA ITEM #5.

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Perm Issu
FENCE	RES	Residential fence installation				$920.40	28	16	
FENCE	SCRN WALL	Masonry screening wall installation				$20.00	1		
FENCE	RETAINING WALL	Masonry or wood retaining wall over 2ft				$320.00	13	3	
FENCE	Others	Other Fence installations				$100.00	1	2	
		Section Subtotals				**$1,360.40**	**43**	**21**	
ELECTRICAL	ALT/ADD	Upgrade panels and other electrical				$765.00	8	8	
ELECTRICAL	NEW	New electrical systems installation				$90.00		2	
PLUMBING	ALT/ADD	Upgrade existing plumbing				$1,103.00	17	11	
PLUMBING	WATER HEATER	Water heater installation				$2,768.00	47	51	
PLUMBING	IRRIGATION	Irrigation/sprinkler system installation				$21,785.00	66	49	115
PLUMBING	OSSF	On-site sanitation facility							0
MECHANICAL	ALT/ADD	Furnace/air conditioner systems				$2,057.50	24	13	37
MECHANICAL	NEW	New mechanical installations							0
ELECTRICAL	Other	Other miscellaneous electrical							0
PLUMBING	Other	Other miscellaneous plumbing				$27.00	1		1
MECHANICAL	Other	Other miscellaneous mechanical							0
		Section Subtotals				**$28,595.50**	**163**	**134**	**297**
	BANN	Temporary Banners				$1,200.00	13	3	16
	INFLATABLE SIGN	Large secured static balloon, temporary advertisement				$300.00	4		4
	MONUMENT INDIVIDUAL	Permanent sign with masonry border				$300.00	2		2
	PROJECT/DEVELOPMENT	Temporary wooden sign advertising future development				$450.00	1	1	2
	REAL ESTATE	Temporary wooden sign at property for lease or sale							0
SIGN	SUBDIVISION MONUMENT	Decorative entry, or other location, features within a development				$450.00	2	1	3
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				$4,955.00	21	12	33
		Section Subtotals				**$7,655.00**	**43**	**17**	**60**

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

AGENDA ITEM #5.

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Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
HEALTH	CONV	Convenience stores				$205.00		1	1
HEALTH	CAFT	Cafeteria (i.e. hospitals, office buildings)							0
HEALTH	DAYC	Daycares, includes private & religious daycare facilities				$400.00	2		2
HEALTH	GROC	Grocery stores				$555.00	1		1
HEALTH	HLTD	Other businesses required by government regulatory authority to have health-related inspections (i.e. bed & breakfast)				$50.00	1		1
HEALTH	MBHT	Mobile catering vehicles, hot							0
HEALTH	MBCD	Mobile catering vehicles, cold				$200.00			1
HEALTH	KIOSK HLTH	Food-related sales - non-mobile							0
HEALTH	PRIVATE HLTH	Nursing, assisted living, or the like				$405.00	1		1
HEALTH	REST	Restaurants, dining food establishments				$9,640.00	15	7	22
HEALTH	SCHOOL / CITY	School district and private educational facilities, City facilities							0
HEALTH	THLT	Temporary health permits				$250.00	7		7
HEALTH	Others	Other health permits							0
		Section Subtotals				**$11,705.00**	**27**	**8**	**36**
[illegible]	SWPUB	Public pools and spas							0
[illegible]	SWRES	HOA community pools and spas							0
[illegible]	SWSEMI	Hotels and apartment communities pools and spas							0
		Section Subtotals							**0**
[illegible]IALEVENT	Others	Miscellaneous SPECIALEVENTs							0
[illegible]IALEVENT	SIDEWALK	Existing business sidewalk sale							0
[illegible]IALEVENT	OUTDOOR	Outdoor				$100.00	1		1
SPECIALEVENT	PARKING LOT	Parking lot							0
SPECIALEVENT	SEASONAL	Seasonal - holiday trees, pumpkins, etc.							0
SPECIALEVENT	TENT	Tent							0
		Section Subtotals				**$100.00**	**1**		**1**

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

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AGENDA ITEM #5.

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Perm Issu
REGISTRATION	ELEC REG	Electrical contractors registrations				$952.00			
REGISTRATION	MECH REG	Mechanical contractor registrations				$1,001.00			
REGISTRATION	PLUMB REG	Plumbing contractor registrations							
REGISTRATION	GENERAL REG	General contractor registrations, no fees							
REGISTRATION	IRRIGATION	iRRIGATION contractor registrations, no fees				$201.00			
REGISTRATION	Others	Other contractor registrations				$150.00			
		Section Subtotals				**$2,304.00**			1(
		Totals on report	**1,907,446.00**	**$66,075,336.54**	**$521,002.08**	**$590,406.98**	**447**	**318**	**869**

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

AGENDA ITEM #6.

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**
Todd Renshaw, Director of Public Safety

From: **Paul Siebert, Assistant Fire Chief**

Date: **January 15, 2013**

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

1. ***Incident Analysis*** –

   - *December 2012* – The Fire Department responded to 878 calls during the month of December, including 7 structure fires resulting in $249,000 in damages; 1 cooking fire resulting in $6,000 in damages; 3 vehicle fires resulting in $20,700 in damages; 2 trash fires resulting in $500 in damages; 378 emergency medical calls and 76 motor vehicle accidents.

	Alarm Type	Total Alarms	% of Total Alarms
1	Structure Fires	7	0.80%
2	Vehicle Fires	3	0.34%
3	Grass Fires	--	0.00%
4	Smoke / Alarm Investigation	171	19.48%
5	Motor Vehicle Accidents	76	8.66%
6	Medical Calls	378	43.05%

FRISCO FIRE DEPARTMENT

CITY OF FRISCO
8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
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	Alarm Type (Continued)	Total Alarms	% of Total Alarms
7	Mutual Aid (Fire)	12	1.37%
8	Mutual Aid (EMS)	14	1.59%
9	Other	217	24.72%
10	**Total Monthly Alarms**	**878**	**100.00%**

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

   - *December 2012* – 280 fire safety inspections and 244 SAFER plans were completed in December 2012. 129 new construction inspections were performed by the Fire Marshal's Office in December.

3. ***Response Time Analysis*** –

   - Average monthly response times for December by District:

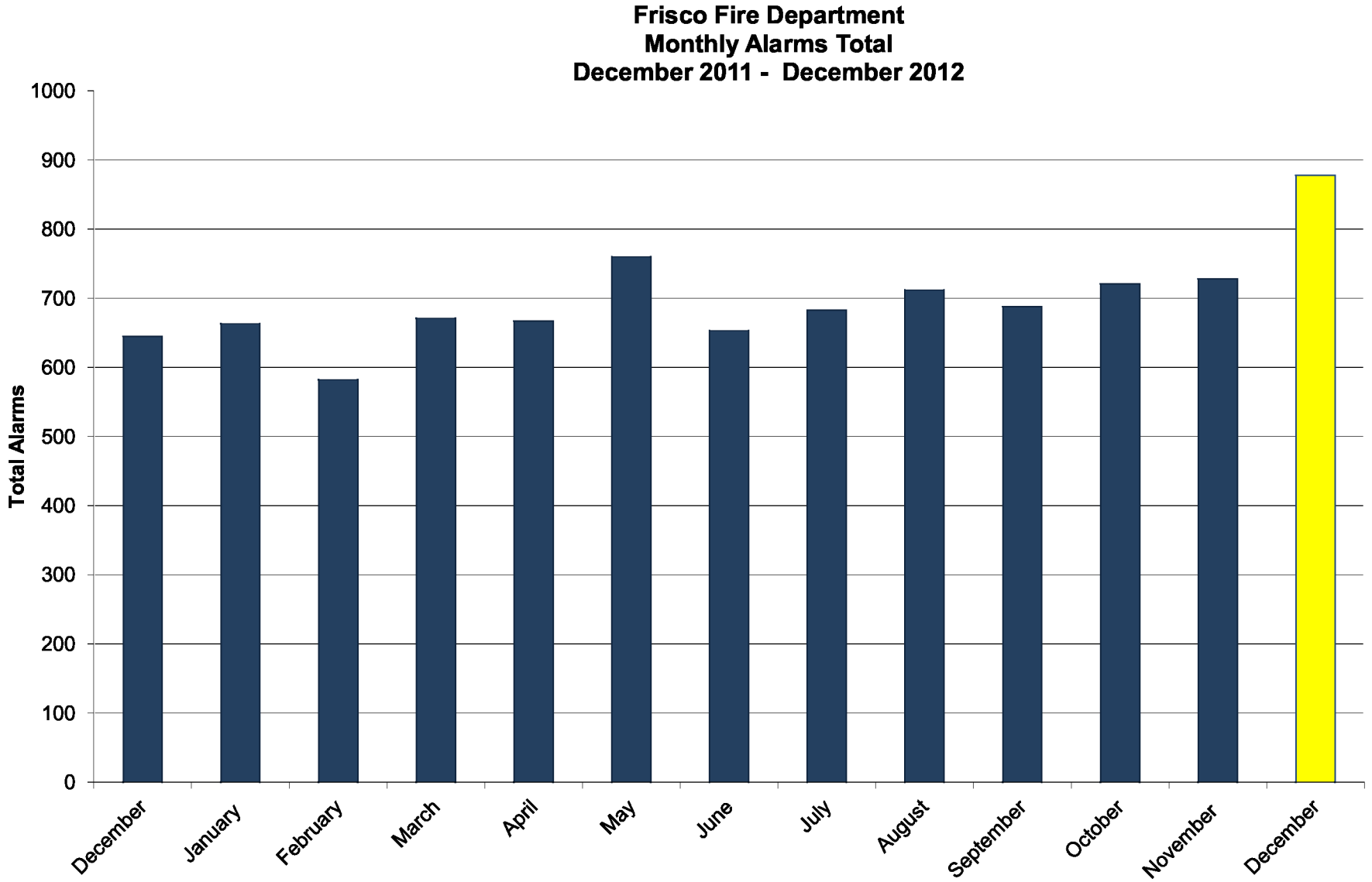
1	District 1	5:18
2	District 2	5:06
3	District 3	5:18
4	District 4	5:17
5	District 5	6:20
6	District 6	5:25
7	District 7	5:09
Overall Average Response Time, City		**5:22**

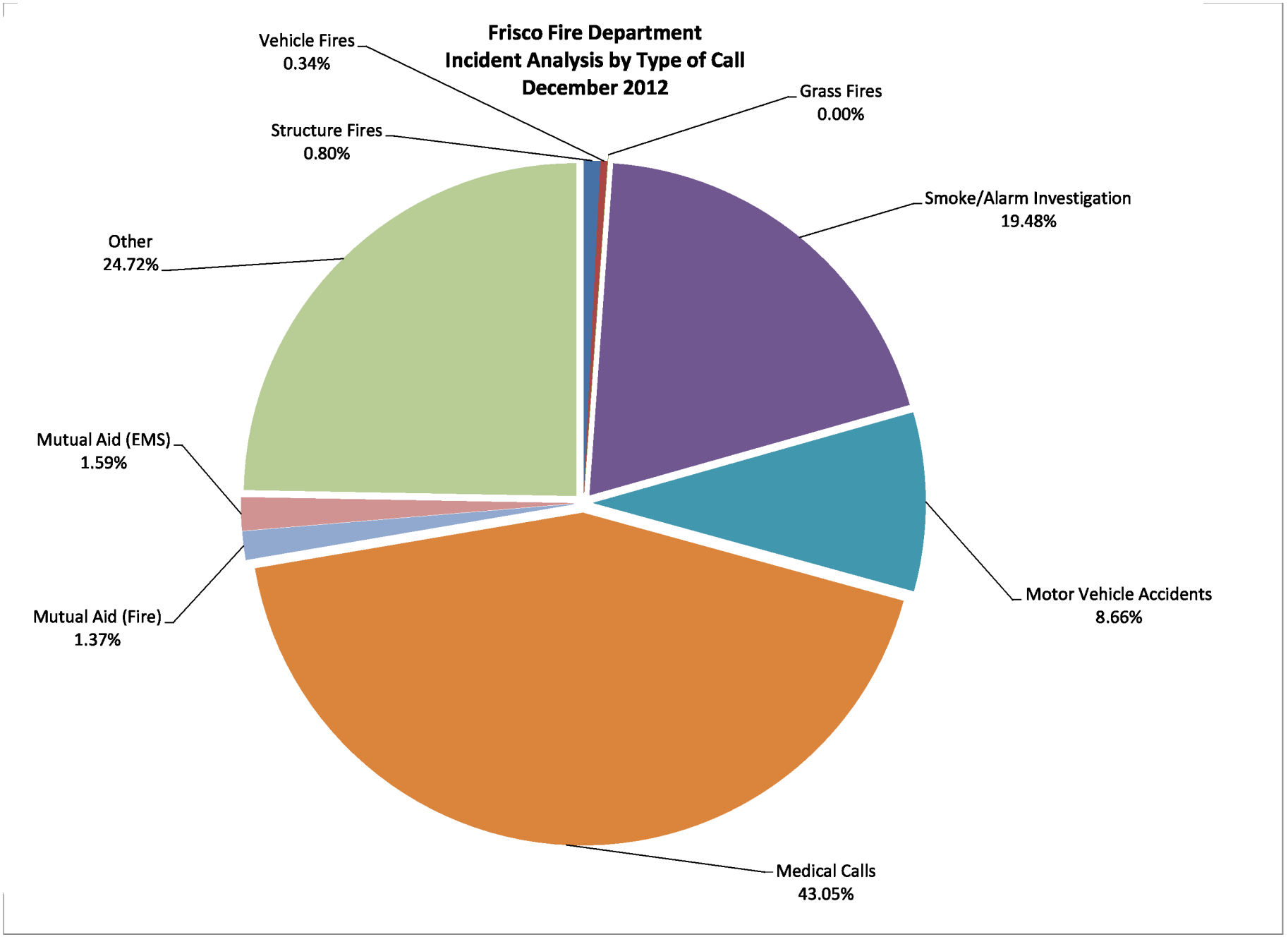
Supporting Documents: Supporting documents include the following items:

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

Frisco Fire Department Monthly Summary
December 2011 - December 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	Total Alarms
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
July	5	2	4	92	80	320	6	2	172	683
August	2	4	2	115	53	357	7	1	171	712
September	1	0	4	96	81	335	8	9	154	688
October	4	5	5	122	73	329	7	10	166	721
November	6	1	2	88	90	350	7	8	176	728
December	**7**	**3**	**0**	**171**	**76**	**378**	**12**	**14**	**217**	**878**
2011-2012 Grand Totals	38	27	25	1336	996	4358	77	63	2131	9051


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


Frisco Fire Department
Incident Analysis by Type of Call
December 2012
Vehicle Fires
0.34%
Grass Fires
0.00%
Structure Fires
0.80%
Smoke/Alarm Investigation
19.48%
Other
24.72%
Mutual Aid (EMS)
1.59%
Motor Vehicle Accidents
8.66%
Mutual Aid (Fire)
1.37%
Medical Calls
43.05%

Frisco Fire Department Incident Analysis 2001 - December 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	**36**	**24**	**24**	**1236**	**931**	**4053**	**75**	**62**	**1965**	**8406**

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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Frisco Fire Department Public Education Summary

December 2012

Frisco Fire Department	Number	Students
Fire Station Tours	14	87
Birthday Party	21	568
Frisco Fire Safety Town		
Educational Tours	18	118
Programs	47	2130
Community Education Event		
➢ Merry Main Street 2012 (7000) ➢ WFFA Santa's Helpers @ FFST (400) ➢ Holiday Lights @ FFST x 8 (4,137) ➢ Boy Scout Meeting @ St. 5 (15)	11	11,552
Total Audience		

SANTA'S HELPERS 2012 @ FFST



AGENDA ITEM #7.

FRISCO
DEVELOPMENT SERVICES

DEVELOPMENT SERVICES ACTIVITIES MONTHLY UPDATE DECEMBER 2012

December 01, 2012 – December 31, 2012

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

By The Numbers For December 2012

147
Single Family Building Permits

4
Commercial Building Permits [1]
110,844 sq ft

129,574
Population
YTY[4] **+ 3.2%**

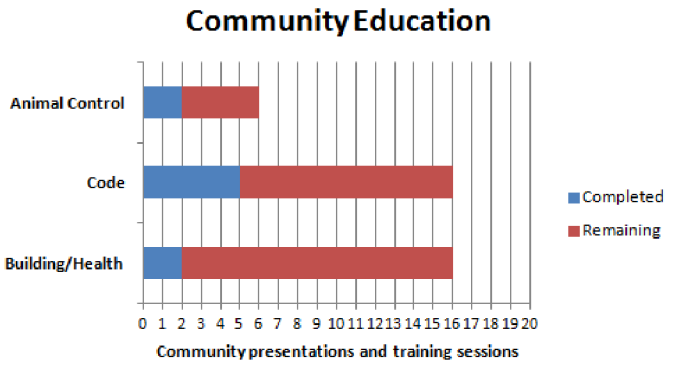
KEY PERFORMANCE INDICATORS

	FY10-11	FY11-12	FY 12-13	FY 13 December		
	FYTD	FYTD	FYTD	Prior Year Same Month [4]	Dec [6]	Status [7]
Single Family Permits Issued	273	258	465	73	147	↑
Commercial Permits Issued [2]	61	61	87	13	22	↑
Commercial Square Footage [3]	164,218	64,734	253,117	21,333	110,844	↑
All Other Permit Types [5]	1,631	2,129	2,544	667	700	↑
Building Inspections	9,580	9,772	13,380	2,802	4,005	↑
Health Inspections (food establishments)	444	217	382	74	108	↑
Calls for Service – Code Enforcement	698	928	856	281	225	↓
Calls for Service – Animal Control[8]	936	1823	1889	615	585	↓
Development Applications						
Zoning Changes	2	9	11	4	2	↓
Preliminary Plat	2	8	12	2	3	↑
Preliminary Site Plans	7	9	7	1	1	-
Site Plans	15	32	32	16	13	↓
Final Plats and Replats	18	32	44	13	21	↑

[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

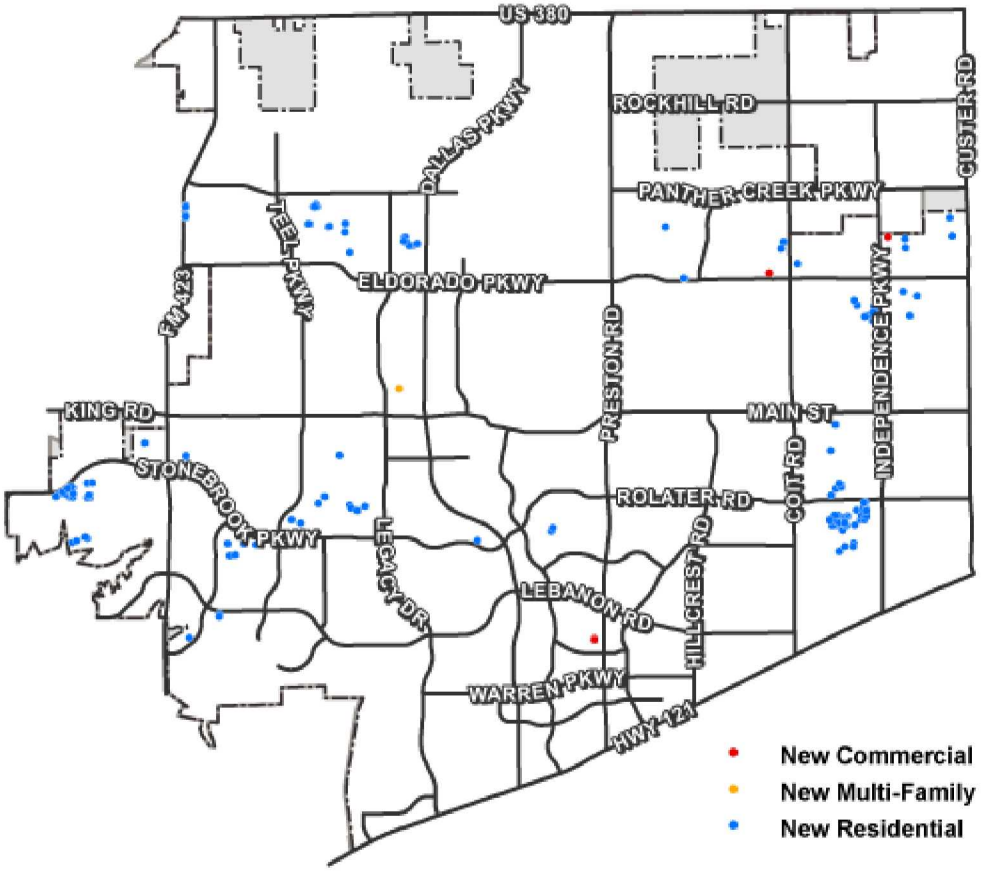
For more in depth development activity reports you can go to the Development Services Department homepage and click "DEVELOPMENT REPORTS".



All of Development Services Supervisors, Managers, Administrators and Director attended the leadership webinar, "Encouraging the Heart", in the new training facility.

SIGNIFICANT ACTIVITIES

NEW SINGLE FAMILY & COMMERCIAL PERMIT ACTIVITY – BY LOCATION



AGENDA ITEM #8.



FRISCO CVB REPORT - Dec 2012

LODGING INDUSTRY REPORT

	Nov 2012 To Nov 2011			Nov 2012 YTD toNov 2011 YTD	
	Av Daily Rate	**%Ch ADR**	**% Ch RevPAR**	**Av Daily Rate**	**% Ch ADR**
Citywide Frisco	$114.37	0.32%	-3.38%	$121.13	-1.30%

(RevPAR - Rev Per Avail. Room)

This data runs one month behind

VISITOR SERVICES

	Dec 2012	**Dec 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Visitor Guide Requests	353	190	86%	3,259	2,438	34%

WEBSITE TRAFFIC

	Dec 2012	**Dec 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Visits	5,578	12,766	-56%	15,545	19,933	-22%
Pageviews	23,181	32,388	-28%	65,597	67,158	-2%

MEETINGS TURNED DEFINITE

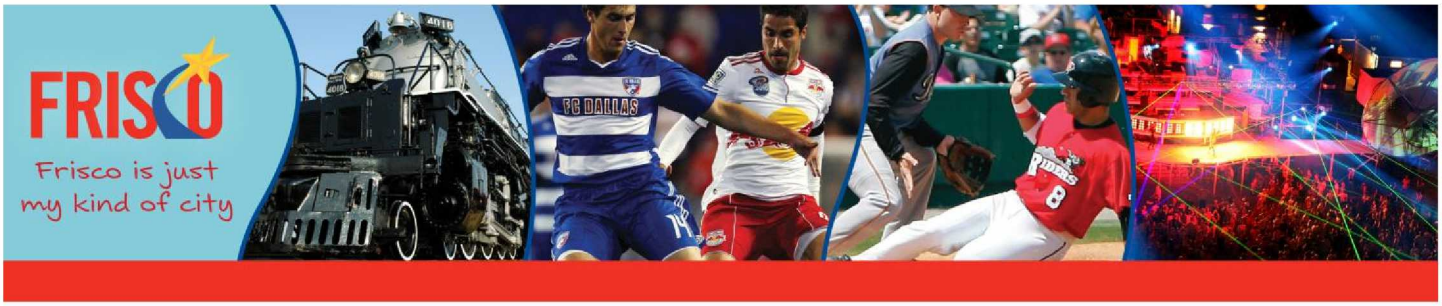
	Dec 2012	**Dec 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Meetings	5	7	-29%	28	32	-13%
Room Nights	1,515	2,290	-34%	14,165	10,847	31%
Attendance	2,550	8,350	-69%	39,785	49,231	-19%

MEETINGS TURNED TENTATIVE

	Dec 2012	**Dec 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Leads	15	15	0%	61	55	11%
Total Room Night Production	7,573	8,621	-12%	29,551	23,759	24%

MEETINGS TURNED LOST

	Dec 2012	**Dec 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Leads	11	11	0%	38	37	3%
Total Room Night Production	7,923	7,591	4%	22,403	21,315	5%



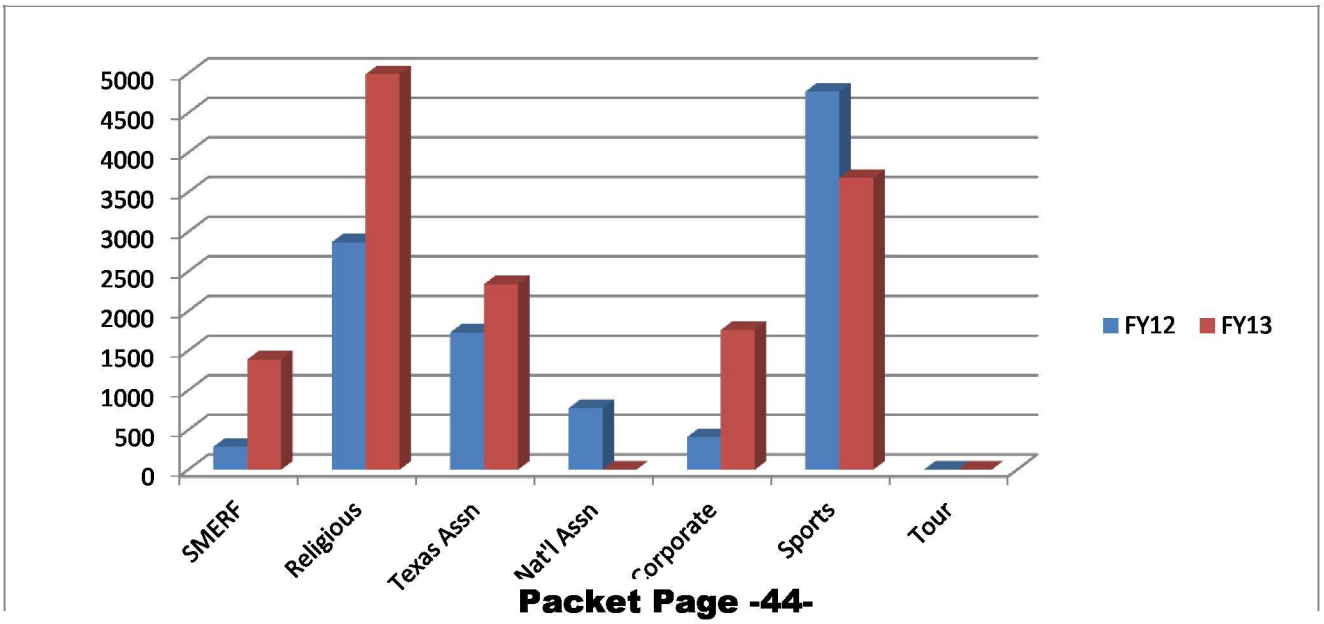
TRADESHOWS & SALES MISSIONS

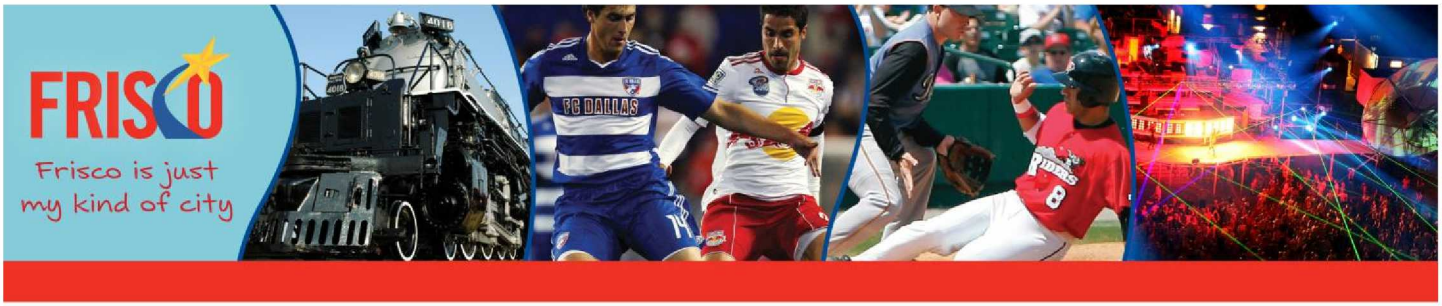
Event Name	Location	Staff Attending
Local Corporate Sales Calls	Frisco/Plano	Anna
Local Faith Based Meetings Sales Calls	Frisco/Plano	Maureen
Local Sports Market Sales Calls	Frisco/Plano/Dallas	LaChelle
Corporate Sales Mission	Houston	Anna

SITE VISITS

Group Name	Total Room Nights
Zurvita	300
Texas Psychological Association	440
Horizon Meetings - TOMA	255
Prestonwood Baptist Church	100
Preston Trail Community Church	100

DEFINITE ROOMS BY MARKET SEGMENT FY13 YTD





CITYWIDE BOOKINGS TURNED DEFINITE DECEMBER FY13

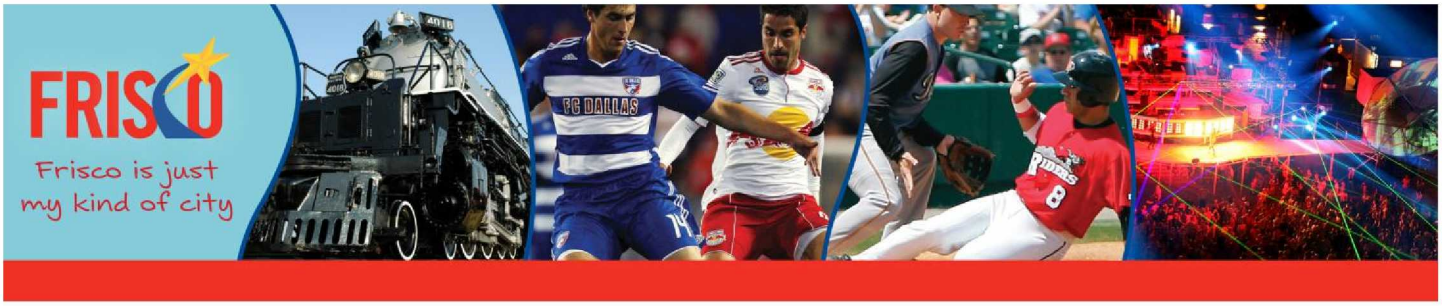
Group	Mtg Start Date	Mtg End Date	Estimated Attendance	Contracted Room Nights
Catholic Diocese of Dallas	8/2/2013	8/4/2013	1,500	350

CURRENT BOOKED OR TENTATIVE BUSINESS

Calendar Year	Definite Attendance	Definite Room Nights	# of Definite Groups	Tentative Attendance	Tentative Room Nights	# of Tentative Groups
2017	1,400	2,015	2	2,370	3,605	3
2016	700	950	2	24,857	6,077	6
2015	10,700	3,526	5	18,910	4,694	10
2014	6,730	5,891	11	29,670	6,971	14
2013	73,827	21,734	44	14,263	8,198	28
2012	112,466	28,325	82			
2011	61,042	19,368	65			
2010	44,493	9,080	43			
2009	47,619	15,586	48			
2008	23,240	9,087	55			
2007	19,748	5,272	38			

CONVENTION SERVICES

	Dec 2012	Dec 2011	%Ch	2013 YTD	2012 YTD	YTD % Ch
Meetings Serviced Bureau Booked = 5 Non-bureau Booked = 0	5	5	0%	20	17	18%



PUBLIC RELATIONS PRODUCTION

	Dec 2012	Dec 2011	%Ch	2013 YTD	2012 YTD	YTD % Ch
Media Outreach (Releases and Pitches)	13	20	-35%	25	52	-52%
Press Trips/Media Hosted	7	1	600%	7	1	600%
Dollar value of media (source: TxPress Clippings)	$25,801	$62,027	-58%	$148,716	$168,474	-12%

MEDIA PLACEMENTS

Print Magazines
Texas Live Magazine
Frisco Style

Online/Internet Outlets
CraveDFW.com Frisco-Online.com
DallasNews.com
Examiner.com
NeighborsGo.com (2)

Radio/TV

Newspapers
Austin American Statesman
Dallas Morning News
Coppell Gazette
Celina Record
McKinney Courier-Gazette

Broadcast

AGENDA ITEM #9.

Frisco Police Department
City of Frisco, Texas

Governance Monitoring Staff Report

To: **The Honorable Maher Maso, Mayor, and the Frisco City Council**
Thru: **George Purefoy, City Manager**
From: **Interim Chief of Police, John Bruce**
Date: **1/9/2013**
Re: **Monthly Report – December 2012**

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

Comparative Data: The Uniform Crime Index number for December 2012 in Frisco showed a decrease of 7.9% from the month of November 2012. When the data is compared to the same time last year, the data shows that 2011 and 2012 are sitting at nearly the same number of total UCR crimes being reported. However, with the population increase for the city during the 2012 year it puts the city of Frisco Crime Rate at 24.57 out of 1,000 people for the entire year of 2012.Year 2011 ended with a Crime Rate of 25.71 out of 1,000 people. This means that the UCR Crime Rate has dropped by about 1.14 out of 1,000 people for the City of Frisco in 2012.

Report Analysis: Reported assaults in December showed a decrease of 8 less assaults being reported as compared to November 2012. There were a total of 586 reported assaults in 2012 compared to 627 reported assaults in 2011 for a 6.5% decrease from last year.

There was a 9.9% decrease in the total number of reported Burglaries from 2011 to 2012. In 2012 the number of reported Burglary Habitations increased 19.8% from 2011 with a 33.5% decrease in the total number of reported Burglary Buildings

Fifty nine Motor Vehicle thefts were reported in 2012 compared to 100 reported stolen vehicles in 2011 for a 41% decrease. There were 3 reported stolen vehicles for the month of December 2012. This is the lowest number of reported stolen vehicles in a single year since year 2008.

In 2012, the number of reported Burglary of Motor Vehicles increased 25.9% with a total of 684 reported vehicle burglaries in 2012 compared to 543 in 2011.

Supporting Documents: FPD statistics for December 2012

Staff Recommendation: Thank you for your consideration of this item; if I can be of any support, please contact me at 972.292.6102 or by email at jbruce@friscotexas.gov.

MONTHLY REPORT
December 2012
PART 1 OFFENSES

POPULATION DATA	
December-11	123,730
December-12	129,574

	MONTHLY				YEAR TO DATE					
Offense Category	**Monthly Totals**	**Previous Month's Totals**	**Amount of Change**	**Percent Increase/ Decrease**	**YTD 2012**	**2012 Per 1000/capita**	**YTD 11**	**2011 Per 1000/capita**	**Amount of Change**	**Percent Increase/Decrease**
Murder	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**2**	**0.02**	**-2**	**-100.00**
Rape	**2**	**2**	**No Change**	**0.00**	**15**	**0.12**	**5**	**0.04**	**10**	**200.00**
Robbery	**4**	**4**	**No Change**	**0.00**	**27**	**0.21**	**26**	**0.21**	**1**	**3.85**
Individual	2	3	-1	-33.33	16	0.12	16	0.13	No Change	0.00
Business	2	1	1	100.00	11	0.08	10	0.08	1	10.00
Assaults	**49**	**57**	**-8**	**-14.04**	**586**	**4.52**	**627**	**5.07**	**-41**	**-6.54**
Aggravated	5	5	No Change	0.00	61	0.47	90	0.73	-29	-32.22
Other Assaults	44	52	-8	-15.38	525	4.05	537	4.34	-12	-2.23
Burglary	**26**	**27**	**-1**	**-3.70**	**444**	**3.43**	**493**	**3.98**	**-49**	**-9.94**
Habitation	19	22	-3	-13.64	270	2.08	231	1.87	39	16.88
Building	7	5	2	40.00	174	1.34	262	2.12	-88	-33.59
Theft	**197**	**212**	**-15**	**-7.08**	**2111**	**16.29**	**2028**	**16.39**	**83**	**4.09**
Burglary Vehicle	57	67	-10	-14.93	684	5.28	543	4.39	141	25.97
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	14	0.11	-14	-100.00
Thefts	137	142	-5	-3.52	1368	10.56	1371	11.08	-3	-0.22
Motor Vehicle Theft	3	3	No Change	0.00	59	0.46	100	0.81	-41	-41.00
TOTAL OFFENSES	**278**	**302**	**-24**	**-7.95**	**3183**	**24.57**	**3181**	**25.71**	**2**	**0.06**

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

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

TRAFFIC ACCIDENT SUMMARY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Motor Vehicle Accidents	126	123	3	2.44	1364	10.53	1492	12.06	-128	-8.58
Injury Accidents	68	75	-7	-9.33	753	5.81	682	5.51	71	10.41
Number Transported	51	55	-4	-7.27	555	4.28	470	3.80	85	18.09
Fatality Accidents	1	0	1	*NC	7	0.05	3	0.02	4	133.33
Fatalities	2	0	2	*NC	8	0.06	3	0.02	5	166.67
High Accident Location(s)	0									
Criteria: 5 or more accidents at location										

PATROL ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Calls for Service	4,786	4,560	226	4.96	57,110	440.75	63,647	514.40	-6537	-10.27
Citations*	1,172	1,786	-614	-34.38	21,075	162.65	17,978	145.30	3097	17.23
Red Light Camera Summons	519	476	43	9.03	5,676	43.81	4,332	35.01	1344	31.02
9-1-1 Calls	4,008	3,573	435	12.17	47,128	363.71	46,817	378.38	311	0.66

**Speeding: 600; Red Light: 10; Stop Sign: 31*

CRIMINAL INVESTIGATION ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Cases Assigned	766	790	-24	-3.04	8,730	67.37	8,413	67.99	317	3.77
Cases Cleared	997	1105	-108	-9.77	12,358	95.37	12,371	99.98	-13	-0.11
Cases Inactive	251	368	-117	-31.79	3,459	26.70	3,293	26.61	166	5.04
Cases Unfounded	10	13	-3	-23.08	191	1.47	140	1.13	51	36.43
Cases Filed (Collin County)	128	101	27	26.73	1,317	10.16	1,297	10.48	20	1.54
Juvenile Cases Filed (Collin)	14	25	-11	-44.00	205	1.58	189	1.53	16	8.47
Cases Filed (Denton County)	19	25	-6	-24.00	275	2.12	364	2.94	-89	-24.45
Juvenile Cases Filed (Denton)	1	2	-1	-50.00	71	0.55	23	0.19	48	208.70

DWI AND ADULT ARRESTS

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
DWI Arrests	22	18	4	22.22	245	1.89	292	2.36	-47	-16.10
Adult Arrests	197	204	-7	-3.43	2,608	20.13	2620	21.18	-12	-0.46

JUVENILE DATA

	MONTHLY				YEAR TO DATE					
Offense Category	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Rape	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Robbery	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Individual	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Business	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Assaults	**1**	**0**	**1**	***NC**	**11**	**0.08**	**32**	**0.26**	**-21**	**-65.63**
Aggravated	0	0	No Change	*NC	0	0.00	8	0.06	-8	-100.00
Other Assaults	1	0	1	*NC	11	0.08	24	0.19	-13	-54.17
Burglary	**0**	**0**	**No Change**	***NC**	**10**	**0.08**	**5**	**0.04**	**5**	**100.00**
Habitation	0	0	No Change	*NC	8	0.06	3	0.02	5	166.67
Building	0	0	No Change	*NC	2	0.02	2	0.02	No Change	0.00
Theft	**4**	**14**	**-10**	**-71.43**	**115**	**0.89**	**110**	**0.89**	**5**	**4.55**
Burglary Vehicle	2	0	No Change	*NC	13	0.10	3	0.02	10	*NC
Burglary Coin-Op Machine	0	0	-12	-85.71	0	0.00	0	0.00	No Change	-4.67
Thefts	2	14	-12	-85.71	102	0.79	107	0.86	-5	-4.67
Motor Vehicle Theft	0	0	**No Change**	***NC**	0	**0.00**	0	**0.00**	**No Change**	***NC**
Runaway	1	0	**1**	***NC**	5	**0.04**	4	**0.03**	**1**	**25.00**
Other	**7**	**5**	**2**	**40.00**	**49**	**0.38**	**47**	**0.38**	**2**	**4.26**
Drug/Alcohol Offenses	1	3	-2	-66.67	26	0.20	25	0.20	1	4.00
Criminal Mischief/DOC	4	0	4	*NC	5	0.04	2	0.02	3	150.00
Other	2	2	No Change	0.00	18	0.14	20	0.16	-2	-10.00
Warrants	0	0	**No Change**	***NC**	31	**0.24**	13	**0.11**	**18**	**138.46**
TOTAL CHARGES*	**12**	**19**	**-7**	**-36.84**	**221**	**1.71**	**211**	**1.71**	**10**	**4.74**
# Juvenile Custodies	13	17	-4	-23.53	177	1.37	177	1.43	No Change	0.00
# Juvenile Curfew Contacts	7	3	4	133.33	62	0.48	34	0.27	28	82.35
# Juvenile Curfew Citations	7	3	4	133.33	60	0.46	73	0.59	-13	-17.81

RESPONSE TIME FOR EMERGENCY CALLS FOR SERVICE

	MONTHLY				YEAR TO DATE			
CALL TYPE	Monthly Totals	Avg Response	Previous Month's Totals	Previous Month's Avg Response	YTD 2012 Response	YTD 11 Response	Amount of Change	Percent Increase/ Decrease
Domestic Disturbance	86	0:09:05	93	0:07:36	0:08:16	0:07:44	0:00:33	7.02
Fight in Progress	9	0:04:06	2	0:05:02	0:04:12	0:03:34	0:00:38	17.92
Major Vehicle Accident	68	0:07:26	80	0:07:43	0:07:35	0:07:19	0:00:16	3.66
Robbery Alarm	25	0:06:32	15	0:06:13	0:05:41	0:05:55	-00.14	-3.88
TOTALS	**188**	0:07:55	**190**	0:07:31	0:07:35	0:07:14	0:00:20	**4.68**

RESPONSE TIME FOR NON-EMERGENCY CALLS FOR SERVICE

	MONTHLY				YEAR TO DATE			
CALL TYPE	Monthly Totals	Avg Response	Previous Month's Totals	Previous Month's Avg Response	YTD 2012 Response	YTD 11 Response	Amount of Change	Percent Increase/ Decrease
Burglary of Building	8	0:19:28	9	0:12:35	0:22:57	0:14:15	0:08:41	60.96
Burglary of Home	20	0:16:49	16	0:11:42	0:13:39	0:14:18	-00:38	-4.47
Burglary of Vehicle	58	0:20:14	71	0:10:53	0:16:03	0:14:38	0:01:24	9.62
Deliver Message	4	0:12:19	0	0:00:00	0:12:21	0:14:03	-01:42	-12.05
Criminal Mischief	91	0:13:25	74	0:16:22	0:14:44	0:18:42	-03:58	-21.20
TOTALS	**181**	0:16:13	**170**	0:13:26	0:15:44	0:16:23	-00:39	**-3.98**

AGENDA ITEM #10.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

Date: **January 11, 2013**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

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

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

There have been no meetings of these committees since your last meeting.

AGENDA ITEM #11.

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

5:00 PM

WEDNESDAY, JANUARY 09, 2013

MINUTES

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

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

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 5:00 p.m. with a quorum present.

Representing staff: Deputy City Manager Henry Hill; Assistant City Manager Nell Lange, Assistant City Manager Ron Patterson; City Secretary Jenny Page; City Attorney Richard Abernathy; Assistants to the City Manager John Eaglen and Kathleen Stewart; Engineering Director Paul Knippel; Library Services Director Shelley Holley; Library Systems Coordinator Gary Werchan: Administrative Services Director Tom Johnston; EDC President Jim Gandy;

Assistant Fire Chief Paul Siebert; Finance Director Anita Cothran; Interim Police Chief John Bruce; Housing Coordinator Chris Bohen; Parks and Recreation Director Rick Wieland; Public Safety Director Todd Renshaw; Communications Director Dana Baird; Sr. Traffic Engineer Sean Merrell; and Stormwater Administrator Perry Harts.

CLOSED SESSION

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

John Keating moved to enter Closed Session at 5:01 p.m. Tim Nelson seconded the motion.

Passed

Vote: 6 - 0

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

Against: (None)

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:

No discussion.

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

i. Bordered by Eldorado Parkway on the north, FM 423 on the west, Preston Road on the east and SH121 on the south.

C. Section 551.087. 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 6:12 p.m. Bob Allen seconded the motion.

Passed

Vote: 6 - 0

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

Against: (None)

INVOCATION

Deputy Mayor Pro-Tem Scott Johnson led the invocation.

PLEDGE OF ALLEGIANCE

Deputy Mayor Pro-Tem Scott Johnson led the Pledge of Allegiance to the United States Flag and the Texas Flag.

Since the Closed Session recessed earlier than expected, Mayor Maso continued with Reports to ensure the Proclamation recipients were present and took many items out of order throughout the meeting.

PROCLAMATIONS

4. Texas Section of the American Society of Civil Engineers--Centennial Year 2013

Sean Merrell, P.E., PTOE, ASCE Dallas Branch President and City of Frisco Sr. Traffic Engineer accepted a proclamation on behalf of the Texas Section of the American Society of Civil Engineers- Centennial Year 2013. Mr. Merrell was joined on stage with members of the organization.

Mayor Maso continued with Citizen's Input at 7:22 p.m.

REPORTS

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

Director of Engineering Paul Knippel reported on the roads, traffic, water and sewer projects for the month of December.

Mayor Maso continued with Item 8.

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

Director of Parks and Recreation Rick Wieland gave a report on Park and Trail Development, Facilities, Special Events and Youth Development for the month of December. Mr. Wieland reported on the upcoming Trick-a-Trout, Winter Games, and Daddy Daughter Dance events.

Mayor Maso continued with Proclamations.

7. Library report on usage and programming activities

   Library Director Shelley Holley gave a report on usage and programming activities for the month of November.

   Mayor Maso continued with Item 6 - Parks report.

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

   Jeff Cheney reported that the Budget and Audit Committee will be moved to next Tuesday and there were no other meetings to report on.

   Mayor Maso continued with the Consent Agenda.

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

No one wished to speak and Mayor Maso moved to Item 15.

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: 6 – 0

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

Against: (None)

9. Consider and act upon the approval of the minutes from the December 10, 2012 Special City Council meeting, December 12, 2012 Emergency meeting, December 12, 2012 Joint CVB and City Council meeting, and the December 18, 2012 Regular City Council meeting. (CSO/JP)

10. Consider and act upon approval of purchase orders to Motorola for the purchase of portable radios and accessories for five (5) new Fire apparatus. (Fire/TJ)

11. Consider and act upon approval of a purchase order to Lea Park & Play, Inc. for

the purchase of engineered wood fiber playground surfacing material. (Parks/TJ)

12. Consider and act upon approval of purchase orders to Kubota Tractor Corporation for the purchase of five (5) Kubota diesel z-turn mowers and three (3) Kubota wide area mowers. (Parks/TJ)

13. Consider and act upon award of bid 1310-007, Loose Equipment for the Frisco Fire Department to Ferrara Fire Apparatus, Inc., Fire Supply Inc. and Municipal Emergency Services. (Fire/TJ)

REGULAR AGENDA

14. Consider and act upon adoption of the City of Frisco 2013 State Legislative Agenda (CMO).

Assistant to the City Manager John Eaglen and Deputy City Manager Henry Hill presented a draft of the City of Frisco 2013 State Legislative Agenda and presented two items to be removed. After discussion, other changes were proposed by Council and an updated document is attached at Exhibit A.

Bob Allen moved to approve adoption of the City of Frisco 2013 State Legislative Agenda subject to changes discussed during the meeting as reflected in Exhibit A. Tim Nelson seconded the motion.

Passed

Vote: 6 – 0

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

Against: (None)

Mayor Maso returned to Item 7- Library Report.

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

- Revise the 2013 Legislative Agenda as approved.
- Revise Council Reports on the Agenda template.

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

Deputy Mayor Pro Tem Scott Johnson gave the council a grade of A for tonight's meeting.

ADJOURN

Scott Johnson moved to adjourn at 7:27 p.m. Jeff Cheney seconded the motion. Passed

Vote: 6 – 0

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

Against: (None)

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

_____

Maher Maso, Mayor

Attest:

_____

Jenny Page, City Secretary

AGENDA ITEM #12.

FRISCO
PROGRESS IN MOTION

Financial Services Department

Memorandum

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

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

From: **Anita Cothran, Director of Finance**

Date: **January 7, 2013**

Subject: **Consider and Act Upon Authorizing the City Manager to Execute an Agreement between the City and the Frisco Association for the Arts**

Action Requested: City Council approval authorizing the City Manager to execute an agreement between the City and the Frisco Association for the Arts to continue the local arts mission.

Background Information: The City Council approved the City Budget in September of 2012 which included funding through the Hotel/Motel Fund for the agreement that is the subject of this agenda item.

The agreement is for the continuation of the operation of the Frisco Association for the Arts (the "FAA") which had had within its mission to serve as the umbrella organization coordinating with and providing funding for various local arts groups in Frisco. While the FAA continues this mission they have also taken on the role of managing and operating the Frisco Discovery Center through a contract with the Frisco Community Development Corporation. This role has enhanced the FAA's ability to support local arts by now having a facility in which both performing and visual arts have access to a local venue for their use.

The City entered into the original agreement with the Frisco Association for the Arts (FAA) in October 2003. The FAA is committed to promoting, financing and facilitating public displays and performances of the arts and the City desires to promote, encourage, improve and foster the development of fine arts to attract visitors and tourists. The original agreement was for one year only with no extension clauses.

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Financial Considerations: The funds for this agreement are budgeted from the Hotel/Motel Fund in FY 2013, approved by the City Council on September 18, 2012. The City appropriated $75,000 for this agreement.

Legal Review: The City Attorney wrote the agreement and approved as to form.

Supporting Documents:

- ✓ FAA Operating Budget with Expenditure Analysis/breakdown
- ✓ Agreement

Exhibit 1

AGREEMENT BETWEEN THE CITY OF FRISCO, TEXAS AND THE FRISCO ASSOCIATION FOR THE ARTS

THIS agreement between the City of Frisco, Texas, a Texas home-rule municipal corporation, ("City" or "Frisco") and Frisco Association for the Arts, Inc., a Texas non-profit corporation, ("Contractor") is entered into effective as of the date written below ("Agreement").

RECITALS

WHEREAS, Contractor was established for the purpose of, and is committed to, promoting, financing and facilitating public displays and performances of the arts; and

WHEREAS, City desires to promote, encourage, improve and foster the development of fine arts to attract visitors and tourists by making Frisco more appealing to the world, to culturally enrich and benefit visitors, tourists and citizens of Texas so that they will repeatedly visit Frisco, and to develop in Frisco and to attract to Frisco outstanding displays and performances in the field of fine arts through appropriate programs of publicity that will attract visitors and tourists; and

WHEREAS, City has determined the most effective way to accomplish the objectives stated herein and to develop fine arts in a manner that encourages visitors and tourism to Frisco is to provide funds to Contractor to perform such activities; and

WHEREAS, Contractor has demonstrated its ability to perform such activities; and

WHEREAS, the City Council of the City ("City Council") finds that expending public funds to meet the objectives stated herein is a valid public purpose; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to develop fine arts programs in a manner that encourages visitors and tourism.

NOW, THEREFORE, for and in consideration of the covenants, obligations and mutual promises made herein, the parties agree as follows:

ARTICLE I
PURPOSE/AMOUNT OF FUNDING

The purpose of this Agreement is to provide terms and conditions under which City shall make available to Contractor a sum of seventy five thousand dollars ($75,000.00) ("Funds") to be used as described in this Agreement.

The City's source of the Funds is municipal hotel occupancy taxes ("Taxes") authorized by Chapter 351 of the Texas Tax Code. The funding is budgeted for the 2012-2013 fiscal year of the City, and in consideration of said budgeting Contractor shall abide by the terms and conditions of this Agreement.

Following approval of the Contractor's budget for the Funds, as required by Article II, City shall disburse the Funds to Contractor.

ARTICLE II
PERMITTED USES OF FUNDS/CONDITIONS OF USE

Contractor shall only use the Funds as set forth in this Agreement. Any Funds not used as set forth herein shall promptly be returned to City.

Contractor must maintain the Funds in a separate account and may not commingle the Funds with any other revenue of Contractor.

The City Council is required by law to approve in advance that portion of Contractor's annual budget relating to the Funds since it is delegating to Contractor the promotion of tourism through the encouragement, promotion, improvement, and application of the arts by the use of Taxes. Prior to City releasing the Funds to Contractor, Contractor shall submit a budget, setting forth in detail how the Funds will be used and expended by Contractor, to City Council for approval.

Funds shall be used by Contractor for:

a. Public displays of fine art;
b. Public performances of the arts;
c. Administrative expenses, including day-to-day operations, supplies, salaries and office rental, only if such administrative expenses are incurred directly in the promotion and servicing of expenditures authorized herein; or
d. Other such expenditures that will promote, encourage, improve and foster the development of fine arts to attract visitors and tourists to Frisco, as pre-approved by the City Council.

ARTICLE III
REQUIRED REPORTING

Not later than thirty (30) days following the end of a quarter, Contractor shall submit a report to the City Council listing in detail the expenditures made with the Funds and providing a general explanation of how the expenditures furthered the public purpose and objectives of this Agreement.

Contractor shall maintain complete and accurate financial records of each expenditure of Funds and, on request of City Council or the City manager, shall make the records available for inspection and review by an authorized City representative. The records shall be made available during regular business hours and not later than three (3) business days after requested to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to City upon request.

The City shall have the right to review any and all contracts or grants to be paid for, in whole or in part, with Funds prior to execution by the Contractor, and to require that such terms

and conditions as it deems necessary to protect the City's interests be modified, added or deleted. Contractor will provide as much notice to City as is reasonably practicable prior to execution of the afore-mentioned contracts or grants, and City will be provided a reasonable amount of time to review and approve the contracts.

Contractor agrees to on-site inspection of its facilities and/or programs by the City, at City's option.

Improper use of Funds provided by City may result in the termination of this Agreement, forfeiture of any outstanding Funds to be provided by the City and/or return of previous Funds received from the City.

ARTICLE IV
PROHIBITED INTEREST

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

ARTICLE V
INDEMNITY

Contractor 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, in any way arising out of, related to, or resulting from the performance of the services caused by the negligent act and/or intentional act and/or omission of Contractor, its officers, agents, representatives, employees, subcontractors, licensees, invitees or any other third parties from whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve 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 Contractor's obligation to defend City or as a waiver of Contractor'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 Contractor shall be liable for all costs incurred by City.

ARTICLE VI
MISCELLANEOUS PROVISIONS

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

If to City, to:
City of Frisco, Texas
Attn: City Manager
6101 Frisco Square Blvd.
Frisco, TX 75034

If to Contractor, to:
Frisco Association for the Arts
8004 North Dallas Parkway
Frisco, TX 75034

b) 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.

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

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

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

f) 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.

g) 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.

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

i) 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.

j) Sovereign Immunity. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

k) Assignment. This Agreement or any part thereof may not be assigned.

l) Term. Unless otherwise terminated as provided herein, this Agreement shall terminate after Contractor has used all of the Funds and the final quarterly report required to be submitted to the City Council by the Contractor is accepted by the City Council.

m) Termination. This Agreement may be terminated by the City Council if Contractor fails to perform any obligations hereunder or improperly uses the Funds. The City Council may require Contractor to return any Funds previously received if the Funds are not used as provided herein.

CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager
Date: _____

FRISCO ASSOCIATION FOR THE ARTS, INC.

By: _____
David Natinsky, President Richard Oldham Vice President
Date: _____

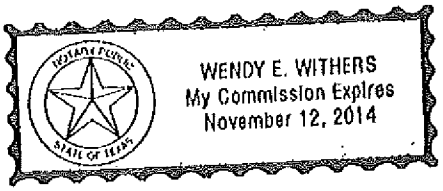
APPROVED AS TO FORM:

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

STATE OF TEXAS §
§
COUNTY OF COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared Richard Oldnam 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 Frisco Association for the Arts, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, 20 13



Notary Public in and for the
State of Texas

My Commission Expires: Nov. 12th, 2014

STATE OF TEXAS §
§
COUNTY OF COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for the City of Frisco, Texas, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 20__.

_____
Notary Public in and for the
State of Texas

My Commission Expires: _____

EXHIBIT A

AFFIDAVIT

THE STATE OF TEXAS §

COUNTIES OF COLLIN/DENTON §

I, _____ 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 a substantial interest in a business entity that would be peculiarly affected by my work or decision on the project as those terms are defined in Article 988b, V.T.C.S.

The business entity is: _____
have/has) a substantial interest in this business entity for the following reasons: (Check all which are applicable)

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

___ Ownership of $2,500 or more of the fair market value of the business entity.

___ Funds received from the business entity exceed 10% of income for the previous year.

___ Real property is involved and have an equitable or legal ownership with a fair market value of at least $2,500.

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

___ Other: _____

Upon the filing of this affidavit with the City of Frisco, Texas, I affirm that I will abstain from acting on any decision involving this business entity and from any further participation on this matter whatsoever.

Signed this _____ day of _____, 20__.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____ 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 _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

My commission expires: _____

Frisco Association for the Arts\FDC 2012-2013 Proposed Operating Budget

Approved: 16-Aug-12

	Description	FAA Categories	2011/2012 Budget	Actual at 31-May-12	Est Actual at FYE	FY2013 Budget	NOTES
		Fund Balance, Beginning	49,411.69		49,411.69	37,851.90	
	REVENUES						
42900	GRANT INCOME	Other Grants	0.00	0.00	0.00	0.00	
42910	PROGRAM INCOME-GRANTS		0.00	0.00	0.00	0.00	
43000	CHARGES FOR SERVICES	Income from Tenant	3,706.54	1,670.67	2,906.18	3,750.00	
43843	TICKET SALES		0.00	0.00	0.00	0.00	
43844	SPECIAL EVENT ENTRY FEES	Gala-Event, Fundraising, FAA Special Events	30,000.00	25,900.14	34,150.14	45,000.00	1
43855	MARKETING FEE		1,000.00	0.00	0.00	0.00	
43880	FACILITY USE FEE	Facility Rental Income	51,000.00	51,086.02	68,086.02	65,000.00	2
45000	INTEREST INCOME-INVESTMENTS	Interest Income	250.00	147.70	231.03	250.00	
46000	CONTRIBUTION	Contributions	250.00	3,230.40	3,230.40	250.00	
46010	SPONSORSHIPS		5,000.00	6,250.00	6,500.00	5,000.00	
49000	OTHER REVENUES	Memberships, Vending %, Newsletter, etc.	5,000.00	5,853.65	6,500.00	5,000.00	
51250	TRANSFERS IN-HOTEL/MOTEL	Hotel/Motel	75,000.00	75,000.00	75,000.00	75,000.00	3
51700	TRANSFERS IN-CDC		70,000.00	70,000.00	70,000.00	75,000.00	4
		Total Revenues	241,206.54	239,138.58	266,603.77	274,250.00	
		Total Funds Available	290,618.23	239,138.58	316,015.46	312,101.90	
	EXPENSES						
60100	SALARY & WAGES	Payroll	120,000.00	80,715.55	120,715.55	128,944.00	5
60300	SOCIAL SECURITY	(Includes SS and MC)	9,180.00	6,170.69	9,230.69	9,705.45	6
60340	WORKERS COMP		0.00	230.06	230.06	1,026.00	
60350	UNEMPLOYMENT TAXES		0.00	0.00	0.00	0.00	
61100	OFFICE SUPPLIES	Supplies, postage, printing	3,500.00	1,275.23	2,441.90	3,500.00	
61160	FOOD AND PROVISIONS		500.00	138.00	304.67	500.00	
61350	JANITORIAL SUPPLIES	Janitorial Services	15,000.00	8,753.00	13,753.00	16,000.00	7
61450	FIRE PROTECTION SUPPLIES	Security System Monitoring	900.00	330.00	330.00	900.00	
61463	MEDIAN/IRRIGATION SUPPLIES	Landscape Maintenance	900.00	631.19	931.19	3,660.00	8
61500	PROMOTIONAL ITEMS	T-shirts, etc. for membership	1,000.00	0.00	0.00	2,500.00	
61910	INVENTORY <$5000 - FURNITURE		10,850.00	665.47	4,282.14	0.00	9
61950	INVENTORY <$5,000 - EQUIPMENT		1,800.00	4,941.14	5,541.14	3,000.00	10
62100	BUILDING MAINTENANCE		4,000.00	0.00	0.00	4,000.00	
62110	EXTERMINATING		600.00	595.36	795.36	875.00	
62350	MAINTENANCE - HVAC		1,500.00	0.00	0.00	1,500.00	
62550	COMPUTER SOFTWARE	Software & other computer services	1,750.00	882.63	882.63	2,750.00	11
64100	TELEPHONE (DATA)		2,800.00	1,777.28	2,710.61	2,800.00	
64500	ELECTRICITY	Utilities	24,000.00	8,647.51	16,647.51	22,000.00	12
64510	NATURAL GAS		3,600.00	632.49	1,832.49	3,000.00	13
64520	WATER & SEWER		1,000.00	403.62	736.95	1,000.00	
64530	SANITATION		3,024.00	48.77	118.77	3,024.00	
65100	RENTAL OF EQUIPMENT		1,200.00	1,316.00	1,716.00	2,000.00	
66110	OUTSIDE PRINTING		1,200.00	1,781.89	2,181.89	3,000.00	14
68140	PROFESSIONAL SERVICES	Professional Fees	8,000.00	2,490.00	3,490.00	7,540.00	
68150	INSURANCE	Insurance - (Director, officers, umbrella, general liability, property)	12,500.00	8,650.68	12,817.35	13,000.00	
68160	ADVERTISING	Advertising	1,000.00	632.24	965.57	3,600.00	15
68165	PROMOTIONAL/MARKETING		1,000.00	124.00	457.33	1,000.00	
69200	DUES & SUBSCRIPTIONS	Organizational Memberships	600.00	301.90	301.90	1,250.00	
76800	COPIER/REPRODUCTION SERVICES		900.00	0.00	0.00	0.00	
77140	POSTAGE/COURIERS		500.00	326.75	493.42	1,000.00	
77160	DEPOSITORY BANK FEES	Bank Charges	350.00	60.51	144.00	150.00	
77170	CREDIT CARD TRANSACTION FEES		250.00	653.71	737.04	750.00	
78900	GRANT EXPENSES	Beneficiary Funding	40,000.00	26,200.00	39,533.33	40,000.00	
80255	TRANSFER OUT - SPECIAL EVENTS	Gala-Event, Fundraising, FAA Special Events	18,000.00	27,841.07	33,841.07	25,000.00	
	FACILITY IMPROVEMENTS		0.00	0.00	0.00	0.00	
	FACILITY MAINTENANCE		0.00	0.00	0.00	0.00	
		Total Expenses	291,404.00	187,216.74	278,163.56	308,974.45	
		Fund Balance, Ending	(785.77)	51,921.84	37,851.90	3,127.45	

City Fiscal Year - October 1, 2011 - September 30, 2012

@ September 30, 2012

Receipt of Funds:

Receipt: 100% of grant		$ 75,000
Balance Remaining from Prior Year Funding @ January 1, 2012	$ -	

Utilization of Funds:

October 1, 2011 - September 30, 2012

Direct Support of Art related Non-Profits for Performances/Events held in Frisco:

Frisco Storytelling Festival	$ 10,000
Frisco Chorale	$ 3,500
Frisco Community Theater	$ 6,900
Frisco Area Children's Theater	$ 6,000
Plano Symphony Orchestra	$ 3,000
Frisco Ballet	$ 3,000
Total Direct Support - Oct. 1, 2011 - September 30, 2012	$ 32,400

Indirect Support of Art related Non-Profits for Performances/Events held in Frisco:

Frisco Arts - Frisco Discovery Center, 8004 N. Dallas Parkway, Suite 200, Frisco, Texas 75034
359 events, 19,950 attendees/participants (detail below)

Salary, Insurance, Utilities
to operate facility

Total Indirect Support - Oct. 1, 2011 - September 30, 2012	$ 41,810
Adjust for Maximum Admin Reimbursement Available ($22,744)	$ (19,066)
Total Hotel Motel Expenditures - Oct. 1, 2011 - September 30, 2012	$ 55,144

Outstanding Direct Support of Art related Non-Profits for Performances/Events held in Frisco:

Summary of events held at Frisco Arts Center during above period:

Month	Events	Attendees
Oct-11	89	5,851
Nov-11	49	3,836
Dec-11	33	2,487
Jan-12	52	1,455
Feb-12	67	3,023
Mar-12	69	3,298
Apr-12	59	3,754
May-12	57	3,115
Jun-12	86	4,785
Jul-12	93	2,937
Aug-12	99	8,227
Sep-12	82	4,667
12-Month Total	835	47,435

Events include: theatre auditions, rehearsals & performances, classes, workshops, art exhibits, receptions, meetings, birthday parties, movies, concerts, banquets, piano recitals, award ceremonies, band rehearsals, church services, recitals. Plano Symphony Orchestra Family Series and audtions, Gala/fundraisers. Human Trafficking Awareness event, summer camps, retail events, dance night, comedy festival, and family reunions.

Attendees from: Frisco, Celina, Prosper, Princeton, Sherman, Denton, McKinney, Allen, Plano, Dallas, Little Elm, Melissa, Garland, The Colony, Richardson, Ft. Worth, Mesquite, Van Alstyne, Anna, Florida

City Fiscal Year - October 1, 2012 - September 30, 2013

@ December 31. 2012, 2012

Receipt of Funds:

Receipt: 0% of grant		$ -
Balance Remaining from Prior Year Funding @ January 1, 2013	$ 19,856	

Utilization of Funds:

October 1, 2012 - September 30, 2013

Direct Support of Art related Non-Profits for Performances/Events held in Frisco:

Total Direct Support - Oct. 1, 2012 - September 30, 2013	$ -

2012 Funds not yet Distributed

Chamberlain Performing Arts	$ 4,000
Children's Chorus of Collin County	$ 2,500
Collin County Ballet Theatre	$ 3,000
Frisco Community Band	$ 3,556
Institute of Global Music and Arts	$ 1,800
Visual Arts Guild of Frisco	$ 5,000
Total Outstanding 2012 Funds	$ 19,856

Indirect Support of Art related Non-Profits for Performances/Events held in Frisco:

Frisco Arts - Frisco Discovery Center, 8004 N. Dallas Parkway, Suite 200, Frisco, Texas 75034
359 events, 19,950 attendees/participants (detail below)

Salary, Insurance, Utilities
to operate facility

Total Indirect Support - Oct. 1, 2012 - September 30, 2013	$ -
Total Hotel Motel Expenditures - Oct. 1, 2012 - September 30, 2013	$ -

Outstanding Direct Support of Art related Non-Profits for Performances/Events held in Frisco:

Summary of events held at Frisco Arts Center during above period:

Month	Events	Attendees
Oct-12	*	*
Nov-12	*	*
Dec-12	*	*
3-Month Total	*	*

**Note: Information not available. Will provide in next report.*

AGENDA ITEM #13.

FRISCO

Financial Services Department

Memorandum

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

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

From: **Anita Cothran, Finance Director**
Danny Collier, Assistant Finance Director

Date: **January 7, 2013**

Subject: **Review, Approve and Adopt the City of Frisco Investment Policy and Strategies**

Action Requested: City Council review, approval and adoption of the City of Frisco's Investment Policy and Strategies as presented.

Background Information: The Public Funds Investment Act of the Texas Government Code requires local governments to formally adopt a written investment policy. Chapter 2256, subchapter (e) requires the governing body to annually review and approve the policy. We submit for your approval in January of each year. Our investment advisor, First Southwest Asset Management (FSAM) is recommending no changes to the policy this year. FSAM also provided a letter regarding the review of the policy. According to our investment advisor the policy is in full compliance with state laws and requirements.

Board/ Citizen Input: None.

Financial Considerations: None.

Legal Review: None.

Supporting Documents: Investment Policy, FSAM Letter.

FirstSouthwest
A PlainsCapital Company

300 W. 6th Street
Suite 1940
Austin, Texas 78701
512-481-2009

Scott McIntyre
Senior Vice President
Scott.mcintyre@firstsw.com

POLICY REVIEW

December 11, 2012

Ms. Anita Cothran
Director of Finance
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

Dear Anita:

As requested, First Southwest Asset Management, Inc. has performed a review of the City of Frisco ("the City")'s written investment policy to determine compliance with the Texas Public Funds Investment Act ("the Act"), Texas Government Code, Chapter 2256. Our review was limited in scope, with the primary purpose being to evaluate whether City policy conforms to guidelines of the Act. We did not seek to ensure that all City funds and procedures are addressed in the policy, nor have we reviewed compliance with the policy or internal controls of the City. Because the Texas Legislature did not meet in 2012, there were no changes to the Act itself, and thus, no required changes to policy. Based upon our review, we have reached the following conclusion:

We believe that all necessary language as required by the Texas Public Funds Investment Act (the "Act"), as amended in the 82nd Texas Legislative session, is present in the City of Frisco Investment Policy.

Please contact me with any questions you might have regarding this review.

Sincerely,

Scott McIntyre, CFA
Senior Portfolio Manager

Cc: Mr. Danny Collier, City of Frisco

CITY OF FRISCO, TEXAS

INVESTMENT POLICY

Revised & Adopted:

January15, 2013

INVESTMENT POLICY

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I. PURPOSE

It is the policy of City of Frisco, Texas that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Ordinance requirements, formal Investment Policy and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

A. Formal Adoption

This Investment Policy is authorized by the City of Frisco City Council in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, as amended, which requires the adoption of a formal written Investment Policy

B. Scope

This Investment Policy applies to all of the investment activities of the City of Frisco, including but not limited to investment of general funds, reserve funds, interest and sinking funds and bond funds. Retirement funds are not governed by this policy. This Policy establishes guidelines for who can invest City funds, how City funds will be invested, and when and how a periodic review of investments will be made. In addition to the guidelines of this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their governing resolution and all applicable State and Federal Law.

C. Review and Amendment

This written investment policy and related fund strategies shall be reviewed annually by the City Council. Amendments must be approved and adopted by the City Council. The City Council shall adopt a written resolution stating that it has reviewed the investment policy and investment strategies.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether from security defaults or erosion of market value.

The City shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type.

B. **Maintenance of Adequate Liquidity**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; maintaining appropriate portfolio diversification; and by investing in eligible money market mutual funds and local government investment pools.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

C. **Return on Investments**

The City shall invest local funds in investments that yield a competitive market rate of return while providing necessary principal protection consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market rate and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

III. RESPONSIBILITY AND STANDARD OF CARE

A. **Delegation of Authority**

The Director of Finance and the Assistant Director of Finance shall be the "Investment Officers" of the City. As Investment Officers, they are authorized by the City Council to cause the investment of all available funds consistent with this policy. Because of the various duties and responsibilities related to managing the investment portfolio, the Director of Finance or the Assistant Director of Finance may delegate specific duties and responsibilities to an accountant. No person may engage in an investment transaction except as provided under the terms of this policy. The City Council may also appoint additional Investment Officer(s) by resolution.

B. **Standard of Care**

The standard of care used by the City shall be the "prudent investor rule", as set forth in Tex. Gov't Code Ann. Sec. 2256.006, and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Prudent Investor Rule states that:

> "Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

Investment of funds shall be governed by the following investment objectives, in order of priority:

1) preservation and safety of principal,
2) liquidity, and
3) yield

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather that the prudence of a single investment shall be considered. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

The designated Investment Officers shall adhere to the City of Frisco Policy – Code of Conduct.

C. Conflict of Interest

The designated Investment Officers shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the City a statement disclosing any personal business relationship with any business or individual seeking to sell investments to the City, or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City. For purposes of this subsection, an Investment Officer has a personal business relationship with a business organization if:

1) The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

2) Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or

3) The Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

D. Establishment of Internal Controls

The Director of Finance shall establish written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this policy, fraud, employee error, misrepresentation by third-parties, or imprudent actions by employees and officers of the City.

Duties related to investment activities will be delegated so that segregation of duties will be maintained with respect to purchasing, recording, authorizing and reconciling investment accounts. All investment purchases must be authorized by the Director of Finance and the Assistant Director of Finance.

IV. INVESTMENT ADVISORS AND BROKER / DEALERS

A. Investment Advisors

The Director may select an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker compliance, security selection, competitive bidding, investment reporting and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

Investment Advisors shall agree that investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the City.

Appointment of an Investment Advisor shall otherwise be according to the City's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the Director the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed two years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

Investment Advisors shall additionally prepare, at least on a quarterly basis, a comprehensive portfolio report that includes, at a minimum, the following information:

- ✓ Current portfolio status,
- ✓ Transactions and activity for the period,
- ✓ Investment maturity schedule,
- ✓ Security-type allocation,
- ✓ Income earned,
- ✓ Yield analysis (including benchmarks), and
- ✓ Book value versus market value comparison.

B. **Broker / Dealer Selection and Due Diligence**

The City shall establish a list of approved broker/dealers, which qualify under SEC rule 15C3-1 (uniform net capital rule) from which it will conduct security transactions. Each prospective business organization must provide current financial statements, resumes of key sales personnel and a completed broker/dealer questionnaire. The Financial condition of each qualified firm shall be reviewed annually.

In addition, business organizations eligible to transact investment business with the City shall be presented a written copy of this Investment Policy. Additionally, the qualified representative of the business organization offering to engage in an investment transaction with the City shall execute a written instrument in a form acceptable to the City and the business organization substantially to the effect that the business organization has:

1) Received and reviewed the investment policy of the City; and

2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

The City shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

The City Council shall, at least annually, review, revise, and adopt a list of qualified Investment Providers that are authorized to engage in investment transactions with the City.

If the City has contracted with an Investment Advisor, the advisor shall be responsible for performing financial due diligence on the City's behalf. On an annual basis, the advisor will provide the City with a list of its authorized Broker/Dealers as well as the written acknowledgement above.

V. AUTHORIZED INVESTMENTS

A. Eligible Investments

City funds governed by this Policy may be invested in:

1) Obligations of the United States or its agencies and instrumentalities, excluding mortgaged backed securities, collateralized mortgage obligations, and real estate mortgage investment conduits.

2) Direct obligations of the State of Texas or its agencies and instrumentalities;

3) Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

4) Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;

5) Fully collateralized repurchase agreement having a defined termination date; placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas; and secured by obligations described by a combination of cash and securities listed in 1- 4 above and pledged with a third-party selected or approved by the City; and having a market value of not less than the principal amount of the funds disbursed. The term repurchase agreement includes reverse repurchase agreements. *Repurchase agreements must also be secured in accordance with State law. Each counter party to a repurchase agreement is required to sign a copy of the Security Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement as approved by the City. An executed copy of this Agreement must be on file before the City*

will enter into any transaction with a counter party. All Master Repurchase Agreements must be approved by the City Council.

6) Certificates of deposit must be issued by a depository institution that has its main office or a branch office in the state of Texas that are:

- Guaranteed or insured by the Federal Deposit Insurance Corporation or its successors; or
- Secured by obligations that are described by 1-4 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities that have a market value of not less than the principal amount of the certificates; or
- Secured in any other manner provided by law for deposits of the City; or
- Governed by a Depository Agreement that complies with Federal and State regulation to properly secure a pledged security interest.

7) Money market mutual funds regulated by the Securities & Exchange Commission, with a dollar weighted average portfolio maturity of 60 days or less that fully invest dollar-for-dollar all City's funds without sales commissions or loads and, whose investment objectives include seeking to maintain a stable net asset value of $1 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund or exceeds 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in money market mutual funds;

8) Local government investment pools organized and operating in compliance with the Interlocal Cooperation Act, as amended, whose obligations are exclusively of the obligations that are described by 1-7 above and whose investment philosophy and strategy are consistent with this Policy and the City's ongoing investment strategy.

To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the City an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- the types of investments in which money is allowed to be invested;
- the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- the maximum stated maturity date any investment security within the portfolio has;
- the objectives of the pool;
- the size of the pool;

- the names of the members of the advisory board of the pool and the dates their terms expire;
- the custodian bank that will safekeep the pool's assets;
- whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- the name and address of the independent auditor of the pool;
- the requirements to be satisfied for the City to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
- the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the City under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the City:

- Investment transaction confirmations; and
- A monthly report that containing the following information:
  - ✓ the types and percentage breakdown of securities in which the pool is invested;
  - ✓ the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
  - ✓ the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
  - ✓ the book value versus the market value of the pool's portfolio, using amortized cost valuation;
  - ✓ the size of the pool;
  - ✓ the number of participants in the pool;
  - ✓ the custodian bank that is safekeeping the assets of the pool;
  - ✓ a listing of daily transaction activity of the entity participating in the pool;
  - ✓ the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
  - ✓ the portfolio managers of the pool; and
  - ✓ any changes or addenda to the offering circular.

To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

B. **Ineligible Investments**

The following are not authorized investments for the City:

1) Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (Interest-Only CMO);

2) Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and pays no interest (Principal-Only CMO);

3) Collateralized Mortgage Obligations (CMOs) that have a stated final maturity date of greater than 10 years; and

4) Collateralized mortgage obligations whose interest rates are determined by an index that adjusts opposite to the changes in the market index (Inverse Floater CMO).

C. Downgrade Provision for Investment Ratings

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The City shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through research, or with the assistance of investment advisors, broker dealers, banks or safekeeping agents.

VI. SAFEKEEPING AND COLLATERALIZATION

A. **Delivery versus Payment Requirement**

The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the City's Safekeeping Agent. By so doing, City's funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

B. **Safekeeping Agreement**

The City shall contract with a bank, or banks, for the safekeeping of securities either owned by the City as a part of its investment portfolio or as part of its depository agreements. All collateral securing bank and savings bank deposits must be held in the City's name by a third-party banking institution acceptable to and under contract with the City, by the Federal Reserve Bank.

Evidence of perfected ownership shall be provided through monthly safekeeping statements which shall be promptly reconciled to internal investment records.

C. **Collateralization**

Consistent with the requirements of State law, the City requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as City's Depositories will be required to sign a Depository Agreement with the City and the City's safekeeping agent. The safekeeping portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

1) The Agreement must be in writing;

2) The Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;

3) The Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the City;

4) The Agreement must be part of the Depository's "official record" continuously since its execution.

D. **Required Collateral Levels**

1) Certificates of Deposit

The market value of the principal portion of collateral pledged for certificates of deposit must at all times be equal to or greater than the par value of the certificates of deposit plus accrued interest, less the applicable level of FDIC insurance.

2) Repurchase Agreements

A repurchase agreement's security value shall be the par value plus accrued interest, and the security's market value must be maintained as a minimum of 102% of the principal value of the repurchase agreement.

E. **Monitoring Collateral Adequacy**

1) Certificates of Deposit

The City shall require monthly reports with market values of pledged securities from all financial institutions with which the City has collateralized deposits. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

2) Repurchase Agreements

Weekly monitoring by the Investment Officers of market values of all underlying securities purchased for City repurchase transactions is required. More frequent monitoring may be necessary during periods of market volatility.

F. **Additional Collateral and Securities**

1) Certificates of Deposit
If the collateral pledged for a deposit falls below the par value of the deposit, plus accrued interest and less FDIC insurance, the institution holding the deposit will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

2) Repurchase Agreements
If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the Investment Officers will request additional securities. If the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial, then the request is not necessary.

G. **Collateral Substitution**

Collateralized deposits often require substitution of securities. Any financial institution requesting substitution must contact the Investment Officers for approval and settlement. The substituted security's value will be calculated and substitution approved if the substitution maintains a pledged value equal to or greater than the required security level. An Investment Officer must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment Officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

VII. REPORTING

A. **Required Reports**

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officers to the City Council. This investment report shall:

1) Describe in detail the investment position of the City,

2) Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:

- ✓ beginning market value for the reporting period;
- ✓ ending market value for the period; and
- ✓ fully accrued interest for the reporting period;

3) State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

4) State the maturity date of each separately invested asset that has a maturity date;

5) State the account or fund or pooled group fund for which each individual investment was acquired; and

6) State the compliance of the investment portfolio with the City's Investment Policy and strategy and the Public Funds Investment Act.

B. **Market Pricing**

The investment portfolio will be marked to market monthly. Pricing information will be obtained from sources deemed reliable by the Director of Finance or the Assistant Director of Finance. These sources may include, but are not limited to, the City's Investment Advisor, the Wall Street Journal, Bloomberg and the City's safekeeping agent.

C. **Compliance Audit**

The City, in conjunction with its annual financial audit, shall require a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies. If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the compliance audit shall be reported to the City Council.

D. **Performance Measurement**

The City will normally seek to invest its funds with an average maturity of less than one year. As a result, an appropriate benchmark to gauge relative performance shall be the six-month Constant Maturity Treasury (CMT).

VIII. INVESTMENT OFFICER TRAINING

The Director of Finance and Assistant Finance Director being designated by the City Council as the Investment Officers of the City must:

1) attend at least one training session relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and

2) attend an investment training session not less than once in a two-year period, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

Training under this section must be provided by an independent source and approved by the City Council. Appropriate training shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

IX. INVESTMENT STRATEGIES

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment strategies by fund are as follows:

A. Operating Funds

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing quality, short-to- medium term securities which will complement each other in a laddered structure. The dollar-weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each security and the maximum allowable maturity shall be two years.

B. Bond Proceeds

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period, which is generally three years for capital projects, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds are subject to yield restriction and shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations. The maximum maturity for all bond proceeds shall not exceed the anticipated project spending dates. Interest in excess of the allowable arbitrage earnings will be segregated and made available for necessary payments to the US Treasury.

C. Debt Service Funds

Investment strategies for Debt Service Funds shall be to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

D. Bond Reserve Funds

Market conditions, Bond Ordinance constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue

E. Other Funds

The anticipated cash requirements of other City funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based upon market conditions. Policy compliance, City financial condition, and other risk return constrains will be considered when formulating investment strategy. Maximum maturity shall not exceed five years and each fund's weighted average life shall not exceed three years.

Glossary of Cash Management Terms

Accretion – common investment accounting entry in which the book value of securities purchased at a discount are gradually written up to the par value. The process has the effect of recording the discount as income over time.

Accrued Interest – Interest earned, but not yet paid, on a bond.

Agency – See Federal Agency

Amortization – common investment accounting entry in which the book value of securities purchased at a premium are gradually written down to the par value.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Benchmark – Index used to compare risk and performance to a managed portfolio.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value – The original acquisition cost of an investment plus or minus the accrued amortization or accretion.

Broker – A financial firm that brings securities buyers and sellers together in return for a fee. The term "broker" is often used interchangeably with "dealer" to refer to a seller of investment securities.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Cash Settlement - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO) – A derivative mortgage-backed security (MBS) created from pools of home mortgage loans. A single MBS is divided into multiple classes, each class containing a unique risk profile and security characteristics. A number of CMO classes are expressly prohibited by Texas State law.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to 270 days. Commercial paper must carry a minimum rating of A1P1 in order to be eligible under the Texas Public Funds Investment Act.

Constant Maturity Treasury (CMT) – A calculated average released by the Federal Reserve of all Treasury yields along a specific maturity point. This calculation is frequently used as a benchmark for conservative government portfolios.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Derivative – Financial instruments whose value is derived from the movement of an underlying index or security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all securities transactions, buying and selling for their own account. Often times, the terms "broker" and "dealer" are used interchangeably to refer to a seller of investment securities.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for securities at the time of delivery either to the purchaser or his/her custodian.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Dollar Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio.

Fair Market Rate – A documented and verifiable rate of interest which approximates the average rate which could have been earned on similar investments at the time of the transaction.

Federal Agency – A debt instrument, either fully guaranteed or sponsored by the U.S. government. The typical definition of agency includes the government sponsored enterprises of Fannie Mae, Freddie Mac, the Federal Farm Credit Bank (FFCB) and the Federal Home Loan Bank (FHLB).

Federal Deposit Insurance Corporation (FDIC) - A federal agency that insures bank deposits, currently up to $250,000 per account (thru December 31, 2013). Public deposits that exceed this amount must be properly collateralized with investment securities or insured through a surety bond.

Interest Rate - See "Coupon Rate."

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

Interlocal Cooperation Act –Law permitting joint participation by local governments providing one or more government functions within the State. This law (Section 791.001 et seq. of the Texas Government Code ("the Act")) has allowed for the creation of investment pools in Texas.

Investment Advisors Act of 1940- Law which requires all Investment Advisors to be registered with the SEC in order to protect the public from fraud.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities. The Texas Public Funds Investment Act requires that public entities have a written and approved investment policy.

Investment Pool – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool.

Liquidity – A liquid investment is one that can be easily and quickly converted to cash without substantial loss of value. Investment pools and money market funds, which allow for same day withdrawal of cash, are considered extremely liquid.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - A security's par amount multiplied by its market price.

Master Repurchase Agreement – A written contract covering all future transactions between the two parties to a repurchase agreement.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mortgage-Backed Security (MBS) – Security backed by pools of home loan mortgages.

Financial Industry Regulatory Authority (FINRA) - formerly the National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value (NAV) – The value of a mutual fund or investment pool at the end of the business day. NAV is calculated by adding the market value of all securities in a fund or pool, deducting expenses, and dividing by the number of shares in the fund or pool.

Offer - An indicated price at which market participants are willing to sell a security. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically $1,000 per bond. A security's par value is multiplied by its coupon rate to determine coupon payment amount.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Primary Government Securities Dealer (Primary Dealer) – One of 21 (as of 12/2011) large government securities dealers who are required to submit daily reports of market activity and monthly financial statements to the New York Federal Reserve Bank. Primary Dealers are required to continually "make a market" in Treasury securities, buying or selling when asked, thereby creating a liquid secondary market for US debt obligations.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Regular Way Delivery - Securities settlement that calls for delivery and payment on the third business day following the trade date (T+3); payment on a T+1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

Repurchase Agreement (repo or RP) - An agreement by one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Swap - Trading one asset for another.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes - Intermediate U.S. government debt securities with maturities of two- to 10-years and issued in denominations ranging from $1,000 to $1 million or more.

Uniform Net Capital Rule - SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

Volatility - A degree of fluctuation in the price and valuation of securities.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield Curve - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities – Securities issued at a discount which make no periodic interest payment. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

AGENDA ITEM #14.

Engineering Services
City of Frisco, Texas

FRISCO
PROGRESS IN MOTION

Memorandum

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

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

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

Date: **January 15, 2013**

Subject: **Consider and act upon award of bid to LH Lacy Construction and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Coit Road (Main Street to Eldorado Parkway) (Bid No. 1311-011) and authorizing construction phase contingencies.**

Action Requested: Consider and act upon award of bid to LH Lacy Construction in the amount of $5,672,894.45 and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Coit Road (Main Street to Eldorado Parkway) (Bid No. 1311-011) and authorize construction phase contingencies.

Background Information: This Project will remove the existing two-lane asphalt roadway and construct a four-lane divided concrete roadway, with room for future expansion to six lanes, from Main Street to Eldorado Parkway. The project includes grading, paving, drainage, sidewalks, street lighting, landscaping and irrigation. The project also includes the installation of approximately 8,000 feet of 36-inch diameter water main along Coit Road connecting to the existing waterlines per the City's Water Master Plan. Construction is expected to begin in February 2013 and is expected to take seven months to complete.

Staff opened six responsive bids on December 13, 2012 with LH Lacy Construction being the low bidder at $5,672,894.45. Bids ranged from $5,672,894.45 to $6,239,512.09. A contingency amount of $200,000 is requested in addition to the bid amount, which will be used during construction 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.

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.

Financial Considerations: Funding for the construction of this project will come from the General Obligation Bond Funds. The project is included in the 2007 Collin County Bond Program. Fifty percent (50%) of the total cost of the project, including engineering and construction, will be reimbursed by Collin County.

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

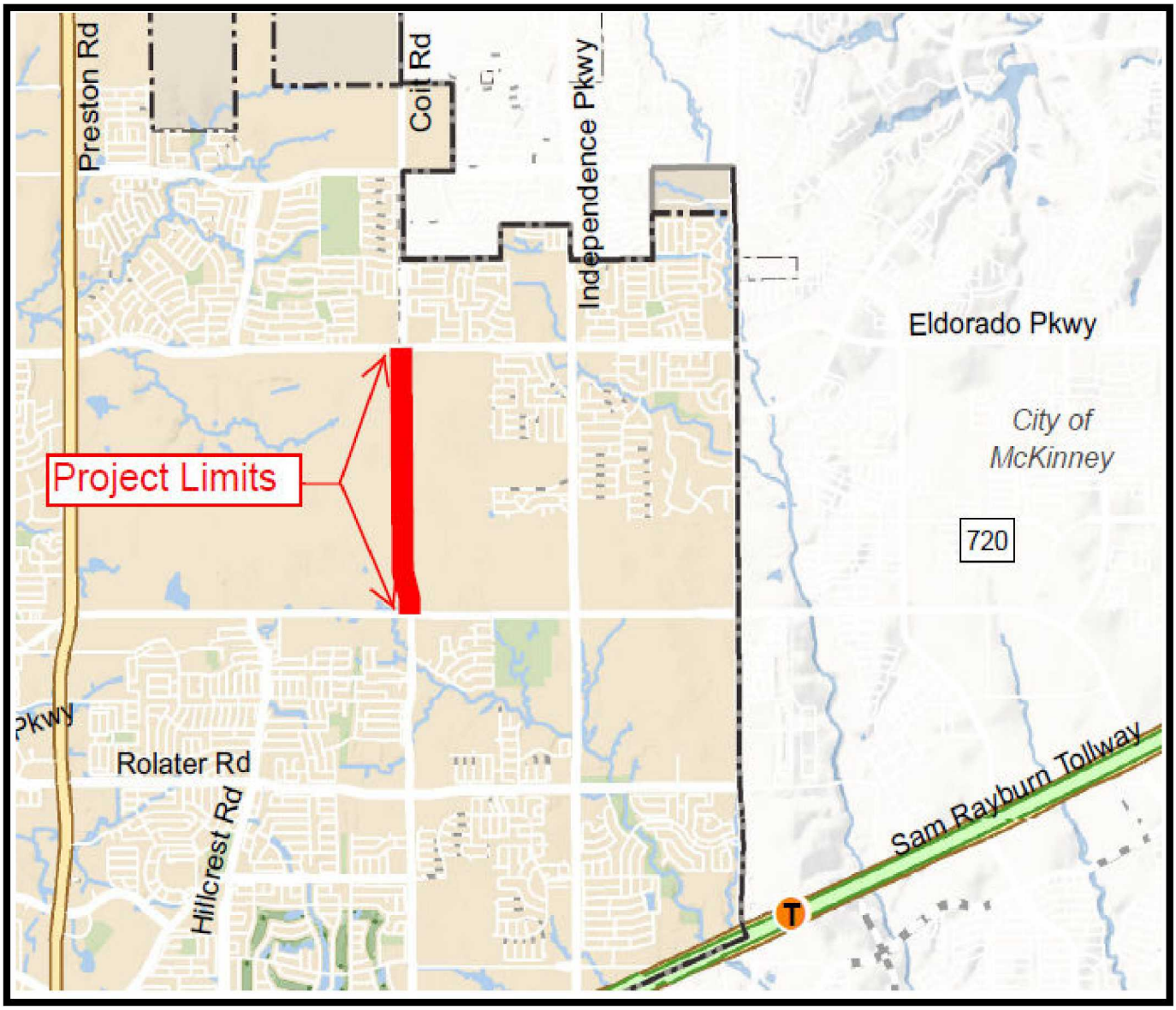
Supporting Documents: Supporting documents include the following items:

- Location Map
- Letter of Recommendation
- Bid Tabs
- Copy of Standard Form of Agreement for Construction Services
- Copy of Resolution

Staff Recommendation: Staff recommends approval of the award of bid to LH Lacy Construction, adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services and $200,000 for construction phase contingencies. Staff will be available during the meeting to address questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Coit Road Improvements
Award of Bid and Standard Construction Contract
Main Street to Eldorado Parkway
January 15, 2013



HALFF

December 18, 2012
27441

Jason Brodigan, P.E.
City of Frisco
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034

RE: Coit Road Improvements – Bid Opening

Dear Mr. Brodigan:

Bids were taken for the referenced project on Thursday, December 13, 2012. The bid tabulation is attached to this letter for reference.

Based on the bid information provided, Halff has confirmed that there were no mathematical errors in the bids submitted and LH Lacy Construction Company, Ltd. is the low bidder.

LH Lacy has previously constructed Halff designed projects of similar scope and size and, to the best of our knowledge, they were able to complete the work for these projects in accordance with the plans and specifications. Based on a review of the bid pricing submitted, there does not appear to be any unbalanced unit pricing.

Based on the information available to us and contingent upon the Contractor's ability to secure the necessary bonds, Halff Associates recommends award of the project in the amount of $5,672,894.45 to LH Lacy Construction Company, Ltd.

Should you have any questions or require any additional information, do not hesitate to contact me.

Sincerely,

HALFF ASSOCIATES, INC.

Michael M. Lesh, P.E.
Project Manager

HALFF ASSOCIATES, INC.
3803 PARKWOOD BLVD., SUITE 800
FRISCO, TX 75034-8641
TEL (214) 618-4570
FAX (214) 618-4574
WWW.HALFF.COM

ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	LH Lacy Construction		Mario Sinacola & Sons		Tiseo Paving		North Texas Contracting		Lone Star Civil		Ed Bell Construction		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Paving																		
P-1	17113	MOBILIZATION	LS	1	$250,000.00	$250,000.00	$290,000.00	$290,000.00	$125,000.00	$125,000.00	$265,000.00	$265,000.00	$300,000.00	$300,000.00	$269,000.00	$269,000.00	$400,257.55	$400,257.55
P-2	24100	GENERAL SITE PREPARATION	LS	1	$125,000.00	$125,000.00	$100,000.00	$100,000.00	$70,500.00	$70,500.00	$100,000.00	$100,000.00	$124,001.97	$124,001.97	$124,000.00	$124,000.00	$150,000.00	$150,000.00
P-3	24100	PAVEMENT REMOVAL	SY	19,923	$4.50	$89,653.50	$3.00	$59,769.00	$2.75	$54,788.25	$3.00	$59,769.00	$1.37	$27,294.51	$3.00	$59,769.00	$13.00	$258,999.00
P-4	24100	REMOVE & DISPOSE EXISTING ASBESTOS CONC WTR LINE	LF	2,598	$18.47	$47,985.06	$12.00	$31,176.00	$19.55	$50,790.90	$3.00	$7,794.00	$26.02	$67,599.96	$11.18	$29,045.64	$50.00	$129,900.00
P-5	24100	REMOVE & DISPOSE EXISTING HEADWALL	EA	2	$685.75	$1,371.50	$750.00	$1,500.00	$630.00	$1,260.00	$1,500.00	$3,000.00	$429.37	$858.74	$1,400.00	$2,800.00	$1,500.00	$3,000.00
P-6	24100	REMOVE & DISPOSE EXISTING INLET	EA	2	$580.25	$1,160.50	$500.00	$1,000.00	$525.00	$1,050.00	$500.00	$1,000.00	$429.37	$858.74	$500.00	$1,000.00	$1,000.00	$2,000.00
P-7	24100	REMOVE & DISPOSE EXISTING SET & PLUG	EA	1	$1,582.50	$1,582.50	$1,000.00	$1,000.00	$210.00	$210.00	$800.00	$800.00	$2,584.50	$2,584.50	$750.00	$750.00	$2,000.00	$2,000.00
P-8	344150	REMOVE & DISPOSE EXIS SM TRAFFIC SIGN & ASSEMBLY	EA	13	$105.50	$1,371.50	$215.19	$2,797.47	$105.00	$1,365.00	$100.00	$1,300.00	$71.62	$931.06	$65.00	$845.00	$100.00	$1,300.00
P-9	321313	REINF CONCRETE PAVING (9")(CLASS P1/P2)	SY	42,630	$28.67	$1,222,202.10	$30.25	$1,289,557.50	$29.45	$1,255,453.50	$30.00	$1,278,900.00	$34.82	$1,484,376.60	$30.20	$1,287,426.00	$37.50	$1,598,625.00
10	321650	REINFORCED CONCRETE SIDEWALK (6")	SY	6,805	$38.12	$259,406.60	$35.00	$238,175.00	$36.85	$250,764.25	$35.00	$238,175.00	$27.27	$185,572.35	$28.00	$190,540.00	$40.00	$272,200.00
11	321400	CONCRETE PAVERS	SF	1,285	$8.12	$10,434.20	$10.00	$12,850.00	$8.40	$10,794.00	$9.00	$11,565.00	$13.98	$17,964.30	$9.50	$12,207.50	$10.00	$12,850.00
12	321645	CONCRETE DRIVEWAY APPROACH (COMMERCIAL)	SY	415	$39.33	$16,321.95	$52.00	$21,580.00	$50.00	$20,750.00	$40.00	$16,600.00	$53.44	$22,177.60	$50.00	$20,750.00	$45.00	$18,675.00
13	321613	CONCRETE CURB (6")(MONOLITHIC)	LF	28,148	$1.00	$28,148.00	$1.00	$28,148.00	$2.00	$56,296.00	$1.00	$28,148.00	$1.53	$43,066.44	$0.50	$14,074.00	$1.50	$42,222.00
14	321655	INSTALL PED RAMP (TYPE 7)	EA	10	$881.42	$8,814.20	$1,000.00	$10,000.00	$850.00	$8,500.00	$1,000.00	$10,000.00	$1,282.96	$12,829.60	$1,050.00	$10,500.00	$1,000.00	$10,000.00
15	xDOT 55	BARBED WIRE FENCE - TxDOT TYPE "C"	LF	6,888	$3.04	$20,939.52	$3.00	$20,664.00	$3.10	$21,352.80	$4.00	$27,552.00	$2.82	$19,424.16	$3.15	$21,697.20	$6.00	$41,328.00
16	xDOT 55	GATE - TxDOT TYPE 1	EA	2	$602.55	$1,205.10	$600.00	$1,200.00	$650.00	$1,300.00	$400.00	$800.00	$558.61	$1,117.22	$630.00	$1,260.00	$400.00	$800.00
17	321665	CONCRETE STREET HEADER	LF	178	$5.28	$939.84	$20.00	$3,560.00	$10.00	$1,780.00	$15.00	$2,670.00	$10.90	$1,940.20	$15.00	$2,670.00	$15.00	$2,670.00
18	321660	MONOLITHIC MEDIAN NOSE TYPE 2	EA	4	$446.91	$1,787.64	$1,100.00	$4,400.00	$1,000.00	$4,000.00	$600.00	$2,400.00	$1,730.92	$6,923.68	$1,000.00	$4,000.00	$1,500.00	$6,000.00
19	321313	LANDSCAPE MAINTENANCE RAMP	EA	3	$535.99	$1,607.97	$400.00	$1,200.00	$500.00	$1,500.00	$500.00	$1,500.00	$480.13	$1,440.39	$750.00	$2,250.00	$1,000.00	$3,000.00
P-20	321725	PREFAB PAV MRK TY B (W) (4") (BRK)	LF	15,209	$1.32	$20,075.88	$1.25	$19,011.25	$1.32	$20,075.88	$1.00	$15,209.00	$1.91	$29,049.19	$1.33	$20,227.97	$2.50	$38,022.50
P-21	321723	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	1,183	$0.98	$1,159.34	$0.95	$1,123.85	$1.00	$1,183.00	$1.00	$1,183.00	$0.95	$1,123.85	$1.01	$1,194.83	$1.00	$1,183.00
P-22	321723	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	679	$1.49	$1,011.71	$1.45	$984.55	$1.60	$1,086.40	$2.00	$1,358.00	$1.19	$808.01	$1.54	$1,045.66	$2.00	$1,358.00
P-23	321723	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	396	$3.09	$1,223.64	$3.00	$1,188.00	$3.15	$1,247.40	$3.00	$1,188.00	$2.39	$946.44	$3.20	$1,267.20	$3.50	$1,386.00
P-24	321723	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	135	$5.15	$695.25	$5.00	$675.00	$5.25	$708.75	$6.00	$810.00	$4.77	$643.95	$5.33	$719.55	$5.50	$742.50
P-25	321723	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	913	$0.98	$894.74	$0.95	$867.35	$1.00	$913.00	$1.00	$913.00	$0.95	$867.35	$1.01	$922.13	$1.00	$913.00
P-26	321723	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	LF	584	$3.09	$1,804.56	$3.00	$1,752.00	$3.15	$1,839.60	$3.00	$1,752.00	$2.39	$1,395.76	$3.20	$1,868.80	$3.50	$2,044.00
P-27	321723	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	12	$118.45	$1,421.40	$115.00	$1,380.00	$125.00	$1,500.00	$120.00	$1,440.00	$95.49	$1,145.88	$122.48	$1,469.76	$150.00	$1,800.00
P-28	321723	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	6	$128.75	$772.50	$125.00	$750.00	$135.00	$810.00	$130.00	$780.00	$109.81	$658.86	$133.13	$798.78	$150.00	$900.00
P-29	321723	TRAFFIC BUTTON TY II-C-R	EA	501	$2.94	$1,472.94	$2.85	$1,427.85	$3.00	$1,503.00	$3.00	$1,503.00	$3.34	$1,673.34	$3.04	$1,523.04	$3.50	$1,753.50
P-30	321723	TRAFFIC BUTTON TY II-A-A	EA	33	$2.94	$97.02	$2.85	$94.05	$3.00	$99.00	$3.00	$99.00	$3.34	$110.22	$3.04	$100.32	$3.50	$115.50
P-31	344150	SIGN & SIGN POST ASSEMBLY	EA	16	$406.85	$6,509.60	$395.00	$6,320.00	$415.00	$6,640.00	$400.00	$6,400.00	$377.18	$6,034.88	$450.00	$7,200.00	$450.00	$7,200.00

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AGENDA ITEM #14.

AGENDA ITEM #14.

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ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	LH Lacy Construction		Mario Sinacola & Sons		Tiseo Paving		North Texas Contracting		Lone Star Civil		Ed Bell Construction		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
P-32	312500	STORMWATER POLLUTION PROTECTION PLAN	LS	1	$3,587.00	$3,587.00	$12,500.00	$12,500.00	$2,700.00	$2,700.00	$5,000.00	$5,000.00	$1,685.38	$1,685.38	$14,000.00	$14,000.00	$15,000.00	$15,000.00
P-33	312500	INLET PROTECTION (INSTALL / MAINTAIN / REMOVE)	EA	41	$77.25	$3,167.25	$60.00	$2,460.00	$116.00	$4,756.00	$6.00	$246.00	$62.07	$2,544.87	$275.00	$11,275.00	$100.00	$4,100.00
P-34	312500	ROCK BERM (INSTALL / MAINTAIN / REMOVE)	LF	700	$24.67	$17,269.00	$23.00	$16,100.00	$24.25	$16,975.00	$20.00	$14,000.00	$18.91	$13,237.00	$25.00	$17,500.00	$40.00	$28,000.00
P-35	312500	SILT FENCE (INSTALL / MAINTAIN / REMOVE)	LF	9,243	$1.57	$14,511.51	$1.15	$10,629.45	$1.60	$14,788.80	$2.00	$18,486.00	$1.09	$10,074.87	$2.00	$18,486.00	$2.00	$18,486.00
P-36	312500	TEMPORARY CONSTRUCTION EXIT	SF	2,750	$1.04	$2,860.00	$2.00	$5,500.00	$2.65	$7,287.50	$2.00	$5,500.00	$1.16	$3,190.00	$2.00	$5,500.00	$15.00	$41,250.00
P-37	329223	BLOCK SOD (BERMUDA)	SY	8,048	$2.27	$18,268.96	$2.25	$18,108.00	$2.48	$19,959.04	$2.50	$20,120.00	$2.15	$17,303.20	$2.15	$17,303.20	$2.50	$20,120.00
P-38	329223	HYDROMULCH (PER SEASONAL SPEC)	SY	90,232	$1.05	$94,743.60	$0.45	$40,604.40	$0.79	$71,283.28	$0.50	$45,116.00	$0.69	$62,260.08	$0.85	$76,697.20	$0.75	$67,674.00
P-39	329223	TOPSOIL (4" DEPTH)	CY	10,909	$5.90	$64,363.10	$2.00	$21,818.00	$2.00	$21,818.00	$3.00	$32,727.00	$4.47	$48,763.23	$4.00	$43,636.00	$5.00	$54,545.00
P-40	312316	EXCAVATION (ROADWAY)	CY	31,712	$6.00	$190,272.00	$6.00	$190,272.00	$5.50	$174,416.00	$7.00	$221,984.00	$3.59	$113,846.08	$4.00	$126,848.00	$6.00	$190,272.00
41	312317	UNCLASSIFIED CHANNEL EXCAVATION	CY	7,225	$4.00	$28,900.00	$9.00	$65,025.00	$3.50	$25,287.50	$5.00	$36,125.00	$12.95	$93,563.75	$8.00	$57,800.00	$6.00	$43,350.00
42	312413	EMBANKMENT	CY	8,552	$3.00	$25,656.00	$3.00	$25,656.00	$2.10	$17,959.20	$5.00	$42,760.00	$1.97	$16,847.44	$4.00	$34,208.00	$7.50	$64,140.00
43	321113	LIME TREATMENT (12")	SY	47,321	$2.35	$111,204.35	$3.50	$165,623.50	$3.95	$186,917.95	$4.00	$189,284.00	$3.15	$149,061.15	$2.00	$94,642.00	$4.00	$189,284.00
44	321113	LIME	TN	1,704	$142.16	$242,240.64	$140.00	$238,560.00	$150.00	$255,600.00	$150.00	$255,600.00	$156.76	$267,119.04	$160.00	$272,640.00	$150.00	$255,600.00
45	347113	BARRICADES, SIGNS AND TRAF HANDLING	MO	7	$1,500.00	$10,500.00	$1,200.00	$8,400.00	$2,600.00	$18,200.00	$1,000.00	$7,000.00	$2,187.55	$15,312.85	$12,000.00	$84,000.00	$3,000.00	$21,000.00
		Subtotal - Paving:				**$2,954,613.67**		**$2,975,407.22**		**$2,813,009.00**		**$2,983,556.00**		**$3,180,228.69**		**$2,967,457.78**		**$4,026,065.55**
Drainage																		
-1	334113	21" RCP	LF	2,387	$35.27	$84,189.49	$45.00	$107,415.00	$45.50	$108,608.50	$60.00	$143,220.00	$35.87	$85,621.69	$35.00	$83,545.00	$50.00	$119,350.00
-2	334113	24" RCP	LF	300	$39.72	$11,916.00	$48.00	$14,400.00	$51.20	$15,360.00	$65.00	$19,500.00	$42.76	$12,828.00	$55.00	$16,500.00	$60.00	$18,000.00
D-3	334113	27" RCP	LF	265	$45.68	$12,105.20	$54.00	$14,310.00	$57.75	$15,303.75	$70.00	$18,550.00	$51.45	$13,634.25	$75.00	$19,875.00	$70.00	$18,550.00
D-4	334113	30" RCP	LF	438	$52.16	$22,846.08	$72.00	$31,536.00	$64.55	$28,272.90	$75.00	$32,850.00	$57.52	$25,193.76	$90.00	$39,420.00	$80.00	$35,040.00
D-5	334113	33" RCP	LF	78	$60.81	$4,743.18	$76.00	$5,928.00	$74.55	$5,814.90	$90.00	$7,020.00	$77.10	$6,013.80	$100.00	$7,800.00	$90.00	$7,020.00
D-6	334113	36" RCP	LF	1,179	$69.46	$81,893.34	$78.00	$91,962.00	$81.90	$96,560.10	$100.00	$117,900.00	$75.19	$88,649.01	$110.00	$129,690.00	$110.00	$129,690.00
D-7	334113	42" RCP	LF	1,057	$91.45	$96,662.65	$93.00	$98,301.00	$102.90	$108,765.30	$120.00	$126,840.00	$95.32	$100,753.24	$125.00	$132,125.00	$140.00	$147,980.00
D-8	334113	48" RCP	LF	828	$110.30	$91,328.40	$109.00	$90,252.00	$124.00	$102,672.00	$130.00	$107,640.00	$113.75	$94,185.00	$140.00	$115,920.00	$160.00	$132,480.00
D-9	334113	54" RCP	LF	1,180	$142.64	$168,315.20	$141.00	$166,380.00	$160.00	$188,800.00	$165.00	$194,700.00	$146.59	$172,976.20	$175.00	$206,500.00	$180.00	$212,400.00
D-10	334113	60" RCP	LF	12	$167.71	$2,012.52	$234.00	$2,808.00	$195.00	$2,340.00	$190.00	$2,280.00	$270.49	$3,245.88	$400.00	$4,800.00	$200.00	$2,400.00
D-11	334200	6'x4' RCBC	LF	150	$209.10	$31,365.00	$242.00	$36,300.00	$245.00	$36,750.00	$250.00	$37,500.00	$248.22	$37,233.00	$300.00	$45,000.00	$300.00	$45,000.00
D-12	334200	8'x5' RCBC	LF	216	$258.48	$55,831.68	$310.00	$66,960.00	$335.00	$72,360.00	$320.00	$69,120.00	$391.77	$84,622.32	$400.00	$86,400.00	$350.00	$75,600.00
D-13	334920	RECESSED CURB INLET (10')	EA	26	$2,626.50	$68,289.00	$2,400.00	$62,400.00	$2,785.00	$72,410.00	$2,500.00	$65,000.00	$2,514.40	$65,374.40	$2,800.00	$72,800.00	$3,000.00	$78,000.00
D-14	334920	RECESSED CURB INLET (15')	EA	9	$3,399.00	$30,591.00	$3,250.00	$29,250.00	$3,730.00	$33,570.00	$3,500.00	$31,500.00	$3,302.18	$29,719.62	$3,408.00	$30,672.00	$4,000.00	$36,000.00

ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	LH Lacy Construction		Mario Sinacola & Sons		Tiseo Paving		North Texas Contracting		Lone Star Civil		Ed Bell Construction		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
D-15	334920	INLET - TxDOT TYPE H (4'x4') WITH 2' APRON	EA	7	$3,193.00	$22,351.00	$1,900.00	$13,300.00	$2,100.00	$14,700.00	$3,300.00	$23,100.00	$1,965.34	$13,757.38	$2,500.00	$17,500.00	$3,000.00	$21,000.00
D-16	334913	MANHOLE - TxDOT TYPE M	EA	11	$3,605.00	$39,655.00	$4,000.00	$44,000.00	$3,215.00	$35,365.00	$4,000.00	$44,000.00	$2,823.17	$31,054.87	$4,000.00	$44,000.00	$3,500.00	$38,500.00
D-17	334914	WINGWALL - TxDOT PW (H=6')	EA	2	$8,755.00	$17,510.00	$11,500.00	$23,000.00	$13,100.00	$26,200.00	$10,000.00	$20,000.00	$11,680.92	$23,361.84	$12,000.00	$24,000.00	$10,000.00	$20,000.00
D-18	334914	SPECIAL CULVERT HEADWALL AND TRAFFIC RAIL	LS	1	$49,440.00	$49,440.00	$75,000.00	$75,000.00	$56,700.00	$56,700.00	$40,000.00	$40,000.00	$70,579.89	$70,579.89	$65,000.00	$65,000.00	$25,000.00	$25,000.00
D-19	330510	TRENCH SAFETY (STORM DRAIN LINES)	LF	8,085	$0.53	$4,285.05	$4.50	$36,382.50	$1.05	$8,489.25	$1.00	$8,085.00	$0.48	$3,880.80	$0.25	$2,021.25	$1.00	$8,085.00
D-20	313700	GROUTED ROCK RIP RAP (18" THICK)	SY	1,448	$67.98	$98,435.04	$80.00	$115,840.00	$78.75	$114,030.00	$60.00	$86,880.00	$60.53	$87,647.44	$66.00	$95,568.00	$50.00	$72,400.00
		Subtotal - Drainage:				**$993,764.83**		**$1,125,724.50**		**$1,143,071.70**		**$1,195,685.00**		**$1,050,332.39**		**$1,239,136.25**		**$1,242,495.00**
Water																		
W-1	331113	36" DUCTILE IRON WATER LINE	LF	7,743	$140.18	$1,085,413.74	$142.00	$1,099,506.00	$168.00	$1,300,824.00	$170.00	$1,316,310.00	$163.02	$1,262,263.86	$157.75	$1,221,458.25	$300.00	$2,322,900.00
W-2	331113	48" STEEL ENCASEMENT (OPEN CUT)	LF	76	$294.90	$22,412.40	$400.00	$30,400.00	$320.00	$24,320.00	$250.00	$19,000.00	$319.54	$24,285.04	$315.00	$23,940.00	$400.00	$30,400.00
W-3	331113	CONNECT TO EXISTING WATER LINE	EA	2	$3,703.95	$7,407.90	$5,750.00	$11,500.00	$3,570.00	$7,140.00	$3,000.00	$6,000.00	$7,405.74	$14,811.48	$10,000.00	$20,000.00	$10,000.00	$20,000.00
W-4	331217	6" GATE VALVE	EA	7	$909.91	$6,369.37	$1,000.00	$7,000.00	$1,115.00	$7,805.00	$800.00	$5,600.00	$991.84	$6,942.88	$1,200.00	$8,400.00	$800.00	$5,600.00
W-5	331218	36" BUTTERFLY VALVE	EA	7	$10,679.93	$74,759.51	$18,500.00	$129,500.00	$12,400.00	$86,800.00	$11,000.00	$77,000.00	$16,004.54	$112,031.78	$25,000.00	$175,000.00	$15,000.00	$105,000.00
W-6	331216	OFFSET COMBINATION AIR RELEASE VALVE ASSEMBLY	LS	1	$17,983.52	$17,983.52	$14,000.00	$14,000.00	$18,200.00	$18,200.00	$13,000.00	$13,000.00	$26,416.64	$26,416.64	$25,000.00	$25,000.00	$25,000.00	$25,000.00
W-7	331213	2" WATER SERVICE CONNECTION	EA	4	$1,801.11	$7,204.44	$2,850.00	$11,400.00	$2,000.00	$8,000.00	$2,500.00	$10,000.00	$2,016.78	$8,067.12	$2,250.00	$9,000.00	$5,000.00	$20,000.00
W-8	331213	WATER METER (2")	EA	4	$2,637.50	$10,550.00	$850.00	$3,400.00	$210.00	$840.00	$800.00	$3,200.00	$267.74	$1,070.96	$1,800.00	$7,200.00	$500.00	$2,000.00
W-9	331213	WATER METER BOX	EA	4	$364.02	$1,456.08	$500.00	$2,000.00	$504.00	$2,016.00	$200.00	$800.00	$540.12	$2,160.48	$800.00	$3,200.00	$250.00	$1,000.00
W-10	331219	FIRE HYDRANT ASSEMBLY (STD. HYDRANT)	EA	7	$3,307.69	$23,153.83	$6,000.00	$42,000.00	$3,000.00	$21,000.00	$3,000.00	$21,000.00	$3,824.02	$26,768.14	$5,000.00	$35,000.00	$3,000.00	$21,000.00
W-11	330510	TRENCH SAFETY (WATER LINES)	LF	7,743	$0.53	$4,103.79	$1.00	$7,743.00	$0.90	$6,968.70	$1.00	$7,743.00	$0.48	$3,716.64	$1.00	$7,743.00	$1.00	$7,743.00
		Subtotal - Water:				**$1,260,814.58**		**$1,358,449.00**		**$1,483,913.70**		**$1,479,653.00**		**$1,488,535.02**		**$1,535,941.25**		**$2,560,643.00**
Landscape & Irrigation																		
L-1	328000	IRRIGATION SYSTEM "A"	LS	1	$35,553.50	$35,553.50	$22,000.00	$22,000.00	$20,500.00	$20,500.00	$30,000.00	$30,000.00	$17,665.50	$17,665.50	$40,000.00	$40,000.00	$55,000.00	$55,000.00
L-2	328000	IRRIGATION SYSTEM "B"	LS	1	$36,397.50	$36,397.50	$22,000.00	$22,000.00	$20,500.00	$20,500.00	$30,000.00	$30,000.00	$17,665.50	$17,665.50	$40,000.00	$40,000.00	$60,000.00	$60,000.00
L-3	328000	IRRIGATION SYSTEM "C"	LS	1	$33,443.50	$33,443.50	$22,000.00	$22,000.00	$20,500.00	$20,500.00	$30,000.00	$30,000.00	$17,665.50	$17,665.50	$40,000.00	$40,000.00	$55,000.00	$55,000.00
L-4	329300	CHINQUAPIN OAK (QUERCUS MUEGLENBERGII)(3" CAL)	EA	173	$205.73	$35,591.29	$295.00	$51,035.00	$325.00	$56,225.00	$350.00	$60,550.00	$281.69	$48,732.37	$250.00	$43,250.00	$300.00	$51,900.00
		Subtotal - Landscape & Irrigation:				**$140,985.79**		**$117,035.00**		**$117,725.00**		**$150,550.00**		**$101,728.87**		**$163,250.00**		**$221,900.00**

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AGENDA ITEM #14.

AGENDA ITEM #14.

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ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	LH Lacy Construction		Mario Sinacola & Sons		Tiseo Paving		North Texas Contracting		Lone Star Civil		Ed Bell Construction		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Illumination																		
E-1	33101	DRILL SHAFT (30 IN) (STREET LIGHT)	LF	344	$123.60	$42,518.40	$100.00	$34,400.00	$126.00	$43,344.00	$110.00	$37,840.00	$133.68	$45,985.92	$127.80	$43,963.20	$125.00	$43,000.00
E-2	260500	ELEC CONDR (NO. 2) BARE (ILLUM)	LF	4,042	$2.06	$8,326.52	$1.30	$5,254.60	$2.10	$8,488.20	$1.50	$6,063.00	$1.91	$7,720.22	$2.13	$8,609.46	$2.50	$10,105.00
E-3	260500	ELEC CONDR (NO. 2) INSULATED (ILLUM)	LF	10,104	$2.37	$23,946.48	$1.70	$17,176.80	$2.42	$24,451.68	$2.00	$20,208.00	$1.91	$19,298.64	$2.45	$24,754.80	$2.50	$25,260.00
E-4	260500	ELEC CONDR (NO. 4) BARE (ILLUM)	LF	1,580	$1.44	$2,275.20	$0.90	$1,422.00	$1.48	$2,338.40	$1.00	$1,580.00	$0.95	$1,501.00	$1.49	$2,354.20	$2.00	$3,160.00
E-5	260500	ELEC CONDR (NO. 4) INSULATED (ILLUM)	LF	3,520	$1.70	$5,984.00	$1.00	$3,520.00	$1.73	$6,089.60	$1.00	$3,520.00	$0.95	$3,344.00	$1.76	$6,195.20	$2.00	$7,040.00
E-6	260500	ELEC CONDR (NO. 6) BARE (ILLUM)	LF	3,040	$0.98	$2,979.20	$0.70	$2,128.00	$1.00	$3,040.00	$1.00	$3,040.00	$0.95	$2,888.00	$1.01	$3,070.40	$1.00	$3,040.00
E-7	260500	ELEC CONDR (NO. 6) INSULATED (ILLUM)	LF	7,860	$1.13	$8,881.80	$0.75	$5,895.00	$1.16	$9,117.60	$1.00	$7,860.00	$0.95	$7,467.00	$1.17	$9,196.20	$1.00	$7,860.00
E-8	260500	ELEC CONDR (NO. 8) BARE (IRRIG)	LF	6,950	$0.62	$4,309.00	$0.60	$4,170.00	$0.63	$4,378.50	$1.00	$6,950.00	$0.95	$6,602.50	$0.64	$4,448.00	$1.00	$6,950.00
-9	260500	ELEC CONDR (NO. 8) INSULATED (IRRIG)	LF	13,900	$0.82	$11,398.00	$0.65	$9,035.00	$0.84	$11,676.00	$1.00	$13,900.00	$0.95	$13,205.00	$0.85	$11,815.00	$1.00	$13,900.00
10	270500	CONDT (PVC SCHD 40) (2") (ILLUM)	LF	4,832	$4.38	$21,164.16	$4.00	$19,328.00	$4.46	$21,550.72	$5.00	$24,160.00	$4.77	$23,048.64	$4.53	$21,888.96	$4.50	$21,744.00
11	270500	CONDT (PVC SCHD 40) (2") (BORE) (ILLUM)	LF	100	$13.29	$1,329.00	$11.00	$1,100.00	$13.60	$1,360.00	$12.00	$1,200.00	$9.55	$955.00	$13.74	$1,374.00	$15.00	$1,500.00
12	270500	CONDT (PVC SCHD 40) (2-1/2") (ILLUM)	LF	3,112	$4.38	$13,630.56	$4.75	$14,782.00	$4.46	$13,879.52	$5.00	$15,560.00	$4.77	$14,844.24	$4.53	$14,097.36	$5.50	$17,116.00
13	270500	CONDT (PVC SCHD 40) (2-1/2") (BORE) (ILLUM)	LF	178	$15.97	$2,842.66	$12.00	$2,136.00	$16.30	$2,901.40	$13.00	$2,314.00	$9.55	$1,699.90	$16.51	$2,938.78	$20.00	$3,560.00
14	270500	CONDT (PVC SCHD 40) (2") (IRRIG)	LF	6,760	$4.38	$29,608.80	$2.75	$18,590.00	$3.05	$20,618.00	$5.00	$33,800.00	$4.77	$32,245.20	$4.53	$30,622.80	$4.50	$30,420.00
15	270500	CONDT (PVC SCHD 40) (2") (BORE) (IRRIG)	LF	190	$13.29	$2,525.10	$22.50	$4,275.00	$25.00	$4,750.00	$12.00	$2,280.00	$9.55	$1,814.50	$13.74	$2,610.60	$15.00	$2,850.00
16	260501	ELEC SRV TY A 240/480 060 (NS)AL(E)PS(U) (ILLUM)	EA	1	$4,429.00	$4,429.00	$5,000.00	$5,000.00	$4,600.00	$4,600.00	$5,000.00	$5,000.00	$4,205.34	$4,205.34	$4,579.50	$4,579.50	$4,500.00	$4,500.00
17	260501	ELEC SRV TY A 240/480 060 (NS)AL(N)PS(U) (IRRIG)	EA	1	$4,429.00	$4,429.00	$5,000.00	$5,000.00	$4,600.00	$4,600.00	$5,000.00	$5,000.00	$4,205.34	$4,205.34	$4,579.50	$4,579.50	$4,500.00	$4,500.00
E-18	265619	LUMINAIRE POLE (TWIN ARM) (CITY OF FRISCO STD)	EA	43	$1,730.40	$74,407.20	$1,650.00	$70,950.00	$1,800.00	$77,400.00	$1,700.00	$73,100.00	$1,718.80	$73,908.40	$1,789.20	$76,935.60	$2,000.00	$86,000.00
E-19	265620	LIMINAIRE FIXTURE (250W)	EA	86	$515.00	$44,290.00	$495.00	$42,570.00	$525.00	$45,150.00	$400.00	$34,400.00	$501.32	$43,113.52	$532.50	$45,795.00	$550.00	$47,300.00
E-20	344135	GROUND BOX TY A (122311) W/APRON (ILLUM)	EA	8	$463.50	$3,708.00	$400.00	$3,200.00	$475.00	$3,800.00	$400.00	$3,200.00	$630.23	$5,041.84	$479.25	$3,834.00	$500.00	$4,000.00
E-21	344135	GROUND BOX TY A (122311) W/APRON (IRRIG)	EA	21	$463.50	$9,733.50	$400.00	$8,400.00	$475.00	$9,975.00	$400.00	$8,400.00	$630.23	$13,234.83	$479.25	$10,064.25	$500.00	$10,500.00
		Subtotal - Illumination:				**$322,715.58**		**$278,332.40**		**$323,508.62**		**$309,375.00**		**$326,329.03**		**$333,726.81**		**$354,305.00**
		TOTAL BASE BID:				**$5,672,894.45**		**$5,854,948.12**		**$5,881,228.02**		**$6,118,819.00**		**$6,147,154.00**		**$6,239,512.09**		**$8,405,408.55**

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: clearing and grubbing, pavement removal, grading, enclosed storm drain systems, box culverts, lime stabilized subgrade, reinforced concrete pavement, sidewalks, water line installation, signing, pavement markings, roadway illumination, sod and seeding, irrigation, fencing and landscape planting.

Plans and specifications prepared by: Halff Associates, Inc., 3803 Parkwood Blvd. #800, Frisco, Texas, 75034

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

Article II. Contract Documents

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

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of Work listed and referred to in the Contract Documents within **200** 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:	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	

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 AGREEMENT FOR CONSTRUCTION SERVICES BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND LH LACY CONSTRUCTION FOR COIT ROAD (MAIN STREET TO ELDORADO PARKWAY); 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 Agreement for Construction Services by and between the City of Frisco, Texas and LH Lacy Construction for Coit Road (Main Street to Eldorado Parkway), 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 Agreement for Construction Services for Coit Road (Main Street to Eldorado Parkway), 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 Two Hundred Thousand and 00/100 Dollars ($200,000.00).

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

RESOLVED THIS the _____ day of _____, 2013.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #15.

PROGRESS IN MOTION

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **January 15, 2013**

Subject: **Consider and act upon award of bid to Highway Intelligent Traffic Systems Corp., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Eldorado Parkway at Dallas Parkway Traffic Signal and Turn Lane Construction Project (Bid No. 1311-014).**

Action Requested: Staff requests that City Council consider and act upon award of bid to Highway Intelligent Traffic Systems Corp., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $571,769.91 for the Eldorado Parkway at Dallas Parkway Traffic Signal and Turn Lane Construction Project (Bid No. 1311-014).

Background Information: One responsible bid from Highway Intelligent Traffic Systems Corp. (Highway ITS) on December 11, 2012 was opened at 2:05 PM. Award of this bid to Highway ITS will result in the construction of one permanent traffic signal on Eldorado Parkway at Dallas Parkway and the construction of a third lane on the southbound frontage road between Eldorado Parkway and the entrance ramp to the Dallas North Tollway, which will allow us to provide dual right-turn lanes on eastbound Eldorado Parkway at Dallas Parkway. It will also result in the construction of a third lane on the northbound frontage road between the exit ramp of the Dallas North Tollway and Eldorado Parkway to improve traffic flow approaching the Eldorado Pkwy at Dallas Pkwy intersection.

A contingency amount of $50,000 is also included in the bid, which may be used to address field changes or adjust quantities during construction. Usage of the

contingency funding will be documented with contract modification requests (CMR) negotiated between staff and the contractor as construction progresses. The CMRs will be approved in a final change order adjusting all quantities to actual quantities after construction is complete.

Construction of this project is expected to begin in February 2013. The construction contract specifies completion within 120 days.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution
- Send back to staff with direction

Financial Considerations: Funding for this project will be provided by General Obligation bonds.

Legal Review: Standard Construction Services Agreement.

Supporting Documents:

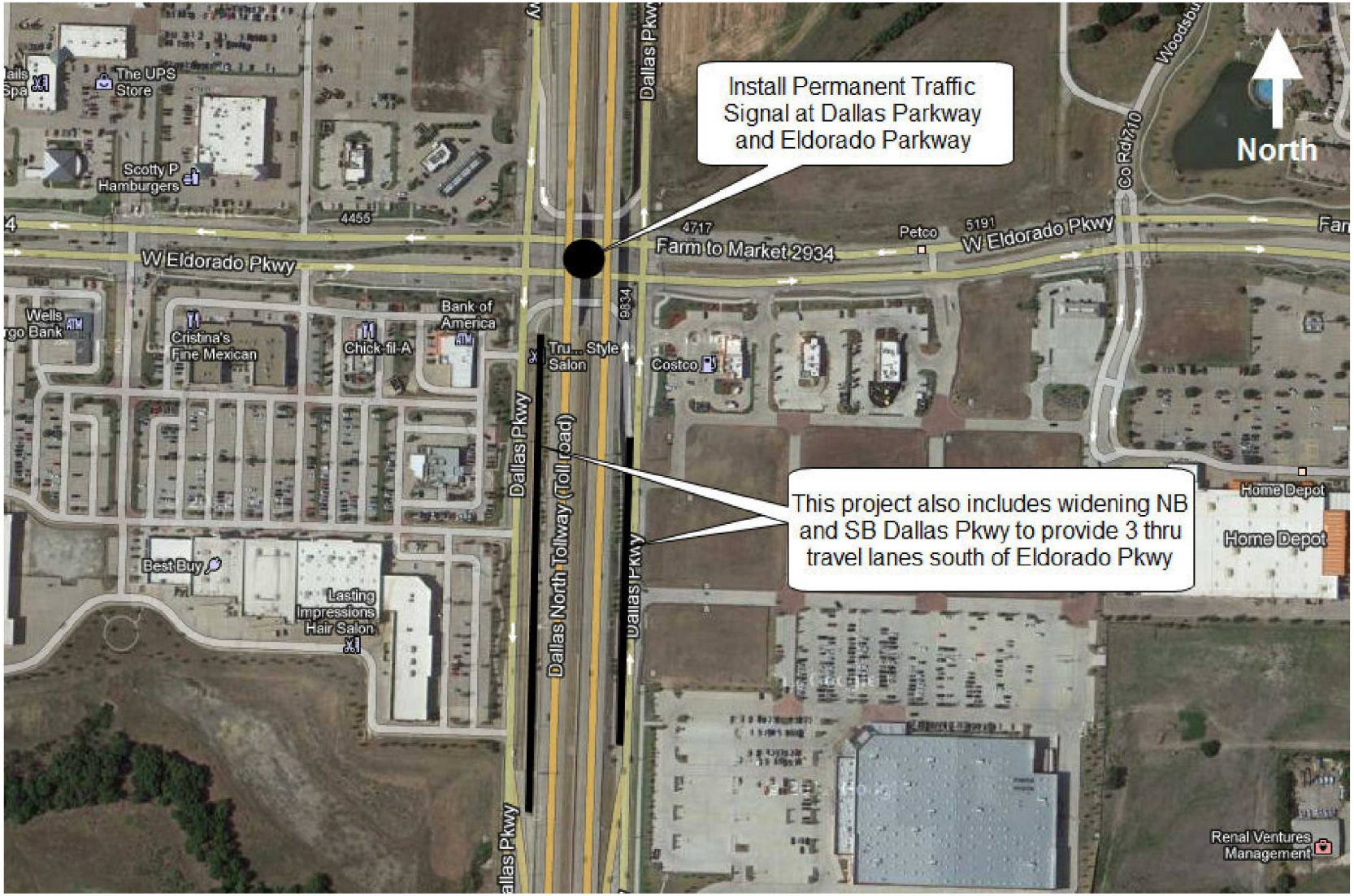
- Location Map
- Bid Totals
- Resolution

Staff Recommendation: Staff recommends approving the award of the bid to Highway ITS, and approving a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $571,769.91 for the Eldorado Pkwy at Dallas Pkwy Traffic Signal and Turn Lane Construction Project (Bid No. 1311-014). Staff will be available during the meeting to address any questions regarding this agenda item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP

Eldorado Parkway at Dallas Parkway Traffic Signal and Turn Lane Construction Project



Eldorado Pkwy at Dallas Pkwy Traffic Signal and Turn Lane Construction
Bid Tab - Bid #1311-014

Item No.	City Sec. Number	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Engineer's Estimate Unit Bid Price	Engineer's Estimate Amount Bid	Highway ITS Unit Bid Price	Highway ITS Amount Bid
1	017113	MOBILIZATION	1	LS	$ 30,000.00	$ 30,000.00	$ 60,069.15	$ 60,069.15
2	024100	SIDEWALK REMOVAL	260	SY	$ 7.00	$ 1,820.00	$ 8.84	$ 2,298.40
3	033101	DRILLED SHAFT FOUNDATION (36 IN)	39	LF	$ 228.00	$ 8,892.00	$ 191.49	$ 7,468.11
4	033101	DRILLED SHAFT FOUNDATION (48 IN)	88	LF	$ 235.00	$ 20,680.00	$ 303.92	$ 26,744.96
5	260500	ELEC CONDUCTOR (NO. 4) BARE	490	LF	$ 2.00	$ 980.00	$ 1.33	$ 651.70
6	260500	ELEC CONDUCTOR (NO. 6) BARE	2,505	LF	$ 1.00	$ 2,505.00	$ 0.98	$ 2,454.90
7	260500	ELEC CONDUCTOR (NO. 8) INSULATED	5,040	LF	$ 1.00	$ 5,040.00	$ 0.83	$ 4,183.20
8	260500	ELEC CONDUCTOR (NO. 12) INSULATED	1,110	LF	$ 1.00	$ 1,110.00	$ 0.57	$ 632.70
9	260501	ELEC SER TY D 120/240 070 (NS) AL (E) PS (U) (INSTALL ONLY)	1	LF	$ 5,400.00	$ 5,400.00	$ 2,206.12	$ 2,206.12
10	270500	CONDT (PVC) (SCHD 40) (2") (TRENCH)	310	LF	$ 5.28	$ 1,636.80	$ 8.13	$ 2,520.30
11	270500	CONDT (PVC) (SCHD 40) (3") (TRENCH)	260	LF	$ 9.00	$ 2,340.00	$ 9.57	$ 2,488.20
12	270500	CONDT (PVC) (SCHD 40) (3") (BORE)	55	LF	$ 15.00	$ 825.00	$ 161.60	$ 8,888.00
13	270500	CONDT (PVC) (SCHD 40) (4") (BORE)	175	LF	$ 25.00	$ 4,375.00	$ 25.33	$ 4,432.75
14	312316	EXCAVATION (ROADWAY)	1,155	CU	$ 15.00	$ 17,325.00	$ 15.80	$ 18,249.00
15	313700	RIPRAP (CONC)(5")	150	CY	$ 280.00	$ 42,000.00	$ 278.96	$ 41,844.00
16	321313	LIME TRT (EXST MATL) (12")	2,610	SY	$ 2.00	$ 5,220.00	$ 5.54	$ 14,459.40
17	321313	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	124	TN	$ 150.00	$ 18,600.00	$ 176.04	$ 21,828.96
18	321313	CONCRETE PAVING (11")(CRCP)	40	SY	$ 60.00	$ 2,400.00	$ 121.40	$ 4,856.00
19	321313	REINFORCED CONCRETE PAVING (8")	2,270	SY	$ 60.00	$ 136,200.00	$ 59.44	$ 134,928.80
20	321613	REMOVE CURB RAMP (TY 1)	1	EA	$ 1,000.00	$ 1,000.00	$ 196.46	$ 196.46
21	321655	BARRIER FREE RAMP (TY 7)	4	EA	$ 2,200.00	$ 8,800.00	$ 1,543.96	$ 6,175.84
22	321723	TRAFFIC BUTTON TY II-CR	250	EA	$ 5.00	$ 1,250.00	$ 4.58	$ 1,145.00
23	321723	REFL PAV MRK TY 1 (W)(ARROW)	14	EA	$ 200.00	$ 2,800.00	$ 135.96	$ 1,903.44
24	321723	REFL PAV MRK TY 1 (W) (DBL ARROW)	2	EA	$ 250.00	$ 500.00	$ 256.96	$ 513.92
25	321723	REFL PAV MRK TY 1 (W) (WORD)	6	EA	$ 250.00	$ 1,500.00	$ 164.56	$ 987.36
26	321723	'REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	310	LF	$ 1.00	$ 310.00	$ 1.14	$ 353.40
27	321723	REFL PAV MRK TY 1 (W) (4") (BRK)	4070	LF	$ 3.00	$ 12,210.00	$ 1.14	$ 4,639.80
28	321723	REFL PAV MRK TY 1 (Y) (6") (SLD)	180	LF	$ 6.00	$ 1,080.00	$ 1.14	$ 205.20
29	321723	REFL PAV MRK TY 1 (W) (8") (LNDP)	490	LF	$ 5.00	$ 2,450.00	$ 2.24	$ 1,097.60
30	321723	REFL PAV MRK TY 1 (W) (8") (SLD)	1510	LF	$ 5.50	$ 8,305.00	$ 1.69	$ 2,551.90
31	321723	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	1,295	LF	$ 3.00	$ 3,885.00	$ 5.54	$ 7,174.30
32	321723	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	499	LF	$ 6.00	$ 2,994.00	$ 7.74	$ 3,862.26
33	321723	ELIM EXT PAV MARKINGS & MARKERS	6,209	LF	$ 1.00	$ 6,209.00	$ 1.52	$ 9,437.68
34	321723	ELIM EXT PAV MRK (ARROWS & WORDS)	12	EA	$ 50.00	$ 600.00	$ 58.96	$ 707.52
35	321723	INSTALLATION OF HWY TRAFFIC SIGNAL	1	LF	$ 20,000.00	$ 20,000.00	$ 42,864.24	$ 42,864.24
36	344113	PEDESTAL POLE ASSEMBLY	10	LF	$ 1,824.00	$ 18,240.00	$ 1,719.82	$ 17,198.20
37	344113	TRAFFIC SIGNAL CABLE (TY A) (14 AWG) (5 CONDR)	2,085	LF	$ 1.21	$ 2,522.85	$ 1.18	$ 2,460.30
38	344130	TRAFFIC SIGNAL CABLE (TY A) (14 AWG) (7 CONDR)	325	LF	$ 1.61	$ 523.25	$ 1.46	$ 474.50
39	344130	TRAFFIC SIGNAL CABLE (TY A) (14 AWG) (10 CONDR)	2,645	LF	$ 2.30	$ 6,083.50	$ 1.88	$ 4,972.60
40	344130	TRAFFIC SIGNAL CABLE (TY A) (20 CONDR)	1,565	LF	$ 3.97	$ 6,213.05	$ 3.08	$ 4,820.20
41	344130	GROUND BOX TY C W/APRON	4	EA	$ 553.00	$ 2,212.00	$ 924.23	$ 3,696.92
42	344135	INSTALL SIGN & SIGN POST ASSEMBLY	2	EA	$ 600.00	$ 1,200.00	$ 693.05	$ 1,386.10
43	344150	RELOC EXIST SGN TO NEW POST ASSMB	5	EA	$ 500.00	$ 2,500.00	$ 393.53	$ 1,967.65
44	344150	REMOVE EXIST SIGN & SIGN POST ASSMB	2	EA	$ 65.00	$ 130.00	$ 79.25	$ 158.50
45	344150	BARRICADES, SIGNS & TRAFFIC HANDLING	4	MO	$ 8,460.00	$ 33,840.00	$ 4,353.59	$ 17,414.36
46		APS PED DETECT (2" PUSH BUTTON) & PUSH BUTTON SIGN	12	EA	$ 1,000.00	$ 12,000.00	$ 1,452.49	$ 17,429.88
47		ENFORCEMENT LAMPS (PELCO PART NUMBER SM-0286 OR EQUAL)	6	EA	$ 500.00	$ 3,000.00	$ 200.68	$ 1,204.08
48	347113	REMOVE TEMPORARY SIGNAL	1	LS	$ 35,000.00	$ 35,000.00	$ 3,566.05	$ 3,566.05
49		CONTINGENCY	1	LS	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
					Mobilization:	$ 30,000.00	Mobilization:	$ 60,069.15
					Signal Cost:	$ 169,378.45	Signal Cost:	$ 167,730.21
					Paving Cost:	$ 227,395.00	Paving Cost:	$ 241,976.81
					Pavement Markings:	$ 44,093.00	Pavement Markings:	$ 34,579.38
					Barricades	$ 33,840.00	Barricades	$ 17,414.36
					Contingency:	$ 50,000.00	Contingency:	$ 50,000.00
					Total:	$ 554,706.45	Total:	$ 571,769.91
					Total =	**$ 554,706.45**		**$ 571,769.91**

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 BY AND BETWEEN THE CITY OF FRISCO AND HIGHWAY INTELLIGENT TRAFFIC SYSTEMS CORP., FOR THE CONSTRUCTION OF THE ELDORADO PARKWAY AT DALLAS PARKWAY TRAFFIC SIGNAL AND TURN LANE CONSTRUCTION IN THE CITY.

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 by and between the City of Frisco and Highway Intelligent Traffic Systems Corp., for the construction of the Eldorado Parkway at Dallas Parkway Traffic Signal and Turn Lane Construction, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #16.

FRISCO
PROGRESS IN MOTION

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **January 15, 2013**

Subject: **Consider and act upon award of bid to Roadway Solutions, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Installation of Traffic Signals on Eldorado Parkway at Lenox Lane and Fire Station #6 Driveway (Bid No. 1311-022).**

Action Requested: Staff requests that City Council consider and act upon award of bid to Roadway Solutions, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $135,349 for the Installation of Traffic Signals on Eldorado Parkway at Lenox Lane and Fire Station #6 Driveway (Bid No. 1311-022).

Background Information: A total of three responsible bids were opened on December 18, 2012 at 2:05 PM with Roadway Solutions, Inc. being the lowest bidder. Award of this bid to Roadway Solutions, Inc. will result in the construction of new traffic signals on Eldorado Parkway at Lenox Lane and an emergency traffic signal at Fire Station #6 within the City.

A contingency amount of $10,000 is also included in the bid for each traffic signal, which may be used to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with contract modification requests (CMR) negotiated between staff and the contractor as construction progresses. The CMRs will be approved in a final change order adjusting all quantities to actual quantities after construction is complete.

Construction of this project is expected to begin in February 2013. The construction contract specifies completion of both traffic signals within 150 days. The installation

of the traffic signal on Eldorado Parkway at Lenox Lane is a priority. Therefore, staff will communicate to the contractor at the pre-construction meeting that the Lenox signal needs to be installed first and placed in operation as quickly as possible.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution
- Send back to staff with direction

Financial Considerations: A combination of traffic signal escrows and previous bond sales will provide the funding for these traffic signals.

Legal Review: Standard Construction Services Agreement.

Supporting Documents:

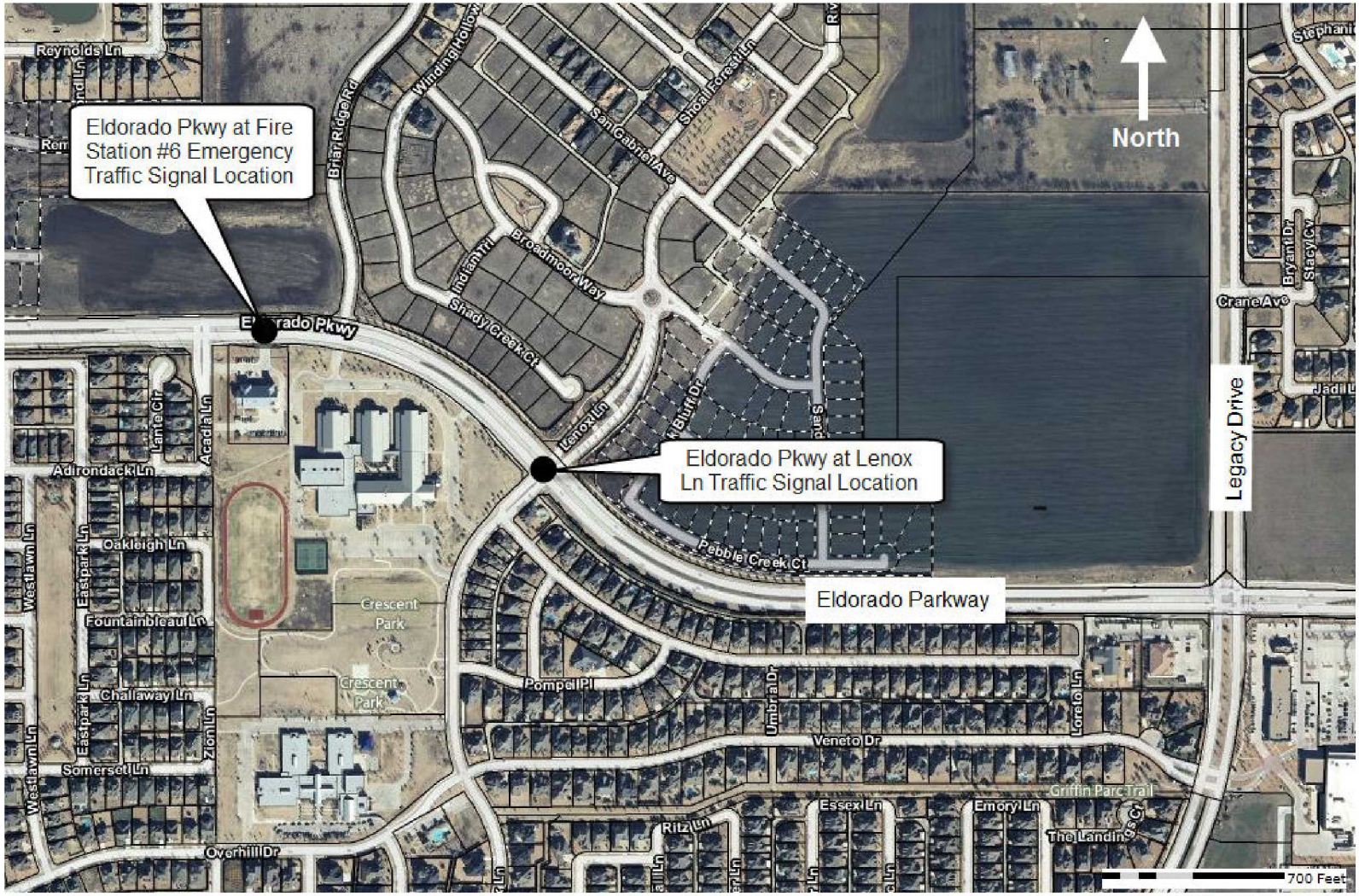
- Location Map
- Bid Totals
- Resolution

Staff Recommendation: Staff recommends approving the award of the bid to Roadway Solutions, Inc., and approving a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $135,349 for the Installation of Traffic Signals on Eldorado Parkway at Lenox Lane and Fire Station #6 Driveway (Bid No. 1311-022). Staff will be available during the meeting to address any questions regarding this agenda item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP

ELDORADO PARKWAY TRAFFIC SIGNALS AT LENOX LANE AND FIRE STATION #6 DRIVEWAY



Eldorado Pkwy Traffic Signal at Fire Station #6 and Lenox Lane
Bid Tab - Bid #1311-022

Eldorado Parkway at First Station #6 Driveway					Roadway Solutions Inc.		Durable Specialties Inc.		Highway ITS	
Item No.	Spec. Item	Name of Pay Item	Est. Quantity	Unit	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Amount	Amount Bid
1	024100	Remove Existing Sidewalk	125	SY	$ 25.00	$ 3,125.00	$ 8.00	$ 1,000.00	$ 46.62	$ 5,827.50
2	033101	Drill Shaft Foundation (36 IN)	14	LF	$ 165.00	$ 2,310.00	$ 180.00	$ 2,520.00	$ 171.78	$ 2,404.92
3	033101	Drill Shaft Foundation (48 IN)	22	LF	$ 205.00	$ 4,510.00	$ 200.00	$ 4,400.00	$ 265.93	$ 5,850.46
4	017113	Mobilization	1	LS	$ 2,750.00	$ 2,750.00	$ 1,000.00	$ 1,000.00	$ 9,979.08	$ 9,979.08
5	347113	Barricades, Signs & Traffic Handling	2	MO	$ 450.00	$ 900.00	$ 500.00	$ 1,000.00	$ 1,079.56	$ 2,159.12
1	024100	Remove Existing Sidewalk	125	SY					$ 46.62	$ 5,827.50
2	033101	Drill Shaft Foundation (36 IN)	14	LF					$ 171.78	$ 2,404.92
3	033101	Drill Shaft Foundation (48 IN)	22	LF					$ 265.93	$ 5,850.46
6	270500	Conduit (PVC) (SCHD 40) (2")	105	LF	$ 5.00	$ 525.00	$ 7.00	$ 735.00	$ 8.01	$ 841.05
7	270500	Conduit (PVC) (SCHD 40) (2") (Bore)	165	LF	$ 11.00	$ 1,815.00	$ 7.00	$ 1,155.00	$ 16.95	$ 2,796.75
8	270500	Conduit (PVC) (SCHD 40) (3")	75	LF	$ 6.00	$ 450.00	$ 8.00	$ 600.00	$ 9.56	$ 717.00
9	270500	Conduit (PVC) (SCHD 40) (4")	70	LF	$ 8.00	$ 560.00	$ 9.00	$ 630.00	$ 10.13	$ 709.10
10	270500	Conduit (PVC) (SCHD 40) (4") (Bore)	165	LF	$ 18.00	$ 2,970.00	$ 17.00	$ 2,805.00	$ 24.57	$ 4,054.05
11	260500	Electric Conductor (No. 4) Insulated	340	LF	$ 1.20	$ 408.00	$ 1.00	$ 340.00	$ 1.68	$ 571.20
12	260500	Electric Conductor (No. 6) Bare	480	LF	$ 0.70	$ 336.00	$ 1.00	$ 480.00	$ 1.14	$ 547.20
13	344135	Ground Box TY C (162911) w/ Apron	3	EA	$ 425.00	$ 1,275.00	$ 600.00	$ 1,800.00	$ 737.88	$ 2,213.64
14	260501	Electrical Service Ty D (120/240) 070 (NS) AL (E)PS (U)	1	EA	$ 650.00	$ 650.00	$ 700.00	$ 700.00	$ 2,192.20	$ 2,192.20
15	321650	Reinforced Concrete Sidewalk	135	SY	$ 60.00	$ 8,100.00	$ 30.00	$ 4,050.00	$ 62.72	$ 8,467.20
16	321723	Pavement Markers and Markings TY I (W) 24" (SLD) (100MIL)	105	LF	$ 6.00	$ 630.00	$ 5.00	$ 525.00	$ 10.30	$ 1,081.50
17	321723	Pavement Markers and Markings TY II (W) 24" (SLD)	105	LF	$ 1.20	$ 126.00	$ 1.00	$ 105.00	$ 6.73	$ 706.65
18	344113	Installation of Highway Traffic Signal (Isolated)	1	EA	$ 6,000.00	$ 6,000.00	$ 10,100.00	$ 10,100.00	$ 12,025.56	$ 12,025.56
19	344130	Traffic Signal Cable (TY A) (14 AWG) (5 CONDR)	360	LF	$ 1.50	$ 540.00	$ 1.00	$ 360.00	$ 1.08	$ 388.80
20	344130	Traffic Signal Cable (TY A) (14 AWG) (10 CONDR)	310	LF	$ 2.00	$ 620.00	$ 2.00	$ 620.00	$ 2.00	$ 620.00
21	344130	Traffic Signal Cable (TY A) (14 AWG) (20 CONDR)	265	LF	$ 3.00	$ 795.00	$ 3.00	$ 795.00	$ 3.15	$ 834.75
22	344113	Pedestrian Pole Assembly	1	EA	$ 1,100.00	$ 1,100.00	$ 1,275.00	$ 1,275.00	$ 1,652.21	$ 1,652.21
23		Contingency	1	EA	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
		TOTAL - Eldorado Parkway at Fire Station #6				$ 50,495.00		$ 46,995.00		$ 90,722.82

Eldorado Pkwy Traffic Signal at Fire Station #6 and Lenox Lane
Bid Tab - Bid #1311-022

Item No.	Spec. Item	Name of Pay Item	Est. Quantity	Unit	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Amount	Amount Bid
Eldorado Parkway (FM 2934) at Lenox Lane					**Roadway Solutions Inc.**		**Durable Specialties Inc.**		**Highway ITS**	
Item No.	Spec. Item	Name of Pay Item	Est. Quantity	Unit	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Amount	Amount Bid
1	033101	Drill Shaft Foundation (36 IN)	28	LF	$ 160.00	$ 4,480.00	$ 180.00	$ 5,040.00	$ 171.78	$ 4,809.84
2	033101	Drill Shaft Foundation (48 IN)	44	LF	$ 200.00	$ 8,800.00	$ 200.00	$ 8,800.00	$ 265.93	$ 11,700.92
3	017113	Mobilization	1	LS	$ 4,975.75	$ 4,975.75	$ 1,200.00	$ 1,200.00	$ 13,869.69	$ 13,869.69
4	347113	Barricades, Signs & Traffic Handling	3	MO	$ 400.00	$ 1,200.00	$ 500.00	$ 1,500.00	$ 1,079.56	$ 3,238.68
5	270500	Conduit (PVC) (SCHD 40) (2")	555	LF	$ 5.00	$ 2,775.00	$ 7.00	$ 3,885.00	$ 6.84	$ 3,796.20
6	270500	Conduit (PVC) (SCHD 40) (2") (Bore)	215	LF	$ 11.00	$ 2,365.00	$ 7.00	$ 1,505.00	$ 16.95	$ 3,644.25
7	270500	Conduit (PVC) (SCHD 40) (3")	120	LF	$ 6.00	$ 720.00	$ 8.00	$ 960.00	$ 8.79	$ 1,054.80
8	270500	Conduit (PVC) (SCHD 40) (4")	295	LF	$ 8.00	$ 2,360.00	$ 9.00	$ 2,655.00	$ 9.35	$ 2,758.25
9	270500	Conduit (PVC) (SCHD 40) (4") (Bore)	215	LF	$ 18.00	$ 3,870.00	$ 17.00	$ 3,655.00	$ 24.57	$ 5,282.55
10	260500	Electric Conductor (No. 4) Insulated	510	LF	$ 1.20	$ 612.00	$ 2.00	$ 1,020.00	$ 1.68	$ 856.80
11	260500	Electric Conductor (No. 6) Bare	870	LF	$ 0.70	$ 609.00	$ 1.00	$ 870.00	$ 1.14	$ 991.80
12	260500	Electric Conductor (No. 8) Insulated	3,020	LF	$ 0.75	$ 2,265.00	$ 1.00	$ 3,020.00	$ 0.99	$ 2,989.80
13	260500	Electric Conductor (No. 12) Insulated	500	LF	$ 0.40	$ 200.00	$ 1.00	$ 500.00	$ 0.68	$ 340.00
14	344135	Ground Box TY C (162911) w/ Apron	5	EA	$ 425.00	$ 2,125.00	$ 600.00	$ 3,000.00	$ 737.88	$ 3,689.40
15	260501	Electrical Service Ty D (120/240) 070 (NS) AL (E)PS (U)	1	EA	$ 750.00	$ 750.00	$ 700.00	$ 700.00	$ 2,192.20	$ 2,192.20
16	344150	Small Roadside Sign Support & Assemblies TY 10 BWG (1) SA (P)	5	EA	$ 525.00	$ 2,625.00	$ 500.00	$ 2,500.00	$ 640.46	$ 3,202.30
17	321723	Pavement Markers and Markings TY I (W) 8" (SLD) (100MIL)	200	LF	$ 1.50	$ 300.00	$ 1.20	$ 240.00	$ 2.57	$ 514.00
18	321723	Pavement Markers and Markings TY I (W) 12" (SLD) (100MIL)	670	LF	$ 4.00	$ 2,680.00	$ 3.00	$ 2,010.00	$ 4.06	$ 2,720.20
19	321723	Pavement Markers and Markings TY I (W) 24" (SLD) (100MIL)	169	LF	$ 6.00	$ 1,014.00	$ 6.00	$ 1,014.00	$ 6.69	$ 1,130.61
20	321723	Pavement Markers and Markings TY I (W) Arrow (SLD) (100MIL)	8	EA	$ 125.00	$ 1,000.00	$ 115.00	$ 920.00	$ 114.81	$ 918.48
21	321723	Pavement Markers and Markings TY I (W) Word (SLD) (100MIL)	6	EA	$ 135.00	$ 810.00	$ 130.00	$ 780.00	$ 168.37	$ 1,010.22
22	321723	Pavement Markers and Markings TY II (W) 8" (SLD)	200	LF	$ 0.60	$ 120.00	$ 0.50	$ 100.00	$ 1.84	$ 368.00
23	321723	Pavement Markers and Markings TY II (W) 12" (SLD)	670	LF	$ 1.20	$ 804.00	$ 1.00	$ 670.00	$ 2.47	$ 1,654.90
24	321723	Pavement Markers and Markings TY II (W) 24" (SLD)	169	LF	$ 2.25	$ 380.25	$ 2.00	$ 338.00	$ 3.51	$ 593.19
25	321723	Pavement Markers and Markings TY II (W) Arrow	8	EA	$ 20.00	$ 160.00	$ 15.00	$ 120.00	$ 64.03	$ 512.24
26	321723	Pavement Markers and Markings TY II (W) Word	6	EA	$ 25.00	$ 150.00	$ 15.00	$ 90.00	$ 100.48	$ 602.88
27	321723	Elim. Pavement Markings (12")	134	LF	$ 1.75	$ 234.50	$ 2.00	$ 268.00	$ 2.01	$ 269.34
28	321723	Elim. Pavement Markings (24")	24	LF	$ 3.00	$ 72.00	$ 3.00	$ 72.00	$ 2.58	$ 61.92
29	344113	Installation of Highway Traffic Signal (Isolated)	1	EA	$ 8,500.00	$ 8,500.00	$ 18,583.00	$ 18,583.00	$ 24,882.72	$ 24,882.72
30	344113	Enforcement Lamps	4	EA	$ 165.00	$ 660.00	$ 150.00	$ 600.00	$ 215.71	$ 862.84
31	344130	Traffic Signal Cable (TY A) (14 AWG) (5 CONDR)	1,190	LF	$ 1.50	$ 1,785.00	$ 1.00	$ 1,190.00	$ 1.08	$ 1,285.20
32	344130	Traffic Signal Cable (TY A) (14 AWG) (7 CONDR)	315	LF	$ 2.00	$ 630.00	$ 1.00	$ 315.00	$ 1.62	$ 510.30
33	344130	Traffic Signal Cable (TY A) (14 AWG) (10 CONDR)	35	LF	$ 2.50	$ 87.50	$ 2.00	$ 70.00	$ 2.24	$ 78.40
34	344130	Traffic Signal Cable (TY A) (14 AWG) (20 CONDR)	285	LF	$ 3.00	$ 855.00	$ 3.00	$ 855.00	$ 3.34	$ 951.90
35	344130	Traffic Signal Cable (TY A) (14 AWG) (25 CONDR)	295	LF	$ 4.00	$ 1,180.00	$ 3.00	$ 885.00	$ 3.95	$ 1,165.25
36	344113	Pedestrian Pole Assembly	1	EA	$ 1,200.00	$ 1,200.00	$ 1,275.00	$ 1,275.00	$ 1,652.21	$ 1,652.21
37	344113	Pedestrian Push Button Pole	3	EA	$ 900.00	$ 2,700.00	$ 1,000.00	$ 3,000.00	$ 1,442.25	$ 4,326.75
38	344113	Aps Ped Detect (2" Push Buttons) and Push Button Signs	8	EA	$ 1,100.00	$ 8,800.00	$ 975.00	$ 7,800.00	$ 1,026.62	$ 8,212.96
39		Contingency	1	EA	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
		TOTAL - Eldorado Parkway (FM 2934) at Lenox Lane				$ 84,854.00		$ 92,005.00		128,701.99
		GRAND TOTAL - BOTH LOCATIONS				**$ 135,349.00**		**$ 139,000.00**		**$ 219,424.81**

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 BY AND BETWEEN THE CITY OF FRISCO AND ROADWAY SOLUTIONS, INC., FOR THE CONSTRUCTION OF TRAFFIC SIGNALS ON ELDORADO PARKWAY AT LENOX LANE AND FIRE STATION #6 DRIVEWAY IN THE CITY.

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 by and between the City of Frisco and Roadway Solutions, Inc., for the construction of Traffic Signals on Eldorado Parkway at Lenox Lane and Fire Station #6 Driveway, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #17.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **January 15, 2013**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute Amendment Number Two to the Professional Services Agreement by and between the City of Frisco and Kimley-Horn and Associates, Inc., for Professional Services for Legacy Elevated Water Storage Tank.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute Amendment Number Two to the Professional Services Agreement by and between the City of Frisco and Kimley-Horn and Associates, Inc. of Fort Worth, Texas, in the amount of $29,300, for the design of the Legacy Elevated Water Storage Tank (EST).

Background Information: In February 2011, City Council authorized the Agreement for Professional Services for a new elevated water storage tank on existing City property located east of Legacy Drive and south of Warren Parkway.

Amendment Number One was approved by City Council on August 16, 2011, to revise the plans for the relocation of the elevated tank to property located south of and adjacent to Fire Station No. 3.

Amendment Number Two will provide for surveying, plat preparation, and construction plan revisions related to access drive changes and terms of the land swap agreement.

The total cost of the Engineering Agreement including Amendments Number One and Number Two will be $373,360.

Alternatives: City Council could consider the following alternatives:

- Approval of the Resolution
- Deny approval of the Resolution

Financial Considerations: Staff recommends that funding for the design of this project come from Bond funds.

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:

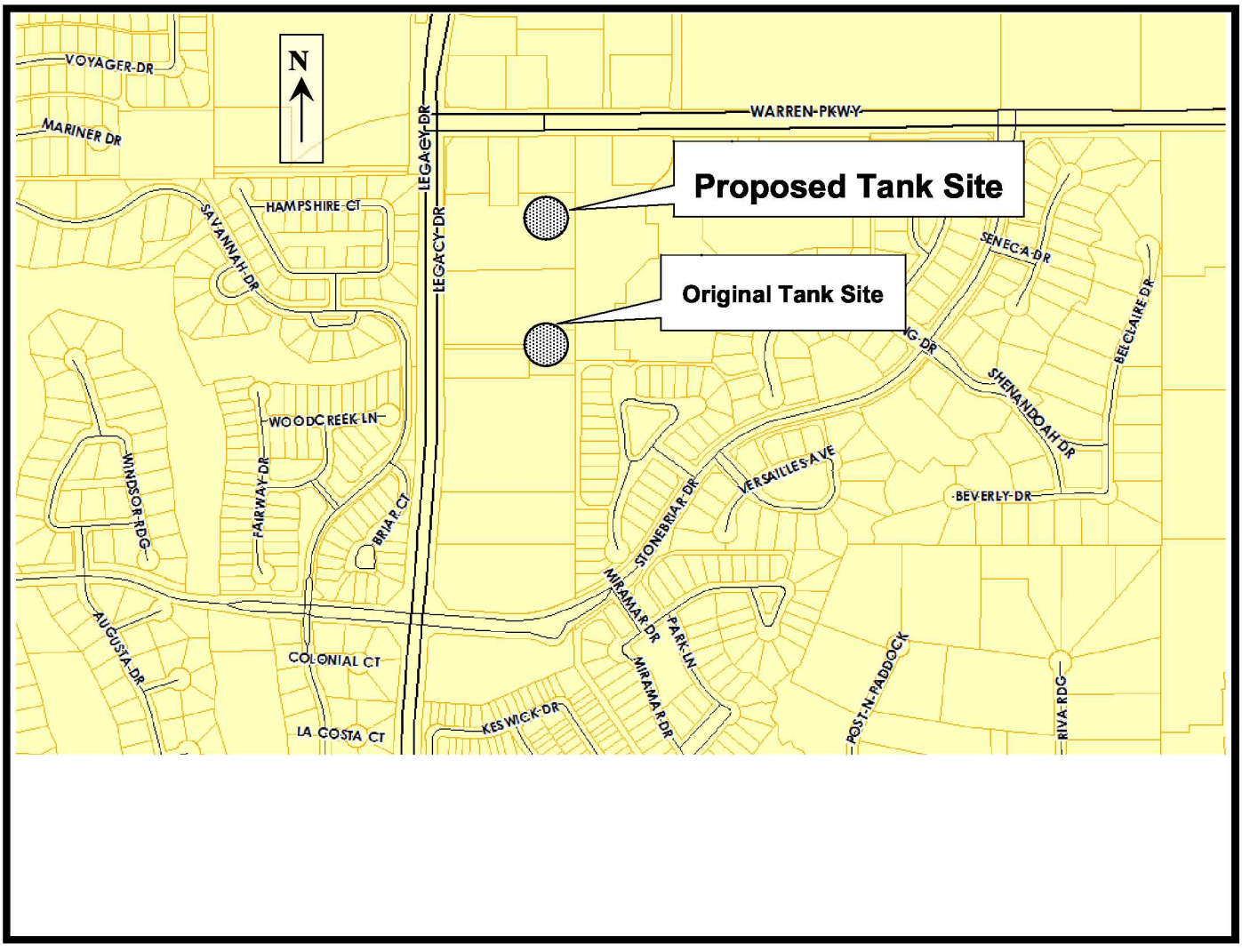
- Project Location Map
- Resolution
- Amendment to the Professional Services Agreement

Staff Recommendation: Staff recommends approval.

FRISCO
PROGRESS IN MOTION

Professional Services Agreement – Amendment #2
Kimley-Horn and Associates

Legacy Elevated Water Tank
January 15, 2013



AMENDMENT NUMBER TWO

TO AN AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

KIMLEY-HORN AND ASSOCIATES, INC. (CONSULTANT)

FOR

PROFESSIONAL SERVICES

Made as of the _____ day of _____ in the year Two Thousand 2013:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5400
Facsimile: (972) 292-5016

and the Consultant: Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 950
Fort Worth, Texas 76102
Telephone: (817) 335-6511
Facsimile: (817) 335-5070

for the following Project: Design and Bid Package Preparation and Construction Phase Services the 1.5 Million Gallon Elevated Storage Tank, Southeast of Legacy Drive and Warren Park Intersection

The City and the Consultant agree as set forth below.

THIS AMENDMENT is made and entered by and between the City of Frisco, Texas, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and Kimley-Horn and Associates, Inc., hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Amendment Number Two."

WHEREAS, the City and the Consultant entered into that certain agreement for professional services for Design and Bid Package Preparation and Construction Phase

Services the 1.5 Million Gallon Elevated Storage Tank, Southeast of Legacy Drive and Warren Park Intersection, dated February 17, 2011, and Amendment Number One dated August 16, 2011, which are incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Agreement;" and

WHEREAS, the City desires to modify the Scope of Services contained in the Agreement to engage the services of the Consultant to perform additional professional services; and

WHEREAS, the Consultant desires to render such professional services for the City upon the terms and conditions provided in the Agreement, as amended by this Amendment Number Two; and

WHEREAS, the City and 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. **Article 1, Section 1.2, Scope of Services** - Article 1, Section 1.2 of the Agreement is hereby amended as follows:

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

2. **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 the execution of this Agreement, and to proceed diligently with said work to completion as described in Exhibits "B", "I", and "K", which are incorporated herein by reference for all purposes.

3. **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, for an amount not-to-exceed **Three Hundred Seventy Three Thousand Three Hundred Sixty and 00/100 dollars** ($373,360.00) ("Consultant's Fee") and shall be paid in accordance with Article 3 and as set forth in Exhibits "B", "I" and "K", which are incorporated herein by reference for all purposes.

4. **Article 3, Section 3.1.1, Completion of Record Documents** - Article 3, Section 3.1.1 of the Agreement is hereby amended as follows:

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

5. **Article 3, Section 3.2, Direct Expenses** - Article 3, Section 3.2 of the Agreement is hereby amended as follows:

   "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 set forth in Exhibits "B", "I", and "K" 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."

6. **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 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 Exhibits "B", "I", and "K". 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."

7. **Amendment to Agreement, Article 4, Section 4.1, Ownership of Documents** - Article 4, Section 4.1 of the Agreement is hereby amended as follows:

   "**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", "H", and "J". 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 Exhibits "A", "H", and "J" to reflect changes while working on the Project through the date of completion of the work, as solely determined by the 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."

8. **Counterparts**. This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes. If so executed, each of such counterparts shall, collectively,

constitute one Amendment Number Two. A facsimile signature will also be deemed to constitute an original if properly executed.

9. **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.

10. **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.

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

12. **Entire Agreement**. This Amendment Number Two, Amendment Number One, 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 Two may only be amended by written agreement duly executed by all parties hereto.

13. **Venue**. This Amendment Number Two shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

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

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

CITY
City of Frisco, Texas

By: _____
George Purefoy
Title: City Manager

CONSULTANT
Kimley-Horn and Associates, Inc.

By: _____
Glenn A. Gary, P.E.
Title: Principal

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 _____, 2013.

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

STATE OF TEXAS:

COUNTY OF Tarrant :

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 DAY OF January, 2013.

ORTENCIA JOHNSON
Notary Public, State of Texas
My Commission Expires
May 29, 2015

Ortencia Johnson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: May 29, 2015

EXHIBIT "J"
SCOPE OF SERVICES

LEGACY ELEVATED STORAGE TANK, SOUTHEAST OF LEGACY DRIVE AND WARREN PARKWAY INTERSECTION

I. PROJECT DESCRIPTION

This amendment is for the additional scope of services and compensation required to revise the final plans, submitted on December 11, 2011, to relocate the access drive for the elevated tank site to the City of Frisco Fire Station No. 3 property and for the preparation of additional property legal descriptions, easement documents, and conveyance plats required to be included in the agreement to exchange property ownership between the City and the owner of Lots 6, 7, 8, and 9 of the Revised Conveyance Plat for Legacy Medical Plaza II; Lot 4R of Revised Conveyance Plat for Legacy Medical Plaza; and Lot 5 of Conveyance Plat for Legacy Medical Plaza.

II. GENERAL REQUIREMENTS

Not applicable.

III. TASK SUMMARY, ADDITIONAL BASIC SERVICES

A. Task Eighteen – Preliminary Design Services

a. Property Descriptions, Easement Documents, and Conveyance Plat Services

1. Production of the following property descriptions, easement documents, conveyance plats (Metes and Bounds Descriptions and Exhibits)

i. Exhibit A-1: Old Tower and Well Site
ii. Exhibit A-2: Water Line Easement on Lot 6
iii. Exhibit B-3: New Tower Site (Lot 10)
iv. Exhibit C: Reserve Well Site
v. Exhibit E-1: Temporary Access Easement on Lot 7
vi. Exhibit E-2: Temporary Slope and Grading Easement on Lot 7
vii. Exhibit E-3: Water Line Easement on Lot 7

viii. Exhibit E-4: Utility Easement on Lot 7
ix. Exhibit E-5: Temporary Construction Easement on Lot 6
x. Exhibit E-6: Water Line Easement on Lot 4R
xi. Exhibit E-7: Permanent Access and Utility Easement on Lot 4R
xii. Exhibit E-8: Access and Utility Easement on Old Tower and Well Site
xiii. Revised Conveyance Plat and/or Final Plat for Legacy Medical Plaza II, Lots 6R, 7R, & 10.
xiv. Revised Conveyance Plat and/or Final Plat for Lot 4R of Legacy Medical Plaza, Lot 4R, Lot 5 of Legacy Medical Plaza, and Old Tower and Well Site.

b. Deliverables
  i. Provide the City with executable copies of the documents listed in Task Eighteen.

B. Task Nineteen - Final Design Services

a. Revise the following engineering plan sheets to reflect the driveway access change from Lot 9, Block A of Legacy Medical Plaza II to the Fire Station No. 3 property.

i. Sheet 6 – Final Plat
ii. Sheet 7 – Paving and Dimensional Control Plan
iii. Sheet 8 – Grading and Drainage Plan and Profile
iv. Sheet 9 – Storm Drain Plan and Profile
v. Sheet 10 – Water Line Plan and Profile
vi. Sheet 18 – Erosion Control Plan
vii. Sheet 20 – Landscaping Plan
viii. Sheet 22 – Irrigation Plan
ix. Sheet E1 – Electrical Site Plan

b. Deliverables
  i. Re-submit to the City 95% plans, specifications, contract documents, and opinion of probable construction cost for review and comments for the project.
  ii. Submit final plans to the following regulatory agencies for review: Texas Commission on Environmental Quality (TCEQ)

c. Meeting
  i. Attend one (1) meeting with City staff to present and review the updated 95% plans.

EXHIBIT "J"
SCOPE OF SERVICES

LEGACY ELEVATED STORAGE TANK, SOUTHEAST OF LEGACY DRIVE AND WARREN PARKWAY INTERSECTION

III. TASK SUMMARY, ADDITIONAL SPECIAL SERVICES.

A. Consultant is not required to provide any additional special services.

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 Two.

EXHIBIT "K"
PROJECT BUDGET SUMMARY

LEGACY ELEVATED STORAGE TANK, SOUTHEAST OF LEGACY DRIVE AND WARREN PARKWAY INTERSECTION

I. Basic Services	
A. Data Collection	
1. Surveying Services	$ 0.00
2. Geotechnical Investigation	$ 0.00
Subtotal, Data Collection	**$ 0.00**
B. Conceptual Design	**$ 0.00**
C. Preliminary Design	
(Expected Completion Date: February 2013)	
1. Additional exhibits, easements, plats	$ 13,000.00
2. Right of Way Documents	$ 0.00
Subtotal, Preliminary Design Plans	**$ 13,000.00**
D. Final Design/Construction Plans	
(Expected Completion Date: February 2013)	
1. Revise Plans and Bid Documents	$16,300.00
2. Bid Documents (includes plans, specifications and contract documents)	$ 0.00
Subtotal, Final Design/Construction Plans	**$ 16,300.00**
E. Bid Phase Services.	**$ 0.00**
F. Construction Administration Services	**$ 0.00**
G. Completion of Record Documents (As-Builts)	**$ 0.00**
Total Basic Services (Lump Sum, Not-To-Exceed)	**$ 0.00**
II. Special Services	
A. *Total Special Services (Lump Sum, Not-To-Exceed)*	**$ 0.00**
III. Direct Expenses	**$ 0.00**
IV. *Project Budget, Grand Total (Lump Sum, Not-To-Exceed)*	**$29,300.00**

EXHIBIT "K"
PROJECT BUDGET SUMMARY

LEGACY ELEVATED STORAGE TANK, SOUTHEAST OF LEGACY DRIVE AND WARREN PARKWAY INTERSECTION

I. PROJECT BUDGET SUMMARY

Task	Task	Original Agreement	Amendment #1	Amendment #2	TOTAL
1	Platting and Easements	$25,300.00	0	0	$25,300.00
2	Tank Design Survey	$7,200.00	0	0	$7,200.00
3	Geotechnical	$8,110.00	0	0	$8,110.00
4	Preliminary Design	$44,850.00	0	0	$44,850.00
5	Final Design	$44,250.00	0	0	$44,250.00
6	SWPPP	$4,100.00	0	0	$4,100.00
7	Specifications	$14,400.00	0	0	$14,400.00
8	Bid Phase	$15,500.00	0	0	$15,500.00
9	Control Staking	$2,600.00	0	0	$2,600.00
10	Construction Phase	$37,340.00	0	0	$37,340.00
11	Material Testing	$66,000.00	0	0	$66,000.00
12	Record Documents	$14,980.00	0	0	$14,980.00
13	TDLR	$14,980.00	0	0	$14,980.00
14	Tank Design Survey, new site	0	$5,000.00	0	$5,000.00
15	Geotechnical, new tank site	0	$4,500.00	0	$4,500.00
16	Prelim Design, new tank site	0	$21,200.00	0	$21,200.00
17	Additional Platting	0	$13,750.00	0	$13,750.00
18	Additional Prelim Design	0	0	$13,000.00	$13,000.00
19	Additional Final Design	0	0	$16,300.00	$16,300.00
Grand Total		$299,610.00	$44,450.00	$29,300.00	$373,360.00

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 TWO TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND KIMLEY-HORN AND ASSOCIATES, INC., TO PERFORM ENGINEERING SERVICES FOR THE LEGACY ELEVATED WATER STORAGE TANK; 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 Two to the Professional Services Agreement by and between the City of Frisco, Texas and Kimley-Horn and Associates, Inc., to perform engineering services for the Legacy Elevated Water Storage Tank, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #18.

Engineering Services
City of Frisco, Texas

FRISCO
PROGRESS IN MOTION

Memorandum

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

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

From: **Kathleen Stewart, Strategic & Real Estate Services Manager**

Date: **January 7, 2013**

Subject: **Consider and Act Upon a Resolution authorizing the City Manager or his designee to execute a Real Estate Contract for ROW Purchase from Connell Development Co.**

Action Requested: Approval of the contract for purchase of right-of-way (ROW) between the City of Frisco and the Connell Development Co. for 0.1891 acres for $49,422.

Background Information: During the construction and paving of Main Street on the south side of the Connell property, the paving encroached on the subject tract and paved over 0.1891 acres that had not been acquired by the City. The ROW is located along the north side of Main Street, between Frisco Street and John Elliot Drive.

Alternatives: None

Financial Considerations: Based on appraisals, a reasonable price for the right-of-way acreage is $6.00 per square foot or $49,422. Staff recommends acquisition of the property be funded from any lawful source, including but not limited to, General Obligation Bonds.

Legal Review: The contract has been reviewed by the city attorney.

Supporting Documents: Supporting Documents include the following items:

- Copy of Real Estate Contract.
- Copy of Resolution.

Staff Recommendation: Staff recommends approval of ROW acquisition. Staff will be present at the meeting to respond to your questions.

REAL ESTATE SALES CONTRACT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between the **CONNELL DEVELOPMENT CO.**, a Nevada corporation ("Seller"), P.O. Box 541057, Dallas, Texas 75354-1057, and the **CITY OF FRISCO, TEXAS**, 6101 Frisco Square Boulevard, Frisco, Texas 75034 ("Purchaser") upon the terms and conditions set forth herein.

ARTICLE I.

1.01. Seller hereby sells and agrees to convey by Special Warranty Deed (the "Deed"), and Purchaser hereby purchases and agrees to pay for, that certain real estate, and any improvements located thereon, being a tract of land containing approximately 0.1891 acres (8,237 square feet) of property located in the City of Frisco, Collin County, Texas, more fully described in the attached Exhibit A (the "ROW Property").

Seller also agrees to convey by Easement (the "Sidewalk Easement") to Purchaser an easement for a sidewalk containing approximately 0.0260 acres (1,135 square feet) located in the City of Frisco, Collin County, Texas, more fully described in the attached Exhibit B (the "Easement Property").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the ROW Property and the Easement Property, including any right, title and interest of Seller in and to adjacent streets, roads, alleys or rights-of-way, and including any right, title and interest of Seller in all oil, gas and other

minerals, together with any improvements situated on and attached to the ROW Property and the Easement Property (all of such real property, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

ARTICLE II.

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of FORTY-NINE THOUSAND FOUR HUNDRED TWENTY-TWO AND NO/100 DOLLARS ($49,422.00), to be adjusted at Closing (as defined below) for any closing costs and prorations.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in all cash at closing.

ARTICLE III.

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

Preliminary Title Commitment

3.02. Within ten (10) days after the execution date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall have caused Reunion Title Company, 1700 Redbud

Blvd., Suite 300, McKinney, Texas 75069, Attn: Loretta Boddy (the "Title Company") to issue a preliminary title commitment (the "Title Commitment"), accompanied by true, correct and legible copies of all recorded documents relating to easements, rights-of-way, and any instruments referred to in the Title Commitment as constituting exceptions or restrictions upon the title of Seller.

Review Period

3.03. Purchaser shall have ten (10) days (the "Review Period") after Purchaser's receipt of the later of the Title Commitment and Title Documents to review same and to deliver in writing to Seller such objections as Purchaser may have to anything contained in them (the "Objection Notice"), and in the event Purchaser states that the condition is not satisfactory, Seller shall promptly undertake to eliminate or modify all such unacceptable matters to the reasonable satisfaction of Purchaser, but shall be under no obligation to incur any cost in so doing. Purchaser hereby agrees that zoning ordinances and any items not objected to timely by Purchaser shall hereinafter be deemed to be permitted exceptions (the "Permitted Exceptions") and Purchaser shall not be entitled to object to the status of title, the survey or avoid the Closing on account of such permitted exceptions. In the event Seller is unable or unwilling to cure any objections contained in the Objection Notice within ten (10) days after receipt of same, Purchaser may, by written notice delivered within five (5) days thereafter, terminate this Contract and the Escrow Deposit shall be forthwith returned by the Title Company to Purchaser.

ARTICLE IV.

CLOSING

4.01. The Closing shall be at the offices of the Title Company ten (10) days following the expiration of the Review Period (which date is herein referred to as the "Closing Date").

4.02. At the closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the ROW Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

(1) Any exceptions approved or waived by Purchaser pursuant to this Contract; and

(2) Any exceptions approved by Purchaser in writing.

(b) Deliver to Purchaser a duly executed and acknowledged Sidewalk Easement conveying good and indefeasible title in the form of an easement over and access to the Easement Property;

(c) Deliver to Purchaser, at Purchaser's sole cost and expense, a Texas Owner's Title Policy issued by the Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple and easement title to the Property, subject only to those title exceptions listed in this Contract, such other exceptions as may be approved in writing by Purchaser or waived by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.

(d) Deliver to Purchaser possession of the Property.

4.03. At the Closing, Purchaser shall deliver to Seller the cash portion of the Purchase Price and shall pay all expenses in connection with the sale of the Property.

4.04. All state, county, and municipal taxes for the then current year relating to the Property shall be calculated as of the Closing Date and Seller's share shall be collected by Title Company at the Closing and remitted to the appropriate taxing jurisdictions in accordance with Section 26.11 of the Texas Property Tax Code. If there is any rollback tax liability for the Real Property that is triggered by the actions of the Seller prior to the Closing Date only, the Purchaser will be responsible for those taxes. Purchaser does not waive any exemption or other exception it, or the Property, may have from rollback taxes pursuant to Texas Property Tax Code §23.55(f) or other applicable law.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

4.05. If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

4.06. Each party shall pay any attorney's fees incurred by such party. All other costs and expenses of closing the sale and purchase shall be borne and paid for by the Purchaser.

ARTICLE V.

REAL ESTATE COMMISSIONS

5.01. Each party to this Contract represents and warrants to the other party that such party has had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated herein, other than the Broker(s) named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Broker(s) is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such party. Each party hereby agrees to indemnify, defend, protect and hold the other party harmless from and against any costs, expenses or liability for compensation, commission, fee, or charges which may be claimed by any agent, finder or other similar party, other than the named Broker(s), by reason of any dealings or acts of the indemnifying party.

ARTICLE VI.

CASUALTY

6.01. All risks of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, the improvement or improvements on the Property shall be damaged or destroyed by fire or other casualty, Purchaser may either terminate this Contract by written notice to Seller or close. If Purchaser elects to close, despite said damage or destruction, there shall be no reduction in the Purchase Price, and Seller shall assign to Purchaser Seller's right,

title and interest in and to all insurance proceeds, if any, resulting or to result from said damage or destruction.

ARTICLE VII.

REPRESENTATIONS

7.01. As a material inducement to the Seller and Purchaser to execute and perform its obligations under this Contract, the Seller hereby represents and warrants to the Purchaser as of the date of the execution of this Contract, and through the date of the Closing, as follows:

(a) Seller is the owner in fee simple of the Property;

(b) To Seller's current actual knowledge, there are no actions, suits, or proceedings (including condemnation) pending or threatened against the Property, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign.

(c) The Property is not in a water district.

(d) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, as Amended, and any applicable regulations promulgated thereunder.

(e) **AS IS. IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY BUYER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY SELLER, OR ANYONE ACTING ON BEHALF OF SELLER, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) PURCHASER HAS OR**

WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) PURCHASER IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY PURCHASER IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) PURCHASER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES SELLER OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. SELLER SHALL NOT HAVE (AND PURCHASER WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE PURCHASER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF AND SHALL BE CONTAINED IN THE DEED.

ARTICLE VIII.

BREACH BY SELLER

8.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may cancel this Contract upon giving written notice to Seller and Title Company as its sole and exclusive remedy.

ARTICLE IX.

BREACH BY PURCHASER

9.01. In the event Purchaser shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in this Contract having been satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller may cancel this Contract upon giving written notice to Purchaser and Title Company as its sole and exclusive remedy.

ARTICLE X.

MISCELLANEOUS

Survival of Covenants

(a) Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, shall survive the Closing and shall not be merged therein.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt

requested, addressed to the Seller or the Purchaser, as the case may be, at the address set forth herein above.

Texas Law to Apply

(c) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

Parties Bound

(d) This Contract shall be binding upon and inure to he benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Nondisclosure

(e) Neither party shall disclose to any person or entity the terms of this Agreement or the identity of the parties and shall not issue any press or other informational releases without the express written consent of each party.

Legal Construction

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

Integration

(g) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting

the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(h) Time is of the essence of this Contract.

Attorney's Fees

(i) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(j) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Compliance

(k) In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance.

Effective Date of Contract

(l) The term "effective date" of this Contract as used herein shall mean the later of the two (2) dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties.

Counterparts/Facsimile

(m) This Agreement may be executed by original or facsimile signatures in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Executed on the dates set forth at the signatures of the parties hereto.

SELLER:

CONNELL DEVELOPMENT CO.,
a Nevada corporation

By: Mark W. Connell
Mark W. Connell, President

Date Executed: 1/4/13

PURCHASER:

CITY OF FRISCO

By: _____
Name: _____
Title: _____

Date Executed: _____

PREPARED IN THE LAW OFFICE OF:

Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud, Suite 300
McKinney, Texas 75069
214.544-4000
214.544.4044(fax)

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

BEING a 0.1891 of an acre tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, said tract being a part of a 4.3406 acre tract (Tract 4) of land described in deed to Connell Development Co., as recorded in County Clerk Document No. 20070501000583430, Official Public Records Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a cap stamped "DATA LAND SERVICES" for the northwest corner of said Connell Development Tract 4, said corner being on the east line of an 11.935 acre tract (Tract 1) of land described in deed to City of Frisco, as recorded in Volume 5464, Page 6747, Deed Records Collin County, Texas (D.R.C.C.T.), said corner being on the east right-of-way line of Frisco Street (120' wide ROW), said corner being on a circular curve to the right having a radius of 1212.00 feet and whose chord bears South 00 degrees 45 minutes 37 seconds West, a distance of 196.81 feet;

THENCE Southeast, along said east line and said curve to the right, through a central angle of 09 degrees 15 minutes 33 seconds, an arc distance of 196.02 feet to a found 1/2 inch iron rod for the point of tangency;

THENCE South 05 degrees 21 minutes 30 seconds West, continuing along said east line, a distance of 180.48 feet to a set 5/8 inch iron rod with a cap stamped "DUNAWAY ASSOC. LP" for the POINT OF BEGINNING;

THENCE South 38 degrees 18 minutes 06 seconds East, departing said east line and across said Connell Development Tract 4, a distance of 57.91 feet to a set X in concrete for corner on a circular curve to the right having a radius of 5160.84 feet and whose chord bears South 80 degrees 35 minutes 43 seconds East, a distance of 200.14 feet;

THENCE Southeast, along said curve to the right, through a central angle of 02 degrees 13 minutes 19 seconds, an arc distance of 200.15 feet to a set X in concrete for the end of said curve;

THENCE South 79 degrees 27 minutes 03 seconds East, a distance of 92.98 feet to a set X in concrete for corner;

THENCE North 56 degrees 09 minutes 58 seconds East, a distance of 35.73 feet to a set 5/8 inch iron rod with a cap stamped "DUNAWAY ASSOC. LP" for corner on the east line of said Connell Development Tract 4, said corner being on the west right-of-way line of John W. Elliott Drive (90' wide ROW);

THENCE South 11 degrees 47 minutes 00 seconds West, along said west right-of-way line, a distance of 49.45 feet to the southeast corner of said Connell Development Tract 4, said corner being on the north right-of-way line of Main Street (F.M. 720)(variable width ROW);

THENCE North 78 degrees 24 minutes 16 seconds West, along said north right-of-way line, a distance of 144.88 feet to the beginning of a circular curve to the left, having a radius of 2586.48 feet and whose chord bears North 80 degrees 27 minutes 47 seconds West, a distance of 185.83 feet;

THENCE Northwest, along said north right-of-way line and said curve to the left, through a central angle of 04 degrees 07 minutes 03 seconds, an arc distance of 185.87 feet to the end of said curve and the most southerly southwest corner of said Connell Development Tract 4;

THENCE North 38 degrees 42 minutes 38 seconds West, along the west line of said Connell Development Tract 4, a distance of 25.79 feet to a set X in concrete for corner on the south line of the aforementioned City of Frisco Tract 1 (11.935 acres);

THENCE South 83 degrees 00 minutes 05 seconds East, departing said west line and along said south line, a distance of 17.90 feet to a set X in concrete for the southeast corner of said City of Frisco Tract 1 (11.935 acres);

THENCE North 38 degrees 51 minutes 20 seconds West, along the east line of said City of Frisco Tract 1 (11.935 acres), a distance of 35.78 feet to a set 5/8 inch iron rod with a cap stamped "DUNAWAY ASSOC. LP" for corner on the west line of said Connell Development Tract 4;

THENCE North 05 degrees 21 minutes 30 seconds East, along said east line, a distance of 18.18 feet to the POINT OF BEGINNING AND CONTAINING 8,237 square feet or 0.1891 acres of land more or less.

Basis of bearings being a 4.3406 acre tract (Tract 4) of land described in deed to Connell Development Co., as recorded in County Clerk Document No. 20070501000583430, O.P.R.C.C.T.

STATE OF TEXAS
REGISTERED
HAL MOKHTKOFF
5430
LAND SURVEYOR
10/11/12

DUNAWAY

A plat of even date accompanies this metes and bounds description.

B000298.009

CITY OF FRISCO
RIGHT-OF-WAY

0.1891 ACRES
8,237 SQUARE FEET

W.B. WATKINS SURVEY
ABSTRACT NO. 1004
COLLIN COUNTY, TX

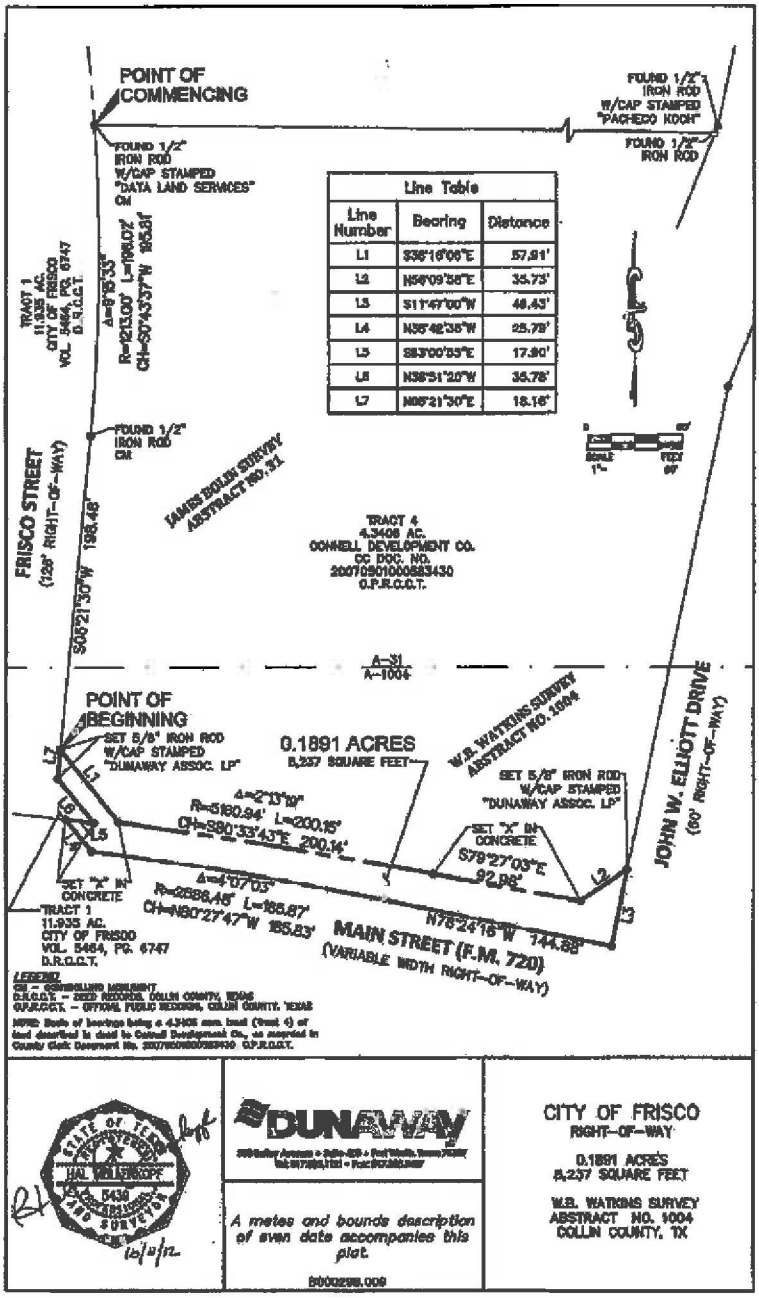

POINT OF COMMENCING
FOUND 1/2" IRON ROD W/CAP STAMPED "PACHECO KOCH"
FOUND 1/2" IRON ROD
FOUND 1/2" IRON ROD W/CAP STAMPED "DATA LAND SERVICES" CM
Line Table
Line Number | Bearing | Distance
L1 | S36°16'06"E | 57.91'
L2 | N56°09'58"E | 35.73'
L3 | S11°47'00"W | 48.43'
L4 | N35°42'35"W | 25.78'
L5 | S83°00'53"E | 17.80'
L6 | N38°31'20"W | 35.78'
L7 | N06°21'30"E | 18.16'
TRACT 1 11.935 AC. CITY OF FRISCO VOL. 5464, PG. 6747 D.R.C.C.T.
Δ=9°16'33" R=1213.00' L=196.02' CH=S07°43'37"W 195.81'
FOUND 1/2" IRON ROD CM
FRISCO STREET (128' RIGHT-OF-WAY)
S05°21'30"W 198.48'
JAMES BOLIN SURVEY ABSTRACT NO. 31
TRACT 4 4.3408 AC. CONNELL DEVELOPMENT CO. CC DOC. NO. 20070901000883430 O.P.R.C.C.T.
A-31 A-1004
POINT OF BEGINNING
SET 5/8" IRON ROD W/CAP STAMPED "DUNAWAY ASSOC. LP"
0.1891 ACRES 8,237 SQUARE FEET
W.B. WATKINS SURVEY ABSTRACT NO. 1004
SET 5/8" IRON ROD W/CAP STAMPED "DUNAWAY ASSOC. LP"
JOHN W. ELLIOTT DRIVE (90' RIGHT-OF-WAY)
Δ=2°13'19" R=5180.94' L=200.15' CH=S80°33'43"E 200.14'
SET "X" IN CONCRETE
S79°27'03"E 92.96'
Δ=4°07'03" R=2888.48' L=186.87' CH=N80°27'47"W 186.83'
N76°24'18"W 144.88'
SET "X" IN CONCRETE
TRACT 1 11.935 AC. CITY OF FRISCO VOL. 5464, PG. 6747 D.R.C.C.T.
MAIN STREET (F.M. 720) (VARIABLE WIDTH RIGHT-OF-WAY)
CM - CONTROLLING MONUMENT
D.R.C.C.T. - DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
NOTE: Basis of bearings being a 4.3408 acre tract (Tract 4) of land described in deed to Connell Development Co., as recorded in County Clerk Document No. 20070901000883430 O.P.R.C.C.T.
STATE OF TEXAS
JAL WILLOUGHBY
5439
REGISTERED PROFESSIONAL LAND SURVEYOR
10/2/20
DUNAWAY
A metes and bounds description of even date accompanies this plat.
80002598.009
CITY OF FRISCO
RIGHT-OF-WAY
0.1891 ACRES
8,237 SQUARE FEET
W.B. WATKINS SURVEY
ABSTRACT NO. 1004
COLLIN COUNTY, TX

EXHIBIT B

Easement Property

LEGAL DESCRIPTION

BEING a 0.0260 of an acre tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, said tract being a part of a 4.3408 acre tract (Tract 4) of land described in deed to Connell Development Co., as recorded in County Clerk Document No. 20070501000553430, Official Public Records Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a cap stamped "DATA LAND SERVICES" for the northeast corner of said Connell Development Tract 4, said corner being on the east line of an 11.035 acre tract (Tract 1) of land described in deed to City of Frisco, as recorded in Volume 5484, Page 5747, Deed Records Collin County, Texas (D.R.C.C.T.), said corner being on the east right-of-way line of Frisco Street (125' wide ROW), said corner being on a circular curve to the right having a radius of 1213.00 feet and whose chord bears South 00 degrees 43 minutes 37 seconds West, a distance of 195.81 feet;

THENCE Southward, along said east line and said curve to the right, through a central angle of 09 degrees 15 minutes 33 seconds, an arc distance of 195.02 feet to a found 1/2 inch iron rod for the point of tangency;

THENCE South 05 degrees 21 minutes 30 seconds West, continuing along said east line, a distance of 196.48 feet to a set 5/8 inch iron rod with a cap stamped "DUNAWAY ASSOC. LP" for corner;

THENCE South 38 degrees 16 minutes 06 seconds East, departing said east line and across said Connell Development Tract 4, a distance of 52.26 feet to the POINT OF BEGINNING;

THENCE South 79 degrees 58 minutes 13 seconds East, a distance of 67.70 feet to a point for corner, said corner being on a circular curve to the right having a radius of 327.45 feet and whose chord bears South 81 degrees 36 minutes 05 seconds East, a distance of 48.24 feet;

THENCE Southeast, along said curve to the right, through a central angle of 08 degrees 26 minutes 57 seconds, an arc distance of 48.29 feet to a point for corner at the end of said curve;

THENCE South 79 degrees 42 minutes 26 seconds East, a distance of 94.92 feet to a point for corner, said corner being on a circular curve to the left having a radius of 198.89 feet and whose chord bears South 86 degrees 43 minutes 38 seconds East, a distance of 12.33 feet;

THENCE Southeast, along said curve to the left, through a central angle of 03 degrees 32 minutes 58 seconds, an arc distance of 12.33 feet to the point of reverse curvature of a circular curve to the right having a radius of 94.82 feet and whose chord bears South 85 degrees 28 minutes 01 seconds East, a distance of 20.59 feet;

THENCE Southeast, along said curve to the right, through a central angle of 12 degrees 20 minutes 30 seconds, an arc distance of 20.43 feet to a point for corner at the end of said curve;

THENCE South 79 degrees 10 minutes 16 seconds East, a distance of 60.60 feet to a point for corner;

THENCE South 56 degrees 09 minutes 58 seconds West, a distance of 8.16 feet to a set X in concrete for corner;

THENCE North 79 degrees 27 minutes 03 seconds West, a distance of 92.98 feet to a set X in concrete for corner on a circular curve to the left having a radius of 5180.94 feet and whose chord bears North 80 degrees 33 minutes 43 seconds West, a distance of 200.14 feet;

THENCE Northwest, along said curve to the left, through a central angle of 02 degrees 13 minutes 19 seconds, an arc distance of 200.15 feet to a set X in concrete for the end of said curve;

THENCE North 38 degrees 16 minutes 06 seconds West, a distance of 5.55 feet to the POINT OF BEGINNING AND CONTAINING 1,135 square feet or 0.0260 acres of land more or less.

Basis of bearings being a 4.3408 acre tract (Tract 4) of land described in deed to Connell Development Co., as recorded in County Clerk Document No. 20070501000553430, O.P.R.C.C.T.

STATE OF TEXAS
REGISTERED
HALLBOLLENKOFF
5438
PROFESSIONAL
LAND SURVEYOR
10/11/12

DUNAWAY

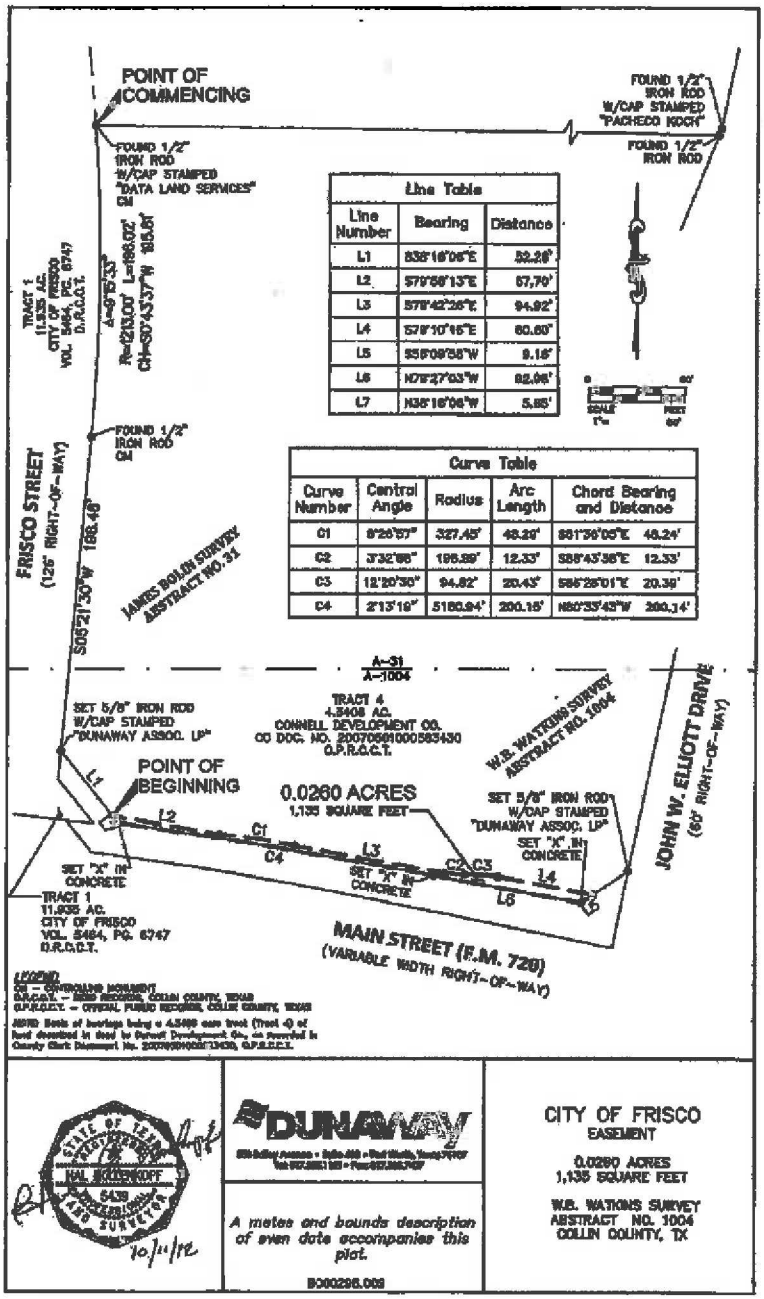
A plat of even date accompanies this metes and bounds description.

B000298.009

CITY OF FRISCO
EASEMENT

0.0260 ACRES
1,135 SQUARE FEET

W.B. WATKINS SURVEY
ABSTRACT NO. 1004
COLLIN COUNTY, TX


POINT OF COMMENCING
FOUND 1/2" IRON ROD W/CAP STAMPED "DATA LAND SERVICES" CM
FOUND 1/2" IRON ROD W/CAP STAMPED "PACHECO KOCH"
FOUND 1/2" IRON ROD
TRACT 1 11.935 AC. CITY OF FRISCO VOL. 5484, PG. 6747 O.R.C.C.T.
Δ=9°15'53" R=1210.00' L=195.02' CH=S01°43'37"W 194.81'
FOUND 1/2" IRON ROD CM
FRISCO STREET (120' RIGHT-OF-WAY)
S05°21'30"W 166.48'
JAMES BOLIN SURVEY ABSTRACT NO. 31
A-31
A-1004
TRACT 4 4.3409 AC. CONNELL DEVELOPMENT CO. CC DOC. NO. 20070501000583430 O.P.R.C.C.T.
W.B. WATKINS SURVEY ABSTRACT NO. 1004
JOHN W. ELLIOTT DRIVE (80' RIGHT-OF-WAY)
SET 5/8" IRON ROD W/CAP STAMPED "DUNAWAY ASSOC. LP"
POINT OF BEGINNING
0.0260 ACRES
1,135 SQUARE FEET
SET 5/8" IRON ROD W/CAP STAMPED "DUNAWAY ASSOC. LP"
SET "X" IN CONCRETE
SET "X" IN CONCRETE
SET "X" IN CONCRETE
TRACT 1 11.935 AC. CITY OF FRISCO VOL. 5484, PG. 6747 O.R.C.C.T.
MAIN STREET (F.M. 720) (VARIABLE WIDTH RIGHT-OF-WAY)
L1
L2
C1
C4
L3
C2
C3
L4
L8
Line Table
Line Number | Bearing | Distance
L1 | S38°16'06"E | 32.28'
L2 | S79°56'13"E | 67.79'
L3 | S78°42'26"E | 94.92'
L4 | S78°10'16"E | 60.60'
L5 | S55°09'58"W | 9.16'
L6 | N78°27'03"W | 92.06'
L7 | N36°16'06"W | 5.85'
Curve Table
Curve Number | Central Angle | Radius | Arc Length | Chord Bearing and Distance
C1 | 9°26'57" | 327.45' | 48.39' | S81°39'05"E 48.34'
C2 | 3°32'56" | 196.89' | 12.33' | S88°43'38"E 12.33'
C3 | 12°20'30" | 94.82' | 20.43' | S86°26'01"E 20.39'
C4 | 2°13'19" | 5160.94' | 200.15' | N80°35'43"W 200.14'
LEGEND
CM - CONTROLLING MONUMENT
D.R.C.C.T. - DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
BEING Basis of bearings being a 4.3409 acre tract (Tract 4) of land described in deed to Connell Development Co., as recorded in County Clerk Document No. 20070501000583430, O.P.R.C.C.T.
STATE OF TEXAS
HAL HOFFKOFF
5439
REGISTERED LAND SURVEYOR
10/14/22
DUNAWAY
A metes and bounds description of even date accompanies this plat.
B300296.009
CITY OF FRISCO
EASEMENT
0.0260 ACRES
1,135 SQUARE FEET
W.B. WATKINS SURVEY
ABSTRACT NO. 1004
COLLIN COUNTY, TX

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 REAL ESTATE CONTRACT BETWEEN THE CITY OF FRISCO AND THE CONNELL DEVELOPMENT CO. FOR $49,422.00 FOR THE PURCHASE OF 0.1891 ACRES OF ROW; 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 Real Estate Sales Contract between The City of Frisco and the Connell Development Co., for $49,422.00 for the purchase of 0.1891 acres of ROW, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2013.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #19.

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: **January 4, 2013**

Subject: **Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Freese and Nichols, Inc. for professional design services for Rolater Road Median Project. (Parks/JED)**

Action Requested: Staff requests that Council consider and act upon approving a resolution authorizing the City Manager to execute an agreement for professional design services for Rolater Road Median Project in the amount of $43,510, lump sum fee.

Background Information: The program for the improvements is for approximately 3 miles of Rolater Road median from Preston Road to the east and ending at Independence Parkway. This project will include various ornamental tree plantings and irrigation of all areas within the median back of curb. The purpose of this project is to replace approximately 90 trees that were transplanted when a new water line and street light installations were made to Rolater Road over the last couple of years.

Board Review/Citizen Input: The Parks and Recreation Board is aware of this project.

Alternatives:
- Approve
- Table

- Not Approve
- Direct staff to make changes

Financial Considerations: Funding for the design will be from General Obligation Roadway Bond Funds.

Legal Review: The attorneys have reviewed and approved the agreement as to form.

Supporting Documents:
- Agreement
- Resolution

Staff Recommendation: Approve Agreement for professional design services for improvements on Rolater Road Medians in the amount of $43,510.

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

FREESE AND NICHOLS, INC. (CONSULTANT)

FOR

LANDSCAPE ARCHITECTURAL AND ENGINEERING

DESIGN SERVICES AGREEMENT

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

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5000

and the Consultant: **Freese and Nichols, Inc.**
6136 Frisco Square Blvd.
Suite 200
Frisco, Texas 75034
Telephone: (972) 624-9200

for the following Project: **Rolater Road Median**

The City and the Consultant agree as set forth below.

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

WHEREAS, the City desires to engage the services of the Consultant to design and/or prepare construction documents for **Rolater Road Median**, 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 and feasibility study in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of the Consultant, who is performing the day-to-day services under this Agreement for the Project, is separated, for any reason, from employment with the Consultant, the Consultant shall notify, in writing, a minimum of five (5) business days prior to said separation unless circumstances reasonably warrant a shorter notice period which shall not exceed two (2) business days following the separation.

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

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

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

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

all purposes, but in no event shall the Project be completed any later than 180 days from 'Notice To Proceed' date.

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 Basis, for an amount not to exceed Forty-Three Thousand Five Hundred Ten Dollars and 00/100 **($43,510.00)**, ("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** – 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 Two Thousand One Hundred Seventy Five Dollars and 50/100 **($2,175.50)**. The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

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

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

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

Project at the commencement of construction, during the construction of the Project, or at the completion of construction.

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

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

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

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

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

(and/or the RAS who completed the inspection) and the City with written verification of the corrective measures completed.

3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that the final five percent (5%) of Consultant's Fee allocated for the design of the Project, or Two Thousand One Hundred Seventy Five Dollars and 50/100 **($2,175.50)**, 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*
--	Principal	$ 200.00 / HR
--	Project Manager	$ 165.00 / HR
--	Senior Landscape Architect	$ 185.00 / HR
--	Project Engineer	$ 140.00 / HR
--	E.I.T.	$ 115 .00 / HR
--	Senior Environmental Scientist	$ 160.00 / HR
--	Environmental Scientist	$ 115.00 / HR
--	Landscape Architect	$ 100.00 / HR
--	Design / CAD Technician	$ 90.00 / HR
--	Clerical	$ 70.00 / HR

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 (10th) 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:

John E. Doshier, Parks Project Manager
City of Frisco
6726 Walnut Street (Physical Address)
6101 Frisco Square Blvd. (Mailing Address)
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:

Freese and Nichols, Inc
6136 Frisco Square Blvd.
Suite 200
Frisco, Texas 75034
Telephone: (972) 624-9200

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 2012-2013 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 2012-2013 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: _____

Name: George Purefoy

Title: City Manager

CONSULTANT
Freese and Nichols, Inc.

By: _____

Name: TRICIA H. HATLEY

Title: VICE PRESIDENT

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

STATE OF TEXAS:

COUNTY OF Dallas :

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th DAY OF December, 2012.

Cheryl Goodell
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 9-27-2016

CHERYL GOODELL
Notary Public, State of Texas
My Commission Expires
September 27, 2016

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City) and Freese and Nichols, Inc. (Consultant) for Rolater Road Median, hereinafter referred to as the (Project).

I. PROJECT DESCRIPTION

Freese and Nichols, Inc. ("FNI") will perform professional design services for the City of Frisco ("City") for developing construction documents for the median improvements for Rolater Road Median in Frisco Texas. FNI will prepare final construction documents for the median improvements for the purpose of bidding the work in accordance with City standards and budgets, as well as federal, state and local laws.

This scope of work includes professional landscape architectural design services. The program for the median improvements, scope of work and fee schedule is based upon an approved program as identified by the City on November 8, 2012 in a meeting with FNI.

II. CONSTRUCTION DOCUMENTS

A. BASE MAPPING AND FINAL PROGRAM DEVELOPMENT

1. FNI will utilize the as-built survey information for Rolater Road Median, as provided to FNI by the City. The City will also provide FNI any readily available information required to perform this Scope of Services for on-site and off-site conditions including, but not limited to: above and below ground utilities including irrigation sleeving; easements; property lines; right-of-ways, subdivision layouts, roadways, vegetation, soils/geotechnical information, hydrology/drainage information, etc. Based upon the information provided by the City, FNI will prepare an existing conditions base map(s) for use in Design Development and Final Construction Documents. Should any additional site survey information be necessary, the City will be responsible for providing this information.

2. During the base mapping, FNI will meet with the City staff to discuss the median development Program and specifically define the City's goals for the median improvements.

Task A Deliverables:

- Existing Conditions Base Maps
- Median Development Program

B. DESIGN DEVELOPMENT

1. Utilizing the existing conditions base maps, FNI will prepare Design Development drawings for the proposed Median improvements.

EXHIBIT "A"
SCOPE OF SERVICES

The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.

2. The City will provide to FNI all front end documents, contracts, insurance requirements, general conditions, etc. for use by FNI in preparing the specifications and contract documents.

3. Based upon the Design Development drawings, FNI will prepare a 50% completion cost estimate for the proposed median improvements.

4. FNI will prepare a preliminary Table of Contents for the specifications and contract documents.

5. FNI will submit the Design Development drawings, Cost Estimate and Table of Contents for the specifications and contract documents to the City for review and approval.

6. The City will forward, in writing, to FNI all review comments for the Design Development drawings submittal. FNI will obtain these comments and approval from the City prior to proceeding into the final construction documents.

Task B Deliverables:

- Design Development drawings
- Table of Contents for specifications and contract documents booklet
- Design Development Cost Estimate

C. FINAL CONSTRUCTION DOCUMENTS

1. Based upon approval from the City for the Design Development drawings submittal, FNI will prepare final Construction Documents at 100% level of completion. The Construction Documents will be comprised of the drawings and the specifications/ contract documents for the City to utilize in bidding the project. .

2. Based upon the 100% Construction Documents, FNI will prepare a final cost estimate for all the proposed Median improvements.

3. FNI will submit the final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. The accessibility review will include compliance with TAS and ADA requirements. Fees associated with this review will be included as a reimbursable expense.

EXHIBIT "A"
SCOPE OF SERVICES

Task C Deliverables:

- 100% Construction Documents
- Final Cost Estimate
- Submission of Construction Documents for TDLR review

D. BID PHASE

1. FNI will attend a pre-bid meeting with City representatives and the potential bidders.

2. FNI will prepare addendum(s), if required, during the bid phase.

3. FNI will assist the City in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the City for award of contract.

Task D Deliverables:

- Bid Tabulation
- Review of contractor's bids and letter of recommendation for award of contract

E. CONSTRUCTION ADMINISTRATION

1. FNI will assist the City by attending a pre-construction meeting, and a maximum of two (2) 2-hour progress meetings during construction to evaluate completion of work by the Contractor. Should the number of required meetings or amount of meeting time increase, such time can be provided by FNI as an additional service as requested and approved by the City in writing. The City will be responsible for the day-to-day administration of the construction contract.

2. FNI will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications will also be reviewed each month by FNI and will then be forwarded to the City with the appropriate recommendation.

3. FNI will assist the City in attending one (1) final project walk-through meeting with the Contractor and his subcontractors to review the completion of work. FNI will provide written comments to the City for the preparation of a final "punch list" for work to be completed by the Contractor.

Task E Deliverables:

- Processing of submittals and RFI's
- Field report from the final project walk-thru

EXHIBIT "A"
SCOPE OF SERVICES

III. ASSUMPTIONS

A. The City has preliminary program for the median improvements, but has not designated a construction budget for the project. Should the program substantially, as solely determined by the City, increase or the City should require a significant number of alternate bid items be included in the construction document package, FNI and the City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.

The following program summary was identified for the Rolater Road Median improvements in a meeting between FNI and City staff on November 8, 2012. There was no construction budget identified for this project at the time of this meeting.

The program for the improvements is for approximately 3 miles of Rolater Road median from Preston Road to the east and ending at Independence Pkwy and includes:

1. Various Ornamental Tree Plantings
2. Irrigation of all areas within the median back of curb.

B. The City will provide as expeditiously as possible all readily available base information that it currently has in its possession as necessary to complete the Scope of Services described herein. Should FNI need any additional survey information, the City will provide this information to FNI. ALL INFORMATION PROVIDED BY THE CITY IS ASSUMED TO BE ACCURATE AND COMPLETE, unless indicated otherwise by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to FNI and any costs associated with acquisition of information will be borne by the City.

C. This Scope of Services does not include water permitting related to the following agencies: U.S. Army Corps of Engineers 404 Permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications.

D. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.

E. Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services

EXHIBIT "A"
SCOPE OF SERVICES

F. The City will pay for all required governmental processing fees and public notice advertising costs.

G. This Scope of Services does not include any grading studies for the proposed median improvements.

H. It is anticipated that the median design will be prepared as one bid package. If additional bid packages are required by City for phasing breakouts, FNI will re-evaluate the scope of services to address additional fees not covered in this scope of work.

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

Agreement by and between the City of Frisco (City) and
Freese and Nichols, Inc. (Consultant) for

ROLATER ROAD MEDIAN

I. BASIS OF COMPENSATION

The cost for performing these services set forth herein is based upon an approved program and will be as follows:

Construction Documents (Basic Design Services)

A.	Base Map Preparation and Final Program Development (LS)	$5,553.00
B.	Design Development (Lump Sum)	$9,988.00
C.	Final Construction Documents (Lump Sum)	$15,527.00
D.	Bid Phase (Lump Sum)	$2,946.00
E.	Construction Administration (Lump Sum)	$4,996.00
Total Basic Design Services		**$39,010.00**
G.	Reimbursable Expenses (Not-to-Exceed)	$4,500.00
TOTAL - Basic Design Services and Reimbursable Fee (Not-to-Exceed)		**$43,510.00**

Reimbursable Expenses will be additional to the Basic Design Services cost and shall be in compliance with Exhibit D.

II. PROJECT SCHEDULE

Construction Documents to be 100% complete and delivered to the City within 180 days after Notice-to-Proceed is given to FNI by the City.

III. ADDITIONAL SERVICES

Additional Services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Items which would be considered Additional Services could include: any necessary site surveying or base map information, geotechnical investigation, design of additional program items beyond what has been identified by the City for the median improvements, alternate bid items, additional meetings with City Staff and/or presentation to other groups; additional site visits during construction activity, etc.

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 geo-referenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.

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

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

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

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

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

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

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

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

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

II. GUIDELINES FOR DIRECT EXPENSES.

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

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

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

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

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

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

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

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

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

A. 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.

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

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

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

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

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

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

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

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

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

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF DALLAS §

I, TRICIA H. HATLEY, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

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

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

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

____ Other: _____.

__✓__ None of the Above.

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

Signed this 12th day of Dec, 2012.

Tricia H. Hatley / VICE PRESIDENT
Signature of Official / Title

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

Sworn to and subscribed before me on this 12th day of December, 2012.

CHERYL GOODELL
Notary Public, State of Texas
My Commission Expires
September 27, 2016

Cheryl Goodell
Notary Public in and for the State of Texas
My commission expires: 9-27-2016

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

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

FREESE AND NICHOLS, INC

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

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

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

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

Adopted 01/13/2006

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

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

NONE

7

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

Amended 01/13/2006

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND FREESE AND NICHOLS, INC., TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR ROLATER ROAD MEDIAN PROJECT.

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 Freese and Nichols, Inc., to provide professional design services for Rolater Road Median Project, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #20.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

From: **Tom Johnston, Director of Administrative Services**

Date: **January 10, 2013**

Subject: **Consider and Act Upon Approval of a Purchase Order with CORE Construction Services of Texas, Inc. for a Job Order Contract for the Materials and Labor for Renovations of the Playground at Frisco Commons Park.**

Action Requested: City Council approval of a purchase order with CORE Construction Services of Texas, Inc. for a job order contract for materials and labor for renovations of the playground at Frisco Commons Park, in the amount of $159,667.

Background Information: The City of Frisco has an interlocal agreement with The Cooperative Purchasing Network (TCPN) for the purpose of purchasing certain products and services. CORE Construction Services of Texas, Inc. was awarded a Job Order Contract (JOC) by TCPN for the purpose of minor construction projects. Under section 2267.401 of the Government Code the City of Frisco has the authority to use a JOC for the purpose of completing specific projects. Staff is requesting the job order contract for materials and labor for renovations of the playground at Frisco Commons Park.

Board/ Citizen Input: None.

Alternatives: Council could choose not to approve at this time.

Financial Considerations: Funding for the Agreement will be from the Frisco Community Development Corporation. The documentation provides for $140,036 for materials and labor for installation and $19,631 for demolition costs.

Legal Review: Bob Roeder of Abernathy, Roeder, Boyd & Joplin reviewed the TCPN contract and approved as to form.

Supporting Documents: Department memo, copy of agreement and CORE"s TCPN contract submittals.

PROGRESS IN MOTION

Parks & Recreation Department
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: **1/7/2013**

Agenda Caption: **Consider and act upon approval of a purchase order with Core Construction Services of Texas Inc., for the purchase of materials and labor for the renovations to the playground at Frisco Commons.**

Action Requested: Approve a purchase order for the materials and labor for the renovations of the playground at Frisco Commons in the amount of $159,667.62.

Background Information: In coordination with the upcoming community build for Hope Park Frisco, there are a number of modifications that need to be made to the existing playground. The existing playground needs to be reconfigured slightly to allow the Hope Park playground to be constructed in the east side of the existing unit. This requires that the outside fence and swings be moved.

The Hope Park playground will be constructed by volunteers under the direction of Leathers Inc., similar to the existing playground. The new unit will be constructed using plastic lumber and other components that are durable and require less maintenance than wood. As this work is taking place, there are a great number of wooden elements on the existing playground that will be replaced with the plastic lumber. These modifications will minimize the yearly maintenance that is required to replace elements that are failing due to wood rot. There are also a number of elements that need to be replaced due to wear and tear or that need to be adjusted to meet current playground standards.

This purchase order will use a TCPN Coop Agreement, which has been previously approved by the attorneys and used by the City in the past.

It is anticipated that the unit will be closed from March until after the construction about 6 week later. Staff will be posting signs in January to announce the upcoming closure.

Board Review/Citizen Input: The Parks and Recreation Board and Community Development Corporation is aware of the project

Alternatives:

- Table the item
- Accept the bid and approve the resolution
- Not accept the bid and not approve the resolution and give staff direction on how to proceed

Financial Considerations: Funding for the Agreement will be from the Frisco Community Development Corporation

Legal Review: The TCPN Cooperation agreement has been reviewed by the attorneys.

Supporting Documents: TCPN Cooperation Contract and CORE Construction quote is attached.

Staff Recommendation: Approve a purchase order with Core Construction Services of Texas Inc. for materials and labor for the renovation of the playground at Frisco Commons.

R5081

CORE CONSTRUCTION

Company:
CORE Construction Services of Texas, Inc.

Contract(s):
Job Order Contract (JOC)

Contract Number:
R5081 (All PO's must reference "Per TCPN Contract")

Contract Term:
November 1, 2011 through October 31, 2012 (with the option to renew annually for six (6) additional years)

Products and Services:
New Construction, Renovations, Additions, Remodels, Mechanical, Electrical, Plumbing and Concrete Construction

Documents:
Click Here for Due Diligence Documents

Order Placement:
Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."

Pricing:
Contact vendor for pricing

Vendor Contacts:
Tim Erickson
10625 North County Road
Frisco, Texas 75034-3831
Office: (972) 668-9340
Fax: (972) 668-9351
Cell: (972) 922-4425

timerickson@coreconstructtx.com

Vendor Website:
http://www.coreconstruct.com

TCPN®
The Cooperative Purchasing Network

August 15, 2012

REC'D SEP 0 1 2012

Mr. Tim Erickson
President
CORE Construction Service of Texas, Inc.
10625 North County Road
Frisco, TX 75034

Re: Renewal Award of TCPN Annual Contract # R5081

Dear Mr. Erickson:

The Cooperative Purchasing Network (TCPN) is pleased to announce that CORE Construction Service of Texas, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to TCPN on October 20, 2011, and subsequent performance thereafter:

Contract

Cooperative Job Order Contracting Services (TX)

The contract will expire on October 31, 2013, completing the second year of a possible five year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between CORE Construction Service of Texas, Inc. and TCPN can be of great help to participating agencies. Please provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to contact Deborah Bushnell at 713-554-0460.

Sincerely,

Jason Wickel
President

11280 West Road • Houston, Texas 77065
888.884.7695 • Fax 800.458.0099 • www.TCPN.org

TCPN®
The Cooperative Purchasing Network

Subject: Authorization of Contract Award

To: Bob Baker

From: Jason Wickel

Date: October 31, 2011

BACKGROUND INFORMATION

The Region 4 Education Service Center Board of Directors established The Cooperative Purchasing Network (TCPN) on June 17, 1997 to provide cooperative purchasing opportunities to school districts and public entities statewide. The Board of Directors delegated responsibility for approval of new contracts to Region 4 ESC Deputy Executive Director, Division of Support Services.

ADMINISTRATIVE CONSIDERATIONS

Award(s) of annual contract(s) in compliance with the bid laws of the State of Texas are recommended.

RECOMMENDATIONS

TCPN recommends the following contracts be awarded based on the Request For Proposal (RFP) process:

Contract	Vendor	Term of Contract
Cooperative Job Order Contracting Services	Alpha Building Cooperation Basic IDIQ Centennial Contractors CORE Construction Corporate Facilities Management Services Dura Pier Facilities E Contractors USA Facilities USA Jamail & Smith Construction Kellogg Brown & Root LVI Facility Millennium Project Mirador Enterprises Nouveau Construction P2MG Rawlins Construction Restoration Specialist Sterling Structures T F Harper Tommy Klein Construction Vaughn Construction Vistacon General Construction W. Murrary Thompson Construction Weatherproofing Technologies Inc.	One Year with six (6) annual renewals

ACTION REQUIRED

Support documentation has been attached for reference. Please indicate your decision below and return.

☑ Approve

☐ Disapprove

Bob Baker — Signature

10/31/11 — Date

TAB 1 - VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between CORE CONSTRUCTION SERVICES OF TX, INC. *and*

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

Cooperative Job Order Contracting Services

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 7145 West Tidwell, Houston, TX 77092. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

GENERAL TERMS AND CONDITIONS

- **Customer Support**

  The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- **Assignment of Contract**

  No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only made to awarded vendor unless otherwise approved by TCPN.

  Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

- **Disclosures**

  Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

  Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

  The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- **Renewal of Contract**

  Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional Six (6) years if agreed to by TCPN and the vendor. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not.

- **Funding Out Clause**

  Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

  Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- **Ordering Procedures**

  Purchase orders are issued by participating entities to the awarded vendor stating *"Per TCPN Contract"*.

- **Shipments (if applicable)**

  The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- **Invoices**

  The awarded vendor shall submit invoices to the participating entity clearly stating *"Per TCPN Contract"*. The shipment tracking number or pertinent information for verification shall be made available upon request.

- **Tax Exempt Status**

  Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- **Reporting**

  The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
TCPN Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total _____

- **Payments**

  The entity using the contract will make payments directly to the awarded vendor.

- **Administrative Fees**

  The awarded vendor agrees to pay an administrative fee of four percent (4%) to TCPN based on total sales.

- ~~**Warranty conditions**~~

  ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~

- **Indemnity**

  The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

- **Franchise Tax**

  The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- **Marketing**

  Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from TCPN.

- **Supplemental Agreements**

  The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- **Certificates of Insurance**

  Certificates of Insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

19. Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

20. Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

21. 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 Agreement then such party shall give notice and full particulars of 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; lighting; 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 reasonably 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

22. Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

22. Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name	CORE Construction Services of Texas, Inc.
Address	10625 North County Road
City/State/Zip	Frisco, TX 75034
Telephone No.	972-668-9340
Fax No.	972-668-9351
Email address	TimErickson@COREConstruct.com
Printed name	Tim Erickson
Position with company	President
Authorized signature	

Acknowledge ADDENDUM NUMBERS One Two

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

_____ _____
Director of TCPN Date

_____
Print Name

_____ _____
Authorized Signature Date

_____
Print Name

TCPN Contract Number _____

TAB 2 - QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Bidder must indicate any and all states where products and services can be offered.
Please indicate the price co-efficient for each state if it varies.

☐ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

☐ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- ☐ American Samoa
- ☐ Federated States of Micronesia
- ☐ Guam
- ☐ Midway Islands
- ☐ Northern Marina Islands
- ☐ Puerto Rico
- ☐ U.S. Virgin Islands

☒ All Education Service Center areas in the State of Texas
If not all, list which ones are covered (1 through 20)
See www.tea.state.tx.us for ESC boundaries

2. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

a. **Minority/Women Business Enterprise**
Respondent certifies that this firm is an M/WBE ☐Yes ☒No

b. **Historically Underutilized Businesses**
Respondent certifies that this firm is a HUB ☐Yes ☒No

3. **Residency**

Responding Company's principal place of business is in the city of Frisco State of TX.

4. **Felony Conviction Notice**

Please check applicable box:

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. **Processing Information**

Company contact for:

Sales Reports/Accounts Payable

Contact Person: Megan Washington
Title: Accounts Payable
Company: CORE Construction Services of Texas, Inc.
Address: 10625 North County Road
City: Frisco State: Texas Zip: 75034
Phone: 972-668-9340 Fax: 972-668-9351
Email: MeganWashington@COREConstruct.com

Purchase Orders

Contact Person: Matt Letlow
Title: Project Manager
Company: CORE Construction Services of Texas, Inc.
Address: 10625 North County Road
City: Frisco State: Texas Zip: 75034
Phone: 972-668-9340 Fax: 972-668-9351
Email: MattLetlow@COREConstruct.com

Sales and Marketing

Contact Person: Tim Erickson
Title: President
Company: CORE Construction Services of Texas, Inc.
Address: 10625 North County Road
City: Frisco State: Texas Zip: 75034
Phone: 972-668-9340 Fax: 972-668-9351
Email: TimErickson@COREConstruct.com

6. **Pricing Information**

- ~~In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.~~ ☐Yes ☐No

  ~~*(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)*~~

- Pricing submitted includes the required TCPN administrative fee. ☒Yes ☐No

  ~~*(Fee calculated based on invoice price to customer)*~~

- ~~Additional discounts for purchase of a guaranteed quantity?~~ ☐Yes ☐No

7. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
None.			

TAB 3 - COMPANY PROFILE

Information About Your Company

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Company's organizational chart of those individuals that would be involved in the contract.
5. Corporate office location.
    a. List the number of sales and service offices for states being bid in solicitation.
    b. List the names of key contacts at each with title, address, phone and e-mail address.
6. Define your standard terms of payment.
7. Who is your competition in the marketplace?
8. What is your market share?
9. Are you gaining market share, losing market share, or maintaining market share?
10. What is your strategy to increase market share?
11. What differentiates your company from competitors?
12. Describe how your company will market this contract if awarded.
13. Describe how you intend on introducing TCPN to your company.
14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Green Initiatives

- We're committed to helping to build a cleaner future!

  According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

  The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

  As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

~~Vendor Certifications (if applicable)~~

- ~~Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable MWBE, HUB, and manufacturer certifications for sales and service.~~

TAB 3 COMPANY PROFILE

Please provide the following:

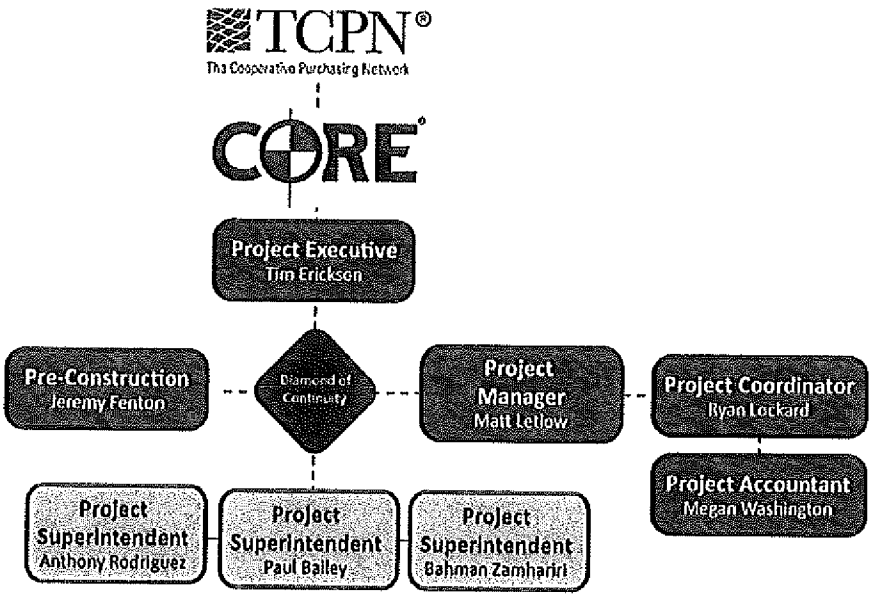
1. Company's official registered name.
CORE Construction Services of Texas, Inc.

2. Brief history of your company, including the year it was established.
CORE Construction Services of Texas, Inc. is pleased to submit our attached qualifications for the TCPN Coorperative Job Order Contracting Services Proposal. We are part of the CORE Construction Group which has offices in seven states and for more than 70 years, we have been considered a premier General Contractor. Our outstanding reputation for client service has enabled us to earn a spot in the Top 100 rankings by *Engineering News Record* Magazine for 2010 and 2011.

CORE's approach is to serve the client with a project that is safe, achieves the highest level of quality, and provides the greatest value. Every member of our firm understands our client focus and is driven to achieve at a level that exceeds your expectations. CORE's values of integrity, fairness, continuous improvement and results are understood by all on our team. We are dedicated to earning the trust of our clients through our adherence to teamwork and our CORE values.

3. Company's Dun & Bradstreet (D&B) number.
62-554-8938

4. Company's organizational chart of those individuals that would be involved in the contract.
Please refer to the chart below.



5. Corporate office location.
Headquarters: 3036 East Greenway Rooad | Phoenix, AZ 85032
Local Office: 10625 North County Road | Frisco, TX 75034

a. List the number of sales and service offices for states being bid in solicitation.
The State of Texas

b. List the names of key contacts at each with title, address, phone and e-mail address.
Tim Erickson, President
10625 North County Road | Frisco, TX 75034
P: 972-668-9340
E: TimErickson@COREConstruct.com

6. Define your standard terms of payment.
Net 30

7. Who is your competition in the marketplace?
Pogue Construction, McCarthy Building Companies, Ratcliff Constructors, Charter Builders and Lee Lewis Construction

8. What is your market share?
CORE Construction Services of Texas, Inc. has 5% of the market share in the Frisco area.

9. Are you gaining market share, losing market share, or maintaining market share?
CORE Construction Services of Texas, Inc. is maintaining market share.

10. What is your strategy to increase market share?
CORE Construction Services of Texas, Inc. strives to build relationships with clients (Owners and Architects) based on mutual trust and integrity.

Our business is the business of building. Essential to all buildings is its foundation. With a strong foundation, buildings can stand tall for centuries. At CORE, our foundation is built on trust. We believe that with trust as our foundation, anything is possible. Achieving this mission begins by building teams which have unwavering comprehensive trust in one another. Each team member knows that CORE stands for our CORE values of Integrity, Fairness and Continuous Improvement and Results; each team member also knos that these core value are fundamental elements of trust itself. Ultimately our mission includes earning the trust of our clients. We are dedicated to earning this trust through our adherence to teamwork, adherence to our CORE values and adherence to the the mindset that, The Client Decides.

11. What differentiates your company from competitors?
CORE Construction Services of Texas, Inc. has been providing premier services to clients in the public sector for more than 28 years. Much like TCPN, CORE has built a respected reputation with clients at the city and county level, the university and community college level and in public schools. As a full-service construction company, CORE successfully provides Construction Management, Design-Build and General Contracting services to all of our clients. We have a distinct Pre-Construction Department, Construction Department and Warranty Department enabling us to closely monitor our projects from inception through the life of the project. We take pride in our work and will do whatever is necessary to make that pride flow throughout the client and the community in which we are working.

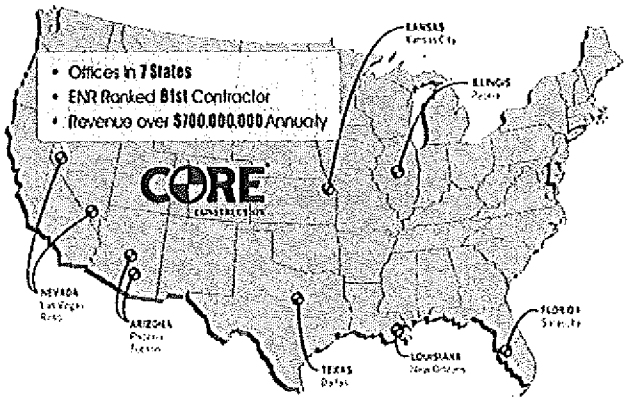
We will do whatever it takes to make our clients successful. This ideology coupled with a strong commitment to servicing our clients financially, creatively and efficiently yields a high rate of repeat clientele.

13. Describe how you intend on introducing TCPN to your company.
As demonstrated, CORE has a long, successful history of reaching out and marketing our services to public clients across the State of Texas.

CORE is excited about the opportunities the TCPN JOC Contract can offer TCPN, Public Owners and CORE. If selected, CORE will market the TCPN JOC Contract to each of our existing clients, as well as use this as a tool to market to new clients.

Reach out to Existing Clients: Many of our existing clients will find this TCPN JOC Contract useful. Our project teams will make it a priority to educate our clients on The Cooperative Purchasing Network and the opportunities it can provide. We will solicit this information as an added service we can provide to the client, when a repair, addition, or small project needs to take place immediately.

Inform Potential Clients: CORE's business development team is constantly travelling across Texas, in an effort to reach out to other potential clients. During client luncheons, board meetings, business conferences, ect. CORE's Business Development team will market the TCPN JOC Contract as a viable option to clients that desire immediate construction services, without the hassle of other procurement methods and procedures.



New Media: CORE Construction creates brochures and other marketing materials to inform the public about our services. If selected for the TCPN JOC Contract, CORE would like to include informational material about this JOC and advertise it as an added service CORE can provide to its clients. CORE's in-house IT staff can also make information about the TCPN JOC Contract information available on our company website at www.COREConstruct.com.

Environmental Policy Statement

As a responsible corporate citizen of society, CORE will make every effort to assist in the sustainability of the environment. We will pursue our daily business rooted with the following principles:

1. We will actively seek Leadership in Energy and Environmental Design (LEED) Green Building systems for each project we construct.
2. We will make every effort to encourage Green components in each aspect of our operation. Our objective is to minimize environmental costs by conserving resources, conserving energy, recycling materials, and expanding the life cycle of goods associated with our projects.
3. We will encourage continuous education and training in sustainability including attainment of LEED accreditation.

CORE RECYCLES

TAB 4 - SPECIFICATIONS

It is the intention of TCPN to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting Service and Related Services** Vendor(s) shall, at the request of any member institution, provide these products and/or covered services under the terms of this RFP and the Contract set forth in **5.0 Contract Terms and Conditions**. The awarded Vendor shall assist the end user TCPN member with making a determination of its individual needs, as stated below.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TCPN client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TCPN member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

DEFINITIONS AS DEFINED IN THIS PROPOSAL

The following is a list of definitions that are used throughout the request for proposal and in the pricing process. All of the definitions will as a whole be included in the contract for this program. This list includes established definitions from the Center for Job Contracting Excellence.

ASSIGNMENT, Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, or pledged, or otherwise disposed of or encumbered in any way by the contractor without the approval of TCPN.

ADDENDUMS, Additions to the contract or delivery order as agreed to by TCPN, the client member, and the contractor to meet specific or special contract requirements.

AUDIT CYCLE, Audits shall consist of a TCPN representative reviewing/comparing pricing on invoices and the appropriate R.S Means unit price book for JOC work performed for client members under this contract. Any issues will be reported to TCPN, contractor and the client member. Random audits will be performed on an annual basis.

BEST VALUE is determined with multiple parameters of past performance, previous experience, references, and price. Each comprises part of "best value" price is only one parameter as is past performance.

BUYER is the independent school district (ISD), institute of higher learning, government entity, or non-profit agency that uses this contract. (See Client Member)

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TCPN via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client. In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, four percent TCPN management fee, final site cleanup and all contingencies. It will also include all costs to the contractor associated with program and/or project management and administration, and sufficient jobsite supervision. Contractor's profit is also included.

CONTRACT AND CONTRACT DOCUMENTS include the following items; the TCPN solicitation, RFP, Qualification statements, Contractors proposal (all portions) including PGM and other key staff members, corporate commitments, marketing and business plans, negotiated oral commitments as noted and approved, and coefficients.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client Member for the PO.

DELIVERY ORDER MANAGER reports to the PGM and is the day to day field supervisor working with the Job Orders, proposals (estimates), subcontractors and interfacing with the client members.

EDUCATION SERVICE CENTER (ESC) is part of a Texas governmental agency (Texas Education Agency) providing services within their defined regions to school districts and other governmental entities.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement to by the client member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity (IDIQ) contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (R.S. Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services. (Texas Education Code 44.041

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

KEY STAFF MEMBERS are considered to be critical to the quality, implementation and successful support and execution of the program. The past performance and experience of the key staff that has been committed to the program will be evaluated. These are considered by TCPN to include the PGM, Delivery Order Managers, Business Manager, Safety/Environmental Manager, QA/QC Manager, and Marketing Manager. Also TCPN staff and the TCPN Facilities contract management group (KATA Consulting LLC).

MULTI-AWARD NON-COMPETE while JOC TCPN is a multi-award contracting program, no client member may compete delivery orders with other TCPN contractors.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PUBLIC INFORMATION ACT AND PROPRIETATRY MATERIALS, under the Public Information Act certain materials may be requested by the public. Contractors should not submit proprietary materials as part of their proposal. TCPN is subject to the Public Information Act, as are all public entities.

PROJECT GENERAL MANAGER (PGM) is the senior member of the contractor's team and will be the ultimate interface between TCPN and the client members.

PURCHASE ORDER (PO) is the client member's approval providing the authority to proceed with the negotiated delivery order under the contract and inter-local agreement. Special terms and conditions as agreed to between the contractor and the client member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the client member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6PM Monday thru Friday.

JOB ORDER PROPOSAL REQUEST is originated from the client member and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the JOC TCPN contract via the delivery order process.

THE COOPERATIVE PURCHASING NETWORK (TCPN) is the named organization doing cooperative contracting under the authority of the Region 4 Education Service Center.

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data.
The published quarterly updates will be allowed.

ADDITIONAL INFORMATION TO OFFERORS

1. TCPNs intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovations, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities. Each entity must have signed an inter-local agreement approved by their board or designated agent with TCPN.

2. A statement of work (SOW) and instructions, terms and conditions for each is included in this document. The statement of work is titled "Regional Contracts" (RC). The RC's will be awarded for one primary ESC and the immediate adjoining ESC's. OFFERORS ARE REMINDED THAT NO WORK IS OR HAS BEEN GUARANTEED UNDER THIS CONTRACT.

3. No contractor may win more than two of the RC contracts (this may be waived by TCPN if it is in the best interest of our client members) provided that all of the conditions for each have been met. Bonding for the RC contracts requires a surety letter of $ 2 million (two million dollars).

4. Contractors wishing to submit a job order proposal on two ESCs as prime contractor should clearly note the solicitations requirements for each and how its resources will be allocated for each of the primary RC's. (This will in part include requirements for two PGM's, two letters from the surety company for bonding and local offices for each).

5. Those companies seeking a RC should list each ESC Region by preference and propose a separate contract for each.

6. The price schedule for each of the above SOW's is combined. The contractor must designate his intentions as outlined when completing the price/delivery information.

7. It is anticipated that only one contractor for each RC / RC contractors may work within the boundaries of the immediately adjoining ESC. However, client members may request to contract to provide services in one location throughout the area. This would include RC contractors registering with the contractor's discretion, with approval of TCPN and would require the successful contractor to add personnel and/or subcontractors to any location.

8. Upon award the contractor may be designated as the JOC TCPN contractor by a client member via an approved inter-local agreement. No client member may compete Job Orders between contractors or designated hard bids in violation of Texas State law. The inter-local or interstate agreement (members in other states may conform to their state and local statutes in using TCPN contracts) must be signed between each member and TCPN.

9. It is the intention of TCPN to issue these contracts to give the client members a choice of contractors under best value to them. If a large state wide organization requests the use of one contractor for all of their JOC projects at all of their sites, it must be approved with the concurrence of TCPN and the contractor who will evaluate the contractors ability to execute these projects.

10. The contractor agrees to use as required Davis Bacon (See the UPB) or local wage rates that apply with some of the TCPN client members. The client member must supply any Davis Bacon or local wage rates requested.

11. The current annual edition of R.S. Means and quarterly adjustments will be the UPB used.

12. Contractors will be required to use Cost Works automated JOC software in preparing line item estimates. Contractor will supply at no charge one copy of Cost Works with training if requested.

13. Exaclamate may be used for insurance claims provided a co-efficient is listed

14. Contractors agree as part of their educational marketing programs to participate in statewide or regional conferences (approximately six per year).

15. The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members?

16. The proposal coefficient should provide reasonable oversight for engineering and architectural (A&E) design to meet both local and Texas state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via its own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the client member's concurrence. However, the client member must select the engineering or architectural services in accordance with state statutes.

    A&E selection and fees for this service will meet the requirements of the State of Texas for such selections and fee negotiations. The TCPN job order contracting program will follow the Texas State Statutes, as applicable, for the requirement of and selection for A/E services as of the date of this contract. Where possible design services will be approved by the client member's engineer or architect. If the client member does not have these services on staff or under direct contract, then the client member must make the selection per state law. TCPN reserves the right to modify this section per future changes or clarifications in the code or statutes.

17. AIA master text specifications or client member approved equivalent and all applicable local, state and national codes will apply to work done under this contract.

18. TCPN will receive **4% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty days of the invoice date. (see #20)

19. TCPN encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for the delivery orders.

20. It is the intent of TCPN to award these contracts without discussion. If at the sole discretion of TCPN the coefficients for a SOW are not competitive, TCPN reserves the right to conduct discussions and negotiations with the successful Offerors. If in the opinion of TCPN these negotiations have failed, TCPN will cease negotiations with that offeror and begin negotiations with the second best offeror for that RC.

21. TCPN will provide some oversight in assisting both the client members and the contractors in the marketing to the client members, This will consist of government to government due diligence training (education) and conferences, and provide at a minimum an annual audit and review of each of the contractors programs. This service will be paid for out of the 4% fee paid to the TCPN program by each contractor. TCPN will not market or sell directly for contractors.

22. TCPN reserves the right to re-award contracted regions without written notice to the contractor. This action will be taken if in the sole judgment of TCPN there has been poor performance, slow response, insufficient marketing, and lack of resources committed or in some cases at a client member's

request. Contractors from adjacent areas who may work in said region or the Texas Wide (TW) contractors may be called upon to fill any void.

23. Contractors will be encouraged to take any delivery order of ten thousand dollars or more in any region that they are contracted for and are encouraged to work with the client member identifying any "JOCable" work that may be available of any size. Any delivery order over $2,000,000 must be approved by TCPN, prior to accepting, in order to determine if it is "JOCable" work.

24. R.S.Means will be the unit price book for this contract using the R.S. Means right hand column ("Total Inc. O & P") and the most recent edition including any quarterly updates provided. All line items provided in DO proposals are to be carried out to R.S. Means 12-digit line number. Contractors at their expense will make copies of the UPB available to the client member upon request via electronic or printed media. JOC Works or Cost Works are the preferred software for preparing line item estimates.

25. While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving a explanation as to the special need. One example would be a dedicated onsite safety officer and/or a delivery order manager and/or superintendent at all times during construction. Unless this is a very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

    As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, four percent TCPN management fee, final site cleanup and all contingencies. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

    The following line items from division one sections/subsections will be allowed under this contract for inclusion: Subsection 01 21 53. (Factors Allowance) minus 01 21 50 2000 and 01 21 53.50 2050 "shift work". Sections 01 54 thru 01 93 minus 01 54 39.70 xxxx (Small Tools) and 01 74 13.20 subsections 0010 thru 0040. If any allowable factors are applied to any line items in a DO price proposal, those affected line items shall be clearly identified with associated percentages. Any line items or entries from "Crews" Section of the UPB will not be allowed. It should be remembered that much of division one will be opened subject to special project conditions on a case by case or client basis. However, if there are any exceptions to these DO pricing restrictions, as allowed through specific, case-by-case the contractor must make it clear to the client member that an exception is being requested and proper approval will be documented from the client member in the line item estimate.

26. EXAMPLE; using sample figures from a job order proposal the total cost with all of the adjustments would be as follows;

    Total of divisional line items based on the quantities and unit prices from the UPB including the OH&P column = $500,000.00
    City cost index - .91 adjusted = $455,000.00
    Bid Coefficient- .82 adjusted = $373,000.00
    Premium Hours. n/a
    Davis Bacon. n/a
    TOTAL COST as adjusted = $373,000.00

27. This contract will have an initial base contract period from the signing date for one year. TCPN may at its sole discretion award up to 6 additional option periods of one year each. These options would be renewed on an annual basis with TCPN notifying in writing each contractor 90 days in advance of contract expiration whether TCPN intends to exercise the next one year option period. If the contractor does not wish to renew, TCPN must be notified within 14 days after receiving the written notice.

28. Items that cannot be found in the UPB will be listed as "non pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average base cost for each item and add in the Overhead and Profit (OH/P) based upon the contactors coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TCPN.

    Other price books that should be referenced for non-pre-priced items not included in the RS Means Facilities Construction Cost Data book are the latest editions of:
    RS Means Concrete & Masonry Cost Data
    RS Means Electrical Cost Data
    RS Means Mechanical Cost Data
    RS Means Plumbing Cost Data
    RS Means Maintenance & Repair Book

29. Business forms and reporting criteria including audit function will be uniform for all of the contractors and be established by TCPN.

30. This solicitation is a "best value" solicitation for TCPN making the award. The primary selection criteria will be stated in the RFP document and assigned the appropriate weight.

    Awards will be made to those contractors who score highest in the stated categories by point total. Coefficients will be evaluated within the context of the points presented in the evaluation criteria as one of the key areas reviewed and evaluated by the selection committee. It should be noted that the contractors proposed coefficient must be less than 1.0 and rounded to a whole percentage (two places) or it will deemed to be non-responsive.

31. TCPN reserves the right to award in all regions based upon best value, reject any or all of the proposals in whole or in part, and to wave any format or technical irregularities, and omissions, if in its sole judgment meets the best interests of TCPN and its client members. TCPN intends to award these contracts without discussions, but reserves the right to conduct oral interviews (discussions) or presentations as required to select the best value contractor and/or obtain competitive pricing.

32. Performance bonds will be required on all Job Orders over $100,000 and payment bonds on all job orders over $25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas attesting to its willingness to bond your company for $2 million dollars per year for each regional contract and $5 million dollars for the Texas state wide contracts must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds will not require that a fee be paid to TCPN. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

33. The contractor at his expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that Region 4 ESC (TCPN) and its agents have been named as additional insured. If the member has higher insurance than those requirements may be added as an addendum to the purchase order.

34. The complete RFP, as well as the proposal of the successful Offerors, along with agreed upon and negotiated points will be incorporated by reference into the contract and the contractor will be bound by the terms thereof.

35. Job Order Contracting training is available from the Center for Job Contracting Excellence. For additional information contact TCPN.

36. Texas law requires that public works over $8,000.00 be conducted under the supervision of an engineer and over $100,000.00 with an architect.

37. Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

38. In estimating delivery orders the contractor shall endeavor not to micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door the estimator breaks down this portion of the job into individual line items such as door frame, hinges and screws which will unnecessarily drive up the cost to the client member. This should be avoided and will be looked for during the audit cycle (see audit cycle page 11).

39. List any other cooperative contracts you currently have, discounts (coefficient), expiration date and state whether you will equal or better the pricing in the contract (see section 9).

~~40. List all the states you would be willing to work in other than Texas (see questionnaire). Contractor must meet all state and local requirements.~~

SCOPE OF SERVICES

TCPN intends to allow its client members through inter-local or inter-governmental agreements to access these job order contracts. These contracts will be fixed unit priced indefinite delivery, indefinite quantity (IDIQ) contracts for construction and facilities services on an as-needed basis as required by TCPN client members. These construction services include minor construction, repair, rehabilitation, or alterations of a facility.

Work would be accomplished via a request from the contractor for a job order proposal based upon the general scope provided by the client member.

The specific scope of work for each job order shall be determined in advance and in writing between TCPN Client Member and the Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

~~There are three Scopes of Services that may be proposed that differ in regard to the geographic areas being proposed. Regional contracts (RC) corresponding to the Regional Education Service Centers (page 28) of the state, may be proposed on for up to two regions (separate proposals and teams for each) as a prime contractor and may then work in any adjoining ESC at the request of TCPN or a client member in that region. The ESC regions that may be proposed on are noted in the included ESC regional map.~~

Once the selected contractor is approved by the client member, the choice being made by the client member's other TCPN contractors will no longer market this client member without approval of the TCPN contract manager. The client member may replace or use more than one TCPN contractor. The client member may consult with TCPN about their needs if deemed necessary.

The client members will not compete job orders; this will be agreed to with the inter-local agreement that is to be signed by the client member.

CONTRACT AND DOCUMENTS

The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TCPN contract, TCPN, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB), as described in "definitions" will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

At the request of the customer, Exactamate may be used for insurance claims.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member having an approved and signed inter-local agreement may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, e-mail, fax, or in person.

Upon notification of a pending request, the contractor shall make contact with the client as soon as possible, but must make contact with the client member within two work days. Contractor shall visit the

member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from client member to include, but not limited to, hazardous materials surveys and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in Information for Offerors item 24 on page 24of 38.

Contractors will be required to submit Job Order proposals and shall provide a line item estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

Minimal design work should be covered in the contractor's applicable coefficient, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fees. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to the TCPN business manager to complete the contracting and inter-local requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and the client member.

In the event of an emergency such as hurricanes, tornados, flooding, or fire, the contractor will endeavor to meet with the client member within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the member's designated agent and the JOC TCPN contractor. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long term job order requirements.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line item estimate and approved JOB Order proposal. For large projects a Construction Project Manager (CPM) schedule should be included with the proposal. The effective start and end dates will come from the dates approved in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

This will consist of the following points. (1) The contractor shall remove movable desks and furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and

storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless they are provided by the client member.

TCPN or its representative reserves the right to inspect any project and audit the contractors JOC TCPN project files, documentation and correspondence.

The contractor will provide to his project offices with minimal down time (24 hours service calls) and a computer system with applicable software including Microsoft office, JOC project estimating software (JOC Works or Cost Works) such as **RS Means current edition**. This software shall be compatible with currently utilized edition of RS Means. These programs may not be altered in any form or manner by the contractor. Updates of quarterly RS Means software or revised yearly editions will be allowed. Each job order proposal submitted to the client member will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The print-out will contain all of the unit price book items, quantities, pricing and total cost.

The contractor will be required to furnish and maintain a field office in an awarded region.
All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibility.
Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense.
If possible, toilet facilities will be made available by the client or the contractor will make arrangements for portable toilets.

SAFETY/ENVIRONMENTAL PLAN
The contractor shall, upon award, submit a more detailed safety plan within 14 days and prior to commencement of work. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM
The contractor shall, upon award of a contract, submit a QA/QC plan within 14 calendar days and prior to commencement of work. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the client members staff.

SUBCONTRACTING PLAN
The contractor shall submit an updated subcontracting plan within 14 calendar days. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards. This will include a subcontractors log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the JOC contractor.

A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how will your company attract these firms? How your company

will institute a prompt payment plan upon completion and acceptance of their work and how progress payments will be made to subcontractors on long term job orders?

MARKETING PLAN

The contractor shall submit a revised marketing plan within 14 days for the awarded region and explain in more detail how their marketing program will integrate with TCPN. It should further explain how the services will be marketed to ISD's, county and municipal governments and other agencies. It should address how marketing will work with customer feed- back, networking within the region, and endeavor to educate potential client members. The marketing plan should explain how marketing will interface with the contractor's management team and the client members.

The marketing program is important because without a marketing plan there will be no work.
The contractor must have shown the ability to develop, implement, maintain and commit to the proposed marketing plan and the ability to improve on it over time. It should include the following key points.

FUNCTION (from proposed marketing plan and business plans)

- JOC TCPN contractor marketing manager, experience in marketing to ISD's and public agencies on a regional basis. Is the marketing manager a full time position? Is he committed to marketing this program?
- Marketing plan, how will the contractor partner with TCPN and the ESC to pursue business with ISDs and other public entities. Will the program be run out of the JOC TCPN project office or remote from corporate? Is there a stated corporate commitment?
- Resources committed to the program, handouts, brochures and conferences to attend. What is the proposed budget?

PROJECT GENERAL MANAGER AND KEY STAFF

The contractors PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC and mechanical in multi discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and be versed in JOC or have attended a course in JOC. He should understand the contractual nature of JOC versus hard bid contracts and change notices. TCPN shall be notified in advance of any substitution or removal or replacement of key personnel, and reserves the right to refuse proposed replacement personnel with fewer qualifications than the incumbents. TCPN reserves the right to request the removal of contractor's staff members, if in its sole judgment, it is deemed to be in the best interest of TCPN and its members (see page 36).

PROJECT GENERAL MANAGER & KEY PERSONNEL

The PGM shall have had experience as a program or construction manager. He should be well versed in job order contracting (JOC). He should be personable and be able to build confidence with TCPN and his company's team (including subcontractors) and the JOC TCPN client members he is serving. It is preferred that the PGM have actual JOC experience, however attendance in a course on JOC will be acceptable. He should show the ability to multi task handling multiple task orders simultaneously over an extensive geographic area. He should have experience in working with both architects and engineers on projects. He must be able to demonstrate that he understands the importance of all aspects of the JOC TCPN program to include marketing, communication, business practices, subcontractors, and teaming.

The PGM should show experience in scheduling and critical path analysis. He should show a broad ability to quickly trouble shoot problems with an attitude of what is best for the client member. The PGM should be able to show with references that he has had extensive experience with and the ability to work with many small subcontractors
and in some cases aiding and teaching (mentoring) as appropriate for future partnering on task orders.

In all cases, the PGM should show a willingness to explain each line item estimate to the client member in a team concept. The PGM should be considering cost saving measures as well as the client's budget constraints in making recommendations.

FUNCTION (If more than one PGM is listed with submittals for two ESC regions as primary both should be provided in separate proposals).

- Resume and review the one page PGM overview of the JOC TCPN program and the opportunities that the program presents.
- Three reference clients (preferably schools and other public agencies) and/ or subcontractors for each.
- JOC experience OJT or a JOC course.
- Experience with Texas ISDs and other public agencies (are they the same as the references?)
- Resumes for the other team members; (How long have they been with this firm?)
- Marketing manager, what experience in marketing and with TCPN client members? ISDs, cities, counties, & etc? What success has he had in the past what and how was he successful?
- Business manager, do they have the experience and multi-tasking skills required for JOC.
- Quality Assurance/Quality Control Manager how will he implement the program and over a broad geographic area?
- Safety/Environmental officer, has he had the requisite OSHA training?
  Estimators/delivery/task order manager/s, have they had JOC experience? Have they had a course in JOC estimating? What is their general construction experienced?
- If the Contractor has submitted on two separate regional contracts as prime, are the key personnel the same for each region?

CORPORATE RESOURCES AND COMMITMENTS

Corporate resources and commitments are important as an indicator of the commitment and ultimate success of the proposing company to the JOC TCPN program.

Function

- Has a corporate officer been assigned to the program? Does he understand his role in providing the corporate resources necessary for the program? Has the PGM been empowered by corporate to make immediate decisions in support of the program or is it a bureaucratic, slow and cumbersome process.
- Does corporate understand the need for prompt payment of subcontractors? Do they understand the difference in management between JOC and hard bid estimating and the need to negotiate job orders with the client members?
- Does the company have orderly business procedures and a business manager assigned to this program that will conform to JOC TCPN?
  Have they made a commitment to work with small and disadvantaged businesses within the local community? Does the company have a working Quality Assurance /Quality Control program in place?
- Has the company committed the people long term to this program for continuity? Do they understand the right of TCPN to approve any proposed changes in key personnel?

~~**REFERENCES**~~

~~Function~~

~~Corporate references (1pt each)~~

~~a. Was the job estimated promptly and completed on time?~~
~~b. Were there any change notices that were significant?~~
~~c. Did the work meet industry standards for quality?~~
~~d. Was the contractor easy to work with? Did you have to go to a corporate officer to alleviate a situation?~~
~~e. What was the worst problem the contractor had to overcome and was it satisfactorily taken care of?~~
~~f. Would you work with this contractor again?~~

~~Project General Manager references (1 pt each)~~

~~a. Was the PGM easy to work with?~~
~~b. Were you kept informed of project status on a regular basis?~~
~~c. Was corporate ever brought in to make decisions that the PGM was not allowed to make? If so what and why?~~

d. Would you work with this PGM again?

PRICE SCHEDULE

The selection criteria for the coefficients are as follows:
The priced coefficient will comprise no more than 20 points of the total points in the selection criteria. The prices by ESC Region will be totaled whether first, second or third choice from all of the contractors.

The coefficients will then be divided by the number of submittals to find the average coefficient for each of the ESC regions. The average will represent 15 of the 30 possible points. For each 1/100 point off of the average the contractor will receive (if lower) one point. For each 1/100 point off of the average number (if high) one point will be deducted from the average. This will be done for both the regular and premium priced coefficients. Additional points may be awarded if it is the contractor's first choice (3 points) second choice (2 points) third choice (1 point). No more than 30 total points may be accrued for the price schedule.

The pricing was conducted in a manner that allows the contractors to either price one or two separate ESC regions (with the proper bonding for each and addressing other contracting requirements two regions may be awarded to one contractor) Below are listed some examples and how to tabulate and award points for the pricing taking into account regular and premium time requirements.

Additional points may be granted for regional preference and the overall point totals will be entered into the totals from each of the other criteria. We are looking for the best overall value for the members. TCPN reserves the right to reject any numbers outside the standard deviation.

Coefficient Tabulation Examples;

	Region	Preference	City	Adjusted Coefficients	Regular Hours	Premium work Hours
Contractor #1						
1)	4	2	Houston	95	79	84
2)	19	3	El Paso	87	82	86
3)	3	1	Victoria	92	82	88
Contractor #2						
1)	Texas	will compute coefficient off of the nearest listed city in R.S. Means			85	89
2)	10	1	Dallas	96	82	84
3)	11	2	Fort Worth	87	84	89
Contractor #3						
1)	12	1	Waco	87	79	84
2)	3	2	Victoria	92	82	83
E3)	4	3	Houston	95	78	83
Contractor #4						
1)	12	1	Waco	87	79	84
2)	13	2	Austin	86	83	87
3)	3	3	Victoria	92	84	88
Contractor #5						
1)	Texas	As Above			83	89
2)	20	1	San Antonio	89	84	89
3)	1	2	McAllen	85	82	85

BID CO-EFFICIENT SCHEDULE

Coefficient for Work during Normal Hours.

Contractor will provide JOC services during normal working hours (M – F, 7 am to 5 pm, except for designated holidays), for the line item unit prices in the "Total, Incl. O & P" column of the current edition of the R.S. Means Facility Construction Cost Data, adjusted by the specified City Cost Index, relevant adjustment factors found in Paragraph 10 of "Information to Offerors", and multiplied by the **bid coefficient of:**

_____ Facilities Construction Cost Data

_____ Facilities Maintenance & Repair Cost Data

_____ Xactamate (optional)

List any modifications or exceptions (i.e. Davis Bacon wage rates)

_____

_____

_____

The undersigned hereby agrees to provide the services in accordance with our proposal and at the bid coefficient as indicated above and adjusted by the relevant factors. We understand that there is no guarantee of receiving any work.

_____
Company Name

_____
Authorized Agent

_____
Signature (in Ink)

_____
Title

_____
Address

_____
City, State, Zip

_____
Phone Number

_____
Date

TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

TAB 5 REFERENCES

TCPN® The Cooperative Purchasing Network

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

REFERENCE #1
City of Dallas
Public Works and Transportation
Martha Welch, Senior Designer and Architect
320 East Jefferson Blvd., Room 321
Dallas, Texas 75203
214-948-4177
2005 through Present
New construction of police substation, branch library and fire station
$5 million yearly average

REFERENCE #2
City of Lewisville
Parks and Recreation
Gary Davis
151 West Church Street
Lewisville, Texas 75029
972-219-3400
2006 through Present
New construction of sports complex and JOC projects
$4.3 million yearly average

REFERENCE #3
Frisco ISD Construction Services
Cecil Cypert
12025 Rolater Road
Frisco, Texas 75035
469-633-6511
2003 through Present
New construction and renovations of K12 schools
$4.5 million yearly average

REFERENCE #4
Town of Prosper
Mike Land
400 East First Street
Prosper, Texas 75078
972-346-3502
2008 through Present
New sports complex and maintenance facility
$9 million yearly average

REFERENCE #5
Texas Woman's University
Don Strickland
1200 Frame Street
Denton, Texas 76204
940-898-3156
2009 through Present
New fitness center, renovations and JOC projects
$3 million yearly average

REFERENCE #6
City of Plano
Parks and Recreation
Richard Medlin
1520 Avenue K
Plano, Texas 75074
972-941-7000
2006 through Present
New aquatic center, park facility, JOC projects
$4.5 million yearly average

REFERENCE #7
City of Richardson
Jim Dulac
411 West Arapaho Road
Richardson, Texas 75080
972-477-4280
2008 through Present
New fitness center, new fire station
$3.1 million yearly average

REFERENCE #8
City of Frisco
Fire Department
Chief Mack Borchardt
8601 Gary Burns Drive
Frisco, Texas 75034
972-292-6300
2006 through Present
Two new fire stations
$1.4 million yearly average

REFERENCE #9
Brown Reynolds Watford Architects
Gary Devries
3535 Travis Street, Suite 250
Dallas, Texas 75204
214-528-8704
2008 through Present
Renovations and new fire facilities, recreation centers
$2.8 million yearly average

REFERENCE #10
Dallas Independent School District
AECOM, Bond Program Manager
Russ Pounds
3801 Herschel Avenue
Dallas, Texas 75219
972-925-7304
2009 through Present
Renovations to K12 schools
$7.8 million project total

TAB 6 - PRICE / DELIVERY INFORMATION

1. List any other value-added services that you provide and pricing.

2. The awarded Vendor and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this RFP and/or TCPN members. The TCPN member shall notify the awarded Vendor of the applicable pricing / prevailing wage rates and must apply any local wage rates requested. The awarded Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the TCPN member.

Proposers are welcome to submit a proposal for region(s) or statewide. The matrix below is set-up with five (5) columns that address the following:

- **PREFERENCE;** is the listing in numeric order of the contractors contract area preference.
- **REGION;** If you desire to price a single region, list the region as number one and any additional regions that you would like to be considered for in the order of preference for each region priced.
- **CITY COST INDEX;** Is the city within or closest to the ESC region that is priced along with the cities cost index. (See R.S.Means)
- **COEFFICIENTS REGULAR HOURS;** the priced coefficients for each region that you are willing to work in shall be listed for both regular hours (7A.M. to 6 P.M.)
- **COEFFICENT AFTER HOURS;** the priced coefficient for weekends, holidays and hours outside of regular hours. The coefficient must be rounded to the nearest second decimal place, e.g. .793 would be rounded to .70.

Note: TCPN intends to issue Contracts for Open Areas and Statewide for multiple contract awards.

Item	Preference	Statewide/ Region	City & Cost Index	Coefficient Regular Hours	Coefficient After Hours
1	-	-	-	-	-
2	-	-	-	-	-
3	-	-	-	-	-
4					
5					
6					

TAB 7 – VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

If you wish to include pricing for additional states, please include it here.

TAB 8 - REQUIRED DOCUMENTS

DOC #1 Clean Air and Water Act / Debarment Notice

DOC #2 Contractors Requirements

DOC #3 Antitrust Certification Statements

DOC #1 **Clean Air and Water Act & Debarment Notice**

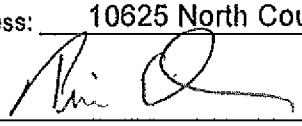
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor: CORE Construction Services of Texas, Inc.

Title of Authorized Representative: Tim Erickson

Mailing Address: 10625 North County Road - Frisco, TX 75034

Signature: 

DOC #2

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed

---

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

---

~~**Business Operations In Sudan, Iran**~~
~~In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.~~

Signature of Respondent

October 18, 2011
Date

DOC #3

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor CORE Construction Services of Texas, Inc.

Address 10625 North County Road
Frisco, TX 75034

Phone 972-668-9340

Fax 972-668-9351

Bidder _____
Signature

Tim Erickson
Printed Name

President
Position with Company

Authorizing Official

_____
Signature

Jim Jacobs
Printed Name

CEO
Position with Company

Additional Items

Item	Quantity	Ea	L&A Notes	Unit price	Cost	Source	Notes
Swinging Honeycomb Nest	1	Ea	from Darquest	$ 2,995.00	$ 2,995.00	Darquest	
Abatron Epoxy	1	Ea	2 part epoxy	$ 340.00	$ 340.00		5 gallons
				SubTotal	**$ 3,335.00**		
				Freight	**$ 220.00**		
				Total	**$ 3,555.00**		

LUMBER:

STRUCTURAL PLASTIC LUMBER:

FIBERFORCE: Structural plastic lumber - Unless otherwise noted Color "Playground Mink"

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
2x10x14'	20	Ea		$ 90.58	$ 1,811.60	Bedford	
2x8x14'	40	Ea		$ 72.80	$ 2,912.00	Bedford	
2x6x14'	209	Ea	Fiber Force	$ 57.26	$ 11,967.34	Bedford	
2x6x14'	5	Ea	Color: Red	$ 76.69	$ 383.45	Bedford	
2x6x14'	3	Ea	Color: Yellow	$ 67.62	$ 202.86	Bedford	
2x6x14'	23	Ea	Color: Green	$ 57.26	$ 1,316.98	Bedford	
2x4x14'	45	Ea		$ 38.64	$ 1,738.80	Bedford	
2x4x14'	35	Ea	Color: Green	$ 39.51	$ 1,382.85	Bedford	
6x6x10'	4	Ea		$ 122.90	$ 491.60	Bedford	
4x4x8'	32	Ea		$ 45.76	$ 1,464.32	Bedford	
2x2x4'	320	Ea	Color: Green	$ 5.80	$ 1,856.00	Bedford	
1" x 3.5" x 4'	320	Ea	Select CE (for pickets)	$ 5.32	$ 1,702.40	Bedford	
			Engraving for pickets				
				SubTotal	**$ 27,230.20**		
				Freight	**$ 1,575.00**		
				Total	**$ 28,805.20**		

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AGENDA ITEM #20.

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PLASTIC COMPOSITE LUMBER:

Trex **(Accents -Color Saddle)**: Trex is a composite lumber (wood and plastic) made from recycled materials.
EverGrain composite decking: EverGrain is a composite lumber (wood and plastic) made from recycled materials.
MoistureShield Composite Decking-Classic: MoistureShield is a composite lumber (wood and plastic) made from recycled materials.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
2x6x16'	170	Ea			$ -	FWL	
2x4x16'	10	Ea			$ -	FWL	
5/4x6x16'	10	Ea			$ -	FWL	
				Total	**$ 12,697.60**		

NON PRESSURE-TREATED LOCAL LUMBER:

2 grade framing lumber from local sources. Get donated from local lumberyard. These are not to be used to make the saw horses.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
2x6x14'	60	Ea			$ -	FWL	
2x4x14'	60	Ea			$ -	FWL	
Plywood	10	Ea	1/4" or 1/2" x 4' x 8'		$ -	FWL	
				Total	**$ 866.44**		

Sign Board
Extira

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1/2"x4'x8'	3	Ea	**"Extira"** Exterior grade, treated wood composite panel . Murals, paintings & appliqué (49"x97")	$ 191.52	$ 574.56	FWL	
				Total	**$ 574.56**		

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HARDWARE:

NAILS (Some of these are special order) All must be hot-dipped (double-dipped) galvanized.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Roofing nails	2	Lbs	1-1/2" Galvanized roofing nail	$ 2.25	$ 4.50	Darquest	HD's price is for 5lbs.
				Total	**$ 4.50**		

PAN HEAD SCREWS

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1-3/4" screws	180	Ea	#8 stainless steel pan head screw Phillips bit (For: Foam board and Extira)	$ 0.12	$ 21.60	Darquest	
				Total	**$ 21.60**		

LAG SCREWS:

Lag screws must be hot dipped galvanized. Lags should have hex heads. Sources: hardware stores, lumberyards, farm supply stores.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
5/16"x5"	10	Ea	Spray paint heads red prior to construction for ease of identification	$ 0.50	$ 5.00	Darquest	
				Total	**$ 5.00**		

STRUCTURAL SCREWS:

These are critical fasteners and are currently available only through Darquest

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
3/8" x 6"	30	Ea	(must order through Darquest)	$ 1.75	$ 52.50	Darquest	
3/8" x 5"	650	Ea	(must order through Darquest)	$ 1.50	$ 975.00	Darquest	
1/4" x 5"	50	Ea	(must order through Darquest)	$ 0.80	$ 40.00	Darquest	
1/4" x 4"	10	Ea	(must order through Darquest)	$ 1.75	$ 17.50	Darquest	
3-1/2"	650	Ea	10ga. (must order through Darquest)	$ 1.50	$ 975.00	Darquest	
3"	1,800	Ea	9ga. (must order through Darquest)	$ 0.05	$ 88.74	Darquest	
2-1/2"	2,800	Ea	9ga. (must order through Darquest)	$ 0.04	$ 110.32	Darquest	
2"	2,490	Ea	8ga. (must order through Darquest)	$ 0.03	$ 82.17	Darquest	
				Total	**$ 2,341.23**		

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CARRIAGE BOLTS:

Carriage bolts must be hot dipped galvanized. Bolts need to be threaded all the way.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
3/8"x8	30	Ea	For rubber bridge	$ 1.50	$ 45.00	Darquest	
3/8"x4-1/2"	40	Ea		$ 0.80	$ 32.00	Darquest	
3/8"x3"	100	Ea		$ 0.50	$ 50.00	Darquest	
5/8"x6"	1	Ea	For steering wheels	$ 2.00	$ 2.00	Darquest	
				Total	**$ 129.00**		

MACHINE BOLTS (may also be called Hex Head Cap Screws):

Machine bolts must be hot dipped galvanized. Bolt hardness of 2 is acceptable. Sources: hardware stores, lumberyards, farm supply stores, steel companies.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1/2"x12"	2	Ea	Swings, Suspension bridge		$ -	Darquest	Included in cost for Suspension Bridge.
1/4"x2-1/2"	147	Ea	Horizontal traverse wall	$ 0.45	$ 66.15	Darquest	
				Total	**$ 66.15**		

NUTS:

Nuts must be hot dipped galvanized. **Must match threads on bolts.**

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
5/8"	51	Ea		$ 0.30	$ 15.30	Darquest	
3/8"	370	Ea		$ 0.15	$ 55.50	Darquest	
1/2"	40	Ea	Must have coarse thread and galvanized finish to match galvanized eye bolts	$ 0.25	$ 10.00	Darquest	
1/2"	2	Ea	Left-handed thread. Must be hot-dipped galvanized finish (for suspension bridge)	$ 0.25	$ 0.50	Darquest	
1/4"	282	Ea	Horizontal traverse wall	$ 0.10	$ 28.20	Darquest	
				Total	**$ 109.50**		

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WASHERS:

Round flat washers. Washers must be hot dipped galvanized.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
5/8"	30	Ea		$ 0.25	$ 7.50	Darquest	
3/8"	160	Ea		$ 0.15	$ 24.00	Darquest	
1/2"	18	Ea		$ 0.30	$ 5.40	Darquest	
1/4"	150	Ea	Horizontal traverse wall	$ 0.10	$ 15.00	Darquest	
				Total	**$ 51.90**		

THREADED ROD

Rod must be rust resistant and have electrozinc coating (hot galvanized not necessary). Threads should be standard type. Sources: lumberyards, hardware stores.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
5/8"x48"	1	Ea	For soundwall		$ -	Darquest	Included in cost for Sound Wall kit.
3/8"x12"	20	Ea		$ 3.00	$ 60.00	Home Depot	
				Total	**$ 60.00**		

EYE BOLTS:

MUST BE FORGED AND THREADED ALL THE WAY WITH A HOT DIPPED GALVINIZED FINISH. Length given is shank length, not including the eye (available from Darquest).

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1/2"x8"	11	Ea		$ 15.00	$ 165.00	Darquest	
1/2"x12"	2	Ea	Needs to be left-handed thread. For suspension bridge (available from Darquest)	$ -	$ -	Darquest	Included in cost for Suspension Bridge.
				Total	**$ 165.00**		

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AGENDA ITEM #20.

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EYE BOLT WITH BRASS BALL (for soundwall):

3/8"x6" eye bolt with a 1" to 1½" brass ball brazed or pinned to the bolt. Eye bolt does not have to be forged. Check lamp part stores for brass balls used on top of lamps. Have local machine shop tap the balls to accept the 3/8" thread. Braze or pin ball to bolt.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
3/8"x6" eye bolt and brass ball	11	Ea	For soundwall (if ordered from Darquest these come as part of the sound wall kit)	$ -	$ -	Darquest	Included in cost for Sound Wall k
				Total	$ -		

1/16" GALVANIZED CABLE (for soundwall):

Available through most hardware stores.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1/16"	20	LF	Galvanized cable (if ordered from Darquest these come as part of the sound wall kit)	$ -	$ -	Darquest	Included in cost for Sound Wall kit.
				Total	$ -		

1/16" CABLE CLAMPS (for soundwall):

U-bolt type, **NOT** crimp type.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1/16"	14	Ea	Cable clamps (if ordered from Darquest these come as part of the sound wall kit)	$ -	$ -	Darquest	Included in cost for Sound Wall kit.
				Total	$ -		

TURNBUCKLE BODY:

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1/2"x12"	2	Ea	Must be hot-dipped galvanized finish. For suspension bridge (available from Darquest)	$ -	$ -	Darquest	Included in cost for Suspension Bridge.
				Total	$ -		

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CHAIN:

Should be *proof coil welded chain*, with electro-galvanized surface (NOT HOT DIPPED GALVANIZED). Must be rust resistant, suitable for outdoor use. Sources: hardware store, lumberyard, farm supply store, possibly discount store.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
5/16"	30	LF		$ -	$ -	Darquest	Included in cost for Suspension Bridge.
1/4"	20	LF		$ 2.00	$ 40.00	Darquest	
3/16"	390	LF	***Must*** be a "long link" type chain. The interior opening measures 1-3/8" in length and 7/16" in width (see attachment E).	$ 1.50	$ 585.00	Darquest	
				Total	**$ 625.00**		

QUIK LINKS:

Must be rust resistant (i.e., electro-galvanized coating). Must be screw-type.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
5/16"	5	Ea	For rings on chain	$ 3.00	$ 15.00	Darquest	
1/4"	40	Ea		$ 1.95	$ 78.00	Darquest	
3/8"	2	Ea	For suspension bridge		$ -	Darquest	Included in cost for Suspension Bridge.
3/8"	21	Ea	For rings special wide opening **(must order through Darquest)**	$ 3.95	$ 82.95	Darquest	
				Total	**$ 175.95**		

VINYL-COATED WELDED WIRE (CLOTH) MESH

Must be vinyl (pvc) coated. 0.0630 gauge wire with 1/2"x1/2" square openings (1/2" grid).

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
2x2 mesh	60	LF	48" wide, black pvc. (available from Darquest)	$ 7.00	$ 420.00	Darquest	
				Total	**$ 420.00**		

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EQUIPMENT:

SOUND WALL KIT & SUSPENSION BRIDGE KIT: Each cost is for the complete kit along with associated hardware and equipment.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Sound Wall Kit	1			$ 500.00	$ 500.00	Darquest	
Suspension Bridge Kit	1			$ 200.00	$ 200.00	Darquest	
				Total	**$ 700.00**		

GALVANIZED WATER PIPE:
Must be galvanized. It is the type used in residential construction water systems. Electrical conduit is not an acceptable substitution. Pipe must be cut to lengths before construction. Diameters are inner diameters. Sources: plumbing stores, hardware stores.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
3/4x22-1/2" pipe	18		Rungs for ladders	$ 12.00	$ 211.20	Darquest	
1-1/4" set	1	Set	Lengths needed for the sound wall. One of each: 22-7/16", 21-1/4", 20", 19-1/2", 18-1/4", 17-1/8", 16-5/8", 15-5/8", 14-3/4", 13-3/4", 13-7/16" (if ordered from Darquest these come as part of the sound wall kit)		$ -	Darquest	Included in cost for Sound Wall kit.
				Total	**$ 211.20**		

FIRE POLE:
Must be prefabricated before construction out of 1-1/4" galvanized water pipe or stainless steel pipe and 1/4" plate steel. Details for fabrication are found on

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Fire pole	1	Ea	Available from Darquest	$ 500.00	$ 500.00	Darquest	
				Total	**$ 500.00**		

RUBBER HOSE (to cover chains):
Reinforced flexible hose that slides easily over 3/16" and 1/4" chain, must be rubber, no clear vinyl. Bright-colored hose is preferred. Sources: washer hose/auto

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1-1/4"	15	LF	Rubber hose (inside diameter)	$ 3.50	$ 52.50	Darquest	
1"	130	LF	Rubber hose (inside diameter)	$ 2.50	$ 325.00	Darquest	
				Total	**$ 377.50**		

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CONVEYOR BELT:

Conveyor belt rubber reinforced in both directions with nylon or comparable material. Preferably with textured top surface for better traction. Stair runner or floor surfacing materials are not acceptable.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
3'x14'x3/8"	1	Ea	Rubber bridge -Available from Darquest	$ 350.00	$ 350.00	Darquest	
3'x8'x3/8"	1	Ea	Rubber bridge - Available from Darquest	$ 250.00	$ 250.00	Darquest	
3'x1'-4"x1/4"	6	Ea	Bumpers - Available from Darquest	$ 35.00	$ 210.00	Darquest	
				Total	**$ 810.00**		

CLIMBINATOR:

Climbinator climber kit

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Climbinator kit	1	Ea	Complete kit **(must order through Darquest)**	$ 1,200.00	$ 1,200.00	Darquest	
				Total	**$ 1,200.00**		

CABLE NETS/CABLES:

Cable nets/materials from Darquest Industries - see supplier's list.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Cradle climber	1	Ea	**(must order through Darquest)**	$ 995.00	$ 995.00	Darquest	
Cable bridge	1	Ea	(must order through Darquest) Comes as a kit with with 2 cables 10' 2-3/4" long and 1 cable 11' 1-1/2" long all with 1/2"x8" eye bolts at each end	$ 275.00	$ 275.00	Darquest	
Black hole cable net	1	Ea	(must order through Darquest)	$ 995.00	$ 995.00	Darquest	
Climbing cable wall	1	Ea	Cable with 1/2"x8" eye bolts 11' 7" (must order through Darquest) climbing wall	$ 150.00	$ 150.00	Darquest	
				SubTotal	**$ 2,415.00**		
				Freight	**$ 2,075.00**		
				Total	**$ 4,830.00**		

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FACTORY DIRECT EQUIPMENT:

The following items must be purchased through our office, as we work directly with a manufacturer to supply the appropriate equipment. No substitutions are allowed. We will send you an invoice for the equipment and place the order for you with enough lead time to allow for delivery prior to construction. **In order to ensure that delivery is made in time for construction, payment must be made by the date stated on the invoice. We will also need a delivery address. Prices are subject to change. We will sen an invoice approximatly 14 weeks before construction.**

PLASTIC SLIDES:

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Veer Right	1	Ea	#CSS-6VR	$ 1,689.49	$ 1,689.49	L&A	RED
				Total	**$ 1,689.49**		

ROCK WALL HANDHOLDS:

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Rock wall handholds	16	Set(s)	#CRH. Note: This is the number of sets to order. There are 4 in a set.	$ 37.49	$ 599.84	L&A	
				Total	**$ 599.84**		

SWING SEATS:

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
360-degree enclosed seat	3	Ea	#S-25	$ 96.41	$ 289.23	L&A	
Rubber bumper	4	Ea	Rubber bumper edge seat #S-02, #0060250	$ 24.64	$ 98.56	L&A	
Adaptive swing	4	Ea	#ADP-03	$ 416.16	$ 1,664.64	L&A	
				Total	**$ 2,052.43**		

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HARDWARE PARTS:

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Steering wheel	1	Ea	A-40, #0764650	$ 74.98	$ 74.98	L&A	
Clevis eye connectors	57	Ea	SH-40 #0069100	$ 5.89	$ 335.73	L&A	
Allen wrench	2	Ea	SH-41 #0069110	$ 4.28	$ 8.56	L&A	
Rings	20	Ea	Aluminum trapeze rings #A-07 #0067282	$ 24.64	$ 492.80	L&A	
Swing hangers	22	Ea	SH-38 #0066770 (metal)	$ 24.98	$ 549.56	L&A	
10'-0" top bar	1	Ea	swing beam 5" #LTHA1000XX	$ 369.03	$ 369.03	L&A	
11'-5" top bar	3	Ea	swing beam 5" #LTHA1105XX	$ 414.07	$ 1,242.21	L&A	
14'-0" top bar	2	Ea	swing beam 5" #LTHA1400XX	$ 490.30	$ 980.60	L&A	
Arch swing end	4	Ea	swing end support posts 5" #LTH41486XX	$ 1,406.16	$ 5,624.64	L&A	
Arch swing middle	4	Ea	swing middle support post 5" #LTH41485XX	$ 1,457.66	$ 5,830.64	L&A	
				SubTotal	**$ 15,508.75**		
				Freight	**$ 1,750.00**		
				Total	**$ 17,258.75**		

TOOLS SUPPLIES:

DRILL BITS:

Check specifications under notes!

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
1/8"	29	Ea	High speed steel twist bit (4-1/2" long, cut down longer bit if needed)	$ 1.00	$ 29.00	L&A	
1/8"	27	Ea	High speed steel twist bit (3" long)	$ 0.95	$ 25.65	Darquest	
3/16"	10	Ea	High speed steel twist bit (3" long)	$ 1.50	$ 15.00	Darquest	
3/16"	5	Ea	High speed steel twist bit (6" long). It's possible to use longer bits and cut them down to 6". May need to special order. Check lead times.	$ 4.00	$ 20.00	Darquest	
1/4"	33	Ea	High speed steel twist bit (3" long)	$ 2.00	$ 66.00	Darquest	
1/4"	3	Ea	Speed bore (spade) wood	$ 2.85	$ 8.55	Darquest	
5/16"	4	Ea	Speed bore (spade) wood	$ 2.85	$ 11.40	Darquest	
3/8"	3	Ea	Speed bore (spade) wood	$ 2.85	$ 8.55	Darquest	
5/8"	10	Ea	Speed bore (spade) wood	$ 3.00	$ 30.00	Darquest	

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AGENDA ITEM #20.

1"	4	Ea	Speed bore (spade) wood	$ 4.55	$ 18.20	Darquest	
1-1/16"	2	Ea	Speed bore wood (grind down to exactly 1-1/16")	$ 4.50	$ 9.00	Darquest	
1-1/4"	2	Ea	Speed bore (spade) wood	$ 4.50	$ 9.00	Darquest	
1-1/2"	1	Ea	Speed bore (spade) wood	$ 4.50	$ 4.50	Darquest	
1/2"	2	Ea	Auger wood (18" long)	$ 26.00	$ 52.00	Darquest	
5/8"	1	Ea	Auger wood (18" long)	$ 28.00	$ 28.00	Darquest	
1"	1	Ea	Auger wood (18" long)	$ 34.00	$ 34.00	Darquest	
2"	1	Ea	Forstner bit	$ 30.00	$ 30.00	Darquest	
				Total	**$ 398.85**		

ROUTER BITS (CARBIDE TIP):

Sources: lumberyards, hardware stores.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
3/8"	4	Ea	Corner round (carbide tip, be sure to have bit, arbor and bearing)	$ 30.50	$ 122.00	Darquest	
1/2"	2	Ea	Straight face or dado (carbide tip)	$ 16.00	$ 32.00	Darquest	
1/4"	1	Ea	Straight face or dado (carbide tip)	$ 15.00	$ 15.00	Darquest	
1/4"	1	Ea	"V" groove (carbide tip)	$ 15.00	$ 15.00	Darquest	
				Total	**$ 184.00**		

SAWZALL BLADES (check with Tools Coordinator):

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Sawzall blade	10	Ea	**For metal**. 2" to 3" long for cutting through sheet metal.	$ 2.25	$ 22.50	Darquest	
				Total	**$ 22.50**		

JIGSAW BLADES:

For wood: 3" to 4" long, heavy duty, fast/rough/coarse, 6 teeth per inch. Check with Tools Coordinator; jigsaws often need specific blades.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Jigsaw blades	28	Ea		$ 3.50	$ 98.00	Darquest	HD's price per 5.
				Total	**$ 98.00**		

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SCREWDRIVER BITS:
For electric drills and screw guns.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
T-20 bit	20	Ea	Star bit - Available from Darquest	$ 1.50	$ 30.00	Darquest	
T-25 bit	40	Ea	Star bit - Available from Darquest	$ 2.00	$ 80.00	Darquest	HD's price per 2.
T-30 bit	10	Ea	Star bit - Available from Darquest	$ 2.45	$ 24.50	Darquest	
T-50 bit	20	Ea	Star bit - Available from Darquest	$ 2.95	$ 59.00	Darquest	
Screwdriver bits	20	Ea	#2 Phillips head	$ 0.75	$ 15.00	Darquest	HD's price per 30.
				Total	**$ 208.50**		

CIRCULAR SAW BLADES:
7-1/4" carbide-tipped combination blades to fit standard saws. If 20 - 30 tooth are available, get those.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
7-1/4"	30	Ea	Carbide-tipped circular saw blades	$ 4.97	$ 149.10	Home Depot	
				Total	**$ 149.10**		

MISCELLANEOUS SAW BLADES:
All power saws should have new carbide-tipped blades with at least 1 back-up in the tools trailer. Check with Tools Coordinator as to which sizes are needed.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
24 - 40 tooth	2	Ea	Carbide-tipped blades (for compound mitre saws)	$ 13.97	$ 27.94	Home Depot	
40 - 60 tooth	1	Ea	Carbide-tipped blades (for table saw)	$ 16.97	$ 16.97	Home Depot	
40 - 60 tooth	2	Ea	Carbide-tipped blades (for mitre boxes)	$ 19.97	$ 39.94	Home Depot	
				Total	**$ 84.85**		

UTILITY KNIFE BLADES:
Check with Tools Coordinator for type.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Utility knife blades	15	Ea		$ 1.28	$ 19.20	Home Depot	
				Total	**$ 19.20**		

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MATERIALS SUPPLIES:

THREADLOCKERS

Must be either **LOCTITE** (#271, #272, #277) or **ND Industries** (140500, 137000, 146500)

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Loctite	17	Ea	0.34 oz. Bottle	$ 2.25	$ 38.25	Darquest	
				Total	**$ 38.25**		

SANDPAPER

Do not obtain until just before construction, as it is impossible to get sandpaper belts until you know what size sanders you will use. The sheets are standard size.
Sources: lumberyards, hardware stores, woodworking shops, floor finishers.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Flap discs	2	Ea	Heavy duty 40 -60 grit	$ 7.50	$ 15.00	Darquest	
4" cutting disc/wheel	4	Ea	For grinder	$ 1.95	$ 7.80	Darquest	
				Total	**$ 22.80**		

MISC. ITEMS

Various miscellaneous items

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Lumber marking crayons	15	Ea	Special crayons: red, blue Sources: lumberyards, hardware stores.	$ 0.94	$ 14.10	Home Depot	
				Total	**$ 14.10**		

NYLON STRING (for stake-out)

Brown twine, string, or rope is not acceptable. Must be on site and accessible for stake-out

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Nylon string	4	ea.	1/16" to 1/8" in diameter, approximately 100 - 300 lb. test. Can be stretched very tight.	$ 11.97	$ 47.88	Home Depot	Per 500'
				Total	**$ 47.88**		

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DUCT TAPE

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Duct tape	2	Ea	Silver or grey, 2" wide, coated cloth.	$ 3.87	$ 7.74	Home Depot	
				Total	**$ 7.74**		

FLAGGING TAPE

Red, orange, or yellow. Sources: surveyors, utility companies.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Flagging tape	2	Ea		$ 1.99	$ 3.98	Home Depot	
				Total	**$ 3.98**		

VINYL ELECTRICAL TAPE

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Vinyl electrical tape	2	Ea	3/4" wide, for miscellaneous repairs	$ 0.60	$ 1.20	Home Depot	
				Total	**$ 1.20**		

STAPLES

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
¼" staples	2	Ea	To match staple gun in tools list	$ 2.76	$ 5.52	Home Depot	
				Total	**$ 5.52**		

MARKING PAINT (UPSIDE-DOWN SPRAY PAINT)

Trig A Cap in any color except green or white, for lining grass. Have on site for stake-out. Sources: utility companies, landscapers, surveyors, paint stores.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Marking paint	3	Can(s)		$ 5.09	$ 15.27	Sherwin Williams	
				Total	**$ 15.27**		

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AGENDA ITEM #20.

AGENDA ITEM #20.

SPRAY PAINT

Must be on site and accessible for stake-out. Will be used to mark stakes and posts. Primary colors.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Red spray paint	1	Can(s)		$ 3.87	$ 3.87	Home Depot	
Blue spray paint	1	Can(s)		$ 3.87	$ 3.87	Home Depot	
Yellow spray paint	0	Can(s)		$ 3.87	$ -	Home Depot	
				Total	**$ 7.74**		

PAINT

These should be top-quality 100% acrylic exterior paints. They must meet the current CPSC regulation for lead in paint, which is 0.06% maximum lead by dry weight.

Call your Project Manager to discuss colors.

Latex Urethane Acrylic Sealer is a water-based varnish that will be used to coat the tires. Gloss finish preferred.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
White	1	GAL		$ 41.29	$ 41.29	Sherwin Williams	
Brown	1	GAL		$ 41.29	$ 41.29	Sherwin Williams	
Black	1	GAL		$ 41.29	$ 41.29	Sherwin Williams	
Forest green	1	GAL		$ 41.29	$ 41.29	Sherwin Williams	
School bus yellow	1	GAL		$ 41.29	$ 41.29	Sherwin Williams	
Safety red	2	GAL		$ 41.29	$ 82.58	Sherwin Williams	
Blue	1	GAL		$ 41.29	$ 41.29	Sherwin Williams	
Paint thinner	1	GAL		$ 41.29	$ 41.29	Sherwin Williams	
Primer	1	GAL	Sherwin Williams "Adhesion Primer" latex	$ 26.99	$ 26.99	Sherwin Williams	
				Total	**$ 398.60**		

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STAINS

Acrylic/water based Decking Stains. Must use Behr "Deck Plus Solid Deck Stain", Cabot "Solid Body Deck Stain", Olympic (PPG) "Solid Color Deck Stain" or Sherwin Willimas "S-W Deckscapes Exterior Acrylic Deck Stain". These Stains provide deep-penetrating wood protection and are available in a variety of colors. **Call your Project Manager to discuss colors.**

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Federal blue	1	Gal		$ 43.29	$ 43.29	Sherwin Williams	
Evergreen	1	Gal		$ 43.29	$ 43.29	Sherwin Williams	
Slate gray	1	Gal		$ 43.29	$ 43.29	Sherwin Williams	
Deep forest	1	Gal		$ 43.29	$ 43.29	Sherwin Williams	
Spanish moss	1	Gal		$ 43.29	$ 43.29	Sherwin Williams	
White	1	Gal		$ 43.29	$ 43.29	Sherwin Williams	
Cordovan brown	1	Gal		$ 43.29	$ 43.29	Sherwin Williams	
Black	1	Gal		$ 43.29	$ 43.29	Sherwin Williams	
				Total	**$ 346.32**		

LATEX GLOVES

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Latex gloves	4	Box	To be used by people sealing lumber.	$ 9.98	$ 39.92	Home Depot	Box contains 100 each
				Total	**$ 39.92**		

GARBAGE BAGS

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Garbage bags	50	Ea	Lawn-and-garden size.	$ 11.79	$ 11.79	Sherwin Williams	
				Total	**$ 11.79**		

CLEAR PLASTIC (POLYETHYLENE)

For emergency rain cover. 6 mm. thickness, at least 25'x100' spread out. Trade names: Visqueen, Polytarp. Sources: lumberyards, hardware stores.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Clear plastic (polyethylene)	2	Ea		$ 94.00	$ 188.00	Home Depot	
				Total	**$ 188.00**		

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AGENDA ITEM #20.

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WD-40 LUBRICANT

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
WD-40 lubricant	1	Ea	10 oz. or larger spray can	$ 4.97	$ 4.97	Home Depot	
				Total	**$ 4.97**		

Mold Release

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Mold Release spray	5	Ea	8-10 oz. spray cans	$ 10.09	$ 50.45	Boatersland Marine	PVA Mold Release 8oz $8.09 per can + $2 shipping and tax per can. Budget#
				Total	**$ 50.45**		

MARKING PENS

1/8" to 1/4" nibs, waterproof, at least two different colors, on site for stake-out.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Marking pens	8	Ea		$ 2.00	$ 16.00	Office Depot	Sharpie pens per 4. Budget#
				Total	**$ 16.00**		

3"x5" INDEX CARDS

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
3"x5" index cards	1	pk		$ 2.19	$ 2.19	Office Depot	300 per pack.
				Total	**$ 2.19**		

DUST MASKS

Sources: lumberyards, hardware stores.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Dust masks	10	pks	Disposable paper masks.	$ 17.97	$ 179.70	Sherwin Williams	20 pack
				Total	**$ 179.70**		

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WOODEN STAKES (must be ready for stake-out)

1"x2"x8" or 2"x2"x8" with one pointed end. Points should have two sloped sides, not just one. Stakes should be *no longer than 8"*.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Wooden stakes	4	Dz.	Used for stake-out the day before construction	$ 2.97	$ 11.88	Home Depot	
				Total	**$ 11.88**		

SITE / LANDSCAPING:

ENGINEERED WOOD FIBER GROUNDCOVER

Must meet ASTM F-1292 and F-1951 standards. See spec. sheet for complete information. Your supplier may sell this product by the cubic yard. If so, be sure they

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Engineered wood fiber	175	CYD	**12" thick when fully compacted**	$ 13.55	$ 2,371.25	Fibra	3470sf
Fibrafelt	2	Roll		$ 183.60	$ 367.20	Fibra	72'x360'
				Sub Total	$ 2,738.45		
				Freight	$ 750.00		
				Total	**$ 3,488.45**		

PLAY SAND

Sources: gravel or concrete supplier.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Sand	10	CYD	Washed, clean, play sand with no earth and no stones larger than 1/8".	$ 444.00	$ 444.00	Denton Sand & Gravel	Arena Sand 10 yds 2600lbs/yd. Speak w/Tarren 800-321-3322
				Total	**$ 444.00**		

CONCRETE (3000 psi)

Most commonly delivered pre-mixed in a truck. We will pour it ourselves using wheelbarrows and bobcats. Site conditions sometimes require us to ask for more concrete, so be prepared!

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Concrete (for posts)	12	CYD	Truck will need to stay on site for 60 - 90 minutes Fri. a.m. of construction.	$ 250.00	$ 3,000.00	CORE	
				Total	**$ 3,000.00**		

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CONCRETE BAG MIX

Trade names include Sakcrete and Quickcrete. Must be concrete mix (have gravel in it). 80 lb. bags. Sources: lumberyard, farm supply store.

Item	Quantity		L&A Notes	Unit price	Cost	Source	Notes
Concrete bag mix	6	Bag(s)		$ 3.46	$ 20.76	Home Depot	Price pulled off the internet.
				Total	**$ 20.76**		

Lumber	$	42,943.80
Hardware	$	4,174.83
Equipment	$	8,628.70
Factory direct equipment	$	21,600.51
Tools/supplies	$	1,165.00
Materials/Supplies	$	1,414.30
Site/Landscaping	$	6,953.21
Freight	$	6,370.00
Fence	$	3,047.24
Storage Container	$	1,100.00
Unloading @ $30/hr for 40 hrs	$	1,200.00
Labor @ $30/hr for 40 Hrs	$	1,200.00
Contingency	$	25,000.00
SubTotal	**$**	**124,797.59**
Insurance	**$**	**1,247.98**
OH&P @ 10%	**$**	**12,604.56**
Bond	**$**	**1,386.50**
TOTAL	**$**	**140,036.62**

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CORE CONSTRUCTION

Building, Growing, Leading... Since 1947.

November 30, 2012

Mr. Wes Hicks
Project Manager
City of Frisco Parks & Recreation Department

Ref: Hope Park Playground Demo

Dear Mr. Hicks,

Please find attached our proposal for the selective demolition of the existing playground structure at the above-mentioned location.

Our proposal is based on the following:

- Selective removal of existing pieces of equipment and structures while leaving the wooden columns in place. (as directed)
- Materials to be placed in a City provided dumpster or truck.
- Cleanup of our work.

It does not include:

- Electrical, rework of existing utilities, after hours work, City permits, or taxes on incorporated materials.
- Swing set removal, concrete removal, fibar materials removal or rework
- Haul off or dumpster fees.

Our price for the work is as follows **Structure Demolition $ 19,631**

We have priced this project using the procedures outlined by the TCPN guidelines.

(Based on MEANS 2012, Dallas) Our TCPN Contract Number is R5081

If you have any questions, please don't hesitate to call.

Sincerely,

Matt J. Letlow
972-668-9340
469-853-3685

10625 North County Road Frisco, TX 75034-3831 PH: 972.668.9340 FAX: 972.668.9351
www.COREconstruct.com

ARIZONA . FLORIDA . ILLINOIS . NEVADA . TEXAS

AGENDA ITEM #21.

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: **December 31, 2012**

Subject: **Consider and Act Upon Award of Bid 1208-072, OEM Scott Air-Pak, Self Contained Breathing Apparatus to Hoyt Breathing Air Products**

Action Requested: City Council award of bid 1208-072, OEM Scott air-pak, self contained breathing apparatus to Hoyt Breathing Air Products, in the estimated annual amount of $86,111.

Background Information: Purchasing solicited bid 1208-072, OEM Scott air-pak, self contained breathing apparatus. Bids were received on 8/28/2012 from Hoyt Breathing Air Products and Municipal Emergency Services. Staff evaluated the bids and recommended Hoyt Breathing Air Products as the lowest responsible bidder. In August this award was done administratively for the value of the annual testing and maintenance at $22,775. With the outfitting of the four new apparatus on order; Truck 603, Quint 602, Medic 601 and 604, staff is recommending City Council award of an estimated annual amount of $86,111. This amount will cover all expenditures for this year and should cover the needs for replacement and new equipment during the next four years of extensions of this annual contract,

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to approve this Purchase Order, at this time.

Financial Considerations: Funding is available through General Obligation Bonds and the 2013 Fire Department operational budget.

Legal Review: N/A

Supporting Documents: Department memos, bid tabulation and original bid.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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

Memorandum

To: **Tom Johnston, Director of Administrative Services**

Cc: **Todd Renshaw, Director of Public Safety**

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

Date: **December 26, 2012**

Subject: **Request for City Council consideration of a purchase order to Hoyt Breathing Air Products for the purchase of Scott Air-Paks and accessories for replacement apparatus (Truck 603, Quint 602, Medic 601 and Medic 604) and for Annualized Testing Services and Maintenance**

Attached for your consideration is a request for a purchase order to Hoyt Breathing Air Products ("Hoyt") of Quinlan, Texas, in the amount of $86,111, for the purchase of Scott Air-Paks and accessories for replacement apparatus (replacement Truck 603 ("T603"), replacement Quint 602 ("Q602"), replacement Medic 601 ("M601") and replacement Medic 604 ("M604")) and for Annualized Testing Services (Flow Testing and Hydrostatic Testing) and Maintenance. The City sought competitive sealed proposals under City Bid No. 1208-072 and on August 28, 2012 opened proposals from two (2) vendors. Hoyt was determined to be the lowest responsible bidder and was awarded the contract. The contract is an annual contract with the initial term running through August 31, 2013; the contract has four (4) twelve-month renewal periods at the sole discretion of the City.

The purchase order request to Hoyt includes the following purchases:

- Air-Paks and accessories for T603 - $22,828;
- Air-Paks and accessories for Q602 - $22,828;
- Air-Paks and accessories for M601 - $8,840;
- Air-Paks and accessories for M604 - $8,840;
- Annual Testing and Maintenance - $22,775.

Scott Air-Paks are self-contained breathing apparatus ("SCBA") assigned to particular apparatus; the accessories include 4500 psi cylinders. The SCBA and accessories are part of the standard loose equipment package included on Frisco Fire Department Trucks, Quints and Medics. Staff recommends the funding for the purchase of Air-Paks and accessories for the replacement apparatus (totaling $63,336) be funded by General Obligation Bonds (33536000-79400-05152); staff recommends that the funding for the Annualized Testing Services and Maintenance (totaling $22,775) be funded by the Frisco Fire Department FY 2013 Operating Budget (13536000-62300).

I respectfully request that this item be placed on the January 9, 2013 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or LGlover@FriscoFire.com.

CITY OF FRISCO BID TABULATION
OPENED 08/28/12 2PM
BID NO. 1208-072
OEM SCOTT AIR-PACKS, ASSEMBLY BOTTLES & MASKS & ALL REPLACEMENT PARTS. ON SITE FLOW TESTING & HYDROSTATIC TESTING
PAGE 1 OF 1

Hoyt Breathing Air Products 252
East State Hwy. 276 West
Tawakoni, TX 75474 Pete L.
Hoyt 903-447-
3385
hbap2melissa@aol.com

Municipal Emergency Services
16511 Hedgecroft Suite 200
Houston, TX 77060
Chris Young
800-784-0404
cyoung@mesfire.com

Item	DESCRIPTION	UNIT COST	COMMENTS	UNIT COST	COMMENTS
1	On Site Annual Flow Test Cost Per Unit	$25	N/A	$38.50	N/A
2	On Site Annual Hydrostatic Test Cost Per Unit	$38	N/A	$27.50	Unable to do on site Hydro Testing
3	Travel/Trip Charge Per Trip	$85	N/A	$0.00	N/A
4	Labor Rate Cost Per Hour	$75	N/A	$65.00	Only for Non Warranty Work
5	Manufacturer's List Price Less Percent Discount for Air Packs, Assembly Bottles , Masks & All Associated Scott Replacement Parts % Discount	Air Packs 35% off Current List Price Assembly Bottle 35% off Current List Price Face Masks 35% off Current List Price Scott Replacement Parts 18% off Current List Price		Discount : 32% Core & 24% Parts	

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.

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COOPERATIVE COMPETITIVE SEALED BID NO. 1208-072

OEM SCOTT AIR-PAK SELF CONTAINED BREATHING APPARATUS (AIR PACKS, ASSEMBLY BOTTLES & MASKS, ALL SCOTT REPLACEMENT PARTS FOR THESE ITEMS, ON SITE FLOW TESTING AND HYDROSTATIC TESTING)

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

August 28, 2012 @ 2:00PM CST

NO LATE BIDS WILL BE ACCEPTED

CD OR FLASHDRIVE AND TWO PAPER COPIES 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., CPPO
Director or Administrative Svcs
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541

CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1208-072

OEM SCOTT AIR-PAK SELF CONTAINED BREATHING APPARATUS (AIR PACKS, ASSEMBLY BOTTLES & MASKS, ALL SCOTT REPLACEMENT PARTS FOR THESE ITEMS, ON SITE FLOW TESTING AND HYDROSTATIC TESTING)

BIDDER MUST SUBMIT A CD OR FLASHDRIVE PLUS TWO PAPER COPIES TO FACILITATE EVALUATION. IF A CD OR FLASHDRIVE PLUS TWO PAPER COPIES ARE NOT SUBMITTED THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for **OEM SCOTT AIR-PAK SELF CONTAINED BREATHING APPARATUS (AIR PACKS, ASSEMBLY BOTTLES & MASKS, ALL SCOTT REPLACEMENT PARTS FOR THESE ITEMS, ON SITE FLOW TESTING AND HYDROSTATIC TESTING)**

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 August 28, 2012 at 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on August 28, 2012 at 2:05 PM CST.

Write the competitive sealed bid number 1208-072, name of bid, **OEM SCOTT AIR-PAK SELF CONTAINED BREATHING APPARATUS (AIR PACKS, ASSEMBLY BOTTLES & MASKS, ALL SCOTT REPLACEMENT PARTS FOR THESE ITEMS, ON SITE FLOW TESTING AND HYDROSTATIC TESTING)** 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 Flashdrive and two (2) paper copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional 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: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: Invoices must be submitted by the successful bidder by email to accountspayable@friscotexs.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 City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

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:

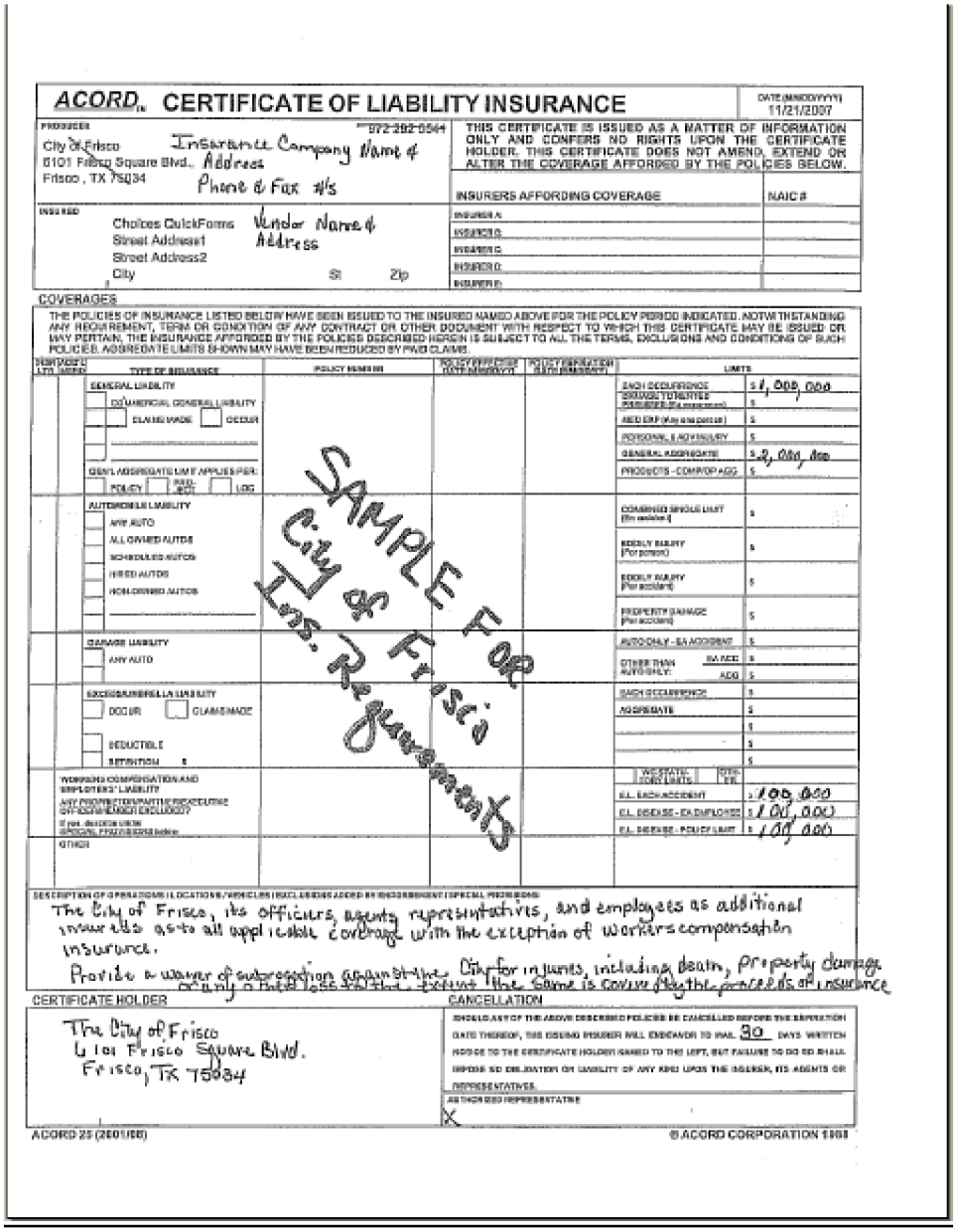
1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change 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
***972-292-5544
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
Chalres 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				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 $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				
	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 loss to the extent the same is covered by the proceeds of insurance

CERTIFICATE HOLDER

The City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
X

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012.

_____

Signature of Notary Public in and for the State of Texas STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:
_____

If company is a partnership, list the partner's full legal name(s):
_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:
_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1	**Name of person doing business with local governmental entity.**
2	☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4	**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ❑ Yes ❑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ❑ Yes ❑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ❑ Yes ❑ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND TWO (2)) COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

BID #1208-072
OEM SCOTT AIR-PAK SELF CONTAINED BREATHING APPARATUS (AIR PACKS, ASSEMBLY BOTTLES & MASKS, ALL SCOTT REPLACEMENT PARTS FOR THESE ITEMS, ON SITE FLOW TESTING AND HYDROSTATIC TESTING)

SCOPE OF WORK

The City of Frisco is accepting bids for OEM Scott AIR-PAK 75 Self Contained Breathing Apparatus - Air Packs, Assembly Bottles & Masks, all Scott replacement parts for these items, on site flow testing and hydrostatic testing for the City of Frisco Fire Department in accordance with the specifications shown below:

AP2140204200101 Scott Air Pak 75, 2007 Edition, 4500, heads up display, CBRN EZ Flo Plus regulator with Quick Connect, Dual EBSS, RIC/UAC Connection, NO Pak Alert, less Case NFPA Compliant, NIOSH Certified.
804722-01 Scott 4500 psi, 45 minute Carbon Cylinder & valve assembly.
805773-72 Scott AV3000 Face Piece, Small, Medium, & Large.
All Scott replacement parts for the items listed above.
On Site Annual Flow Testing
On Site Annual Hydrostatic Testing

DELIVERY TERMS

Delivery shall be FOB Destination. Orders issued under this contract shall be delivered to the Central Fire Station, 8601 Gary Burns Drive, Frisco, Texas 75034 30 days after receipt of order(s) unless otherwise specified. There may be instances when the contractor may be asked to accelerate delivery of order(s). When this occurs, the contractor will be expected to provide this service at no additional cost. In the event the contractor is unable to meet the original delivery date(s), the City must be contacted immediately, prior to the due date, and seek an extension of delivery time. Failure to comply with the delivery terms may be legal grounds for canceling an order(s), or the entire agreement.

PAYMENT

Payment to the Contractor will be based on actual quantities supplied. The City of Frisco does not guarantee to purchase any specific amount or quantity during the period of this agreement. The amount may vary depending upon actual needs of the City.

GUARANTEE

The bidder warrants and guarantees each product against any defects in materials, design, and workmanship. The warranty and/or guarantee shall begin on the date the product is placed into service by the City of Frisco Fire Department and shall continue through the manufacturer's standard warranty period. Any item ordered which is found to be defective and/or unsatisfactory will be returned immediately to the vendor, freight collect, and a replacement item must be sent to the Fire Department within a specified time as instructed by the Fire Department.

INVOICES

Invoices should be emailed to: accountspayable@friscotexas.gov . Invoices shall indicate the purchase order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. The City's payment terms are Net 30 Days. Payment shall be made after delivery and acceptance of the good and/or services. The City is tax exempt. No Federal Excise, State, or City Sales Tax should be included on the invoices.

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM
1208-072

OEM SCOTT AIR-PAK SELF CONTAINED BREATHING APPARATUS (AIR PACKS, ASSEMBLY BOTTLES & MASKS. & ALL SCOTT REPLACEMENT PARTS FOR THESE ITEMS. ON SITE FLOW TESTING AND HYDROSTATIC TESTING)

Item	Description	Unit Cost
1	On Site Annual Flow Test Cost Per Unit	
2	On Site Annual Hydrostatic Test Cost Per Unit	
3	Travel/Trip Charge Per Trip	
4	Labor Rate Cost Per Hour	

Manufacturer's List Price Less Percent Discount for Air Pks, Assembly Bottles & Masks & All Associated Scott Replacement Parts _____% Discount

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

Telephone Number: _____Fax:_____

E-mail address: _____

By: _____(print name) Cash Discount Terms:_____

Title: _____Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

AGENDA ITEM #22.



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 7, 2013**

Subject: **Consider and Act Upon Approval of Purchase Order to Flair Data Systems for the Purchase of Yearly Maintenance of the City's Cisco Networking Equipment and Phone System**

Action Requested: City Council approval of purchase order to Flair Data Systems for the purchase of yearly maintenance of the City's Cisco networking equipment and phone system, through the State of Texas Department of Information Resources (DIR) contract, in the amount of $71,987.

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 yearly maintenance of its Cisco networking and phone system. Flair Data Systems was awarded the contract to install the City's Cisco phone system in November of 2005 and continues to provide services to the City through its DIR contract pricing

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 scope of work, quotes and DIR contract.

Information Technology
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

To: **Tom Johnston, Director of Administrative Services**

cc: **Ron Patterson, Asst. City Manager**
Curt Balogh, Director of IT

From: **Steve Leblond, MIS/Computer Manager, IT**

Date: **December 28, 2012**

Subject: **Cisco yearly maintenance**

Action Requested: The Information Technology Department is requesting to purchase from Flair Data Systems yearly maintenance for core Cisco network infrastructure through DIR contract DIR-SDD-1388.

Background Information: Yearly maintenance for Cisco networking equipment will be purchased. This maintenance covers replacement of equipment and software support. Total cost for the maintenance is $71,987.39 and was planned for and approved in the current 2013 budget.

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Q3747804
Prepared for: City of Frisco
Date: 9.19.12

SIGNED: _____

$71,987.39

DESCRIPTION:		
SNT	8 x 5 x NBD replacement	$4,630.45
SNTE	8 x 5 x NBD replacement	$3,278.45
SNTP	24 x 7 x 4 hour replacement	$33,529.34
UCS	UCS Support	$0.00
ISV1		$1,064.83
SU1	Security coverage	$3,402.81
SAU	Software Application Support	$1,598.04
ESW	Essential Software Support	$12,542.09
UCSS	Unified Communications Software Support	$11,941.38

DIR - SDD - 1388

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Q3747804
Prepared for: City of Frisco
Date: 12.28.12

Valid For: 10 Days
Service Level: UCS
Shipping & Tax: Not Included
Contract Number:

SIGNED: _____

Total: $4,630.45

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
FRISCO	AIR-LAP1042N-A-K9	802.11a/g/n Fixed Unified AP; Int Ant; A Reg Domain	FTX1604E5K9	21-Apr-2013	01-Oct-2013	$64.00	$28.76	$23.22
FRISCO	AIR-LAP1042N-A-K9	802.11a/g/n Fixed Unified AP; Int Ant; A Reg Domain	FTX1604K5UL	21-Apr-2013	01-Oct-2013	$64.00	$28.76	$23.22
FRISCO	CP-7936	^IP Conf. Station w external mic ports	0004F2E07616	02-Oct-2012	01-Oct-2013	$55.00	$55.00	$44.41
FRISCO	CP-7936	^IP Conf. Station w external mic ports	0004F2E074C9	02-Oct-2012	01-Oct-2013	$55.00	$55.00	$44.41
FRISCO	CISCO2811-AC-IP	2811 w/ AC+POE, 2FE, 4HWICs, 2PVDMs, 1NME, 2AIMS, IPBASE, 128F/512D	FTX1309A3CP	02-Oct-2012	01-Oct-2013	$420.00	$420.00	$339.15
FRISCO	ASA5520-BUN-K9	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	JMX1005K00Q	02-Oct-2012	01-Oct-2013	$959.00	$959.00	$774.39
FRISCO	ASA5520-BUN-K9	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	JMX1005K00R	02-Oct-2012	01-Oct-2013	$959.00	$959.00	$774.39
FRISCO	ATA187-I1-A=	Cisco ATA 187 with configurable impedance	FCH1552960P	21-Apr-2013	01-Oct-2013	$24.00	$10.78	$8.70
FRISCO	CISCO2801-SEC/K9	2801 Security Bundle,Adv Security,128F/384D	FTX1405Y65D	02-Oct-2012	01-Oct-2013	$305.00	$305.00	$246.29
FRISCO	ASA5510-SEC-BUN-K9	ASA 5510 Security Plus Appl with SW, HA, 2GE+3FE, 3DES/AES	JMX1509L1HQ	02-Oct-2012	01-Oct-2013	$539.00	$539.00	$435.24
FRISCO	ASA5510-SEC-BUN-K9	ASA 5510 Security Plus Appl with SW, HA, 2GE+3FE, 3DES/AES	JMX1445L1CV	02-Oct-2012	01-Oct-2013	$539.00	$539.00	$435.24
FRISCO	WS-C6504E-S32-GE	^6504-E Chassis + Fan Tray + Sup32-GE	FOX10480ZNY	02-Oct-2012	01-Oct-2013	$1,764.00	$1,764.00	$1,424.43
FRISCO	ASA5505-BUN-K9	ASA 5505 Appliance with SW, 10 Users, 8 ports, 3DES/AES	JMX1422438T	02-Oct-2012	01-Oct-2013	$71.00	$71.00	$57.33

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Q3747805
Prepared for: City of Frisco
Date: 12.28.12

Valid For: 10 Days
Service Level: SNTE
Shipping & Tax: Not Included
Contract Number: 91417570

SIGNED: _____

Total: $3,278.45

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
FRISCO	WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	FDO1503R0U0	02-Oct-2012	01-Oct-2013	$1,015.00	$1,015.00	$819.61
FRISCO	WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	FDO1503Z0MS	02-Oct-2012	01-Oct-2013	$1,015.00	$1,015.00	$819.61
FRISCO	WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	FDO1503Z0MW	02-Oct-2012	01-Oct-2013	$1,015.00	$1,015.00	$819.61
FRISCO	WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	FDO1503P0U2	02-Oct-2012	01-Oct-2013	$1,015.00	$1,015.00	$819.61

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Q3747849
Prepared for: City of Frisco
Date: 12.28.12

Valid For: 10 Days
Service Level: SNTP
Shipping & Tax: Not Included
Contract Number: 3138577

SIGNED: _____

Total: $33,529.34

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
FRISCO	VG248	^48 Port Voice over IP analog phone gateway	SAD0611034D	02-Oct-2012	01-Oct-2013	$1,237.00	$1,237.00	$998.88
FRISCO	VG224	24 Port Voice over IP analog phone gateway	FHK1215F21F	02-Oct-2012	01-Oct-2013	$691.00	$691.00	$557.98
FRISCO	CISCO1841-T1	^1841 bundle w/WIC-1DSU-T1-V2, IP Base, 64FL/256DR	FTX0951W2GP	01-Mar-2013	28-Feb-2014	$222.00	$222.00	$179.27
FRISCO	CISCO2801-V/K9	2801 Voice Bundle,PVDM2-8,SP Serv,128F/384D	FTX121120FN	02-Oct-2012	01-Oct-2013	$504.00	$504.00	$406.98
FRISCO	CISCO2851-SRST/K9	2851 Voice Bundle w/ PVDM2-48,FL-SRST-100,SP Serv,128F/512D	FTX1011A2GY	02-Oct-2012	01-Oct-2013	$1,402.00	$1,402.00	$1,132.12
FRISCO	CISCO2851-SRST/K9	2851 Voice Bundle w/ PVDM2-48,FL-SRST-100,SP Serv,128F/512D	FTX1011A2GW	02-Oct-2012	01-Oct-2013	$1,402.00	$1,402.00	$1,132.12
FRISCO	CISCO2821-SRST/K9	2821 Voice Bundle w/ PVDM2-32,FL-SRST-50,SP Serv,128F/512D	FTX1012A0M6	02-Oct-2012	01-Oct-2013	$1,014.00	$1,014.00	$818.81
FRISCO	CISCO2811-SRST/K9	2811 Voice Bundle w/ PVDM2-16,FL-SRST-35,SP Serv,128F/512D	FTX1223A4GJ	02-Oct-2012	01-Oct-2013	$806.00	$806.00	$650.85
FRISCO	CISCO2811-SRST/K9	2811 Voice Bundle w/ PVDM2-16,FL-SRST-35,SP Serv,128F/512D	FTX1225A25Y	02-Oct-2012	01-Oct-2013	$806.00	$806.00	$650.85
FRISCO	CISCO3825-V/K9	3825 Voice Bundle,PVDM2-64,SP Serv,128F/512D	FTX1012A5AK	02-Oct-2012	01-Oct-2013	$1,666.00	$1,666.00	$1,345.30
FRISCO	CISCO3825-V/K9	3825 Voice Bundle,PVDM2-64,SP Serv,128F/512D	FTX1012A5AE	02-Oct-2012	01-Oct-2013	$1,666.00	$1,666.00	$1,345.30
FRISCO	ASA5510-SEC-BUN-K9	ASA 5510 Security Plus Appl with SW, HA, 2GE+3FE, 3DES/AES	JMX1509L1HX	02-Oct-2012	01-Oct-2013	$755.00	$755.00	$609.66
FRISCO	WS-SVC-WISM-1-K9=	^Wireless Service Module (WiSM) for up to 300 Lightweight APs	SAD13200076	02-Oct-2012	01-Oct-2013	$5,888.00	$5,888.00	$4,754.56
FRISCO	WS-C6509	^Cat 6509 Chassis, 9slot, 15RU, No Pow Supply, No Fan Tray	SAL10019KMP	02-Oct-2012	31-Jan-2013	$20,475.00	$6,843.70	$5,526.29
FRISCO	CISCO3825-V/K9	3825 Voice Bundle,PVDM2-64,SP Serv,128F/512D	FTX1041A4R0	02-Oct-2012	01-Oct-2013	$1,666.00	$1,666.00	$1,345.30

FRISCO	CISCO3825-V/K9	3825 Voice Bundle,PVDM2-64,SP Serv,128F/512D	FTX1041A4QZ	02-Oct-2012	01-Oct-2013	$1,666.00	$1,666.00	$1,345.30
FRISCO	WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	FDO1505P16A	02-Oct-2012	01-Oct-2013	$1,120.00	$1,120.00	$904.40
FRISCO	WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	FDO1505R17U	02-Oct-2012	01-Oct-2013	$1,120.00	$1,120.00	$904.40
FRISCO	WS-C6509	^Cat 6509 Chassis, 9slot, 15RU, No Pow Supply, No Fan Tray	SAL094802KT	02-Oct-2012	31-Jan-2013	$20,475.00	$6,843.70	$5,526.29
FRISCO	VG248	^48 Port Voice over IP analog phone gateway	SAD08490319	01-Mar-2013	28-Feb-2014	$1,237.00	$1,237.00	$998.88
FRISCO	VG224	24 Port Voice over IP analog phone gateway	FHK1039F306	02-Oct-2012	01-Oct-2013	$691.00	$691.00	$557.98
FRISCO	VG224	24 Port Voice over IP analog phone gateway	FHK1139F40H	02-Oct-2012	01-Oct-2013	$691.00	$691.00	$557.98
FRISCO	VG224	24 Port Voice over IP analog phone gateway	FHK1436F1B4	02-Oct-2012	01-Oct-2013	$691.00	$691.00	$557.98
FRISCO	CISCO2811	2811 w/ AC PWR,2FE,4HWICs,2PVDMs,1NME,2AIMS,IPBASE,128F/512D	FTX1021A2XB	02-Oct-2012	01-Oct-2013	$672.00	$672.00	$542.64
FRISCO	CISCO1841-T1	^1841 bundle w/WIC-1DSU-T1-V2, IP Base, 64FL/256DR	FTX14118131	02-Oct-2012	01-Oct-2013	$222.00	$222.00	$179.27
							$39,594.40	





Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number:
Prepared for: City of Frisco
Date:

Valid For: 10 Days
Service Level: UCS
Shipping & Tax: Not Included
Contract Number: 92150245

SIGNED: _____

Total: $0.00

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price

All UCS coverage ends on Feb. 28, 2015.

These items do not expire until Feb. & June of 2015.

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Q3747870
Prepared for: City of Frisco
Date: 12.28.12

Valid For: 10 Days
Service Level: ISV1
Shipping & Tax: Not Included
Contract Number: 92248844

SIGNED: _____

Total: $1,064.83

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
FRISCO	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	NN234-4K3G1-K8A62-92026-3T7J5	25-Mar-2013	01-Oct-2013	$420.00	$219.78	$177.47
FRISCO	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	NN224-4K163-K826A-910H6-3N735	25-Mar-2013	01-Oct-2013	$420.00	$219.78	$177.47
FRISCO	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	NJ63P-4KLGJ-6836A-928A4-C0E35	25-Mar-2013	01-Oct-2013	$420.00	$219.78	$177.47
FRISCO	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	NJ63P-4K3CL-P8C6C-909A2-3DEJ1	25-Mar-2013	01-Oct-2013	$420.00	$219.78	$177.47
FRISCO	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	MH62M-0K1G3-P8C63-9C104-A9NL1	25-Mar-2013	01-Oct-2013	$420.00	$219.78	$177.47
FRISCO	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	HH636-4K17L-68C63-9U1H0-A4NJ1	25-Mar-2013	01-Oct-2013	$420.00	$219.78	$177.47

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Q3747807
Prepared for: City of Frisco
Date: 12.28.12

Valid For: 10 Days
Service Level: SU1
Shipping & Tax: Not Included
Contract Number: 91577422

SIGNED: _____

Total: $3,402.81

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
FRISCO	ASA5540-AIP20-K9	ASA 5540 Appliance w/ AIP-SSM-20, SW, HA, 4GE+1FE, 3DES/AES	JMX1051K1G4	02-Oct-2012	01-Oct-2013	$4,214.00	$4,214.00	$3,402.81

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Q3747806
Prepared for: City of Frisco
Date: 12.28.12

Valid For: 10 Days
Service Level: SAU
Shipping & Tax: Not Included
Contract Number: 91572333

SIGNED: _____

Total: $1,598.04

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
FRISCO	WCS-PLUS-100	Cisco WCS with PLUS License for 100 APs, Windows/Linux	1	02-Oct-2012	01-Oct-2013	$1,979.00	$1,979.00	$1,598.04

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Q3747828
Prepared for: City of Frisco
Date: 12.28.12

Valid For: 10 Days
Service Level: ESW
Shipping & Tax: Not Included
Contract Number: 3702664

SIGNED: _____

Total: $12,542.09

DESCRIPTION:

Site	Part	Description	Serial Number/Qty.	Begin Date	End Date	Annual Price	ProRate	Extended Price
FRISCO	KEY-ER7.X-100=	CON-ESW-YER7X100	1	10/2/2012	10/1/2013	$150.00	$150.00	$121.13
FRISCO	KEY-ER7.X-100=	CON-ESW-YER7X100	1	10/2/2012	10/1/2013	$150.00	$150.00	$121.13
FRISCO	KEY-ER7.X-100=	CON-ESW-YER7X100	1	10/2/2012	10/1/2013	$150.00	$150.00	$121.13
FRISCO	KEY-ER7.X-100=	CON-ESW-YER7X100	1	10/2/2012	10/1/2013	$150.00	$150.00	$121.13
FRISCO	KEY-ER7.X-100=	CON-ESW-YER7X100	1	10/2/2012	10/1/2013	$150.00	$150.00	$121.13
FRISCO	CCX-70-P-SEAT1	CON-ESW-70PSE1	35	10/2/2012	10/1/2013	$205.00	$205.00	$165.54
FRISCO	SW-ER-7.0-7835-K9=	CON-ESW-ER7X7835	1	10/2/2012	10/1/2013	$1,199.00	$1,199.00	$968.19
FRISCO	KEY-ER7.X-500=	CON-ESW-YER7X500	1	10/2/2012	10/1/2013	$750.00	$750.00	$605.63
FRISCO	KEY-ER7.X-100=	CON-ESW-YER7X100	1	10/2/2012	10/1/2013	$150.00	$150.00	$121.13
FRISCO	KEY-ER7.X-100=	CON-ESW-YER7X100	1	10/2/2012	10/1/2013	$150.00	$150.00	$121.13
FRISCO	KEY-ER7.X-100=	CON-ESW-YER7X100	1	10/2/2012	10/1/2013	$150.00	$150.00	$121.13
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31
FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD1	CON-ESW-UWLST1	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

FRISCO	LIC-UWL-STD-SLED- CON-ESW-SSLEDA	1	2/3/2013	10/1/2013	$21.00	$14.00	$11.31

Renee Hassell
Flair Data Systems
214.445.3503
rhassell@flairdata.com

Quote Number: Stephens 9.17
Prepared for: City of Frisco
Date: 12.28.12

Valid For: 10 Days
Service Level: UCSS
Shipping & Tax: Not Included
Contract Number:

SIGNED: _____

Total: $11,941.38

DESCRIPTION:

Site	Part	Description	Quantity	Begin Date	End Date	Annual Price	ProRate	Extended Price
FRISCO	L-CUWL-MISC	High Level Part Number	1	10/2/2012	10/1/2013	$0.00	$0.00	$0.00
FRISCO	L-UCSS-UWL-STD-1M	UCSS Cisco Unified Workspace Licensing STD 1 month add-on 1 user	6768	10/2/2012	10/1/2013	$2.00	$13,536.00	$7,512.48
FRISCO	L-UCSS-ER	High Level Part Number	1	10/2/2012	10/1/2013	$0.00	$0.00	$0.00
FRISCO	L-UCSS-ER-1-10	UCSS for Emergency Responder for One Year – 10 users	140	10/2/2012	10/1/2013	$20.00	$2,800.00	$1,554.00
FRISCO	L-UCSS-CCX	High Level Part Number	1	10/2/2012	10/1/2013	$0.00	$0.00	$0.00
FRISCO	L-UCSS-CCX-P-1-1	UCSS for CCX PRE for One Year - 1 users	35	10/2/2012	10/1/2013	$148.00	$5,180.00	$2,874.90

DIR Contract No. DIR-SDD-1388

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; 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 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 percent (1.00%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $1,000.

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, St. 240
Plano, Texas 75093
Phone: (214) 507-8522
Facsimile: (214) 373-4188
Email: kfairchild@flairdata.com

7. Software License

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.**

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.

DIR Contract No. DIR-SDD-1388

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: 5/20/10

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: 5/21/10

Legal: initials on file 5/21/10

AGENDA ITEM #23.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

From: **Tom Johnston, Director of Administrative Services**

Date: **January 7, 2013**

Subject: **Consider and Act Upon Approval of Purchase Orders to Gear Cleaning Solutions, LLC of Dallas, Texas for Advanced Cleaning, Inspection and Repair Services for Fire Personal Protective Equipment**

Action Requested: City Council approval of purchase orders to Gear Cleaning Solutions, LLC of Dallas, Texas for advanced cleaning, inspection and repair services for Fire personal protective equipment, in the estimated annual amount of $50,000.

Background Information: The City of Frisco has an Interlocal Agreement with the City of Garland for the purpose of purchasing selected items. The City Fire Department is requesting a purchase order to Gear Cleaning Solutions, LLC of Dallas, Texas for advanced cleaning, inspection and repair services for Fire personal protective equipment, (Bunker Gear). The National Fire Protection Association ("NFPA") requirements in NFPA Standard 1851 state that the City have personal protective equipment inspected / tested after the third year of use and then annually for the remainder of their ten (10) year service life.

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 Fire Department operational budget.

Legal Review: N/A

Supporting Documents: Department memo and City of Garland contract information.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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

Memorandum

To: **Tom Johnston, Director of Administrative Services**

Cc: **Todd Renshaw, Director of Public Safety**

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

Date: **December 28, 2012**

Subject: **Request for City Council consideration for the approval of a purchase order to Gear Cleaning Solutions, LLC for advanced cleaning, inspection and repair services for personal protective equipment during FY 2012-2013**

Attached for your consideration is a purchase order request in the amount of $50,000 to Gear Cleaning Solutions, LLC of Dallas, Texas for advanced cleaning, inspection and repair services for personal protective equipment. We have carried an open purchase order for these services in previous fiscal years and would like to continue the same process for FY 2013.

The National Fire Protection Association ("NFPA") specifies requirements in NFPA Standard 1851 that the City have personal protective equipment inspected / tested after the third year of use and then annually for the remainder of their ten (10) year service life. The requested amount of the purchase order is an annualized estimate to provide for these services.

The pricing for the advanced cleaning, inspection and repair services for personal protective equipment is established via an Interlocal Cooperation Agreement with the City of Garland, Bid No. 2795-12 (the City's assigned Bid Number for this item is City Bid No. 1312-031I). This amount is included in the Fire Department's Operating Budget, Operations Division (13536000-61185).

I respectfully request that this item be placed on the January 15, 2013 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or LGlover@FriscoFire.com.

Garland # 2795-12
Frisco # 1312-031 I

GARLAND

BLANKET ORDER
BL 05035

Ship and Bill To:

Fire Support 972-781-7137
Capt. JD Schulgen
1500 E Hwy 66
Garland, Texas 75040

This PO number must appear on all documentation. Invoices not referencing this PO number will be returned.

Line	Commodity / Item	Description	Qty	Ut	Unit Price	Total
		PR 29847 - ADVANCED CLEANING, INSPECTION & REPAIR FOR PPE (BUNKER GEAR). INITIAL TWENTY-FOUR (24) MONTHS TERM CONTRACT WITH OPTIONS FOR THREE (3), ONE YEAR RENEWALS. EFFECTIVE DATE: 04/01/12 EXPIRATION DATE: 04/01/14 THIS ORDER IS AWARDED FROM BID# 2795-12 IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS, DRAWINGS AND OTHER DOCUMENTS INCLUDED IN THE BID AND YOUR RESPONSE TO THIS BID AS ACCEPTED BY THE CITY OF GARLAND. CERTIFICATES OF INSURANCE AND SIGNED INDEMNIFICATION FORMS MUST BE APPROVED BY THE CITY OF GARLAND RISK MANAGEMENT DEPT. PRIOR TO BEGINNING WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT COVERAGE REMAINS IN EFFECT DURING THE ENTIRE PERIOD OF THE CONTRACT CURRENT INSURANCE ON FILE.				

Signed:

TERMS & CONDITIONS of the City of Garland are incorporated in this order. See online document at: WWW.GARLANDPURCHASING.COM

Total:

Continued

Vendor 34092 Vendor Ph# (214) 774-2213

To: GEAR CLEANING SOLUTIONS, LLC
TIM TOMLINSON
2647 MANANA DR.

DALLAS TX 75220

PO Date: 03/30/12

Buyer: WIL NEWCOMER - 972-205-2427
Bid #:
Delivery Promised:
Delivery Required:
F.O.B.: DESTINATION
Terms: Net 30

GARLAND

BLANKET ORDER
BL 05035

Line	Commodity / Item	Description	Qty	Ut	Unit Price	Total
		THIS TERM ORDER IS ISSUED TO CONFIRM THE ITEM(S) UPON WHICH YOU WERE THE SUCCESSFUL BIDDER IN CONNECTION WITH OUR TERM CONTRACT BID. THIS IS A VERIFICATION ONLY, AND DOES NOT CONSTITUTE AN ORDER FOR ANY ITEM OR A REQUEST OR AUTHORIZATION TO PRODUCE, SHIP OR DELIVERY ANY OF THE IDENTIFIED ITEMS. SEPARATE RELEASES WILL BEISSUED BY THE USING DEPARTMENT, IDENTIFYING ITEMS AND QUANTITIES DESIRED IF AND AS THEY ARE NEEDED. AS STATED IN THE BID, THE QUANTITIES SHOWN REFLECTTHE CITY'S ESTIMATED ANNUAL REQUIREMENT FOR PARTICULAR ITEMS. AS THE BID INDICATES, THE CITY MAY CHOOSE TO PURCHASE MORE, LESS OR NONE OF ANY LISTED ITEM, DEPENDING ON IT'S NEEDS. THE CITY IS UNDER NO OBLIGATION TO PURCHASE A MINIMUN AMOUNT OF ANY ITEM AWARDED. THIS CONTRACT SHALL TERMINATE IN ACCORDANCE WITH THE DATE SPECIFIED. DISCLOSURE OF BUSINESS RELATIONSHIPS/AFFILIATIONS,CONFLICT OF INTEREST QUESTIONAIR.VENDOR REPRESENTSTHAT IT IS IN COMPLIANCE WITH THE APPLICABLE FILING AND DISCLOSURE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE. THE STATUE ANDCIQ FORM MAY BE FOUND ON THE PURCHASING WEBSITE. WWW.GARLANDPURCHASING.COM SUPPLIER SHOULD FAMILIARIZE THEMSELVES WITH THE CITY OF GARLAND'S FRAUD POLICY LOCATED AT WWW.CI.GARLAND.TX.US/CITY HALL/INTERNAL AUDIT/ FRAUD POLICY. SUPPLIER'S HAVE A RESPONSIBILITY TO REPORT SUSPECTED FRAUDULENT ACTIVITIES TO THE CITY'S HOT LINE AT 972-205-2739 COG POINT OF CONTACT: CAPT. JD SCHULGEN @972-781-7137				
					Total:	

Continued

GARLAND

BLANKET ORDER
BL 05035

Line	Commodity / Item	Description	Qty	Ut	Unit Price	Total
1		FIRE SAFETY (BUNKER,ETC) INSPECTION, CLEANING, AND REPAIR OF PERSONAL PROTECTIVE EQUIPMENT (BUNKER GEAR) FOR THE GARLAND FIRE DEPT. PER NFPA 1851, 2008 EDITION AND GARLAND FIRE DEPT. SPECIFICATIONS.	60000.000	EA	$1.00000	$60000.00
					Total:	$60000.00

Bid Tabulation Packet
for
Solicitation 2795-12

Advanced Cleaning, Inspection & Repair of PPE (Bunker Gear)

GARLAND
PURCHASING

City of Garland

Bid #2795-12 - Advanced Cleaning, Inspection & Repair of PPE (Bunker Gear)

Creation Date **Feb 24, 2012** End Date **Mar 13, 2012 3:00:00 PM CDT**
Start Date **Feb 27, 2012 1:24:56 PM CST** Awarded Date **Not Yet Awarded**

2795-12--01-01 Annual Advanced Cleaning & Inspection: Coat						
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Gear Cleaning Solutions	First Offer - $27.00	700 / each	$18,900.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Price includes complete liner inspection			
Lion Apparel	First Offer - $28.08	700 / each	$19,656.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-02 Annual Advanced Cleaning & Inspection: Pants						
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Gear Cleaning Solutions	First Offer - $27.00	700 / each	$18,900.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Price includes complete liner inspection			
Lion Apparel	First Offer - $28.08	700 / each	$19,656.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-03 Annual Advanced Cleaning & Inspection: Helmet						
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Gear Cleaning Solutions	First Offer - $4.20	630 / each	$2,646.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** n/a			
Lion Apparel	First Offer - $5.65	630 / each	$3,559.50		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-04 Annual Advanced Cleaning & Inspection: Hood						
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Gear Cleaning Solutions	First Offer - $1.40	630 / each	$882.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** n/a			
Lion Apparel	First Offer - $1.60	630 / each	$1,008.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-05 Annual Advanced Cleaning & Inspection: Gloves						
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Gear Cleaning Solutions	First Offer - $1.40	630 / pair	$882.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Lion Apparel	First Offer - $2.85	630 / pair	$1,795.50		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-06 Annual Advanced Cleaning & Inspection: Boots

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Gear Cleaning Solutions	First Offer - $4.20	630 / pair	$2,646.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** No comments			
Lion Apparel	First Offer - $4.34	630 / pair	$2,734.20		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-07 Per Repair/Replace: Velcro by Inch

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Lion Apparel	First Offer - $0.55	1 / each	$0.55		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Gear Cleaning Solutions	First Offer - $0.74	1 / each	$0.74		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** No comments			

2795-12--01-08 Per Repair/Replace: Moisture barrier patch 4x4

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Gear Cleaning Solutions	First Offer - $5.71	1 / each	$5.71		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Lion Apparel	First Offer - $6.40	1 / each	$6.40		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-09 Per Repair/Replace: Moisture barrier patch 6x6

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Gear Cleaning Solutions	First Offer - $10.50	1 / each	$10.50		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Lion Apparel	First Offer - $14.40	1 / each	$14.40		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-10 Per Repair/Replace: Moisture barrier patch 8x8

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Gear Cleaning Solutions	First Offer - $15.30	1 / each	$15.30		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Lion Apparel	First Offer - $32.40	1 / each	$32.40		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-11 Per Repair/Replace: Moisture barrier by inch

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Lion Apparel	First Offer - $0.40	1 / each	$0.40		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Gear Cleaning Solutions	First Offer - $0.43	1 / each	$0.43		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-12 Per Repair/Replace: Thermal liner patch 4x4

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Lion Apparel	First Offer - $3.36	1 / each	$3.36		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Gear Cleaning Solutions	First Offer - $4.81	1 / each	$4.81		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-13 Per Repair/Replace: Thermal liner patch 6x6

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Gear Cleaning Solutions	First Offer - $6.99	1 / each	$6.99		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Lion Apparel	First Offer - $7.56	1 / each	$7.56		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-14 Per Repair/Replace: Thermal liner patch 8x8

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Gear Cleaning Solutions	First Offer - $9.18	1 / each	$9.18		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Lion Apparel	First Offer - $17.01	1 / each	$17.01		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

2795-12--01-15 Per Repair/Replace: Thermal liner by inch

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Lion Apparel	First Offer - $0.21	1 / each	$0.21		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Gear Cleaning Solutions	First Offer - $0.44	1 / each	$0.44		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

Gear Cleaning Solutions **$44,910.10** **(15/15 items)**

Bid Contact **Tim Tomlinson**
tim@gearcleaningsolutions.com
Ph 214-774-2213

Address **2647 Manana Dr.**
Dallas, TX 75220

Agency Notes: **Supplier Notes:**

Lion Apparel **$48,491.49** **(15/15 items)**

Bid Contact **Cliff D Gallarneau**
cliffg@lionapparel.com
Ph 972-223-5570
Fax 972-223-5570

Address **1033 Eagle Court**
DeSoto, TX 75115

Agency Notes: **Supplier Notes:**

**

Gear Cleaning Solutions

Bid Contact **Tim Tomlinson**
tim@gearcleaningsolutions.com
Ph 214-774-2213

Address **2647 Manana Dr.**
Dallas, TX 75220

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
2795-12--01-01	Annual Advanced Cleaning & Inspection: Coat	**Supplier Product Code: Supplier Notes:** Price includes complete liner inspection	**First Offer - $27.00**	700 / each	**$18,900.00**		**Y**
2795-12--01-02	Annual Advanced Cleaning & Inspection: Pants	**Supplier Product Code: Supplier Notes:** Price includes complete liner inspection	**First Offer - $27.00**	700 / each	**$18,900.00**		**Y**
2795-12--01-03	Annual Advanced Cleaning & Inspection: Helmet	**Supplier Product Code: Supplier Notes:** n/a	**First Offer - $4.20**	630 / each	**$2,646.00**		**Y**
2795-12--01-04	Annual Advanced Cleaning & Inspection: Hood	**Supplier Product Code: Supplier Notes:** n/a	**First Offer - $1.40**	630 / each	**$882.00**		**Y**
2795-12--01-05	Annual Advanced Cleaning & Inspection: Gloves	**Supplier Product Code:**	**First Offer - $1.40**	630 / pair	**$882.00**		**Y**
2795-12--01-06	Annual Advanced Cleaning & Inspection: Boots	**Supplier Product Code: Supplier Notes:** No comments	**First Offer - $4.20**	630 / pair	**$2,646.00**		**Y**
2795-12--01-07	Per Repair/Replace: Velcro by Inch	**Supplier Product Code: Supplier Notes:** No comments	**First Offer - $0.74**	1 / each	**$0.74**		**Y**
2795-12--01-08	Per Repair/Replace: Moisture barrier patch 4x4	**Supplier Product Code:**	**First Offer - $5.71**	1 / each	**$5.71**		**Y**
2795-12--01-09	Per Repair/Replace: Moisture barrier patch 6x6	**Supplier Product Code:**	**First Offer - $10.50**	1 / each	**$10.50**		**Y**

2795-12--01-10	Per Repair/Replace: Moisture barrier patch 8x8	**Supplier Product Code:**	**First Offer - $15.30**	1 / each	**$15.30**	**Y**
2795-12--01-11	Per Repair/Replace: Moisture barrier by inch	**Supplier Product Code:**	**First Offer - $0.43**	1 / each	**$0.43**	**Y**
2795-12--01-12	Per Repair/Replace: Thermal liner patch 4x4	**Supplier Product Code:**	**First Offer - $4.81**	1 / each	**$4.81**	**Y**
2795-12--01-13	Per Repair/Replace: Thermal liner patch 6x6	**Supplier Product Code:**	**First Offer - $6.99**	1 / each	**$6.99**	**Y**
2795-12--01-14	Per Repair/Replace: Thermal liner patch 8x8	**Supplier Product Code:**	**First Offer - $9.18**	1 / each	**$9.18**	**Y**
2795-12--01-15	Per Repair/Replace: Thermal liner by inch	**Supplier Product Code:**	**First Offer - $0.44**	1 / each	**$0.44**	**Y**

Supplier Total **$44,910.10**

Supplier: **Gear Cleaning Solutions**

GARLAND

PURCHASING

CITY OF GARLAND
STANDARD TERMS AND CONDITIONS

1. ENTIRE AGREEMENT: These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Garland's request for Bid/Proposal are applicable to Contracts/Purchase Orders issued by the City of Garland hereinafter referred to as the City or Buyer and the Seller herein after referred to as the Bidder, Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Purchasing Department and the Supplier. No Terms and Conditions contained in the Sellers Bid/Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the Contract/Purchase Order these written provisions will take precedence.

2. OFFICIAL BID NOTIFICATION: The City of Garland utilizes the following for official notifications of bid opportunities: www.bidsync.com and the Commercial Daily Record of Dallas County. These are the only forms of notification authorized by the City. The City is not responsible for receipt of notifications or information from any source other than those listed. It shall be the supplier's responsibility to verify the validity of all bid information received from any source other than the City of Garland. There will be NO COST to the Seller for using Bidsync for its Bids/Proposals.

3. FRAUD POLICY: The City of Garland is committed to preventing Fraud, Waste, Abuse and Unethical Conduct by its employees. Suppliers and potential suppliers should become familiar with the City of Garland's Fraud Policy located on our website at www.ci.garland.tx.us, City Hall/Internal Audit/fraud Policy. Suppliers have a responsibility to report any known or suspected fraudulent activities, or unethical conduct, by calling the City's Hot Line at 972-205-2739 or write to, Fraud Hot Line P.O. Box 469002 Garland TX 75046. All contacts will be held in strict confidence.

4. COUNCIL POLICY: Bidder shall comply with the requirements of City Council Policy OPNS-04 Qualifications for Doing Business with the City of Garland and OPNS-28 Business Conduct with Delinquent Account Holders and litigants attached hereto.

5. PROHIBITION AGAINST PERSON INTEREST IN CONTRACTS: No City of Garland employee shall have a direct or indirect financial interest in any contract with the city, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the city.

6. COMPETITIVE PRICING: It is the intent of the city to consider interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the city.

7. 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 several interlocal cooperative purchasing agreements. As such, the city has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful supplier may be asked to provide products/services based upon the bid price, to any other participant.

8. RIGHT TO AUDIT: The city shall have the right to examine and audit after reasonable notice any and all books and records of Seller/Contractor that may relate to this agreement including, without limitation, the performance of Seller/Contractor, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the city's request, be made available at a location designated by the city. Seller/Contractor shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the city. Unless otherwise agreed by the parties, such records must be made available to the city within five business days. The provisions of this paragraph shall survive the termination of this agreement.

9. CORRESPONDENCE: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.

10. INDEMNITY/INSURANCE: See attached City of Garland minimum requirements, required for all on-site work on city property.

11. EASEMENT PERMISSION: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

12. CITY PROVIDED SERVICES: The contractor, or any sub-contractor or supplier shall use only city provided services in performing this contract including but not limited to: Electric (if available), Water, Sanitation and Solid Waste Services. The rate charged by the city shall be the same as charged for the same or similar services. Commercial Solid Waste rates may be obtained from City of Garland Environmental Waste Department at, 972-205-3500.

13. CONTRACTOR EQUIPMENT IDENTIFICATION: All equipment used on the project shall be clearly marked with the contractor's name and. Subcontractor equipment shall also be similarly marked.

14. DELIVERY: All goods shall be delivered F.O.B. Destination unless otherwise authorized herein. C.O.D. shipments or deliveries are not permitted.

15. SPECIFICATIONS-SAMPLES: If bidding on other than the item requested, sellers bid must identify the Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the city and if requested, may be returned at bidder's expense.

16. TIE BIDS: In the event of tie bids, preference will be given to the bidder who offers the best value to the city in accordance with State Law.

17. ERROR-QUANTITY: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

18. ACCEPTANCE: The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the city by line item or total bid.

19. OEM PARTS: All vehicle options to be OEM factory installed unless otherwise identified on this bid.

20. SUBSTITUTION: Every delivery of goods by the supplier must comply with all provisions of this order including the specifications, delivery schedule, quantity and quality. Any delivery which does not conform to the buyers requirements shall constitute a breach of contract. Seller does not have authorization to make a substitute unless it is agreed to by the buyer.

21. BID LIST REMOVAL: The city reserves the right to remove a supplier from any Bid List for: (1) continued failure to be responsive to the city, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise or (4) failure to comply with the Contract/Purchase Order requirements.

22. DELIVERY TIMES: Deliveries to the City Warehouse or other designated City Buildings or Facilities will be accepted during normal working hours, i.e. 8:00a.m. to 4:00p.m., Monday through Friday unless other arrangements have been made. Deliveries being made directly to city work sites should be coordinated with the city employee responsible for the work being performed at that site.

23. PACKAGING: Unless otherwise indicated, items will be new, not rebuilt, in first class condition, and in containers suitable for damage-free shipment.

24. WARRANTY: By accepting this order seller warrants that the goods and services to be furnished will be free from defects in materials and workmanship, be of merchantable quality and fit for ordinary use, be in full conformance with buyer's specifications, drawings and data, seller's samples or models, and express warranties, and to be fit for any buyer's particular purpose expressly or impliedly known. These warranties are in addition to all others given to the buyer by the seller or by law. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the buyer, and any such limitations or exclusions are void.

25. TERM CONTRACTS: Except as otherwise provided herein, prices must remain firm for the entire contract period, including any periods of extension or renewal. At the time of any renewal or extension of the contract, the city or the supplier may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

26. TERM CONTRACT QUANTITIES: The quantities in the request for bid are estimated requirements and the city reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder shall have no claim against the city for anticipated profits for quantities diminished or deleted.

27. TERM CONTRACT SHIPMENTS: The supplier will make shipments under this contract only when requested and only in the quantities requested. If there are minimum shipments or standard packaging requirements please note the items affected.

28. CONTRACT RENEWAL OPTIONS: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the city and the supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.

29. TAXES-EXEMPTION: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful supplier.

30. ASSIGNMENT: Seller shall not assign this order or any interest herein, including any performance or any amount which may be due or become due hereunder, without buyer's prior written consent.

31. INVOICING: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

32. INSPECTION: Goods purchased are subject to inspection and approval by buyer. Buyer reserves the right to reject or refuse acceptance of goods which are not in accordance with buyer's instructions, specifications, drawings and data, or seller's warranties (expressed or implied). Goods not accepted will be returned to seller at seller's risk and expense. Payment for any goods shall not be deemed an acceptance thereof.

33. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The city adopts Vernon's Texas Statutes and Codes Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

34. FUNDING OUT CLAUSE: This agreement may be terminated by the city without notice and without penalty or liability in the event that (1) the city lacks sufficient funds for this agreement; (2) funds for this agreement are not appropriated by the City Council of the City; and (3) funds for this agreement that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the city.

35. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the claim shall be delivered by the contractor to the city within one-hundred eighty (180) days after the date of the event giving rise to the claim, which notice shall request a written response to be delivered to the contractor not less than fourteen (14) business days after receipt of the notice of claim; (ii) if the response does not resolve the claim, in the opinion of the contractor, the contractor shall give notice to that effect to the city whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the claim; (iii) if those persons cannot or do not resolve the claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the claim.

36. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier 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 Garland not later than the 7th business day after the date the supplier or 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.garlandpurchasing.com.
By submitting a response to this request, supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

37. PERFORMANCE: If seller fails to comply with any provisions or terms of this order, the buyer, may at buyer's option, cancel this order or any other orders outstanding. In the event of cancellation buyer retains all rights and remedies it may have.

38. PATENTS: Seller agrees to indemnify and hold harmless the buyer against all costs and expenses, including attorneys fees and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which buyer or the users of buyer's products are made defendants of actual or alleged infringement of any U.S. or foreign patent resulting from the use or sale of the items purchased hereunder (except infringement necessarily resulting from adherence to buyer's specifications or drawings) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

39. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

40. VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.

41. TERMINATION: The city at any time after issuance of this agreement, by 30 days written notice, has the absolute write to terminate this agreement for cause or convenience. Cause shall be the supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the supplier shall be liable for any damages suffered by the city. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the city as of the effective date of the termination.

42. FORCE MAJEURE: To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to it's malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

43. During evaluation process City reserves the right to request a best and final offer upon completion of negotiations.

44. WORKING DAY OR DAYS: The following are legal holidays for the City of Garland:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
July 4th
Labor Day
Thanksgiving (2 days)
Christmas (2 days)
Business Hours: 8:00a.m. to 5:00p.m. Monday through Friday.

CITY COUNCIL POLICY
OPNS-04 – Qualifications for Doing Business with the City

I. **Purpose and Need for Policy**

The purpose of this policy is to foster the public's trust in the conduct of City business and to further insure the expenditures of public funds is beyond reproach.

II. **Policy**

Other than the exceptions cited below, it is the policy of the City Council to not enter into or renew a contract to purchase, sell, or lease property or services to or from any entity described in this policy.

III. **Procedure to Accomplish Policy**

A. The City of Garland shall not, except as provided herein, enter into or renew a contract to purchase, sell, or lease property or services to or from any person or entity who has been:

1) Convicted of any state or federal felony offense. Conviction includes a final probation, deferred adjudication or similar disposition.
2) Convicted or fined in excess of $50,000 on certain state or federal discrimination offenses. Discrimination charges include only those brought for discrimination against the race, sex, or religion or an individual or class of individuals.

B. Persons or entities doing business with the City include:

1) Individuals, corporations, partnerships, associations, or limited liability companies.
2) Owner or principal operators of entities referenced in paragraph B (1).
3) Principal officers of entities referenced in paragraph B (1).
4) Shareholders in corporations or limited liabilities companies if there are five or fewer shareholders.
5) Majority owned affiliates of any entity referenced in paragraph B (1).

C. This policy shall not apply when:

1) Three years have elapsed between the conviction and the approval of the contract.
2) The contract does not require City Council approval.
3) Anything of value is paid or given to informants or participants in a crime stopper program, or
4) The City Council determines this policy could cause grave injury or impose a severe financial hardship to the City of Garland by its application, and is waived by an affirmative vote of not less than six (6) Council members.

D. On bid applications that may result in a contract award by the City Council, the City shall require a representation by bidders that the bidder is not disqualified by the application of this policy.

E. After contract award, but prior to the commencement of the project or the delivery of the service or property, a determination that the bidder is in violation of this policy shall be cause for terminating the contract.

By the execution and submission of this bid, bidder acknowledges that bidder has received a copy of City Council Policy OPNS-04 and bidder represents and warrants that bidder complies with the requirements of the City Council Policy OPNS-04 and is in no manner disqualified from doing business with the City under that policy.

CITY COUNCIL POLICY

OPNS-28 – Business Conduct with Delinquent Account Holders and Litigants

I. **Purpose and Need for Policy**

The City conducts business with its citizens and the public at-large. In so doing, there are instances where the City may be asked to conduct business with those who are delinquent in their payment(s) to the City on various accounts or who may be involved in litigation with the City. Examples of the types of delinquent accounts which can be substantial in nature are impact fees, property taxes (generally person property), utility bills, EMS fees, and damage claims to City property. A policy is needed to ensure that the City does not conduct business with those individuals.

II. **Policy**

It is the policy of the City Council to forbid any individual or business entity to conduct business with the City if such person(s) currently owe(s) the City money which is past due or delinquent on property taxes, impact fees, utility bills, Municipal Court fees, EMS fees, or damage claims to City property. Unless prohibited by law, it shall further be the policy of the City Council to forbid any individual or business entity who files meritless litigation against the City from conducting business with the City.

III. **Procedure to Accomplish Policy**

On a monthly basis, the Managing Director of Customer Services shall produce a delinquent accounts list containing the names of those businesses and/or individuals who are delinquent in paying the City for property taxes, impact fees, utility bills, EMS fees, or damage claims. Copies of the delinquent tax history shall be distributed to the City Manager's office, Purchasing, Engineering, Planning, and Building Inspection Departments. The delinquent accounts list relating to impact fees, utility bills, EMS fees, and/or damage claims shall be housed in the Customer Service Department. These lists will be available to the City Manager, Assistant City Manager's, and other departments upon request, to be checked prior to permit issuance or other conduct of business by the City with any business or individual. The City will not do business with any business or individual until the delinquent account is paid in full. The City shall not award any contracts for services and/or goods to any business, firm, and/or individual(s) who are delinquent or have demonstrated that they are not the most responsible bidder.

IV. **Responsibility and Authority**

1. The Managing Director of Customer Service shall be responsible for producing and distributing a delinquent accounts list containing names of businesses and/or individuals who are delinquent in paying their property taxes, impact fees, utility bills, EMS fees, or damage claims to the City.

2. The Purchasing Manager shall be responsible for the reporting and removal of any bids submitted by any business(es), firm(s), and/or individual(s) who are delinquent in payment(s) of their utility bills, EMS fees, property taxes, impact fees, or have damage claims to the City.

3. The City Manager is responsible to ensure that this policy is upheld and that the Council is kept abreast of its effectiveness.

By the execution and submission of this bid, bidder acknowledges that bidder has received a copy of City Council Policy OPNS-28 and bidder represents and warrants that bidder complies with the requirements of the City Council Policy OPNS-28 and is in no manner disqualified from doing business with the City under that policy.

Supplier: **Gear Cleaning Solutions**

City of Garland
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS
Contractors performing work on City property or public right-of-way for the City of Garland shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Garland Risk Management office.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers' Compensation Employers' Liability	Statutory Limits $100,000 per occurrence	CITY TO BE PROVIDED A WAIVER OF SUBROGATION, AND 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.
2.	Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury - $250,000 per person, $500,000 per occurrence; Property Damage - $100,000 per occurrence -OR- Combined single limit of $600,000	CITY TO BE LISTED AS ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.
3.	Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Bodily Injury - $250,000 per person, $500,000 per occurrence; Property Damage - $100,000 per occurrence -OR- Combined single limit of $600,000	CITY TO BE LISTED AS ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.

Certificate of Liability Insurance forms may be **faxed** to Purchasing Department , attn: Sharon Towle, **@ 972-205-2496, phone 972-205-2415 or emailed to: stowle@ci.garland.tx.us** Questions regarding required insurance should be directed to Robby Neill, City of Garland Risk Manager, (972)205-2481.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for the City, will provide the certificates of insurance with the above requirements to the City. **A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.**

AGREEMENT
I agree to provide the above described insurance coverages within 10 working days if selected to perform work for the City of Garland. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

City of Garland
INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Garland, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other person associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other that the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Garland Contracts. I have read the provisions agree to the terms of these provisions.

GEAR CLEANING SOLUTIONS, LLC **COMPANY NAME**	**PRESIDENT/OWNER** **TITLE**
RICK JOHNSON **SIGNATURE**	**02/28/2012** **DATE**

J:\data\purchase\sfg\train\Insur.doc revised 6-12-00;Revised 7-18-05; Revised 2/07(30 day cancellation added on WC); revised 8/07; revised 8/09(limits added)

Supplier: **Gear Cleaning Solutions**

Agreement and Information Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Gear Cleaning Soluitons, LLC**
Business Address:
2221 Manana Drive
Suite 190
Dallas, Texas 75220

Contact Name: **Rick Johnson**
Phone#: **214-774-2213**
Fax#: **214-774-2438**
Email#: **rick@gearcleaningsolutions.com**

Name(s) Title of Authorized Company Officers:
Rick Johnson, President/Owner
Tim Tomlinson, Vice President/Owner

Federal ID #: **260245090**
DUN #: **012797272**

Remit Address: If different than your physical address:
Gear Cleaning Solutions, LLC
PO Box 203047
Houston, Tx 77216-3047

Section II Historically Underutilize Businesses (HUB)

The City of Garland supports the opportunity of HUBs to be considered for all levels of purchases of goods and services through the competitive procurement process. The City of Garland accepts HUB certification from the State of Texas. The City of Garland may accept certifications from other sources on a case by case basis. Visit www.garlandpurchasing.com for further information.

HUB Owned Business Yes ☐ No ☑ Include a current copy of your HUB certification with your response.
Identify type of material, Goods, Supplies and Services your company provides. (Determines 1099 status)

A. Products/Goods:
E. Construction:
F. Professional Services:
J. Other Services:

Section III Instructions to Bidders

Electronic Bids: The City of Garland uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda

and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.
Acknowledgement of Addenda: #1 ☑ #2 ☑ #3 ☑ #4 ☑ #5 ☑

Delivery of Bids: For delivery of paper bids our physical address is:
City of Garland
200 N. Fifth Street,
Garland TX 75040
Attn: Purchasing Department Suite 203

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the city, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the city.

Fraud Policy: The City of Garland is committed to preventing Fraud, Waste and Abuse and Unethical conduct by its employees. Suppliers and potential suppliers should become familiar with City of Garland's Fraud Policy located on our website at www.ci.garalnd.tx.us, City Hall/Internal Audit/Fraud Policy. Contractors/Suppliers have a responsibility to report any known or suspected fraudulent activities, or unethical conducts by calling the City Hot Line at 972-205-2739 or writing to Fraud Hot Line P.O. Box 469002 Garland TX, 75046. All contacts will be held in strict confidence.

Deliveries: All deliveries will be F.O.B. City of Garland. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of **2 %** is offered for Payment Made Within **20** Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order. **as specified in the contract**

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of **60** Days.

Exceptions: ☑ Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the City of Garland to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. http://www.window.state.tx.us/procurement/cmbl/cmblhub.html.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☑ No ☐

Bid Bond: Is Bid Bond attached if applicable? Yes ☐ No ☑

Termination: The city at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the city. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the city as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Agreement and Information Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

W-9 Form: A W-9 form will be required from the successful bidder.

The City of Garland reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the city by item or total bid.

The City of Garland will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City.

I hereby certify that all of the information provided in sections I, II and III are true and accurate to the best of my knowledge.

Signature: **Rick Johnson** Date: **02/28/2012**

Title: **President/Owner**

Signature certifies no changes have been made to the content of this solicitation as provided by the City of Garland.

Revised 8/27/09; 9/30/09

Lion Apparel

Bid Contact **Cliff D Gallarneau**
cliffg@lionapparel.com
Ph 972-223-5570
Fax 972-223-5570

Address **1033 Eagle Court**
DeSoto, TX 75115

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
2795-12--01-01	Annual Advanced Cleaning & Inspection: Coat	**Supplier Product Code:**	**First Offer - $28.08**	700 / each	**$19,656.00**		**Y**
2795-12--01-02	Annual Advanced Cleaning & Inspection: Pants	**Supplier Product Code:**	**First Offer - $28.08**	700 / each	**$19,656.00**		**Y**
2795-12--01-03	Annual Advanced Cleaning & Inspection: Helmet	**Supplier Product Code:**	**First Offer - $5.65**	630 / each	**$3,559.50**		**Y**
2795-12--01-04	Annual Advanced Cleaning & Inspection: Hood	**Supplier Product Code:**	**First Offer - $1.60**	630 / each	**$1,008.00**		**Y**
2795-12--01-05	Annual Advanced Cleaning & Inspection: Gloves	**Supplier Product Code:**	**First Offer - $2.85**	630 / pair	**$1,795.50**		**Y**
2795-12--01-06	Annual Advanced Cleaning & Inspection: Boots	**Supplier Product Code:**	**First Offer - $4.34**	630 / pair	**$2,734.20**		**Y**
2795-12--01-07	Per Repair/Replace: Velcro by Inch	**Supplier Product Code:**	**First Offer - $0.55**	1 / each	**$0.55**		**Y**
2795-12--01-08	Per Repair/Replace: Moisture barrier patch 4x4	**Supplier Product Code:**	**First Offer - $6.40**	1 / each	**$6.40**		**Y**
2795-12--01-09	Per Repair/Replace: Moisture barrier patch 6x6	**Supplier Product Code:**	**First Offer - $14.40**	1 / each	**$14.40**		**Y**
2795-12--01-10	Per Repair/Replace: Moisture barrier patch 8x8	**Supplier Product Code:**	**First Offer - $32.40**	1 / each	**$32.40**		**Y**
2795-12--01-11	Per Repair/Replace: Moisture barrier by inch	**Supplier Product Code:**	**First Offer - $0.40**	1 / each	**$0.40**		**Y**
2795-12--01-12	Per Repair/Replace: Thermal liner patch 4x4	**Supplier Product Code:**	**First Offer - $3.36**	1 / each	**$3.36**		**Y**
2795-12--01-13	Per Repair/Replace: Thermal liner patch 6x6	**Supplier Product Code:**	**First Offer - $7.56**	1 / each	**$7.56**		**Y**
2795-12--01-14	Per	**Supplier**	**First Offer - $17.01**	1 / each	**$17.01**		**Y**

	Repair/Replace: Thermal liner patch 8x8	**Product Code:**					
2795-12--01-15	Per Repair/Replace: Thermal liner by inch	**Supplier Product Code:**		**First Offer - $0.21**	1 / each	**$0.21**	**Y**

Supplier Total **$48,491.49**

Supplier: **Lion Apparel**

GARLAND

PURCHASING

CITY OF GARLAND
STANDARD TERMS AND CONDITIONS

1. ENTIRE AGREEMENT: These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Garland's request for Bid/Proposal are applicable to Contracts/Purchase Orders issued by the City of Garland hereinafter referred to as the City or Buyer and the Seller herein after referred to as the Bidder, Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Purchasing Department and the Supplier. No Terms and Conditions contained in the Sellers Bid/Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the Contract/Purchase Order these written provisions will take precedence.

2. OFFICIAL BID NOTIFICATION: The City of Garland utilizes the following for official notifications of bid opportunities: www.bidsync.com and the Commercial Daily Record of Dallas County. These are the only forms of notification authorized by the City. The City is not responsible for receipt of notifications or information from any source other than those listed. It shall be the supplier's responsibility to verify the validity of all bid information received from any source other than the City of Garland. There will be NO COST to the Seller for using Bidsync for its Bids/Proposals.

3. FRAUD POLICY: The City of Garland is committed to preventing Fraud, Waste, Abuse and Unethical Conduct by its employees. Suppliers and potential suppliers should become familiar with the City of Garland's Fraud Policy located on our website at www.ci.garland.tx.us, City Hall/Internal Audit/fraud Policy. Suppliers have a responsibility to report any known or suspected fraudulent activities, or unethical conduct, by calling the City's Hot Line at 972-205-2739 or write to, Fraud Hot Line P.O. Box 469002 Garland TX 75046. All contacts will be held in strict confidence.

4. COUNCIL POLICY: Bidder shall comply with the requirements of City Council Policy OPNS-04 Qualifications for Doing Business with the City of Garland and OPNS-28 Business Conduct with Delinquent Account Holders and litigants attached hereto.

5. PROHIBITION AGAINST PERSON INTEREST IN CONTRACTS: No City of Garland employee shall have a direct or indirect financial interest in any contract with the city, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the city.

6. COMPETITIVE PRICING: It is the intent of the city to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the city.

7. 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 several interlocal cooperative purchasing agreements. As such, the city has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful supplier may be asked to provide products/services based upon the bid price, to any other participant.

8. RIGHT TO AUDIT: The city shall have the right to examine and audit after reasonable notice any and all books and records of Seller/Contractor that may relate to this agreement including, without limitation, the performance of Seller/Contractor, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the city's request, be made available at a location designated by the city. Seller/Contractor shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the city. Unless otherwise agreed by the parties, such records must be made available to the city within five business days. The provisions of this paragraph shall survive the termination of this agreement.

9. CORRESPONDENCE: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.

10. INDEMNITY/INSURANCE: See attached City of Garland minimum requirements, required for all on-site work on city property.

11. EASEMENT PERMISSION: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

12. CITY PROVIDED SERVICES: The contractor, or any sub-contractor or supplier shall use only city provided services in performing this contract including but not limited to: Electric (if available), Water, Sanitation and Solid Waste Services. The rate charged by the city shall be the same as charged for the same or similar services. Commercial Solid Waste rates may be obtained from City of Garland Environmental Waste Department at, 972-205-3500.

13. CONTRACTOR EQUIPMENT IDENTIFICATION: All equipment used on the project shall be clearly marked with the contractor's name and. Subcontractor equipment shall also be similarly marked.

14. DELIVERY: All goods shall be delivered F.O.B. Destination unless otherwise authorized herein. C.O.D. shipments or deliveries are not permitted.

15. SPECIFICATIONS-SAMPLES: If bidding on other than the item requested, sellers bid must identify the Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the city and if requested, may be returned at bidder's expense.

16. TIE BIDS: In the event of tie bids, preference will be given to the bidder who offers the best value to the city in accordance with State Law.

17. ERROR-QUANTITY: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

18. ACCEPTANCE: The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the city by line item or total bid.

19. OEM PARTS: All vehicle options to be OEM factory installed unless otherwise identified on this bid.

20. SUBSTITUTION: Every delivery of goods by the supplier must comply with all provisions of this order including the specifications, delivery schedule, quantity and quality. Any delivery which does not conform to the buyers requirements shall constitute a breach of contract. Seller does not have authorization to make a substitute unless it is agreed to by the buyer.

21. BID LIST REMOVAL: The city reserves the right to remove a supplier from any Bid List for: (1) continued failure to be responsive to the city, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise or (4) failure to comply with the Contract/Purchase Order requirements.

22. DELIVERY TIMES: Deliveries to the City Warehouse or other designated City Buildings or Facilities will be accepted during normal working hours, i.e. 8:00a.m. to 4:00p.m., Monday through Friday unless other arrangements have been made. Deliveries being made directly to city work sites should be coordinated with the city employee responsible for the work being performed at that site.

23. PACKAGING: Unless otherwise indicated, items will be new, not rebuilt, in first class condition, and in containers suitable for damage-free shipment.

24. WARRANTY: By accepting this order seller warrants that the goods and services to be furnished will be free from defects in materials and workmanship, be of merchantable quality and fit for ordinary use, be in full conformance with buyer's specifications, drawings and data, seller's samples or models, and express warranties, and to be fit for any buyer's particular purpose expressly or impliedly known. These warranties are in addition to all others given to the buyer by the seller or by law. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the buyer, and any such limitations or exclusions are void.

25. TERM CONTRACTS: Except as otherwise provided herein, prices must remain firm for the entire contract period, including any periods of extension or renewal. At the time of any renewal or extension of the contract, the city or the supplier may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

26. TERM CONTRACT QUANTITIES: The quantities in the request for bid are estimated requirements and the city reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder shall have no claim against the city for anticipated profits for quantities diminished or deleted.

27. TERM CONTRACT SHIPMENTS: The supplier will make shipments under this contract only when requested and only in the quantities requested. If there are minimum shipments or standard packaging requirements please note the items affected.

28. CONTRACT RENEWAL OPTIONS: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the city and the supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.

29. TAXES-EXEMPTION: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful supplier.

30. ASSIGNMENT: Seller shall not assign this order or any interest herein, including any performance or any amount which may be due or become due hereunder, without buyer's prior written consent.

31. INVOICING: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

32. INSPECTION: Goods purchased are subject to inspection and approval by buyer. Buyer reserves the right to reject or refuse acceptance of goods which are not in accordance with buyer's instructions, specifications, drawings and data, or seller's warranties (expressed or implied). Goods not accepted will be returned to seller at seller's risk and expense. Payment for any goods shall not be deemed an acceptance thereof.

33. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The city adopts Vernon's Texas Statutes and Codes Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

34. FUNDING OUT CLAUSE: This agreement may be terminated by the city without notice and without penalty or liability in the event that (1) the city lacks sufficient funds for this agreement; (2) funds for this agreement are not appropriated by the City Council of the City; and (3) funds for this agreement that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the city.

35. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the claim shall be delivered by the contractor to the city within one-hundred eighty (180) days after the date of the event giving rise to the claim, which notice shall request a written response to be delivered to the contractor not less than fourteen (14) business days after receipt of the notice of claim; (ii) if the response does not resolve the claim, in the opinion of the contractor, the contractor shall give notice to that effect to the city whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the claim; (iii) if those persons cannot or do not resolve the claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the claim.

36. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier 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 Garland not later than the 7th business day after the date the supplier or 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.garlandpurchasing.com.
By submitting a response to this request, supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

37. PERFORMANCE: If seller fails to comply with any provisions or terms of this order, the buyer, may at buyer's option, cancel this order or any other orders outstanding. In the event of cancellation buyer retains all rights and remedies it may have.

38. PATENTS: Seller agrees to indemnify and hold harmless the buyer against all costs and expenses, including attorneys fees and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which buyer or the users of buyer's products are made defendants of actual or alleged infringement of any U.S. or foreign patent resulting from the use or sale of the items purchased hereunder (except infringement necessarily resulting from adherence to buyer's specifications or drawings) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

39. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

40. VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.

41. TERMINATION: The city at any time after issuance of this agreement, by 30 days written notice, has the absolute write to terminate this agreement for cause or convenience. Cause shall be the supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the supplier shall be liable for any damages suffered by the city. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the city as of the effective date of the termination.

42. FORCE MAJEURE: To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to it's malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

43. During evaluation process City reserves the right to request a best and final offer upon completion of negotiations.

44. WORKING DAY OR DAYS: The following are legal holidays for the City of Garland:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
July 4th
Labor Day
Thanksgiving (2 days)
Christmas (2 days)
Business Hours: 8:00a.m. to 5:00p.m. Monday through Friday.

CITY COUNCIL POLICY
OPNS-04 – Qualifications for Doing Business with the City

I. **Purpose and Need for Policy**

The purpose of this policy is to foster the public's trust in the conduct of City business and to further insure the expenditures of public funds is beyond reproach.

II. **Policy**

Other than the exceptions cited below, it is the policy of the City Council to not enter into or renew a contract to purchase, sell, or lease property or services to or from any entity described in this policy.

III. **Procedure to Accomplish Policy**

A. The City of Garland shall not, except as provided herein, enter into or renew a contract to purchase, sell, or lease property or services to or from any person or entity who has been:

1) Convicted of any state or federal felony offense. Conviction includes a final probation, deferred adjudication or similar disposition.
2) Convicted or fined in excess of $50,000 on certain state or federal discrimination offenses. Discrimination charges include only those brought for discrimination against the race, sex, or religion or an individual or class of individuals.

B. Persons or entities doing business with the City include:

1) Individuals, corporations, partnerships, associations, or limited liability companies.
2) Owner or principal operators of entities referenced in paragraph B (1).
3) Principal officers of entities referenced in paragraph B (1).
4) Shareholders in corporations or limited liabilities companies if there are five or fewer shareholders.
5) Majority owned affiliates of any entity referenced in paragraph B (1).

C. This policy shall not apply when:

1) Three years have elapsed between the conviction and the approval of the contract.
2) The contract does not require City Council approval.
3) Anything of value is paid or given to informants or participants in a crime stopper program, or
4) The City Council determines this policy could cause grave injury or impose a severe financial hardship to the City of Garland by its application, and is waived by an affirmative vote of not less than six (6) Council members.

D. On bid applications that may result in a contract award by the City Council, the City shall require a representation by bidders that the bidder is not disqualified by the application of this policy.

E. After contract award, but prior to the commencement of the project or the delivery of the service or property, a determination that the bidder is in violation of this policy shall be cause for terminating the contract.

By the execution and submission of this bid, bidder acknowledges that bidder has received a copy of City Council Policy OPNS-04 and bidder represents and warrants that bidder complies with the requirements of the City Council Policy OPNS-04 and is in no manner disqualified from doing business with the City under that policy.

CITY COUNCIL POLICY

OPNS-28 -- Business Conduct with Delinquent Account Holders and Litigants

I. **Purpose and Need for Policy**

The City conducts business with its citizens and the public at-large. In so doing, there are instances where the City may be asked to conduct business with those who are delinquent in their payment(s) to the City on various accounts or who may be involved in litigation with the City. Examples of the types of delinquent accounts which can be substantial in nature are impact fees, property taxes (generally person property), utility bills, EMS fees, and damage claims to City property. A policy is needed to ensure that the City does not conduct business with those individuals.

II. **Policy**

It is the policy of the City Council to forbid any individual or business entity to conduct business with the City if such person(s) currently owe(s) the City money which is past due or delinquent on property taxes, impact fees, utility bills, Municipal Court fees, EMS fees, or damage claims to City property. Unless prohibited by law, it shall further be the policy of the City Council to forbid any individual or business entity who files meritless litigation against the City from conducting business with the City.

III. **Procedure to Accomplish Policy**

On a monthly basis, the Managing Director of Customer Services shall produce a delinquent accounts list containing the names of those businesses and/or individuals who are delinquent in paying the City for property taxes, impact fees, utility bills, EMS fees, or damage claims. Copies of the delinquent tax history shall be distributed to the City Manager's office, Purchasing, Engineering, Planning, and Building Inspection Departments. The delinquent accounts list relating to impact fees, utility bills, EMS fees, and/or damage claims shall be housed in the Customer Service Department. These lists will be available to the City Manager, Assistant City Manager's, and other departments upon request, to be checked prior to permit issuance or other conduct of business by the City with any business or individual. The City will not do business with any business or individual until the delinquent account is paid in full. The City shall not award any contracts for services and/or goods to any business, firm, and/or individual(s) who are delinquent or have demonstrated that they are not the most responsible bidder.

IV. **Responsibility and Authority**

1. The Managing Director of Customer Service shall be responsible for producing and distributing a delinquent accounts list containing names of businesses and/or individuals who are delinquent in paying their property taxes, impact fees, utility bills, EMS fees, or damage claims to the City.

2. The Purchasing Manager shall be responsible for the reporting and removal of any bids submitted by any business(es), firm(s), and/or individual(s) who are delinquent in payment(s) of their utility bills, EMS fees, property taxes, impact fees, or have damage claims to the City.

3. The City Manager is responsible to ensure that this policy is upheld and that the Council is kept abreast of its effectiveness.

By the execution and submission of this bid, bidder acknowledges that bidder has received a copy of City Council Policy OPNS-28 and bidder represents and warrants that bidder complies with the requirements of the City Council Policy OPNS-28 and is in no manner disqualified from doing business with the City under that policy.

Supplier: **Lion Apparel**

City of Garland
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS
Contractors performing work on City property or public right-of-way for the City of Garland shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Garland Risk Management office.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers' Compensation Employers' Liability	Statutory Limits $100,000 per occurrence	CITY TO BE PROVIDED A WAIVER OF SUBROGATION, AND 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.
2.	Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury - $250,000 per person, $500,000 per occurrence; Property Damage - $100,000 per occurrence -OR- Combined single limit of $600,000	CITY TO BE LISTED AS ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.
3.	Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Bodily Injury - $250,000 per person, $500,000 per occurrence; Property Damage - $100,000 per occurrence -OR- Combined single limit of $600,000	CITY TO BE LISTED AS ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.

Certificate of Liability Insurance forms may be **faxed** to Purchasing Department , attn: Sharon Towle, **@ 972-205-2495, phone 972-205-2415 or emailed to: stowle@cl.garland.tx.us** Questions regarding required insurance should be directed to Robby Nelli, City of Garland Risk Manager, (972)205-2481.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for the City, will provide the certificates of insurance with the above requirements to the City. **A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.**

AGREEMENT
I agree to provide the above described insurance coverages within 10 working days if selected to perform work for the City of Garland. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

City of Garland
INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Garland, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other person associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other that the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Garland Contracts. I have read the provisions agree to the terms of these provisions.

COMPANY NAME **TITLE**

SIGNATURE **DATE**

j:\data\purchase\sfg\train\Insur.doc revised 6-12-00;Revised 7-18-05; Revised 2/07(30 day cancellation added on WC); revised 8/07; revised 8/09(limits added)

Supplier: **Lion Apparel**

Agreement and Information Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business:
Business Address:

Contact Name:
Phone#:
Fax#:
Email#:

Name(s) Title of Authorized Company Officers:

Federal ID #:
DUN #:

Remit Address: If different than your physical address:

Section II Historically Underutilize Businesses (HUB)

The City of Garland supports the opportunity of HUBs to be considered for all levels of purchases of goods and services through the competitive procurement process. The City of Garland accepts HUB certification from the State of Texas. The City of Garland may accept certifications from other sources on a case by case basis. Visit www.garlandpurchasing.com for further information.

HUB Owned Business Yes ☐ No ☐ Include a current copy of your HUB certification with your response.
Identify type of material, Goods, Supplies and Services your company provides. (Determines 1099 status)

A. Products/Goods:
E. Construction:
F. Professional Services:
J. Other Services:

Section III Instructions to Bidders

Electronic Bids: The City of Garland uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.
Acknowledgement of Addenda: #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐

Delivery of Bids: For delivery of paper bids our physical address is:
City of Garland
200 N. Fifth Street,
Garland TX 75040

Attn: Purchasing Department Suite 203

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the city, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the city.

Fraud Policy: The City of Garland is committed to preventing Fraud, Waste and Abuse and Unethical conduct by its employees. Suppliers and potential suppliers should become familiar with City of Garland's Fraud Policy located on our website at www.ci.garalnd.tx.us, City Hall/Internal Audit/Fraud Policy. Contractors/Suppliers have a responsibility to report any known or suspected fraudulent activities, or unethical conducts by calling the City Hot Line at 972-205-2739 or writing to Fraud Hot Line P.O. Box 469002 Garland TX, 75046. All contacts will be held in strict confidence.

Deliveries: All deliveries will be F.O.B. City of Garland. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

Exceptions: ☐ Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the City of Garland to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. http://www.window.state.tx.us/procurement/cmbl/cmblhub.html.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☐ No ☐

Bid Bond: Is Bid Bond attached if applicable? Yes ☐ No ☐

Termination: The city at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the city. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the city as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Agreement and Information Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

W-9 Form: A W-9 form will be required from the successful bidder.

The City of Garland reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the city by item or total bid.

The City of Garland will award to the lowest responsible bidder or to the bidder who provides goods or services at the best

value for the City.

I hereby certify that all of the information provided in sections I, II and III are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the City of Garland.

Revised 8/27/09; 9/30/09

AGENDA ITEM #24.

FRISCO
PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

From: **Tom Johnston, Director of Administrative Services**

Date: **January 7, 2013**

Subject: **Consider and Act Upon Award of Bid #1311-016, Annual Contract for Water, Sewer & Meter Parts to HD Supply Waterworks, Fortiline Waterworks and Municipal Water Works**

Action Requested: City Council award of bid #1311-016, annual contract for water, sewer & meter parts to HD Supply Waterworks, Fortiline Waterworks and Municipal Water Works, in the total estimated annual amount of $955,016.

Background Information: Purchasing solicited bid #1311-016, annual contract for water, sewer & meter parts. Bids were received on 11/27/2012 from ACT Pipe and Supply, Ferguson Water Works, Fortiline Waterworks, HD Supply Waterworks and Municipal Water Works Supply. Staff determined that bidding and awarding these items by group would be the best method. The four groups were: Group 1 fire hydrant maintenance to HD Supply Waterworks in the estimated annual amount of $151,557; Group 2 water maintenance to Fortiline Waterworks in the estimated annual amount of $322,183; Group 3 sewer maintenance to Municipal Water Works in the estimated annual amount of $46,064; and Group 4 meter maintenance to Fortiline Waterworks in the estimated annual amount of $435,211. Quantities are estimates based on historical annual usage and all items will be purchased on an as needed basis. Purchases will not exceed available budgets.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to award at this time.

Financial Considerations: Funding is available through the Public Works Department operational budget.

Legal Review: N/A

Supporting Documents: Department memo, bid tabulation and original bid.

PUBLIC WORKS DEPARTMENT

CITY OF FRISCO

11300 RESEARCH ROAD
FRISCO, TEXAS 75034
TEL 972.292.5800 · FAX 972.335.5524
WWW.FRISCOTEXAS.GOV

Memorandum

To: **Tom Johnston, Director of Administrative Services**

From: **Kevin Grant, Public Works Operations Manager**

Date: **1/11/2013**

Re: **Bid # 1311-016 Water, Sewer, Meter Parts**

We request the award of Bid #1311-016 be placed on the next regular city council meeting agenda. Bid #1311-016 was a solicitation for Water, Sewer and Meter parts. The bid is divided into 4 different sections to ensure the best and lowest responsible bidder.

This bid consist of the parts that repair items the Water Sewer and Meter Divisions use on a daily basis to repair the water distribution and sewer collection system.

Staff recommends the award of Bid # 1311-016 to the listed venders.

Group 1 Fire hydrant Maintenance	HD Supply Waterworks	$151,557.00
Group 2 Water Maintenance	Fortiline Waterworks	$322,183.80
Group 3 Sewer Maintenance	Municipal Water Works	$ 46,064.19
Group 4 Meter Maintenance	Fortiline Waterworks	$435,211.50

FRISCO
PROGRESS IN MOTION

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

	ACT PIPE AND SUPPLY, INC. 1888 WEST NW HIGHWAY DALLAS, TX 75220 PH 972.409.9200 FAX 214.574.5272 DAVID SHAW dshaw@actpipe.com & srandall@actpipe.com	FERGUSON WATER WORKS INC 10077 W UNIVERSITY DR MCKINNEY, TX 75071 PH 972.434.2600 FAX 972.434.2612 GREGORY RAY OR DAVID GEARY gregory.ray@ferguson.com david.geary@ferguson.com	FORTILINE WATERWORKS 11200 SEAGOVILLE RD. BALCH SPRINGS, TX 75180 PH 214.660.3662 FAX 214.660.3626 DONNA SMITH donna.smith@fortiline.com	HD SUPPLY WATERWORKS 4333 IRVING BLVD. DALLAS, TX 75247 PH 214.631-9410 FAX 214.905.0768 DENNIS WOODY dennis.woody@hdsupply.com	MUNICIPAL WATER WORKS SUPPLY 6959 STATE HWY. 276 ROYSE CITY, TX 75189 PH 972.635.2722 FAX 972.635.9325 GREG FONTENOT gfontenot@waterproductsusa.com

WATER VALVE AND HYDRANTS GROUP
- ALL FIRE HYDRANTS MUST BE EQUIPPED WITH ONE 4" MAIN STEAMER & TWO 2.5" STEAMERS

ACCEPTABLE BRANDS: WATEROUS & AMERICAN DARLING

ITEM	PARTS DESCRIPTION	QUAN	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE
1.	3' FIRE HYDRANT	4	WAT	$2,100.00		$8,400.00	WAT	$1,400.31		$5,601.24	KENNEDY	$1,417.00		$5,668.00	WATEROUS	$1,447.50		$5,790.00		NO BID		#VALUE!
2.	4' FIRE HYDRANT	6	WAT	$2,100.00		$12,600.00	WAT	$1,468.52		$8,811.12	KENNEDY	$1,486.00		$8,916.00	WATEROUS	$1,515.00		$9,090.00		NO BID		#VALUE!
3.	5' FIRE HYDRANT	10	WAT	$2,100.00		$21,000.00	WAT	$1,536.73		$15,367.30	KENNEDY	$1,555.00		$15,550.00	WATEROUS	$1,585.00		$15,850.00		NO BID		#VALUE!
4.	5' VERTICIAL INLET HYDRANT	3	WAT	$2,300.00		$6,900.00	WAT	$1,672.48		$5,017.44	KENNEDY	$1,555.00		$4,665.00	WATEROUS	$1,715.00		$5,145.00		NO BID		#VALUE!
5.	6" FIRE HYDRANT EXTENSION – WATEROUS	10	WAT	$181.00		$1,810.00	WAT	$168.38		$1,683.80	HRPI	$187.20		$1,872.00	WATEROUS	$174.45		$1,744.50		$182.90		$1,829.00
	6" FIRE HYDRANT EXTENSION – AMERICAN DARLING	2	AD	$150.00		$300.00	AFC	$135.49		$270.98	HRPI	$155.20		$310.40	AMERICAN DARLING	$150.05		$300.10	HRPI	$151.64		$303.28
	6" FIRE HYDRANT EXTENSION - MUELLER	10	MUE	$220.00		$2,200.00	HYD REP	$208.42		$2,084.20	HRPI	$232.95		$2,329.50	MUELLER	$252.00		$2,520.00	HRPI	$227.59		$2,275.90
	6" FIRE HYDRANT EXTENSION – M & H	5	M&H	$187.00		$935.00	HYD REP	$270.80		$1,354.00	HRPI	$197.65		$988.25	M&H	$286.00		$1,430.00	HRPI	$193.11		$965.55
	12" FIRE HYDRANT EXTENSION – WATEROUS	5	WAT	$207.00		$1,035.00	HYD REP	$200.34		$1,001.70	HRPI	$219.20		$1,096.00	WATEROUS	$212.00		$1,060.00	HRPI	$214.00		$1,070.00
	12" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5	AD	$171.00		$855.00	HYD REP	$160.39		$801.95	HRPI	$180.80		$904.00	AMERICAN DARLING	$175.00		$875.00	HRPI	$176.65		$883.25
	12" FIRE HYDRANT EXTENSION – MUELLER	5	MUE	$260.00		$1,300.00	HYD REP	$251.61		$1,258.05	HRPI	$275.30		$1,376.50	MUELLER	$285.00		$1,425.00	HRPI	$268.00		$1,340.00
	12" FIRE HYDRANT EXTENSION – M & H	5	M&H	$213.00		$1,065.00	M&H	$316.21		$1,581.05	HRPI	$225.65		$1,128.25	M&H	$335.00		$1,675.00	HRPI	$220.00		$1,100.00
	18" FIRE HYDRANT EXTENSION – WATEROUS	5	WAT	$238.00		$1,190.00	WAT	$229.59		$1,147.95	HRPI	$251.20		$1,256.00	WATEROUS	$240.00		$1,200.00	HRPI	$245.00		$1,225.00
	18" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5	AD	$196.00		$980.00	AFC	$183.10		$915.50	HRPI	$206.40		$1,032.00	AMERICAN DARLING	$198.00		$990.00	HRPI	$201.00		$1,005.00
15.	18" FIRE HYDRANT EXTENSION – MUELLER	5	MUE	$296.00		$1,480.00	HYD REP	$285.54		$1,427.70	HRPI	$312.40		$1,562.00	MUELLER	$325.00		$1,625.00	HRPI	$305.00		$1,525.00
16.	18" FIRE HYDRANT EXTENSION – M & H	5	M&H	$245.00		$1,225.00	HYD REP	$358.88		$1,794.40	HRPI	$258.60		$1,293.00	M&H	$379.00		$1,895.00	HRPI	$252.00		$1,260.00
17.	24" FIRE HYDRANT EXTENSION – WATEROUS	5	WAT	$268.00		$1,340.00	HYD REP	$258.84		$1,294.20	HRPI	$283.20		$1,416.00	WATEROUS	$268.00		$1,340.00	HRPI	$276.00		$1,380.00
18.	24" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5	AD	$219.00		$1,095.00	HYD REP	$205.81		$1,029.05	HRPI	$232.00		$1,160.00	AMERICAN DARLING	$223.00		$1,115.00	HRPI	$226.00		$1,130.00
19.	24" FIRE HYDRANT EXTENSION – MUELLER	5	MUE	$334.00		$1,670.00	HYD REP	$322.58		$1,612.90	HRPI	$352.95		$1,764.75	MUELLER	$370.00		$1,850.00	HRPI	$344.00		$1,720.00
20.	24" FIRE HYDRANT EXTENSION – M & H	5	M&H	$272.00		$1,360.00	HYD REP	$389.85		$1,949.25	HRPI	$286.60		$1,433.00	M&H	$412.00		$2,060.00	HRPI	$279.00		$1,395.00
21.	SAFETY REPAIR KIT-M&H HYDRANT	5	M&H	$81.00		$405.00	HYD REP	$75.87		$379.35	HRPI	$83.00		$415.00	M&H	$139.00		$695.00	HRPI	$81.00		$405.00
22.	SAFETY REPAIR KIT-MUELLER HYDRANT	5	MUE	$103.00		$515.00	HYD REP	$97.55		$487.75	HRPI	$106.75		$533.75	MUELLER	$164.00		$820.00	HRPI	$104.28		$521.40
23.	SAFETY REPAIR KIT-WATEROUS HYDRANT	20	WAT	$91.00		$1,820.00	HYD REP	$85.16		$1,703.20	HRPI	$93.15		$1,863.00	WATEROUS	$99.50		$1,990.00	HRPI	$91.04		$1,820.80
24.	SAFETY REPAIR KIT – AMERICAN DARLING	2	AD	$92.00		$184.00	HYD REP	$86.33		$172.66	HRPI	$94.45		$188.90	AMERICAN DARLING	$95.00		$190.00	HRPI	$92.28		$184.56
25.	MUELLER HYDRANT MAIN VALVE GASKET	20	MUE	$50.00		$1,000.00	HYD REP	$87.22		$1,744.40	HRPI	$50.00		$1,000.00	MUELLER	$99.35		$1,987.00	HRPI	$48.38		$967.60
26.	WATEROUS HYDRANT MAIN VALVE GASKET	20	WAT	$50.00		$1,000.00	HYD REP	$32.71		$654.20	HRPI	$50.00		$1,000.00	WATEROUS	$38.75		$775.00	HRPI	$48.38		$967.60

FRISCO
PROGRESS IN MOTION

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

ACT PIPE AND SUPPLY, INC.
1888 WEST NW HIGHWAY
DALLAS, TX 75220
PH 972.409.9200
FAX 214.574.5272
DAVID SHAW
dshaw@actpipe.com &
srandall@actpipe.com

FERGUSON WATER WORKS INC
10077 W UNIVERSITY DR
MCKINNEY, TX 75071
PH 972.434.2600
FAX 972.434.2612
GREGORY RAY OR DAVID GEARY
gregory.ray@ferguson.com
david.geary@ferguson.com

FORTILINE WATERWORKS
11200 SEAGOVILLE RD.
BALCH SPRINGS, TX 75180
PH 214.660.3662
FAX 214.660.3626
DONNA SMITH
donna.smith@fortiline.com

HD SUPPLY WATERWORKS
4333 IRVING BLVD.
DALLAS, TX 75247
PH 214.631-9410
FAX 214.905.0768
DENNIS WOODY
dennis.woody@hdsupply.com

MUNICIPAL WATER WORKS SUPPLY
6959 STATE HWY. 276
ROYSE CITY, TX 75189
PH 972.635.2722
FAX 972.635.9325
GREG FONTENOT
gfontenot@waterproductsusa.com

27.	M&H HYDRANT MAIN VALVE GASKET	20	M&H	$46.00		$920.00	M&H	$40.06		$801.20	HRPI	$45.75		$915.00	M&H	$44.25		$885.00	HRPI	$44.69		$893.80
ITEM	**PARTS DESCRIPTION**	**QUAN**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**
28.	AMERICAN DARLING MAIN VALVE GASKET	2	AD	$53.00		$106.00	WAT	$27.68		$55.36	HRPI	$52.50		$105.00	AMERICAN DARLING	$68.20		$136.40	HRPI	$51.31		$102.62
29.	18"-24" CI VALVE BOX	20	STAR	$70.00		$1,400.00	SIGMA	$31.60		$632.00	STAR	$31.60		$632.00	STAR	$29.50		$590.00	SIP	$28.16		$563.20
30.	24"-36" CI VALVE BOX	20	STAR	$90.00		$1,800.00	SIGMA	$46.81		$936.20	STAR	$45.55		$911.00	STAR	$42.90		$858.00	SIP	$40.23		$804.60
31.	48"-59" CI VALVE BOX	20	STAR	$120.00		$2,400.00	SIGMA	$69.50		$1,390.00	STAR	$57.90		$1,158.00	STAR	$62.60		$1,252.00	SIP	$59.77		$1,195.40
32.	14"-CI VALVE BOX EXTENSION	20	STAR	$44.00		$880.00	SIGMA	$23.65		$473.00	STAR	$20.75		$415.00	STAR	$19.10		$382.00	SIP	$27.59		$551.80
33.	2'-CI VALVE BOX EXT	15	STAR	$50.00		$750.00	SIGMA	$27.35		$410.25	STAR	$28.40		$426.00	STAR	$27.20		$408.00	SIP	$36.79		$551.85
34.	2" VALVE BOX RISER	30	STAR	$16.00		$480.00	SIGMA	$9.47		$284.10	STAR	$10.00		$300.00	STAR	$11.60		$348.00	SIP	$10.06		$301.80
35.	4" VALVE BOX RISER	30	STAR	$22.00		$660.00	SIGMA	$18.24		$547.20	STAR	$20.00		$600.00	STAR	$21.90		$657.00	SIP	$17.82		$534.60
36.	6" VALVE BOX RISER	30	STAR	$36.00		$1,080.00	SIGMA	$26.59		$797.70	STAR	$27.50		$825.00	STAR	$30.40		$912.00	SIP	$25.27		$758.10
37.	2 1/2 " WATEROUS HOSE NOZZLE	30	WAT	$110.00		$3,300.00	WAT	$69.98		$2,099.40	HRPI	$102.85		$3,085.50	WATEROUS	$78.00		$2,340.00	HRPI	$100.46		$3,013.80
38.	4" WATEROUS STEAMER NOZZLE	15	WAT	$220.00		$3,300.00	WAT	$198.53		$2,977.95	HRPI	$291.70		$4,375.50	WATEROUS	$208.00		$3,120.00	HRPI	$285.00		$4,275.00
39.	2 1/2" MUELLER HOSE NOZZLE	15	MUE	$120.00		$1,800.00	MUE	$40.65		$609.75	HRPI	$52.50		$787.50	MUELLER	$48.00		$720.00	HRPI	$50.73		$760.95
	4" MUELLER STEAMER NOZZLE	10	MUE	$240.00		$2,400.00	MUE	$130.63		$1,306.30	HRPI	$285.00		$2,850.00	MUELLER	$149.50		$1,495.00	HRPI	$276.14		$2,761.40
	2 1/2" M&H HOSE NOZZLE	30	M&H	$81.00		$2,430.00	M&H	$75.00		$2,250.00	HRPI	$154.25		$4,627.50	M&H	$84.00		$2,520.00	HRPI	$148.87		$4,466.10
	4" M&H STEAMER NOZZLE	15	M&H	$178.00		$2,670.00	M&H	$175.51		$2,632.65	HRPI	$338.65		$5,079.75	M&H	$173.00		$2,595.00	HRPI	$327.11		$4,906.65
	WATEROUS 5-1/4 BRONZE VALVE SEAT	20	WAT	$275.00		$5,500.00	WAT	$226.73		$4,534.60	HRPI	$342.00		$6,840.00	WATEROUS	$259.00		$5,180.00	HRPI	$330.34		$6,606.80
	MUELLER 5-1/4 BRONZE VALVE SEAT	10	MUE	$275.00		$2,750.00	MUE	$152.51		$1,525.10	HRPI	$282.35		$2,823.50	MUELLER	$186.00		$1,860.00	HRPI	$272.73		$2,727.30
	ALL VALVES ARE REQUIRED TO HAVE A NON-RISING BRASS STEM, RESILIENT WEDGE, OPEN COUNTER CLOCKWISE FUSION EPOXY COATING																					
	ACCEPTABLE BRANDS: MEULLER, M&H, WATEROUS																					
	2" IP GATE VALVE (SQ. NUT)	6	M&H	$195.00		$1,170.00	AFC	$196.91		$1,181.46	M&H	$185.95		$1,115.70	WATEROUS OR MUELLER	$220.00		$1,320.00		NO BID		
46.	6" MJ GATE VALVE	12	M&H	$406.00		$4,872.00	AFC	$412.01		$4,944.12	M&H	$388.80		$4,665.60	WATEROUS OR MUELLER	$449.00		$5,388.00		NO BID		
47.	6" MJ X FL GATE VALVE	1	M&H	$406.00		$406.00	AFC	$412.01		$412.01	M&H	$388.80		$388.80	WATEROUS OR MUELLER	$449.00		$449.00		NO BID		
48.	8" MJ GATE VALVE	6	M&H	$647.00		$3,882.00	AFC	$655.79		$3,934.74	M&H	$619.30		$3,715.80	WATEROUS OR MUELLER	$710.00		$4,260.00		NO BID		
49.	12" MJ GATE VALVE	2	M&H	$1,267.00		$2,534.00	AFC	$1,293.93		$2,587.86	M&H	$1,221.90		$2,443.80	WATEROUS OR MUELLER	$1,383.00		$2,766.00		NO BID		
50.	16" MJ Gate Valve	2	M&H	$4,274.00		$8,548.00	AFC	$433.36		$866.72	M&H	$4,095.85		$8,191.70	WATEROUS OR MUELLER	$4,603.00		$9,206.00		NO BID		
51.	18" MJ Gate Valve	2	M&H	$7,140.00		$14,280.00	AFC	$7,099.51		$14,199.02	M&H	$6,704.20		$13,408.40	WATEROUS OR MUELLER	$7,430.00		$14,860.00		NO BID		
52.	20" MJ Gate Valve	1	M&H	$8,520.00		$8,520.00	AFC	$8,517.58		$8,517.58	M&H	$8,051.60		$8,051.60	WATEROUS OR MUELLER	$8,924.00		$8,924.00		NO BID		
53.	24" MJ Gate Valve	1	M&H	$13,480.00		$13,480.00	AFC	$12,111.05		$12,111.05	M&H	$11,448.50		$11,448.50	WATEROUS OR MUELLER	$12,689.00		$12,689.00		NO BID		
	WATER VALVE AND HYDRANTS SUBTOTAL:					**$165,982.00**				**$134,162.66**				**$150,907.45**				**$151,557.00**				**$61,049.71**

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

	ACT PIPE AND SUPPLY, INC. 1888 WEST NW HIGHWAY DALLAS, TX 75220 PH 972.409.9200 FAX 214.574.5272 DAVID SHAW dshaw@actpipe.com & srandall@actpipe.com	FERGUSON WATER WORKS INC 10077 W UNIVERSITY DR MCKINNEY, TX 75071 PH 972.434.2600 FAX 972.434.2612 GREGORY RAY OR DAVID GEARY gregory.ray@ferguson.com david.geary@ferguson.com	FORTILINE WATERWORKS 11200 SEAGOVILLE RD. BALCH SPRINGS, TX 75180 PH 214.660.3662 FAX 214.660.3626 DONNA SMITH donna.smith@fortiline.com	HD SUPPLY WATERWORKS 4333 IRVING BLVD. DALLAS, TX 75247 PH 214.631-9410 FAX 214.905.0768 DENNIS WOODY dennis.woody@hdsupply.com	MUNICIPAL WATER WORKS SUPPLY 6959 STATE HWY. 276 ROYSE CITY, TX 75189 PH 972.635.2722 FAX 972.635.9325 GREG FONTENOT gfontenot@waterproductsusa.com

WATER MAINTENANCE GROUP

	TAPPING SADDLES **ALL TAPPING SADDLES MUST BE DOUBLE BAND EXCEPT FOR LINE ITEM #'S 54 & 55 – BRASS HINGED BOLT TYPE FOR STANDARD PVC** **BRASS C.C. OR I.P.** **ACCEPTABLE BRANDS:** **FORD, MCDONALD, CAMBRIDGE**																		
54.	2x3/4 BRONZE TAPPING SADDLE/BRASS HINGED BOLT TYPE FOR STANDARD PVC	10	FORD	$14.00	$140.00	AY	$15.39	$153.90	FORD	$13.95	$139.50	FORD	$14.40	$144.00	FORD	$13.82	$138.20		
55.	2X1 BRONZE TAPPING SADDLE/BRASS HINGED BOLT TYPE FOR STANDARD PVC	6	FORD	$14.00	$84.00	AY	$15.39	$92.34	FORD	$13.95	$83.70	FORD	$14.40	$86.40	FORD	$13.82	$82.92		
	4X3/4 BRONZE TAPPING SADDLE	1	FORD	$62.50	$62.50	AY	$62.80	$62.80	FORD	$61.80	$61.80	FORD	$63.00	$63.00	FORD	$61.18	$61.18		
	4X1 BRONZE TAPPING SADDLE	1	FORD	$62.50	$62.50	AY	$62.86	$62.86	FORD	$61.80	$61.80	FORD	$63.00	$63.00	FORD	$61.18	$61.18		
	4X2 BRONZE TAPPING SADDLE	1	FORD	$80.00	$80.00	AY	$79.72	$79.72	FORD	$78.50	$78.50	FORD	$80.00	$80.00	FORD	$77.66	$77.66		
	6X3/4 BRONZE TAPPING SADDLE	12	FORD	$73.50	$882.00	AY	$73.96	$887.52	FORD	$72.80	$873.60	FORD	$73.00	$876.00	FORD	$72.06	$864.72		
	6X1 BRONZE TAPPING SADDLE	12	FORD	$73.50	$882.00	AY	$73.96	$887.52	FORD	$72.80	$873.60	FORD	$73.00	$876.00	FORD	$72.06	$864.72		
	6X1-1/2 BRONZE TAPPING SADDLE	12	FORD	$84.00	$1,008.00	AY	$84.56	$1,014.72	FORD	$83.25	$999.00	FORD	$84.00	$1,008.00	FORD	$82.38	$988.56		
	6X2 BRONZE TAPPING SADDLE	12	FORD	$92.50	$1,110.00	AY	$92.90	$1,114.80	FORD	$91.45	$1,097.40	FORD	$93.40	$1,120.80	FORD	$90.52	$1,086.24		
	8X3/4 BRONZE TAPPING SADDLE	24	FORD	$91.00	$2,184.00	AY	$91.53	$2,196.72	FORD	$90.10	$2,162.40	FORD	$92.00	$2,208.00	FORD	$89.18	$2,140.32		
	8X1 BRONZE TAPPING SADDLE	24	FORD	$91.00	$2,184.00	AY	$91.53	$2,196.72	FORD	$90.10	$2,162.40	FORD	$92.00	$2,208.00	FORD	$89.18	$2,140.32		
	8X1-1/2 BRONZE TAPPING SADDLE	24	FORD	$96.00	$2,304.00	AY	$96.36	$2,312.64	FORD	$94.90	$2,277.60	FORD	$96.77	$2,322.48	FORD	$93.89	$2,253.36		
	8X2 BRONZE TAPPING SADDLE	24	FORD	$104.00	$2,496.00	AY	$104.91	$2,517.84	FORD	$103.30	$2,479.20	FORD	$104.14	$2,499.36	FORD	$102.21	$2,453.04		
	12X3/4 BRONZE TAPPING SADDLE	24	FORD	$132.00	$3,168.00	AY	$153.47	$3,683.28	FORD	$130.65	$3,135.60	FORD	$132.00	$3,168.00	FORD	$129.29	$3,102.96		
	12X1 BRONZE TAPPING SADDLE	24	FORD	$132.00	$3,168.00	AY	$153.47	$3,683.28	FORD	$130.65	$3,135.60	FORD	$132.00	$3,168.00	FORD	$129.29	$3,102.96		
	12X1-1/2 BRONZE TAPPING SADDLE	24	FORD	$149.00	$3,576.00	AY	$173.09	$4,154.16	FORD	$147.35	$3,536.40	FORD	$149.00	$3,576.00	FORD	$145.83	$3,499.92		
	12X2 BRONZE TAPPING SADDLE	24	FORD	$151.50	$3,636.00	AY	$176.21	$4,229.04	FORD	$150.00	$3,600.00	FORD	$152.00	$3,648.00	FORD	$148.46	$3,563.04		
	16"X3/4" DOUBLE STRAP BRASS TAPPING SADDLE	12	FORD	$305.00	$3,660.00	AY	$325.00	$3,900.00	FORD	$319.90	$3,838.80	FORD	$323.00	$3,876.00	FORD	$316.61	$3,799.32		
72.	16"X1" DOUBLE STRAP BRASS TAPPING SADDLE	12	FORD	$323.00	$3,876.00	AY	$325.00	$3,900.00	FORD	$319.80	$3,837.60	FORD	$323.00	$3,876.00	FORD	$316.61	$3,799.32		
73.	16"X1 1/2" DOUBLE STRAP BRASS TAPPING SADDLE	12	FORD	$323.00	$3,876.00	AY	$344.86	$4,138.32	FORD	$339.45	$4,073.40	FORD	$343.00	$4,116.00	FORD	$335.95	$4,031.40		
74.	16"X2" DOUBLE STRAP BRASS TAPPING SADDLE	12	FORD	$305.00	$3,660.00	AY	$381.09	$4,573.08	FORD	$375.10	$4,501.20	FORD	$379.00	$4,548.00	FORD	$371.24	$4,454.88		
75.	20"X3/4" DOUBLE STRAP BRASS TAPPING SADDLE	4	FORD	$463.00	$1,852.00	AY	$455.15	$1,820.60	FORD	$457.80	$1,831.20	FORD	$463.00	$1,852.00	FORD	$466.76	$1,867.04		
76.	20"X1" DOUBLE STRAP BRASS TAPPING SADDLE	4	FORD	$463.00	$1,852.00	AY	$455.15	$1,820.60	FORD	$457.80	$1,831.20	FORD	$463.00	$1,852.00	FORD	$466.76	$1,867.04		
77.	20"X11/2" DOUBLE STRAP BRASS TAPPING SADDLE	4	FORD	$463.00	$1,852.00	AY	$450.50	$1,802.00	FORD	$457.80	$1,831.20	FORD	$463.00	$1,852.00	FORD	$466.76	$1,867.04		
78.	20"X2" DOUBLE STRAP BRASS TAPPING SADDLE	4	FORD	$463.00	$1,852.00	AY	$455.15	$1,820.60	FORD	$457.80	$1,831.20	FORD	$463.00	$1,852.00	FORD	$466.76	$1,867.04		
	ALL FITTINGS HAVE MINIMUM WORKING P.S.I. 250																		
79.	6" MJ 90	2	TYLER	$61.00	$122.00	TYLER	$46.17	$92.34	STAR	$44.65	$89.30	STAR	$48.00	$96.00	SIP	$51.00	$102.00		
80.	6" MJ 45	2	TYLER	$50.00	$100.00	TYLER	$37.57	$75.14	STAR	$36.35	$72.70	STAR	$39.00	$78.00	SIP	$41.50	$83.00		
81.	6" MJ 22-1/2	2	TYLER	$46.00	$92.00	TYLER	$34.22	$68.44	STAR	$33.25	$66.50	STAR	$36.00	$72.00	SIP	$38.00	$76.00		
82.	6" MJ 11-1/4	2	TYLER	$46.00	$92.00	TYLER	$35.57	$71.14	STAR	$34.55	$69.10	STAR	$37.00	$74.00	SIP	$39.50	$79.00		
83.	6X24 ANCHOR COUPLING	10	TYLER	$151.00	$1,510.00	TYLER	$114.06	$1,140.60	STAR	$110.25	$1,102.50	STAR	$119.00	$1,190.00	SIP	$126.00	$1,260.00		
84.	ANCHOR 90	10	TYLER	$120.00	$1,200.00	TYLER	$89.62	$896.20	STAR	$91.00	$910.00	STAR	$93.00	$930.00	SIP	$99.87	$998.70		
85.	8" MJ90	2	TYLER	$90.00	$180.00	TYLER	$67.75	$135.50	STAR	$65.65	$131.30	STAR	$71.00	$142.00	SIP	$75.00	$150.00		

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AGENDA ITEM #24.

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

ACT PIPE AND SUPPLY, INC.
1888 WEST NW HIGHWAY
DALLAS, TX 75220
PH 972.409.9200
FAX 214.574.5272
DAVID SHAW
dshaw@actpipe.com &
srandall@actpipe.com

FERGUSON WATER WORKS INC
10077 W UNIVERSITY DR
MCKINNEY, TX 75071
PH 972.434.2600
FAX 972.434.2612
GREGORY RAY OR DAVID GEARY
gregory.ray@ferguson.com
david.geary@ferguson.com

FORTILINE WATERWORKS
11200 SEAGOVILLE RD.
BALCH SPRINGS, TX 75180
PH 214.660.3662
FAX 214.660.3626
DONNA SMITH
donna.smith@fortiline.com

HD SUPPLY WATERWORKS
4333 IRVING BLVD.
DALLAS, TX 75247
PH 214.631-9410
FAX 214.905.0768
DENNIS WOODY
dennis.woody@hdsupply.com

MUNICIPAL WATER WORKS SUPPLY
6959 STATE HWY. 276
ROYSE CITY, TX 75189
PH 972.635.2722
FAX 972.635.9325
GREG FONTENOT
gfontenot@waterproductsusa.com

ITEM	PARTS DESCRIPTION	QUAN	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE
86.	8” MJ45	2	TYLER	$73.00		$146.00	TYLER	$54.66		$109.32	STAR	$52.95		$105.90	STAR	$57.00		$114.00	SIP	$60.50		$121.00
87.	8”MJ 22-1/2	2	TYLER	$71.00		$142.00	TYLER	$53.13		$106.26	STAR	$51.65		$103.30	STAR	$56.00		$112.00	SIP	$59.00		$118.00
88.	8” MJ 11-1/4	2	TYLER	$71.00		$142.00	TYLER	$48.63		$97.26	STAR	$47.25		$94.50	STAR	$51.00		$102.00	SIP	$54.00		$108.00
89.	12” MJ 90	2	TYLER	$192.00		$384.00	TYLER	$144.54		$289.08	STAR	$140.00		$280.00	STAR	$151.00		$302.00	SIP	$160.00		$320.00
90.	12” MJ 45	2	TYLER	$159.00		$318.00	TYLER	$119.70		$239.40	STAR	$115.95		$231.90	STAR	$125.00		$250.00	SIP	$132.50		$265.00
91.	6” DI GLAND KIT	48	TYLER	$18.00		$864.00	SIGMA	$14.84		$712.32	STAR	$13.50		$648.00	STAR	$14.50		$696.00	SIP	$15.00		$720.00
92.	8” DI GLAND KIT	48	TYLER	$20.00		$960.00	SIGMA	$17.03		$817.44	STAR	$15.25		$732.00	STAR	$16.50		$792.00	SIP	$17.00		$816.00
93.	12” DI GLAND KIT	48	TYLER	$30.00		$1,440.00	SIGMA	$25.22		$1,210.56	STAR	$22.85		$1,096.80	STAR	$24.50		$1,176.00	SIP	$25.50		$1,224.00
94.	16” DI GLAND KIT	18	TYLER	$50.00		$900.00	SIGMA	$41.54		$747.72	STAR	$37.65		$677.70	STAR	$41.00		$738.00	SIP	$91.31		$1,643.58
95.	18” DI GLAND KIT	18	TYLER	$68.00		$1,224.00	SIGMA	$55.86		$1,005.48	STAR	$50.65		$911.70	STAR	$55.00		$990.00	SIP	$56.50		$1,017.00
96.	20” DI GLAND KIT	12	TYLER	$94.00		$1,128.00	SIGMA	$77.64		$931.68	STAR	$70.35		$844.20	STAR	$76.00		$912.00	SIP	$78.50		$942.00
97.	24” DI GLAND KIT	12	TYLER	$132.00		$1,584.00	SIGMA	$108.79		$1,305.48	STAR	$98.55		$1,182.60	STAR	$105.00		$1,260.00	SIP	$110.00		$1,320.00
98.	30” DI GLAND KIT	6	TYLER	$236.00		$1,416.00	SIGMA	$194.34		$1,166.04	STAR	$176.05		$1,056.30	STAR	$188.00		$1,128.00	SIP	$196.50		$1,179.00
99.	36” DI GLAND KIT	6	TYLER	$322.00		$1,932.00	SIGMA	$283.85		$1,703.10	STAR	$257.10		$1,542.60	STAR	$270.00		$1,620.00	SIP	$287.00		$1,722.00
100.	42” DI GLAND KIT	6	TYLER	$555.00		$3,330.00	SIGMA	$488.08		$2,928.48	STAR	$442.10		$2,652.60	STAR	$467.00		$2,802.00	SIP	$493.50		$2,961.00
1	6” DI RETAINER GLAND KIT	48	FORD	$43.00		$2,064.00	SIGMA	$27.85		$1,336.80		$27.05		$1,298.40	STAR	$40.00		$1,920.00	SIP	$42.50		$2,040.00
1	8” DI RETAINER GLAND KIT	48	FORD	$55.00		$2,640.00	SIGMA	$37.82		$1,815.36		$37.30		$1,790.40	STAR	$40.25		$1,932.00	SIP	$43.00		$2,064.00
1	12” DI RETAINER GLAND KIT	24	FORD	$100.00		$2,400.00	SIGMA	$72.51		$1,740.24		$73.00		$1,752.00	STAR	$87.00		$2,088.00	SIP	$93.50		$2,244.00
1	16” DI RETAINER GLAND KIT	12	FORD	$162.00		$1,944.00	SIGMA	$125.14		$1,501.68		$121.70		$1,460.40	STAR	$130.00		$1,560.00	SIP	$138.50		$1,662.00
1	18” DI RETAINER GLAND KIT	8	FORD	$218.00		$1,744.00	SIGMA	$169.13		$1,353.04		$167.00		$1,336.00	STAR	$161.00		$1,288.00	SIP	$174.00		$1,392.00
1	20” DI RETAINER GLAND KIT	8	FORD	$266.00		$2,128.00	SIGMA	$206.58		$1,652.64		$207.50		$1,660.00	STAR	$155.00		$1,240.00	SIP	$168.00		$1,344.00
1	24” DI RETAINER GLAND KIT	8	FORD	$360.00		$2,880.00	SIGMA	$279.77		$2,238.16		$238.70		$1,909.60	STAR	$250.00		$2,000.00	SIP	$200.00		$1,600.00
1	30” DI RETAINER GLAND KIT	8	FORD	$826.00		$6,608.00	SIGMA	$634.58		$5,076.64		$597.10		$4,776.80	STAR	$566.00		$4,528.00	SIP	$664.32		$5,314.56
109.	36” DI RETAINER GLAND KIT	8	FORD	$988.00		$7,904.00	SIGMA	$805.73		$6,445.84		$757.70		$6,061.60	STAR	$653.00		$5,224.00	SIP	$1,196.00		$9,568.00
110.	42” DI RETAINER GLAND KIT	8	EBAA	$1,515.00		$12,120.00	SIGMA	$1,235.64		$9,885.12		$1,265.25		$10,122.00	STAR	$1,350.00		$10,800.00	SIP	$1,834.16		$14,673.28
111.	6” MJ PLUG	4	TYLER	$31.00		$124.00	TYLER	$23.09		$92.36	STAR	$23.65		$94.60	STAR	$26.00		$104.00	SIP	$25.50		$102.00
112.	6” MJ CAP	4	TYLER	$25.00		$100.00	TYLER	$18.56		$74.24	STAR	$17.95		$71.80	STAR	$19.50		$78.00	SIP	$20.25		$81.00
113.	8” MJ PLUG	4	TYLER	$46.00		$184.00	TYLER	$34.85		$139.40	STAR	$35.45		$141.80	STAR	$38.00		$152.00	SIP	$35.16		$140.64
114.	8” MJ CAP	4	TYLER	$40.00		$160.00	TYLER	$30.33		$121.32	STAR	$29.35		$117.40	STAR	$31.50		$126.00	SIP	$30.59		$122.36
115.	12” MJ PLUG	2	TYLER	$85.00		$170.00	TYLER	$63.82		$127.64	STAR	$61.70		$123.40	STAR	$66.00		$132.00	SIP	$70.50		$141.00
116.	12” MJ CAP	2	TYLER	$77.00		$154.00	TYLER	$57.94		$115.88	STAR	$56.00		$112.00	STAR	$60.00		$120.00	SIP	$64.00		$128.00
117.	6” MJ TEE	2	TYLER	$89.00		$178.00	TYLER	$67.44		$134.88	STAR	$65.20		$130.40	STAR	$70.00		$140.00	SIP	$74.50		$149.00
118.	8” MJ TEE	2	TYLER	$134.00		$268.00	TYLER	$102.58		$205.16	STAR	$97.60		$195.20	STAR	$103.00		$206.00	SIP	$111.50		$223.00
119.	12” MJ TEE	2	TYLER	$268.00		$536.00	TYLER	$201.88		$403.76	STAR	$195.15		$390.30	STAR	$206.00		$412.00	SIP	$223.00		$446.00
120.	6” 2 BOLT HY MAX DRESSER COUPLING	24	HYMAX	$198.00		$4,752.00	TPS	$174.10		$4,178.40	TPS	$172.30		$4,135.20	SMITH BLAIR	$173.00		$4,152.00	SIP	$185.66		$4,455.84

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

			ACT PIPE AND SUPPLY, INC. 1888 WEST NW HIGHWAY DALLAS, TX 75220 PH 972.409.9200 FAX 214.574.5272 DAVID SHAW dshaw@actpipe.com & srandall@actpipe.com			FERGUSON WATER WORKS INC 10077 W UNIVERSITY DR MCKINNEY, TX 75071 PH 972.434.2600 FAX 972.434.2612 GREGORY RAY OR DAVID GEARY gregory.ray@ferguson.com david.geary@ferguson.com			FORTILINE WATERWORKS 11200 SEAGOVILLE RD. BALCH SPRINGS, TX 75180 PH 214.660.3662 FAX 214.660.3626 DONNA SMITH donna.smith@fortiline.com			HD SUPPLY WATERWORKS 4333 IRVING BLVD. DALLAS, TX 75247 PH 214.631-9410 FAX 214.905.0768 DENNIS WOODY dennis.woody@hdsupply.com			MUNICIPAL WATER WORKS SUPPLY 6959 STATE HWY. 276 ROYSE CITY, TX 75189 PH 972.635.2722 FAX 972.635.9325 GREG FONTENOT gfontenot@waterproductsusa.com		
121.	8” 2 BOLT HY MAX DRESSER COUPLING	24	HYMAX	$223.00		$5,352.00	TPS	$196.56		$4,717.44	TPS	$194.55		$4,669.20	SMITH BLAIR	$196.00		$4,704.00	SB	$201.12		$4,826.88
122.	6X12 DI SLEEVE	24	TYLER	$55.00		$1,320.00	TYLER	$41.64		$999.36	STAR	$40.25		$966.00	STAR	$43.50		$1,044.00	SB	$46.00		$1,104.00
123.	8X12 DI SLEEVE	24	TYLER	$91.00		$2,184.00	TYLER	$68.06		$1,633.44	STAR	$66.10		$1,586.40	STAR	$70.50		$1,692.00	SIP	$75.50		$1,812.00
124.	12X12 DI SLEEVE	24	TYLER	$146.00		$3,504.00	TYLER	$109.98		$2,639.52	STAR	$106.75		$2,562.00	STAR	$114.00		$2,736.00	SIP	$122.00		$2,928.00
125.	16” DI SLEEVE	4	TYLER	$281.00		$1,124.00	TYLER	$209.63		$838.52	STAR	$204.75		$819.00	STAR	$220.00		$880.00	SIP	$234.00		$936.00
126.	18” DI SLEEVE	4	TYLER	$259.00		$1,036.00	TYLER	$268.30		$1,073.20	STAR	$262.10		$1,048.40	STAR	$280.00		$1,120.00	SIP	$299.50		$1,198.00
127.	20” DI SLEEVE	4	TYLER	$434.00		$1,736.00	TYLER	$323.85		$1,295.40	STAR	$316.35		$1,265.40	STAR	$334.00		$1,336.00	SIP	$361.50		$1,446.00
128.	24” DI SLEEVE	4	TYLER	$572.00		$2,288.00	TYLER	$426.87		$1,707.48	STAR	$416.95		$1,667.80	STAR	$441.00		$1,764.00	SIP	$476.50		$1,906.00
129.	30” DI SLEEVE	4	TYLER	$1,198.00		$4,792.00	TYLER	$894.04		$3,576.16	STAR	$873.25		$3,493.00	STAR	$920.00		$3,680.00	SIP	$998.00		$3,992.00
1	36” DI SLEEVE	4	TYLER	$1,500.00		$6,000.00	TYLER	$1,197.92		$4,791.68	STAR	$1,288.50		$5,154.00	STAR	$1,350.00		$5,400.00	SIP	$1,340.00		$5,360.00
1	42” DI SLEEVE	4	TYLER	$2,062.00		$8,248.00	TYLER	$1,640.69		$6,562.76	STAR	$1,640.65		$6,562.60	STAR	$1,720.00		$6,880.00	ANDERSON	$1,841.00		$7,364.00
1	¾” BRASS TEE / NO LEAD	8	MERIT	$5.50		$44.00	MERIT	$4.22		$33.76	MERIT	$5.55		$44.40	MERIT	$5.22		$41.76	ANDERSON	$5.35		$42.80
1	1” BRASS TEE / NO LEAD	8	MERIT	$9.50		$76.00	MERIT	$7.49		$59.92	MERIT	$9.80		$78.40	MERIT	$9.26		$74.08	ANDERSON	$9.52		$76.16
1	1-1/2” BRASS TEE / NO LEAD	8	MERIT	$18.50		$148.00	MERIT	$14.46		$115.68	MERIT	$19.10		$152.80	MERIT	$17.87		$142.96	ANDERSON	$18.38		$147.04
1	2” BRASS TEE / NO LEAD	8	MERIT	$30.00		$240.00	MERIT	$23.69		$189.52	MERIT	$31.25		$250.00	MERIT	$29.29		$234.32	ANDERSON	$30.03		$240.24
1	2” X ALL BRASS NIPPLE / NO LEAD	20	MERIT	$8.80		$176.00	MERIT	$6.95		$139.00	MERIT	$8.25		$165.00	MERIT	$7.65		$153.00	ANDERSON	$7.70		$154.00
I	**PARTS DESCRIPTION**	**QUAN**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**
137.	1X4 BRASS NIPPLE / NO LEAD	20	MERIT	$6.40		$128.00	MERIT	$4.97		$99.40	MERIT	$5.95		$119.00	MERIT	$5.52		$110.40	ANDERSON	$5.56		$111.20
138.	1X6 BRASS NIPPLE / NO LEAD	20	MERIT	$9.30		$186.00	MERIT	$7.31		$146.20	MERIT	$8.80		$176.00	MERIT	$8.14		$162.80	ANDERSON	$8.19		$163.80
139.	2X4 BRASS NIPPLE / NO LEAD	20	MERIT	$14.30		$286.00	MERIT	$11.21		$224.20	MERIT	$13.50		$270.00	MERIT	$12.47		$249.40	ANDERSON	$12.55		$251.00
140.	2X6 BRASS NIPPLE / NO LEAD	20	MERIT	$21.00		$420.00	MERIT	$16.54		$330.80	MERIT	$20.40		$408.00	MERIT	$18.41		$368.20	ANDERSON	$18.54		$370.80
141.	¾ ALL BRASS NIPPLE / NO LEAD	20	MERIT	$2.00		$40.00	MERIT	$1.56		$31.20	MERIT	$1.90		$38.00	MERIT	$1.74		$34.80	ANDERSON	$1.75		$35.00
142.	¾X4 BRASS NIPPLE / NO LEAD	20	MERIT	$4.40		$88.00	MERIT	$3.43		$68.60	MERIT	$4.15		$83.00	MERIT	$3.81		$111.40	ANDERSON	$3.84		$76.80
143.	¾X6 BRASS NIPPLE / NO LEAD	20	MERIT	$6.40		$128.00	MERIT	$5.01		$100.20	MERIT	$6.05		$121.00	MERIT	$5.57		$51.20	ANDERSON	$5.62		$112.40
144.	1 X ALL BRASS NIPPLE / NO LEAD	20	MERIT	$3.00		$60.00	MERIT	$2.30		$46.00	MERIT	$2.75		$55.00	MERIT	$2.56		$100.40	ANDERSON	$2.58		$51.60
145.	1-1/2 ALL BRASS NIPPLE / NO LEAD	20	MERIT	$5.80		$116.00	MERIT	$4.51		$90.20	MERIT	$5.45		$109.00	MERIT	$5.02		$100.40	ANDERSON	$5.06		$101.20
146.	1-1/2X4 BRASS NIPPLE / NO LEAD	20	MERIT	$11.20		$224.00	MERIT	$8.71		$174.20	MERIT	$10.50		$210.00	MERIT	$9.69		$193.80	ANDERSON	$9.76		$195.20
147.	1-1/2X6 BRASS NIPPLE / NO LEAD	20	MERIT	$16.50		$330.00	MERIT	$12.87		$257.40	MERIT	$15.50		$310.00	MERIT	$14.32		$286.40	ANDERSON	$14.42		$288.40
148.	1” COMP X MIP ADAPTER / NO LEAD/GRIP JOINT NUT	20	FORD	$13.00		$260.00	AY	$12.14		$242.80	FORD	$12.50		$250.00	FORD	$12.75		$255.00	FORD	$12.36		$247.20

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

ACT PIPE AND SUPPLY, INC.
1888 WEST NW HIGHWAY
DALLAS, TX 75220
PH 972.409.9200
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GREG FONTENOT
gfontenot@waterproductsusa.com

	PARTS DESCRIPTION	QUAN	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE
149.	1” COMP X FIP ADAPTER / NO LEAD/GRIP JOINT NUT	50	FORD	$15.00		$750.00	AY	$14.62		$731.00	FORD	$15.05		$752.50	FORD	$15.25		$762.50	FORD	$14.90		$745.00
150.	1” COMP X COMP 90 / NO LEAD/GRIP JOINT NUT	4	FORD	$21.50		$86.00	AY	$20.63		$82.52	FORD	$21.30		$85.20	FORD	$21.50		$86.00	FORD	$21.10		$84.40
151.	2” COMP X MIP ADAPTER / NO LEAD/GRIP JOINT NUT	20	FORD	$50.00		$1,000.00	AY	$48.15		$963.00	FORD	$49.85		$997.00	FORD	$50.85		$1,017.00	FORD	$49.32		$986.40
152.	2” COMP X FIP ADAPTER / NO LEAD/GRIP JOINT NUT	50	FORD	$52.50		$2,625.00	AY	$50.32		$2,516.00	FORD	$52.10		$2,605.00	FORD	$53.00		$2,650.00	FORD	$51.56		$2,578.00
153.	¾” COMP X COMP COUPLING / NO LEAD/GRIP JOINT NUT	50	FORD	$13.00		$650.00	AY	$12.40		$620.00	FORD	$12.85		$642.50	FORD	$13.35		$667.50	FORD	$12.72		$636.00
154.	¾” COMP X MIP ADAPTER / NO LEAD/GRIP JOINT NUT	25	FORD	$11.00		$275.00	AY	$10.19		$254.75	FORD	$10.55		$263.75	FORD	$10.75		$268.75	FORD	$10.44		$261.00
155.	COMP X FIP ADAPTER / NO LEAD/GRIP JOINT NUT	50	FORD	$11.00		$550.00	AY	$14.53		$726.50	FORD	$11.10		$555.00	FORD	$11.64		$582.00	FORD	$10.97		$548.50
156.	1” COMP X COMP COUPLING / NO LEAD/GRIP JOINT NUT	50	FORD	$13.00		$650.00	AY	$14.19		$709.50	FORD	$14.70		$735.00	FORD	$15.10		$755.00	FORD	$14.54		$727.00
157.	1-1/2” COMP X COMP COUPLING / NO LEAD/GRIP JOINT NUT	50	FORD	$50.00		$2,500.00	AY	$47.47		$2,373.50	FORD	$49.15		$2,457.50	FORD	$50.18		$2,509.00	FORD	$48.64		$2,432.00
1	1-1/2” COMP X MIP ADAPTER / NO LEAD/GRIP JOINT NUT	50	FORD	$34.50		$1,725.00	AY	$33.05		$1,652.50	FORD	$34.20		$1,710.00	FORD	$34.83		$1,741.50	FORD	$33.85		$1,692.50
1	1-1/2” COMP X FIP ADAPTER / NO LEAD/GRIP JOINT NUT	50	FORD	$44.00		$2,200.00	AY	$42.27		$2,113.50	FORD	$43.75		$2,187.50	FORD	$45.00		$2,250.00	FORD	$43.30		$2,165.00
1	2” COMP X COMP COUPLING / NO LEAD/GRIP JOINT NUT	50	FORD	$67.00		$3,350.00	AY	$64.10		$3,205.00	FORD	$66.35		$3,317.50	FORD	$66.70		$3,335.00	FORD	$65.66		$3,283.00
1	¾” BRASS COUPLING / NO LEAD	4	MERIT	$3.60		$14.40	MERIT	$2.79		$11.16	MERIT	$3.65		$14.60	MERIT	$3.43		$13.72	ANDERSON	$3.54		$14.16
1	1” BRASS COUPLING / NO LEAD	4	MERIT	$5.50		$22.00	MERIT	$4.24		$16.96	MERIT	$5.55		$22.20	MERIT	$5.22		$20.88	ANDERSON	$5.35		$21.40
1	1-1/2” BRASS COUPLING / NO LEAD	4	MERIT	$11.50		$46.00	MERIT	$9.00		$36.00	MERIT	$11.80		$47.20	MERIT	$11.07		$44.28	ANDERSON	$11.36		$45.44
1	2” BRASS COUPLING / NO LEAD	20	MERIT	$19.00		$380.00	MERIT	$14.81		$296.20	MERIT	$19.45		$389.00	MERIT	$18.22		$364.40	ANDERSON	$18.70		$374.00
1	¾ X ½ BRASS BUSHING / NO LEAD	2	MERIT	$2.40		$4.80	MERIT	$1.85		$3.70	MERIT	$2.40		$4.80	MERIT	$2.27		$4.54	ANDERSON	$2.36		$4.72
166.	1 X ½ BRASS BUSHING / NO LEAD	2	MERIT	$3.60		$7.20	MERIT	$2.79		$5.58	MERIT	$3.70		$7.40	MERIT	$3.43		$6.86	ANDERSON	$3.54		$7.08
167.	1 X ¾ BRASS BUSHING / NO LEAD	8	MERIT	$3.60		$28.80	MERIT	$2.79		$22.32	MERIT	$9.75		$78.00	MERIT	$3.43		$27.44	ANDERSON	$3.54		$28.32
168.	1-1/2 X ¾ BRASS BUSHING / NO LEAD	8	MERIT	$9.50		$76.00	MERIT	$7.43		$59.44	MERIT	$7.95		$63.60	MERIT	$9.14		$73.12	ANDERSON	$9.24		$73.92
169.	1-1/2 X 1 BRASS BUSHING / NO LEAD	12	MERIT	$7.80		$93.60	MERIT	$6.07		$72.84	MERIT	$7.95		$95.40	MERIT	$7.47		$89.64	ANDERSON	$7.68		$92.16
170.	1-1/2 X 1-1/4 BRASS BUSHING / NO LEAD	8	MERIT	$7.80		$62.40	MERIT	$6.12		$48.96	MERIT	$14.25		$114.00	MERIT	$7.47		$59.76	ANDERSON	$7.68		$61.44
171.	2 X ½ BRASS BUSHING / NO LEAD	8	MERIT	$14.00		$112.00	MERIT	$10.84		$86.72	MERIT	$14.25		$114.00	MERIT	$13.34		$106.72	ANDERSON	$13.67		$109.36
172.	2 X ¾ BRASS BUSHING / NO LEAD	8	MERIT	$14.00		$112.00	MERIT	$10.84		$86.72	MERIT	$14.25		$114.00	MERIT	$13.34		$106.72	ANDERSON	$13.67		$109.36
173.	2 X 1 BRASS BUSHING / NO LEAD	12	MERIT	$14.00		$168.00	MERIT	$10.84		$130.08	MERIT	$11.80		$141.60	MERIT	$13.34		$160.08	ANDERSON	$13.67		$164.04
174.	2 X 1-1/2 BRASS BUSHING / NO LEAD	12	MERIT	$11.50		$138.00	MERIT	$9.00		$108.00	MERIT	$11.80		$141.60	MERIT	$11.07		$132.84	ANDERSON	$11.36		$136.32
175.	3/4" CC BRASS PLUG / NO LEAD	24	FORD	$7.00		$168.00	MERIT	$5.49		$131.76	FORD	$5.40		$129.60	FORD	$5.90		$141.60	FORD	$5.47		$131.28
176.	3/4" IP BRASS PLUG / NO LEAD	24	MERIT	$3.00		$72.00	MERIT	$2.02		$48.48	MERIT	$2.65		$63.60	MERIT	$2.48		$59.52	ANDERSON	$2.56		$61.44

CITY OF FRISCO BID TABULATION
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REBID FOR WATER, SEWER AND METER PARTS

			ACT PIPE AND SUPPLY, INC. 1888 WEST NW HIGHWAY DALLAS, TX 75220 PH 972.409.9200 FAX 214.574.5272 DAVID SHAW dshaw@actpipe.com & srandall@actpipe.com			FERGUSON WATER WORKS INC 10077 W UNIVERSITY DR MCKINNEY, TX 75071 PH 972.434.2600 FAX 972.434.2612 GREGORY RAY OR DAVID GEARY gregory.ray@ferguson.com david.geary@ferguson.com			FORTILINE WATERWORKS 11200 SEAGOVILLE RD. BALCH SPRINGS, TX 75180 PH 214.660.3662 FAX 214.660.3626 DONNA SMITH donna.smith@fortiline.com			HD SUPPLY WATERWORKS 4333 IRVING BLVD. DALLAS, TX 75247 PH 214.631-9410 FAX 214.905.0768 DENNIS WOODY dennis.woody@hdsupply.com			MUNICIPAL WATER WORKS SUPPLY 6959 STATE HWY. 276 ROYSE CITY, TX 75189 PH 972.635.2722 FAX 972.635.9325 GREG FONTENOT gfontenot@waterproductsusa.com		
177.	1" CC BRASS PLUG / NO LEAD	24	FORD	$9.00		$216.00	MERIT	$8.00		$192.00	FORD	$7.90		$189.60	FORD	$8.25		$198.00	FORD	$7.96		$191.04
178.	1" IP BRASS PLUG / NO LEAD	24	MERIT	$3.50		$84.00	MERIT	$8.24		$197.76	MERIT	$3.50		$84.00	MERIT	$3.27		$78.48	ANDERSON	$3.36		$80.64
179.	1 1/2" CC BRASS PLUG / NO LEAD	10	FORD	$40.00		$400.00	AY	$17.94		$179.40		NO BID			FORD	$21.75		$217.50	FORD	$20.30		$203.00
180.	1 1/2" IP BRASS PLUG / NO LEAD	10		$6.50		$65.00	MERIT	$19.00		$190.00	MERIT	$6.65		$66.50	MERIT	$6.20		$62.00	ANDERSON	$6.36		$63.60
181.	2" CC BRASS PLUG / NO LEAD	24	FORD	$40.00		$960.00	AY	$23.25		$558.00	FORD	$33.40		$801.60	FORD	$37.05		$889.20	FORD	$34.78		$834.72
182.	2" IP BRASS PLUG / NO LEAD	24		$10.00		$240.00	MERIT	$23.25		$558.00	MERIT	$10.45		$250.80	MERIT	$9.79		$234.96	ANDERSON	$10.04		$240.96
183.	2" COMP X IP CURB STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	6	FORD	$194.00		$1,164.00	MERIT	$186.46		$1,118.76	FORD	$191.65		$1,149.90	FORD	$194.00		$1,164.00	FORD	$189.67		$1,138.02
184.	¾ " COMP CORP BALL TYPE / NO LEAD/GRIP JOINT NUT	120	FORD	$34.00		$4,080.00	MERIT	$32.85		$3,942.00	FORD	$34.00		$4,080.00	FORD	$35.40		$4,248.00	FORD	$33.67		$4,040.40
185.	¾ " CORP IP X COMP BALL TYPE NO LEAD/GRIP JOINT NUT	40	FORD	$34.00		$1,360.00	MERIT	$33.06		$1,322.40	FORD	$34.00		$1,360.00	FORD	$35.40		$1,416.00	FORD	$22.77		$910.80
1	1" COMP CORP BALL TYPE / NO LEAD/GRIP JOINT NUT	250	FORD	$45.00		$11,250.00	MERIT	$43.21		$10,802.50	FORD	$44.75		$11,187.50	FORD	$45.00		$11,250.00	FORD	$44.28		$11,070.00
1	1-1/2" COMP CORP BALL TYPE / NO LEAD/GRIP JOINT NUT	20	FORD	$101.00		$2,020.00	MERIT	$97.47		$1,949.40	FORD	$100.30		$2,006.00	FORD	$101.00		$2,020.00	FORD	$99.24		$1,984.80
1	2" COMP CORP BALL TYPE / NO LEAD/GRIP JOINT NUT	50	FORD	$168.00		$8,400.00	MERIT	$161.22		$8,061.00	FORD	$165.85		$8,292.50	FORD	$167.00		$8,350.00	FORD	$164.14		$8,207.00
1	¾ " COMP ANGLE STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	120	FORD	$54.00		$6,480.00	MERIT	$51.54		$6,184.80	FORD	$53.40		$6,408.00	FORD	$54.00		$6,480.00	FORD	$52.88		$6,345.60
1	1" COMP ANGLE STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	300	FORD	$81.00		$24,300.00	MERIT	$77.28		$23,184.00	FORD	$80.10		$24,030.00	FORD	$80.00		$24,000.00	FORD	$79.26		$23,778.00
1	1-1/2" COMP ANGLE STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	20	FORD	$187.00		$3,740.00	MERIT	$179.62		$3,592.40	FORD	$184.75		$3,695.00	FORD	$187.00		$3,740.00	FORD	$182.85		$3,657.00
1	2" COMP ANGLE STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINTNUT	50	FORD	$237.00		$11,850.00	MERIT	$226.32		$11,316.00	FORD	$234.55		$11,727.50	FORD	$237.00		$11,850.00	FORD	$232.11		$11,605.50
193.	¾ " COMP X 1P CURB STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	20	FORD	$43.00		$860.00	MERIT	$40.96		$819.20	FORD	$42.40		$848.00	FORD	$43.00		$860.00	FORD	$41.93		$838.60
ITEM	**PARTS DESCRIPTION**	**QUAN**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**
194.	1" COMP X IP CURB STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	20	FORD	$65.00		$1,300.00	MERIT	$62.16		$1,243.20	FORD	$64.30		$1,286.00	FORD	$65.00		$1,300.00	FORD	$63.61		$1,272.20
195.	8 X 15 AC FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25	FORD	$141.00		$3,525.00	SB	$114.37		$2,859.25	FORD	$90.40		$2,260.00	FORD	$133.00		$3,325.00	FORD	$89.65		$2,241.25
196.	12 X 15 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25	FORD	$250.00		$6,250.00	SB	$173.59		$4,339.75	FORD	$139.60		$3,490.00	FORD	$141.00		$3,525.00	FORD	$135.39		$3,384.75
197.	16 X 24 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	10	FORD	$422.00		$4,220.00	SB	$692.29		$6,922.90	FORD	$471.40		$4,714.00	FORD	$421.00		$4,210.00	FORD	$409.11		$4,091.10
198.	6 X 15 CI FULL CIRCLE CLAMP W/STAIN B OLTS & LUGS	25	FORD	$75.00		$1,875.00	SB	$93.37		$2,334.25	FORD	$74.35		$1,858.75	FORD	$76.00		$1,900.00	FORD	$72.11		$1,802.75
199.	6 X 15 AC FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25	FORD	$75.00		$1,875.00	SB	$93.65		$2,341.25	FORD	$74.35		$1,858.75	FORD	$128.00		$3,200.00	FORD	$76.48		$1,912.00
200.	8 X 15 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25	FORD	$91.00		$2,275.00	SB	$113.00		$2,825.00	FORD	$90.35		$2,258.75	FORD	$92.00		$2,300.00	FORD	$87.63		$2,190.75

FRISCO
PROGRESS IN MOTION

CITY OF FRISCO BID TABULATION
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	WATER PIPE / TUBING / PLASTIC WRAP & TAPE QTY IN FT																			
201.	6” CL200 PVC DR 14-GSK BLUE	240’	JM	$5.25		$1,260.00	DIAM	$5.18		$1,243.20		$5.15		$1,236.00	VARIOUS	$5.51		$1,322.40	NORTHERN DIAMOND NAMERICA	5.15'		$1,236.00
202.	8” CL200 PVC DR 14-GSK BLUE	240’	JM	$9.00		$2,160.00	DIAM	$8.89		$2,133.60		$8.86		$2,126.40	VARIOUS	$9.48		$2,275.20	NORTHERN DIAMOND NAMERICA	8.85 FT		$2,124.00
203.	12” CL150 PVC DR 18-GSK BLUE	240’	JM	$15.35		$3,684.00	DIAM	$19.11		$4,586.40		$15.07		$3,616.80	VARIOUS	$16.11		$3,866.40	NORTHERN DIAMOND NAMERICA	15.10 FT		$3,624.00
204.	16” CL150 PVC DR 18 –GSK BLUE	120’	JM	$28.70		$3,444.00	DIAM	$29.64		$3,556.80		$26.87		$3,224.40	VARIOUS	$28.27		$3,392.40	NORTHERN DIAMOND	36.32 FT		$4,358.40
205.	16” CL150 PVC DR 18 –GSK BLUE	120’	JM	$29.70		$3,445.00	DIAM	$36.94		$2,955.20		$27.87		$2,229.60	VARIOUS	$29.27		$2,341.60	NORTHERN DIAMOND NAMERICA	46.96'		$3,756.80
206.	20” CL150 PVC DR18-GSK BLUE	80’	JM	$44.55		$3,564.00	DIAM	$51.61		$4,128.80		$41.80		$3,344.00	VARIOUS	$45.43		$3,634.40	NORTHERN DIAMOND NAMERICA	58.53'		$4,682.40
2	24” CL150 PVC DR18 – GSK BLUE	40’	JM	$64.20		$2,568.00	DIAM	$67.50		$2,700.00		$60.10		$2,404.00	VARIOUS	$69.86		$2,794.40	NORTHERN DIAMOND NAMERICA	$84.16		$3,366.40
2	30” DUCTILE IRON PIPE	40’	GRIFFIN	$110.00		$4,400.00	ACIP	$95.54		$3,821.60	US	$145.10		$5,804.00	U.S. PIPE	$129.67		$5,186.80	NORTHERN DIAMOND NAMERICA	NO BID		
2	36” DUCTILE IRON PIPE	40’	GRIFFIN	$148.00		$5,920.00	ACIP	$129.70		$5,188.00	US	$195.50		$7,820.00	U.S. PIPE	$173.03		$6,921.20	NORTHERN DIAMOND NAMERICA	NO BID		
2	¾ COPPER TUBING “K”	1500’	SIGMA	$5.00		$7,500.00	CERO	$395.00		$592,500.00		$4.52		$6,780.00	VARIOUS	$5.13		$7,695.00	CAMBRIDGE	4.22 FT		$6,330.00
2	1” COPPER TUBING “K”	2000’	SIGMA	$6.00		$12,000.00	CERO	$498.00		$996,000.00		$5.89		$11,780.00	VARIOUS	$6.70		$13,400.00	CAMBRIDGE	5.16 FT		$10,320.00
2	1-1/2 COPPER TUBING “K”	300’	SIGMA	$10.00		$3,000.00	CERO	$740.00		$222,000.00		$10.06		$3,018.00	VARIOUS	$10.97		$3,291.00	CAMBRIDGE	11.25 FT		$3,375.00
2	2” COPPER TUBING “K”	400’	SIGMA	$15.00		$6,000.00	CERO	$1,332.70		$532,800.00		$16.21		$6,484.00	VARIOUS	$18.00		$7,200.00	CAMBRIDGE	15.61 FT		$6,244.00
2	3/4” Poly Pipe 200 PSI Rating ENDOTRACE	1000’	EGW	$1.00		$1,000.00	EGW	$70.78		$70,780.00		$0.77		$770.00	ENDOTRACE	$0.80		$800.00	ENOB	.81 '		$810.00
215.	1” Poly Pipe 200 PSI Rating ENDOTRACE	1500’	EGW	$1.00		$1,500.00	EGW	$81.89		$122,835.00		$0.89		$1,335.00	ENDOTRACE	$0.94		$1,410.00	ENOB	1.05'		$1,575.00
216.	1 ½” Poly Pipe 200 PSI Rating ENDOTRACE	200’	EGW	$2.00		$400.00	EGW	$129.89		$25,978.00		$1.46		$292.00	ENDOTRACE	$1.53		$306.00	ENOB	1.47'		$294.00
ITEM	**PARTS DESCRIPTION**	**QUAN**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**	**BRAND**	**UNIT PRICE**	**% DIS**	**EXTENDED PRICE**
217.	2” Poly Pipe 200 PSI Rating ENDOTRACE	400’	EGW	$3.00		$1,200.00	EGW	$202.97		$81,188.00		$2.27		$908.00	ENDOTRACE	$2.40		$960.00	ENOB	2.47'		$988.00
218.	¾” SS INS Stiffner CTS	200 each	FORD	$1.50		$300.00	AY	$1.27		$254.00	FORD	$1.00		$200.00	FORD	$1.10		$220.00	FORD	$1.17		$234.00
219.	1” SS INS Stiffner CTS	250 each	FORD	$1.50		$375.00	AY	$1.36		$340.00	FORD	$1.06		$265.00	FORD	$1.20		$300.00	FORD	$1.25		$312.50
220.	1 ½” SS INS Stiffner CTS	50 each	FORD	$2.00		$100.00	AY	$1.86		$93.00	FORD	$1.45		$72.50	FORD	$1.65		$82.50	FORD	$1.71		$85.50
221.	2” SS INS Stiffner CTS	100 each	FORD	$2.50		$250.00	AY	$1.90		$190.00	FORD	$1.45		$145.00	FORD	$1.65		$165.00	FORD	$1.71		$171.00
222.	PLASTIC PIPE WRAP	120 ROLLS	GEN	$100.00		$12,000.00	EGW	$38.93		$4,671.60		$58.00	29"	$6,960.00	FORD	$37.00		$4,440.00	ACCUCAST	$68.07		$8,168.40
223.	BLACK PLASTIC TAPE	10 CASES	GEN	$144.00		$1,440.00	EGW	$84.96		$849.60		$105.60	24 PER CASE	$1,056.00	EGW	$112.80		$1,128.00	ACCUCAST	4.92 ROLL118.08CS		$1,180.80

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

			ACT PIPE AND SUPPLY, INC. **1888 WEST NW HIGHWAY** **DALLAS, TX 75220** **PH 972.409.9200** **FAX 214.574.5272** **DAVID SHAW** **dshaw@actpipe.com &** **srandall@actpipe.com**			**FERGUSON WATER WORKS INC** **10077 W UNIVERSITY DR** **MCKINNEY, TX 75071** **PH 972.434.2600** **FAX 972.434.2612** **GREGORY RAY OR DAVID GEARY** **gregory.ray@ferguson.com** **david.geary@ferguson.com**			**FORTILINE WATERWORKS** **11200 SEAGOVILLE RD.** **BALCH SPRINGS, TX 75180** **PH 214.660.3662** **FAX 214.660.3626** **DONNA SMITH** **donna.smith@fortiline.com**			**HD SUPPLY WATERWORKS** **4333 IRVING BLVD.** **DALLAS, TX 75247** **PH 214.631-9410** **FAX 214.905.0768** **DENNIS WOODY** **dennis.woody@hdsupply.com**			**MUNICIPAL WATER WORKS SUPPLY** **6959 STATE HWY. 276** **ROYSE CITY, TX 75189** **PH 972.635.2722** **FAX 972.635.9325** **GREG FONTENOT** **gfontenot@waterproductsusa.com**		
224.	1-1/4" 2 BOLT DRESSER	6	FORD	$26.00		$156.00	SB	$19.22		$115.32	FORD	$22.55		$135.30	EGW	$32.00		$192.00	SB	$20.39		$122.34
225.	1-1/2" 2 BOLT DRESSER	20	FORD	$35.00		$700.00	SB	$22.95		$459.00	FORD	$26.15		$523.00	SMITH BLAIR	$36.00		$720.00	SB	$24.36		$407.80
226.	2" 2 BOLT DRESSER	20	FORD	$31.00		$620.00	SB	$26.00		$520.00	FORD	$33.95		$679.00	SMITH BLAIR	$39.00		$780.00	SB	$27.59		$487.20
	Philmac UTC Fittings																					
227.	Size B	20	HARCO	$16.00		$320.00	HARCO	$13.28		$265.60	HARCO	$13.40		$268.00	PHILMAC	$18.00		$360.00	HARCO	$14.41		$288.20
228.	Size C	20	HARCO	$23.00		$460.00		$19.30		$386.00	HARCO	$19.40		$388.00	PHILMAC	$27.00		$540.00	HARCO	$20.95		$419.00
229.	Size D	20	HARCO	$29.00		$580.00		$24.34		$486.80	HARCO	$24.50		$490.00	PHILMAC	$33.00		$660.00	HARCO	$26.41		$528.20
230.	Size E	5	HARCO	$26.50		$132.50		$22.08		$110.40	HARCO	$22.20		$111.00	PHILMAC	$30.00		$150.00	HARCO	$23.97		$119.85
231.	Size F	5	HARCO	$41.00		$205.00		$24.02		$120.10	HARCO	$34.20		$171.00	PHILMAC	$46.00		$230.00	HARCO	$36.92		$184.60
232.	Size G	5	HARCO	$51.00		$255.00		$42.23		$211.15	HARCO	$42.45		$212.25	PHILMAC	$57.00		$285.00	HARCO	$45.83		$229.15
2	Size C to Size B	5	HARCO	$23.00		$115.00		$19.02		$95.10	HARCO	$19.15		$95.75	PHILMAC	$26.00		$130.00	HARCO	$20.64		$103.20
2	Size D to Size C	5	HARCO	$43.00		$215.00		$35.70		$178.50	HARCO	$35.90		$179.50	PHILMAC	$48.00		$240.00	HARCO	$38.74		$193.70
2	Size E to Size D	5	HARCO	$25.00		$125.00	N/A QUOTING E-C	$22.04		$110.20	HARCO	$22.15		$110.75	PHILMAC	$30.00		$150.00	HARCO	$23.92		$119.60
2	Size F to Size E	5	HARCO	$57.00		$285.00		$46.60		$233.00	HARCO	$46.85		$234.25	PHILMAC	$63.00		$315.00	HARCO	$50.57		$252.85
	WATER MAINTENANCE GROUP SUBTOTAL					**$356,085.70**				**$2,938,006.52**				**$322,183.80**				**$331,362.17**				**$324,037.67**

CITY OF FRISCO BID TABULATION
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ACT PIPE AND SUPPLY, INC.
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MUNICIPAL WATER WORKS SUPPLY
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ROYSE CITY, TX 75189
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GREG FONTENOT
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SEWER MAINTENANCE

ITEM	PARTS DESCRIPTION	QUAN	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE
237.	24” X 2” MANHOLE RISER CONCRETE	40	GEN	$22.00		$880.00	EJB	$13.30		$681.60		$15.40		$616.00	AM. MATCO	$17.25		$690.00	AMERICAN MATCO	$14.07		$562.80
238.	30” X 2” MANHOLE RISER CONCRETE	40	GEN	$26.00		$1,040.00	EJB	$17.04		$827.60		$19.50		$780.00	AM. MATCO	$20.25		$810.00	AMERICAN MATCO	$17.82		$712.80
239.	32” X 2” MANHOLE RISER CONCRETE	40	GEN	$30.00		$1,200.00	EJB	$20.69		$34.40		$19.50		$780.00	AM. MATCO	$24.50		$980.00	AMERICAN MATCO	$21.89		$875.60
240.	4” SDR 35 PVC PIPE (GREEN)	400’	JM	$0.90		$360.00	DIAM	$0.86		$344.00		$0.85		$340.00	VARIOUS	$0.91		$364.00	NAPCO DIAMOND	0.85'		$340.00
241.	6” SDR 35 PVC PIPE (GREEN)	200’	JM	$1.90		$380.00	DIAM	$1.86		$372.00		$1.84		$368.00	VARIOUS	$1.98		$396.00	NAPCO DIAMOND	1.84'		$368.00
242.	8” SDR 35 PVC PIPE (GREEN)	100’	JM	$3.40		$340.00	DIAM	$3.32		$332.00		$3.31		$331.00	VARIOUS	$3.55		$355.00	NAPCO DIAMOND	3.3'		$330.00
2	10” SDR 35 PVC PIPE (GREEN)	100’	JM	$5.30		$530.00	DIAM	$2.11		$211.00		$5.18		$518.00	VARIOUS	$5.57		$557.00	NAPCO DIAMOND	5.18'		$518.00
2	12” SDR 35 PVC PIPE (GREEN)	100’	JM	$7.60		$760.00	DIAM	$7.47		$747.00		$7.44		$744.00	VARIOUS	$7.99		$799.00	NAPCO DIAMOND	7.44'		$744.00
2	15” SDR 35 PVC PIPE (GREEN)	100’	JM	$11.30		$1,130.00	DIAM	$11.12		$1,112.00		$11.08		$1,108.00	VARIOUS	$11.89		$1,189.00	NAPCO DIAMOND	11.01'		$1,101.00
2	4” SLIP COUPLING (GASKET)	50	GPK	$6.00		$300.00	MULTI	$6.14		$612.50		$5.35		$267.50	PLASTIC TRENDS	$7.00		$350.00	PLASTIC TRENDS	$7.31		$365.50
2	6” SLIP COUPLING (GASKET)	10	GPK	$12.00		$120.00	MULTI	$12.25		$208.00		$10.70		$107.00	PLASTIC TRENDS	$13.75		$137.50	PLASTIC TRENDS	$14.59		$145.90
2	8” SLIP COUPLING (GASKET)	10	GPK	$20.00		$200.00	MULTI	$20.80		$461.50		$18.10		$181.00	PLASTIC TRENDS	$23.00		$230.00	PLASTIC TRENDS	$24.76		$247.60
2	10” SLIP COUPLING (GASKET)	10	GPK	$42.00		$420.00	MULTI	$46.15		$168.50		$40.15		$401.50	PLASTIC TRENDS	$51.00		$510.00	PLASTIC TRENDS	$54.95		$549.50
2	6 X 4 TEE SDR 35 (GASKET)	5	GPK	$16.00		$80.00	MULTI	$16.85		$84.25		$14.65		$73.25	PLASTIC TRENDS	$19.00		$95.00	PLASTIC TRENDS	$20.07		$100.35
251.	8 X 4 TEE SDR 35 (GASKET)	5	GPK	$24.00		$120.00	MULTI	$28.02		$140.10		$22.65		$113.25	PLASTIC TRENDS	$29.00		$145.00	PLASTIC TRENDS	$30.67		$153.35
252.	10 X 4 TEE SDR 35 (GASKET)	5	GPK	$78.00		$390.00	MULTI	$123.49		$617.45		$73.60		$368.00	PLASTIC TRENDS	$89.00		$445.00	PLASTIC TRENDS	$100.70		$503.50
253.	4” GLUE COUPLING	50	GPK	$2.00		$100.00	MULTI	$1.20		$60.00		$1.10		$55.00	PLASTIC TRENDS	$1.40		$70.00	PLASTIC TRENDS	$1.43		$71.50
254.	4” SLIP 22 (GASKET)	50	GPK	$5.00		$250.00	MULTI	$4.95		$247.50		$4.30		$215.00	PLASTIC TRENDS	$5.50		$275.00	PLASTIC TRENDS	$5.91		$295.50
255.	4” SLIP 45 (GASKET)	50	GPK	$5.00		$250.00	MULTI	$5.06		$253.00		$4.35		$217.50	PLASTIC TRENDS	$5.50		$275.00	PLASTIC TRENDS	$5.91		$295.50
256.	4” SLIP STREET 22 (GASKET)	50	GPK	$5.00		$250.00	MULTI	$5.08		$254.00		$4.10		$205.00	PLASTIC TRENDS	$5.25		$262.50	PLASTIC TRENDS	$5.62		$281.00
257.	4” GLUE STREET 22	50	GPK	$5.00		$250.00	MULTI	$2.07		$103.50		$1.80		$90.00	PLASTIC TRENDS	$3.20		$160.00	PLASTIC TRENDS	$2.92		$146.00
258.	4” SLIP STREET 45 (GASKET)	50	GPK	$5.00		$250.00	MULTI	$4.46		$223.00		$3.90		$195.00	PLASTIC TRENDS	$5.00		$250.00	PLASTIC TRENDS	$5.32		$266.00
259.	4” GLUE STREET 45	50	GPK	$5.00		$250.00	MULTI	$2.64		$132.00		$1.60		$80.00	PLASTIC TRENDS	$3.20		$160.00	PLASTIC TRENDS	$2.92		$146.00
260.	4X4 SDR 35 WYE	50	GPK	$8.00		$400.00	MULTI	$8.56		$428.00		$7.45		$372.50	PLASTIC TRENDS	$9.50		$475.00	PLASTIC TRENDS	$3.94		$197.00
261.	SDR35 X SCH 40 REDUCER	40	GPK	$3.00		$120.00	MULTI	$2.50		$100.00		$2.65		$106.00	PLASTIC TRENDS	$6.50		$260.00	PLASTIC TRENDS	$3.63		$145.20

CITY OF FRISCO BID TABULATION
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REBID FOR WATER, SEWER AND METER PARTS

	ACT PIPE AND SUPPLY, INC. 1888 WEST NW HIGHWAY DALLAS, TX 75220 PH 972.409.9200 FAX 214.574.5272 DAVID SHAW dshaw@actpipe.com & srandall@actpipe.com			FERGUSON WATER WORKS INC 10077 W UNIVERSITY DR MCKINNEY, TX 75071 PH 972.434.2600 FAX 972.434.2612 GREGORY RAY OR DAVID GEARY gregory.ray@ferguson.com david.geary@ferguson.com			FORTILINE WATERWORKS 11200 SEAGOVILLE RD. BALCH SPRINGS, TX 75180 PH 214.660.3662 FAX 214.660.3626 DONNA SMITH donna.smith@fortiline.com			HD SUPPLY WATERWORKS 4333 IRVING BLVD. DALLAS, TX 75247 PH 214.631-9410 FAX 214.905.0768 DENNIS WOODY dennis.woody@hdsupply.com			MUNICIPAL WATER WORKS SUPPLY 6959 STATE HWY. 276 ROYSE CITY, TX 75189 PH 972.635.2722 FAX 972.635.9325 GREG FONTENOT gfontenot@waterproductsusa.com		
ITEM	PARTS DESCRIPTION	QUAN	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE
262.	15X4 RUBBER TEE (SADDLE)	20	GPK	$51.00		$1,020.00	FERN	$29.44		$588.80		$27.05		$541.00	PLASTIC TRENDS	$32.00		$640.00	PLASTIC TRENDS	$35.06		$701.20
263.	15X4 RUBBER WYE (SADDLE)	10	GPK	$51.00		$510.00	FERN	$34.63		$346.30		$33.65		$336.50	PLASTIC TRENDS	$38.00		$380.00	PLASTIC TRENDS	$41.32		$413.20
264.	4” PVC PLUG	30	GPK	$3.00		$90.00	FERN	$2.42		$72.60		$2.10		$63.00	PLASTIC TRENDS	$3.20		$96.00	PLASTIC TRENDS	$2.88		$86.40
265.	6” PVC PLUG	20	GPK	$4.00		$80.00	FERN	$3.71		$74.20		$3.25		$65.00	PLASTIC TRENDS	$4.30		$86.00	PLASTIC TRENDS	$4.42		$88.40
266.	8” PVC PLUG	20	GPK	$13.00		$260.00	FERN	$13.14		$262.80		$11.45		$229.00	PLASTIC TRENDS	$13.75		$275.00	PLASTIC TRENDS	$15.66		$313.20
267.	4” EXPANDABLE PLUG	2	CHERNY	$12.00		$24.00	FERN	$4.43		$8.86		$25.50		$51.00	CHERNIE	$5.50		$11.00	CHERNA	$6.59		$13.18
268.	6” EXPANDABLE PLUG	2	CHERNY	$18.00		$36.00	FERN	$12.04		$24.08		$63.75		$127.50	CHERNIE	$15.00		$30.00	CHERNA	$16.27		$32.54
2	8” EXPANDABLE PLUG	2	CHERNY	$24.00		$48.00	FERN	$22.84		$45.68		$119.15		$238.30	CHERNIE	$28.00		$56.00	CHERNA	$29.56		$59.12
2	10” EXPANDABLE PLUG	2	CHERNY	$52.00		$104.00	FERN	$192.91		$385.82		$193.00		$386.00	CHERNIE	$220.00		$440.00	CHERNA	NO BID		
2	CAST IRON CLEAN OUT	40	B&H	$189.00		$7,560.00	SIGMA	$57.13		$2,285.20		$177.00		$7,080.00	BASS & HAYS	$181.00		$7,240.00	SIP	$42.55		$1,702.00
2	CAST IRON CLEAN OUT LID	40	B&H	$26.00		$1,040.00	SIGMA	$22.24		$889.60		$23.40		$936.00	BASS & HAYS	$25.00		$1,000.00	SIP	$12.06		$482.40
2	4” RUBBER CAP	50	GPK	$3.00		$150.00	FERN	$2.04		$102.00		$1.75		$87.50	FERNCO	$2.50		$125.00	FERNCO	$2.26		$113.00
2	4” PVC-PVC CT ADAPTER	100	GPK	$4.00		$400.00	FERN	$3.14		$314.00		$3.60		$360.00	FERNCO	$3.75		$375.00	FERNCO	$3.51		$351.00
2	4” PVC-CLAY CT ADAPTER	50	GPK	$4.00		$200.00	FERN	$3.14		$157.00		$3.60		$180.00	FERNCO	$3.75		$187.50	FERNCO	$3.51		$175.50
2	6” PVC-PVC CT ADAPTER	50	GPK	$8.00		$400.00	FERN	$6.72		$336.00		$7.65		$382.50	FERNCO	$8.00		$400.00	FERNCO	$7.51		$375.50
2	6” PVC-CLAY CT ADAPTER	50	GPK	$8.00		$400.00	FERN	$6.72		$336.00		$7.65		$382.50	FERNCO	$8.00		$400.00	FERNCO	$7.51		$375.50
278.	8” PVC-PVC CT ADAPTER	20	GPK	$11.00		$220.00	FERN	$10.34		$206.80		$11.75		$235.00	FERNCO	$12.00		$240.00	FERNCO	$11.56		$231.20
279.	8” PVC-CLAY CT ADAPTER	20	GPK	$11.00		$220.00	FERN	$110.34		$2,206.80		$12.70		$254.00	FERNCO	$12.00		$240.00	FERNCO	$11.56		$231.20
280.	10” PVC-PVC CT ADAPTER	20	GPK	$16.00		$320.00	FERN	$15.52		$310.40		$17.65		$353.00	FERNCO	$18.00		$360.00	FERNCO	$17.35		$347.00
281.	10” PVC-CLAY CT ADAPTER	20	GPK	$16.00		$320.00	FERN	$15.52		$310.40		$17.65		$353.00	FERNCO	$18.00		$360.00	FERNCO	$17.35		$405.00
282.	12” PVC-PVC CT ADAPTER	20	GPK	$20.00		$400.00	FERN	$18.12		$362.40		$20.55		$411.00	FERNCO	$21.00		$420.00	FERNCO	$20.25		$405.00
283.	12” PVC-CLAY ADAPTER	10	GPK	$20.00		$200.00	FERN	$18.12		$181.20		$20.55		$205.50	FERNCO	$21.00		$210.00	FERNCO	$20.25		$825.60
284.	24” 300 LB MANHOLE LID	15	B&H	$142.00		$2,130.00	BH	$131.00		$1,965.00	BH	$130.20		$1,953.00	BASS & HAYS	$135.00		$2,025.00	SIGMA	$82.56		$1,918.65
285.	24” 400 LB MANHOLE LID	15	B&H	$170.00		$2,550.00	BH	$157.30		$2,359.50	BH	$155.75		$2,336.25	BASS & HAYS	$160.00		$2,400.00	SIGMA	$127.91		$1,657.05
286.	24” 300 LB MANHOLE RING	15	B&H	$153.00		$2,295.00	BH	$142.00		$2,130.00	BH	$140.60		$2,109.00	BASS & HAYS	$145.00		$2,175.00	SIGMA	$110.47		$2,180.25
287.	24” 400 LB MANHOLE RING	15	B&H	$169.00		$2,535.00	BH	$156.30		$2,344.50	BH	$154.85		$2,322.75	BASS & HAYS	$159.00		$2,385.00	SIGMA	$145.35		$2,180.25
288.	24” 300 LB MANHOLE RING & LID	15	B&H	$295.00		$4,425.00	BH	$273.00		$4,095.00	BH	$270.80		$4,062.00	BASS & HAYS	$275.00		$4,125.00	SIGMA	$182.56		$2,738.40

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AGENDA ITEM #24.

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

			ACT PIPE AND SUPPLY, INC. **1888 WEST NW HIGHWAY** **DALLAS, TX 75220** **PH 972.409.9200** **FAX 214.574.5272** **DAVID SHAW** **dshaw@actpipe.com &** **srandall@actpipe.com**			**FERGUSON WATER WORKS INC** **10077 W UNIVERSITY DR** **MCKINNEY, TX 75071** **PH 972.434.2600** **FAX 972.434.2612** **GREGORY RAY OR DAVID GEARY** **gregory.ray@ferguson.com** **david.geary@ferguson.com**			**FORTILINE WATERWORKS** **11200 SEAGOVILLE RD.** **BALCH SPRINGS, TX 75180** **PH 214.660.3662** **FAX 214.660.3626** **DONNA SMITH** **donna.smith@fortiline.com**			**HD SUPPLY WATERWORKS** **4333 IRVING BLVD.** **DALLAS, TX 75247** **PH 214.631-9410** **FAX 214.905.0768** **DENNIS WOODY** **dennis.woody@hdsupply.com**			**MUNICIPAL WATER WORKS SUPPLY** **6959 STATE HWY. 276** **ROYSE CITY, TX 75189** **PH 972.635.2722** **FAX 972.635.9325** **GREG FONTENOT** **gfontenot@waterproductsusa.com**		
289.	24” 400 LB MANHOLE RING & LID	15	B&H	$339.00	$5,085.00	BH	$313.60	$4,704.00	BH	$310.60	$4,659.00	BASS & HAYS	$35.00	$525.00	SIGMA	$182.56	$2,738.40
290.	30” 400 LB HINGED MANHOLE BH HM – 30 W/LOGO	15	B&H	$625.00	$0.00	BH	$578.95	$8,684.25	BH	$572.90	$8,593.50	BASS & HAYS	$580.00	$8,700.00	SIGMA	$267.45	$231.20
291.	32” HINGED MANHOLE LID PAMREX W/LOGO	15	PAMREX	$640.00	$9,600.00	JIM COX	$599.00	$8,985.00	BH	$630.00	$9,450.00	PAMREX	$625.00	$9,375.00	PAMREX	$743.75	$11,156.25
292.	JET PLUG CEMENT - 5 GALLON BUCKETS	100	ACCUC	$30.00	$3,000.00	FEI	$27.00	$2,700.00		$29.00	$2,900.00	SIKA PLUG	$40.00	$4,000.00	SIGMA	$32.00	$3,200.00
293.	HTH GRANULAR 5 LBS.	50	EGW	$14.00	$700.00	HTH	$12.36	$618.00		$13.00	$650.00	EGW	$13.00	$650.00	HIH	$17.50	$875.00
294.	TRACING DYE –GREEN 16oz	10	EGW	$10.00	$100.00	KINGSCOTE	$17.14	$171.40		$30.00	$300.00	EGW	$9.00	$90.00		NO BID	
	SEWER MAINTENANCE GROUP SUBTOTAL				**$66,167.00**			**$57,318.49**			**$61,225.30**			**$60,261.50**			**$46,064.19**

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

ACT PIPE AND SUPPLY, INC.	FERGUSON WATER WORKS INC	FORTILINE WATERWORKS	HD SUPPLY WATERWORKS	MUNICIPAL WATER WORKS SUPPLY
1888 WEST NW HIGHWAY	10077 W UNIVERSITY DR	11200 SEAGOVILLE RD.	4333 IRVING BLVD.	6959 STATE HWY. 276
DALLAS, TX 75220	MCKINNEY, TX 75071	BALCH SPRINGS, TX 75180	DALLAS, TX 75247	ROYSE CITY, TX 75189
PH 972.409.9200	PH 972.434.2600	PH 214.660.3662	PH 214.631-9410	PH 972.635.2722
FAX 214.574.5272	FAX 972.434.2612	FAX 214.660.3626	FAX 214.905.0768	FAX 972.635.9325
DAVID SHAW	GREGORY RAY OR DAVID GEARY	DONNA SMITH	DENNIS WOODY	GREG FONTENOT
dshaw@actpipe.com & srandall@actpipe.com	gregory.ray@ferguson.com david.geary@ferguson.com	donna.smith@fortiline.com	dennis.woody@hdsupply.com	gfontenot@waterproductsusa.com

METER MAINTENANCE

ITEM	PARTS DESCRIPTION	QUAN	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE
295.	1-1/2” METER FLANGE SET –NO LEAD	750	GEN	$36.00		$27,000.00	AY	$29.32		$21,990.00	MIDLAND	$47.80		$35,850.00	MIDCO	$53.00		$39,750.00	FORD	$60.33		$45,247.50
296.	2” METER FLANGE SET /NO LEAD	750	GEN	$44.00		$33,000.00	AY	$38.29		$28,717.50	MIDLAND	$48.70		$36,525.00	MIDCO	$54.00		$40,500.00	FORD	$78.79		$59,092.50
297.	¾ STRAIGHT METER COUPLING/ NO LEAD	750	FORD	$7.00		$5,250.00	AY	$5.92		$4,440.00	FORD	$6.85		$5,137.50	FORD	$7.00		$5,250.00	FORD	$6.71		$5,032.50
298.	1” STRAIGHT METER COUPLING/ NO LEAD	3000	FORD	$10.50		$31,500.00	AY	$9.48		$28,440.00	FORD	$10.55		$31,650.00	FORD	$10.62		$31,860.00	FORD	$10.33		$30,990.00
299.	¾ “X7” METER RISER / NO LEAD/BALL VALVES	100	FORD	$69.00		$6,900.00	AY	$66.27		$6,627.00	FORD	$67.85		$6,785.00	FORD	$68.50		$6,850.00	FORD	$68.54		$6,854.00
300.	¾ “X15” METER RISER /NO LEAD/BALL VALVES	100	FORD	$74.50		$7,450.00	AY	$71.58		$7,158.00	FORD	$73.65		$7,365.00	FORD	$75.00		$7,500.00	FORD	$74.41		$7,441.00
3	1”X10” METER RISER / NO LEAD/BALL VALVES	100	FORD	$142.00		$14,200.00	AY	$135.73		$13,573.00	FORD	$140.35		$14,035.00	FORD	$139.73		$13,973.00	FORD	$141.83		$14,183.00
3	1”X12” METER RISER /NO LEAD/BALL VALVES	100	FORD	$145.00		$14,500.00	AY	$138.50		$13,850.00	FORD	$143.20		$14,320.00	FORD	$142.48		$14,248.00	FORD	$144.72		$14,472.00
3	1”X18” METER RISER /NO LEAD/BALL VALVES	50	FORD	$169.00		$8,450.00	AY	$161.60		$8,080.00	FORD	$167.10		$8,355.00	FORD	$168.00		$8,400.00	FORD	$168.88		$8,444.00
3	1-1/2”X18” METER RISER / NO LEAD/BALL VALVES	10	FORD	$860.00		$8,600.00	AY	$719.59		$7,195.90	FORD	$851.15		$8,511.50	FORD	$850.00		$8,500.00	FORD	$860.11		$8,601.10
3	14”X18” PLASTIC METER BOX	300	DFW	$77.00		$23,100.00	DFW	$71.18		$21,354.00	DFW	$74.25		$22,275.00	DFW	$72.00		$21,600.00	DFW	$83.82		$25,146.00
3	18”X24” METER BOX	200	DFW	$265.00		$53,000.00	DFW 28X18	$239.60		$47,920.00	DFW	$237.15		$47,430.00	DFW	$245.00		$49,000.00	DFW	$254.17		$50,834.00
3	2-1/2” FIRE HYDRANT METER GASKET	1000	EGW	$2.00		$2,000.00	DIXON DSW250	$2.10		$2,100.00		$3.00		$3,000.00	NEPTUNE	$3.45		$3,450.00	SEALFAST	$1.00		$1,000.00
3	1-1/2” METER GASKETS	1000	EGW	$1.75		$1,750.00	EGW	$1.68		$1,680.00		$0.65		$650.00	EGW	$0.60		$600.00	EGW	$0.93		$930.00
309.	2” METER GASKETS	1000	EGW	$2.00		$2,000.00	EGW	$1.89		$1,890.00		$0.80		$800.00	EGW	$0.75		$750.00	EGW	$1.10		$1,100.00
310.	¾” METER GASKETS	3000	EGW	$0.30		$900.00	EGW	$0.07		$210.00		$0.08		$240.00	EGW	$0.07		$210.00	EGW	$0.10		$300.00
311.	1” METER GASKETS	7000	EGW	$0.40		$2,800.00	EGW	$0.11		$770.00		$0.14		$980.00	EGW	$0.13		$910.00	EGW	$0.13		$910.00
312.	ADAPTER A34 / NO LEAD	300	FORD	$12.00		$3,600.00	AY	$6.51		$1,953.00	FORD	$13.40		$4,020.00	FORD	$7.45		$2,235.00	FORD	$13.27		$3,981.00
313.	2-1/2” BOLT SET / NO LEAD	200	EGW	$6.00		$1,200.00	EGW	$3.25		$650.00		$3.20		$640.00	FORD	$4.00		$800.00	PSI	$2.30		$460.00
314.	2” DOUBLE CHECK VALVE WATTS 007M1QT2 (DOUBLE CHECK VALVE, BACKFLOW PREVENT) NO LEAD	200	WATTS	$299.00		$59,800.00	WATTS	$279.35		$55,870.00	WATTS	$267.70		$53,540.00	WATTS	$270.00		$54,000.00	WATTS WILKENS	$473.27		$94,654.00

METER LIDS

ITEM	PARTS DESCRIPTION	QUAN	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE	BRAND	UNIT PRICE	% DIS	EXTENDED PRICE
315.	DFW-18AMRBLSBD-LID – SERIES F 12”X1-1/2” ID 11-3/8”, OD 12-3/8” – Proread Plastic	2400	DFW	$22.00		$52,800.00	DFW	$19.96		$47,904.00	DFW	$19.55		$46,920.00	DFW	$20.75		$49,800.00	DFW	$48.83		$117,192.00
316.	DFW-CILTR-LID SERIES F 20” X 1-1/2” ID 19-1/4”, OD 20” – Proread Cast Iron	300	DFW	$90.00		$27,000.00	SIGMA	$74.00		$22,200.00	DFW	$74.85		$22,455.00	DFW	$77.00		$23,100.00	DFW	$112.11		$33,633.00

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AGENDA ITEM #24.

CITY OF FRISCO BID TABULATION
BID NO. 1311-016
OPENED 11/27/12 2PM
REBID FOR WATER, SEWER AND METER PARTS

			ACT PIPE AND SUPPLY, INC. **1888 WEST NW HIGHWAY** **DALLAS, TX 75220** **PH 972.409.9200** **FAX 214.574.5272** **DAVID SHAW** **dshaw@actpipe.com &** **srandall@actpipe.com**			**FERGUSON WATER WORKS INC** **10077 W UNIVERSITY DR** **MCKINNEY, TX 75071** **PH 972.434.2600** **FAX 972.434.2612** **GREGORY RAY OR DAVID GEARY** **gregory.ray@ferguson.com** **david.geary@ferguson.com**			**FORTILINE WATERWORKS** **11200 SEAGOVILLE RD.** **BALCH SPRINGS, TX 75180** **PH 214.660.3662** **FAX 214.660.3626** **DONNA SMITH** **donna.smith@fortiline.com**			**HD SUPPLY WATERWORKS** **4333 IRVING BLVD.** **DALLAS, TX 75247** **PH 214.631-9410** **FAX 214.905.0768** **DENNIS WOODY** **dennis.woody@hdsupply.com**			**MUNICIPAL WATER WORKS SUPPLY** **6959 STATE HWY. 276** **ROYSE CITY, TX 75189** **PH 972.635.2722** **FAX 972.635.9325** **GREG FONTENOT** **gfontenot@waterproductsusa.com**		
317.	Fire Hydrant Meter Lock Clamp – 3"	300	PERFOR	$110.00	$33,000.00	PIPELINE	$89.00	$26,700.00	ZENNER	$90.75	$27,225.00		$77.00	$23,100.00	PERFORMANCE	$180.00	$54,000.00
318.	Brooks Barrel Lock w/cap and weather seal-hardened steel "F" - P/N 6830000-1	300	BROOKS	$10.00	$3,000.00	BROOKS	$1.60	$480.00		$8.50	$2,550.00	DFW	$2.96	$888.00	BROOKS	$4.74	$1,422.00
319.	Watt 007 Double Check Valve Repair Kits - 0887037	150	WATTS	$135.00	$20,250.00	WATTS NEW 887034	$122.90	$18,435.00	WATTS	$111.10	$16,665.00	WATTS	$121.00	$18,150.00	WATTS WILKINS	$113.72	$17,058.00
320.	Watts 007M1 Double Check Valve Repair Kits. 0887192	150	WATTS	$130.00	$19,500.00	WATTS	$118.45	$17,767.50	WATTS	$115.25	$17,287.50	WATTS	$117.00	$17,550.00	WATTS WILKINS	$149.64	$22,446.00
	METER MAINTENANCE GROUP SUBTOTAL				**$462,550.00**			**$407,954.90**			**$435,211.50**			**$442,974.00**			**$625,423.60**
					OVERALL TOTAL= $1,050,784.70			**OVERALL TOTAL= $3,537,442.63**			**OVERALL TOTAL= $969,528.05**			**OVERALL TOTAL= $986,154.67**			**OVERALL TOTAL= $1,056,575.17**

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.

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1311-016

REBID OF WATER, SEWER & METER PARTS

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

November 27, 2012@ 2:00PM CST

NO LATE BIDS WILL BE ACCEPTED

ORIGINAL AND ONE COPY, PLUS A CD OR FLASHDRIVE 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 CPPO, C.P.M.
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 1311-016

Rebid of Water, Sewer & Meter Parts

BIDDER MUST SUBMIT ORIGINAL AND ONE COPY, PLUS A CD OR FLASHDRIVE TO FACILITATE EVALUATION. IF A CD OR FLASHDRIVE IS NOT SUBMITTED WITH THE ORIGINAL AND ONE COPY, 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 an Annual Contract for Water, Sewer & Meter Parts with four (4) additional one (1) year city optional renewal periods. The bid will be awarded by grouping. Each grouping will be awarded to one vendor, the lowest responsible, responsive bidder. Vendors must subtotal each grouping as well as grand total for the entire bid. If there is a % off, the unit price must be reflective of the % off.

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 November 27, 2012 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. 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 in Conference Room C116 on November 27, 2012 at 2:05 PM.

Write the competitive sealed bid number 1311-016, name of bid, Rebid of Water, Sewer, & Meter Parts 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 an original and one (1) copy plus a CD or Flashdrive of the sealed bid to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copy and a CD or Flashdrive 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'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, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Department, 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 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 emailed 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 City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes

and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

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

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012

_____

Signature of Notary Public in and for the State of Texas STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:
_____

If company is a partnership, list the partner's full legal name(s):
_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:
_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1	**Name of person doing business with local governmental entity.**
2	☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4	**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ❑ Yes ❑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ❑ Yes ❑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ❑ Yes ❑ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY PLUS A CD OR FLASHDRIVE INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

This bid will be awarded by grouping. Each grouping will be awarded to one vendor, the lowest responsible, responsive bidder. Vendors must subtotal each grouping as well as grand total for the entire bid. If there is a % off, the unit price must be reflective of the % off

BID FORM
1311-016
Rebid of Water, Sewer, & Meter Parts

	WATER VALVE AND HYDRANTS GROUP-ALL FIRE HYDRANTS MUST BE EQUIPPED WITH ONE 4" MAIN STEAMER & TWO 2.5" STEAMERS					
	ACCEPTABLE BRANDS: WATEROUS & AMERICAN DARLING					
ITEM	**PARTS DESCRIPTION**	**QUANTITY**	**BRAND**	**UNIT PRICE**	**% DISCOUNT**	**EXTENDED PRICE**
1.	3' FIRE HYDRANT	4				
2.	4' FIRE HYDRANT	6				
3.	5' FIRE HYDRANT	10				
4.	5' VERTICIAL INLET HYDRANT	3				
5.	6" FIRE HYDRANT EXTENSION – WATEROUS	10				
6.	6" FIRE HYDRANT EXTENSION – AMERICAN DARLING	2				
7.	6" FIRE HYDRANT EXTENSION - MUELLER	10				
8.	6" FIRE HYDRANT EXTENSION – M & H	5				

9.	12" FIRE HYDRANT EXTENSION – WATEROUS	5				
10.	12" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5				
11.	12" FIRE HYDRANT EXTENSION – MUELLER	5				
12.	12" FIRE HYDRANT EXTENSION – M & H	5				
13.	18" FIRE HYDRANT EXTENSION – WATEROUS	5				
14.	18" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5				
15.	18" FIRE HYDRANT EXTENSION – MUELLER	5				
16.	18" FIRE HYDRANT EXTENSION – M & H	5				
17.	24" FIRE HYDRANT EXTENSION – WATEROUS	5				
18.	24" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5				
19.	24" FIRE HYDRANT EXTENSION – MUELLER	5				
20.	24" FIRE HYDRANT EXTENSION – M & H	5				
21.	SAFETY REPAIR KIT-M&H HYDRANT	5				
22.	SAFETY REPAIR KIT-MUELLER HYDRANT	5				
23.	SAFETY REPAIR KIT-WATEROUS HYDRANT	20				
24.	SAFETY REPAIR KIT – AMERICAN DARLING	2				
25.	MUELLER HYDRANT MAIN VALVE GASKET	20				
26.	WATEROUS HYDRANT MAIN VALVE GASKET	20				
27.	M&H HYDRANT MAIN VALVE GASKET	20				
28.	AMERICAN DARLING MAIN VALVE GASKET	2				
29.	18"-24" CI VALVE BOX	20				
30.	24"-36" CI VALVE BOX	20				
31.	48"-59" CI VALVE BOX	20				
32.	14"-CI VALVE BOX EXTENSION	20				

33.	2'-CI VALVE BOX EXT	15				
34.	2" VALVE BOX RISER	30				
35.	4" VALVE BOX RISER	30				
36.	6" VALVE BOX RISER	30				
37.	2 1/2 " WATEROUS HOSE NOZZLE	30				
38.	4" WATEROUS STEAMER NOZZLE	15				
39.	2 1/2" MUELLER HOSE NOZZLE	15				
40.	4" MUELLER STEAMER NOZZLE	10				
41.	2 1/2" M&H HOSE NOZZLE	30				
42.	4" M&H STEAMER NOZZLE	15				
43.	WATEROUS 5-1/4 BRONZE VALVE SEAT	20				
44.	MUELLER 5-1/4 BRONZE VALVE SEAT	10				
	ALL VALVES ARE REQUIRED TO HAVE A NON-RISING BRASS STEM, RESILIENT WEDGE, OPEN COUNTER CLOCKWISE FUSION EPOXY COATING					
	ACCEPTABLE BRANDS: MEULLER, M&H, WATEROUS					
45.	2" IP GATE VALVE (SQ. NUT)	6				
46.	6" MJ GATE VALVE	12				
47.	6" MJ X FL GATE VALVE	1				
48.	8" MJ GATE VALVE	6				
49.	12" MJ GATE VALVE	2				
50.	16" MJ Gate Valve	2				
51.	18" MJ Gate Valve	2				
52.	20" MJ Gate Valve	1				
53.	24" MJ Gate Valve	1				
	WATER VALVE AND HYDRANTS SUBTOTAL:					

WATER MAINTENANCE GROUP

	TAPPING SADDLES ALL TAPPING SADDLES MUST BE DOUBLE BAND EXCEPT FOR LINE ITEM #'S 54 & 55 – BRASS HINGED BOLT TYPE FOR STANDARD PVC BRASS C.C. OR I.P. ACCEPTABLE BRANDS: FORD, MCDONALD, CAMBRIDGE					
54.	2x3/4 BRONZE TAPPING SADDLE/BRASS HINGED BOLT TYPE FOR STANDARD PVC	10				
55.	2X1 BRONZE TAPPING SADDLE/BRASS HINGED BOLT TYPE FOR STANDARD PVC	6				
56.	4X3/4 BRONZE TAPPING SADDLE	1				
57.	4X1 BRONZE TAPPING SADDLE	1				
58.	4X2 BRONZE TAPPING SADDLE	1				
59.	6X3/4 BRONZE TAPPING SADDLE	12				
60.	6X1 BRONZE TAPPING SADDLE	12				
61.	6X1-1/2 BRONZE TAPPING SADDLE	12				
62.	6X2 BRONZE TAPPING SADDLE	12				
63.	8X3/4 BRONZE TAPPING SADDLE	24				
64.	8X1 BRONZE TAPPING SADDLE	24				
65.	8X1-1/2 BRONZE TAPPING SADDLE	24				
66.	8X2 BRONZE TAPPING SADDLE	24				
67.	12X3/4 BRONZE TAPPING SADDLE	24				
68.	12X1 BRONZE TAPPING SADDLE	24				
69.	12X1-1/2 BRONZE TAPPING SADDLE	24				

70.	12X2 BRONZE TAPPING SADDLE	24				
71.	16"X3/4" DOUBLE STRAP BRASS TAPPING SADDLE	12				
72.	16"X1" DOUBLE STRAP BRASS TAPPING SADDLE	12				
73.	16"X1 1/2" DOUBLE STRAP BRASS TAPPING SADDLE	12				
74.	16"X2" DOUBLE STRAP BRASS TAPPING SADDLE	12				
75.	20"X3/4" DOUBLE STRAP BRASS TAPPING SADDLE	4				
76.	20"X1" DOUBLE STRAP BRASS TAPPING SADDLE	4				
77.	20"X11/2" DOUBLE STRAP BRASS TAPPING SADDLE	4				
78.	20"X2" DOUBLE STRAP BRASS TAPPING SADDLE	4				
	ALL FITTINGS HAVE MINIMUM WORKING P.S.I. 250					
79.	6" MJ 90	2				
80.	6" MJ 45	2				
81.	6" MJ 22-1/2	2				
82.	6" MJ 11-1/4	2				
83.	6X24 ANCHOR COUPLING	10				
84.	ANCHOR 90	10				
85.	8" MJ90	2				
86.	8" MJ45	2				
87.	8"MJ 22-1/2	2				
88.	8" MJ 11-1/4	2				
89.	12" MJ 90	2				
90.	12" MJ 45	2				
91.	6" DI GLAND KIT	48				
92.	8" DI GLAND KIT	48				
93.	12" DI GLAND KIT	48				
94.	16" DI GLAND KIT	18				
95.	18" DI GLAND KIT	18				
96.	20" DI GLAND KIT	12				
97.	24" DI GLAND KIT	12				
98.	30" DI GLAND KIT	6				
99.	36" DI GLAND KIT	6				
100.	42" DI GLAND KIT	6				
101.	6" DI RETAINER GLAND KIT	48				
102.	8" DI RETAINER GLAND KIT	48				
103.	12" DI RETAINER GLAND KIT	24				
104.	16" DI RETAINER GLAND KIT	12				

105.	18" DI RETAINER GLAND KIT	8				
106.	20" DI RETAINER GLAND KIT	8				
107.	24" DI RETAINER GLAND KIT	8				
108.	30" DI RETAINER GLAND KIT	8				
109.	36" DI RETAINER GLAND KIT	8				
110.	42" DI RETAINER GLAND KIT	8				
111.	6" MJ PLUG	4				
112.	6" MJ CAP	4				
113.	8" MJ PLUG	4				
114.	8" MJ CAP	4				
115.	12" MJ PLUG	2				
116.	12" MJ CAP	2				
117.	6" MJ TEE	2				
118.	8" MJ TEE	2				
119.	12" MJ TEE	2				
120.	6" 2 BOLT HY MAX DRESSER COUPLING	24				
121.	8" 2 BOLT HY MAX DRESSER COUPLING	24				
122.	6X12 DI SLEEVE	24				
123.	8X12 DI SLEEVE	24				
124.	12X12 DI SLEEVE	24				
125.	16" DI SLEEVE	4				
126.	18" DI SLEEVE	4				
127.	20" DI SLEEVE	4				
128.	24" DI SLEEVE	4				
129.	30" DI SLEEVE	4				
130.	36" DI SLEEVE	4				
131.	42" DI SLEEVE	4				
132.	¾" BRASS TEE / NO LEAD	8				
133.	1" BRASS TEE / NO LEAD	8				
134.	1-1/2" BRASS TEE / NO LEAD	8				
135.	2" BRASS TEE / NO LEAD	8				
136.	2" X ALL BRASS NIPPLE / NO LEAD	20				
137.	1X4 BRASS NIPPLE / NO LEAD	20				
138.	1X6 BRASS NIPPLE / NO LEAD	20				
139.	2X4 BRASS NIPPLE / NO LEAD	20				
140.	2X6 BRASS NIPPLE / NO LEAD	20				
141.	¾ ALL BRASS NIPPLE / NO LEAD	20				
142.	¾X4 BRASS NIPPLE / NO LEAD	20				
143.	¾X6 BRASS NIPPLE / NO LEAD	20				
144.	1 X ALL BRASS NIPPLE / NO LEAD	20				
145.	1-1/2 ALL BRASS NIPPLE / NO LEAD	20				
146.	1-1/2X4 BRASS NIPPLE / NO LEAD	20				
147.	1-1/2X6 BRASS NIPPLE / NO LEAD	20				

148.	1” COMP X MIP ADAPTER / NO LEAD/GRIP JOINT NUT	20				
149.	1” COMP X FIP ADAPTER / NO LEAD/GRIP JOINT NUT	50				
150.	1” COMP X COMP 90 / NO LEAD/GRIP JOINT NUT	4				
151.	2” COMP X MIP ADAPTER / NO LEAD/GRIP JOINT NUT	20				
152.	2” COMP X FIP ADAPTER / NO LEAD/GRIP JOINT NUT	50				
153.	¾” COMP X COMP COUPLING / NO LEAD/GRIP JOINT NUT	50				
154.	¾” COMP X MIP ADAPTER / NO LEAD/GRIP JOINT NUT	25				
155.	COMP X FIP ADAPTER / NO LEAD/GRIP JOINT NUT	50				
156.	1” COMP X COMP COUPLING / NO LEAD/GRIP JOINT NUT	50				
157.	1-1/2” COMP X COMP COUPLING / NO LEAD/GRIP JOINT NUT	50				
158.	1-1/2” COMP X MIP ADAPTER / NO LEAD/GRIP JOINT NUT	50				
159.	1-1/2” COMP X FIP ADAPTER / NO LEAD/GRIP JOINT NUT	50				
160.	2” COMP X COMP COUPLING / NO LEAD/GRIP JOINT NUT	50				
161.	¾” BRASS COUPLING / NO LEAD	4				
162.	1” BRASS COUPLING / NO LEAD	4				
163.	1-1/2” BRASS COUPLING / NO LEAD	4				
164.	2” BRASS COUPLING / NO LEAD	20				
165.	¾ X ½ BRASS BUSHING / NO LEAD	2				
166.	1 X ½ BRASS BUSHING / NO LEAD	2				
167.	1 X ¾ BRASS BUSHING / NO LEAD	8				
168.	1-1/2 X ¾ BRASS BUSHING / NO LEAD	8				
169.	1-1/2 X 1 BRASS BUSHING / NO LEAD	12				
170.	1-1/2 X 1-1/4 BRASS BUSHING / NO LEAD	8				
171.	2 X ½ BRASS BUSHING / NO LEAD	8				
172.	2 X ¾ BRASS BUSHING / NO LEAD	8				
173.	2 X 1 BRASS BUSHING / NO LEAD	12				
174.	2 X 1-1/2 BRASS BUSHING / NO LEAD	12				
175.	3/4" CC BRASS PLUG / NO LEAD	24				
176.	3/4" IP BRASS PLUG / NO LEAD	24				
177.	1" CC BRASS PLUG / NO LEAD	24				
178.	1" IP BRASS PLUG / NO LEAD	24				

179.	1 1/2" CC BRASS PLUG / NO LEAD	10				
180.	1 1/2" IP BRASS PLUG / NO LEAD	10				
181.	2" CC BRASS PLUG / NO LEAD	24				
182.	2" IP BRASS PLUG / NO LEAD	24				
183.	2" COMP X IP CURB STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	6				
184.	¾ " COMP CORP BALL TYPE / NO LEAD/GRIP JOINT NUT	120				
185.	¾ " CORP IP X COMP BALL TYPE NO LEAD/GRIP JOINT NUT	40				
186.	1" COMP CORP BALL TYPE / NO LEAD/GRIP JOINT NUT	250				
187.	1-1/2" COMP CORP BALL TYPE / NO LEAD/GRIP JOINT NUT	20				
188.	2" COMP CORP BALL TYPE / NO LEAD/GRIP JOINT NUT	50				
189.	¾ " COMP ANGLE STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	120				
190.	1" COMP ANGLE STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	300				
191.	1-1/2" COMP ANGLE STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	20				
192.	2" COMP ANGLE STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINTNUT	50				
193.	¾ " COMP X 1P CURB STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	20				
194.	1" COMP X IP CURB STOP FULL PORT BALL TYPE / NO LEAD/GRIP JOINT NUT	20				
195.	8 X 15 AC FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25				
196.	12 X 15 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25				
197.	16 X 24 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	10				
198.	6 X 15 CI FULL CIRCLE CLAMP W/STAIN B OLTS & LUGS	25				

199.	6 X 15 AC FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25				
200.	8 X 15 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25				
	WATER PIPE/TUBING/PLASTIC WRAP & TAPE					
201.	6" CL200 PVC DR 14-GSK BLUE	240'				
202.	8" CL200 PVC DR 14-GSK BLUE	240'				
203.	12" CL150 PVC DR 18-GSK BLUE	240'				
204.	16" CL150 PVC DR 18 –GSK BLUE	120'				
205.	18" CL150 PVC DR18-GSK BLUE	80"				
206.	20" CL150 PVC DR18-GSK BLUE	80'				
207.	24" CL150 PVC DR18 – GSK BLUE	40'				
208.	30" DUCTILE IRON PIPE	40'				
209.	36" DUCTILE IRON PIPE	40'				
210.	¾ COPPER TUBING "K"	1500'				
211.	1" COPPER TUBING "K"	2000'				
212.	1-1/2 COPPER TUBING "K"	300'				
213.	2" COPPER TUBING "K"	400'				
214.	3/4" Poly Pipe 200 PSI Rating ENDOTRACE	1000'				
215.	1" Poly Pipe 200 PSI Rating ENDOTRACE	1500'				
216.	1 ½" Poly Pipe 200 PSI Rating ENDOTRACE	200'				
217.	2" Poly Pipe 200 PSI Rating ENDOTRACE	400'				
218.	¾" SS INS Stiffner CTS	200 each				
219.	1" SS INS Stiffner CTS	250 each				
220.	1 ½" SS INS Stiffner CTS	50 each				
221.	2" SS INS Stiffner CTS	100 each				
222.	PLASTIC PIPE WRAP	120 ROLLS				
223.	BLACK PLASTIC TAPE	10 CASES				
224.	1-1/4" 2 BOLT DRESSER	6				
225.	1-1/2" 2 BOLT DRESSER	20				
226.	2" 2 BOLT DRESSER	20				

	Philmac UTC Fittings					
227.	Size B	20				
228.	Size C	20				
229.	Size D	20				
230.	Size E	5				
231.	Size F	5				
232.	Size G	5				
233.	Size C to Size B	5				
234.	Size D to Size C	5				
235.	Size E to Size D	5				
236.	Size F to Size E	5				
	WATER MAINTENANCE GROUP SUBTOTAL					

SEWER MAINTENANCE

237.	24" X 2" MANHOLE RISER CONCRETE	40				
238.	30" X 2" MANHOLE RISER CONCRETE	40				
239.	32" X 2" MANHOLE RISER CONCRETE	40				
240.	4" SDR 35 PVC PIPE (GREEN)	400'				
241.	6" SDR 35 PVC PIPE (GREEN)	200'				
242.	8" SDR 35 PVC PIPE (GREEN)	100'				
243.	10" SDR 35 PVC PIPE (GREEN)	100'				
244.	12" SDR 35 PVC PIPE (GREEN)	100'				
245.	15" SDR 35 PVC PIPE (GREEN)	100'				
246.	4" SLIP COUPLING (GASKET)	50				
247.	6" SLIP COUPLING (GASKET)	10				
248.	8" SLIP COUPLING (GASKET)	10				
249.	10" SLIP COUPLING (GASKET)	10				
250.	6 X 4 TEE SDR 35 (GASKET)	5				
251.	8 X 4 TEE SDR 35 (GASKET)	5				

252.	10 X 4 TEE SDR 35 (GASKET)	5				
253.	4" GLUE COUPLING	50				
254.	4" SLIP 22 (GASKET)	50				
255.	4" SLIP 45 (GASKET)	50				
256.	4" SLIP STREET 22 (GASKET)	50				
257.	4" GLUE STREET 22	50				
258.	4" SLIP STREET 45 (GASKET)	50				
259.	4" GLUE STREET 45	50				
260.	4X4 SDR 35 WYE	50				
261.	SDR35 X SCH 40 REDUCER	40				
262.	15X4 RUBBER TEE (SADDLE)	20				
263.	15X4 RUBBER WYE (SADDLE)	10				
264.	4" PVC PLUG	30				
265.	6" PVC PLUG	20				
266.	8" PVC PLUG	20				
267.	4" EXPANDABLE PLUG	2				
268.	6" EXPANDABLE PLUG	2				
269.	8" EXPANDABLE PLUG	2				
270.	10" EXPANDABLE PLUG	2				
271.	CAST IRON CLEAN OUT	40				
272.	CAST IRON CLEAN OUT LID	40				
273.	4" RUBBER CAP	50				
274.	4" PVC-PVC CT ADAPTER	100				
275.	4" PVC-CLAY CT ADAPTER	50				
276.	6" PVC-PVC CT ADAPTER	50				
277.	6" PVC-CLAY CT ADAPTER	50				
278.	8" PVC-PVC CT ADAPTER	20				
279.	8" PVC-CLAY CT ADAPTER	20				
280.	10" PVC-PVC CT ADAPTER	20				
281.	10" PVC-CLAY CT ADAPTER	20				
282.	12" PVC-PVC CT ADAPTER	20				
283.	12" PVC-CLAY ADAPTER	10				
284.	24" 300 LB MANHOLE LID	15				
285.	24" 400 LB MANHOLE LID	15				
286.	24" 300 LB MANHOLE RING	15				
287.	24" 400 LB MANHOLE RING	15				
288.	24" 300 LB MANHOLE RING & LID	15				

289.	24" 400 LB MANHOLE RING & LID	15				
290.	30" 400 LB HINGED MANHOLE BH HM – 30 W/LOGO	15				
291.	32" HINGED MANHOLE LID PAMREX W/LOGO	15				
292.	JET PLUG CEMENT - 5 GALLON BUCKETS	100				
293.	HTH GRANULAR 5 LBS.	50				
294.	TRACING DYE –GREEN 16oz	10				
	SEWER MAINTENANCE GROUP SUBTOTAL					

METER MAINTENANCE

295.	1-1/2" METER FLANGE SET –NO LEAD	750				
296.	2" METER FLANGE SET /NO LEAD	750				
297.	¾ STRAIGHT METER COUPLING/ NO LEAD	750				
298.	1" STRAIGHT METER COUPLING/ NO LEAD	3000				
299.	¾ "X7" METER RISER / NO LEAD/BALL VALVES	100				
300.	¾ "X15" METER RISER /NO LEAD/BALL VALVES	100				
301.	1"X10" METER RISER / NO LEAD/BALL VALVES	100				
302.	1"X12" METER RISER /NO LEAD/BALL VALVES	100				
303.	1"X18" METER RISER /NO LEAD/BALL VALVES	50				
304.	1-1/2"X18" METER RISER / NO LEAD/BALL VALVES	10				
305.	14"X18" PLASTIC METER BOX	300				
306.	18"X24" METER BOX	200				

307.	2-1/2" FIRE HYDRANT METER GASKET	1000				
308.	1-1/2" METER GASKETS	1000				
309.	2" METER GASKETS	1000				
310.	¾" METER GASKETS	3000				
311.	1" METER GASKETS	7000				
312.	ADAPTER A34 / NO LEAD	300				
313.	2-1/2" BOLT SET / NO LEAD	200				
314.	2" DOUBLE CHECK VALVE WATTS 007M1QT2 (DOUBLE CHECK VALVE, BACKFLOW PREVENT) NO LEAD	200				
	METER LIDS					
315.	DFW-18AMRBLSBD-LID – SERIES F 12"X1-1/2" ID 11-3/8", OD 12-3/8" – Proread Plastic	2400				
316.	DFW-CILTR-LID SERIES F 20" X 1-1/2" ID 19-1/4", OD 20" – Proread Cast Iron	300				
317.	Fire Hydrant Meter Lock Clamp – 3"	300				
318.	Brooks Barrel Lock w/cap and weather seal-hardened steel "F" - P/N 6830000-1	300				
319.	Watt 007 Double Check Valve Repair Kits - 0887037	150				
320.	Watts 007M1 Double Check Valve Repair Kits. 0887192	150				
	METER MAINTENANCE GROUP SUBTOTAL					

OVERALL TOTAL=

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

Telephone Number: _____Fax:_____

E-mail address: _____

By: _____(print name) Cash Discount Terms:

_____

Title: _____Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

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

AGENDA ITEM #25.

CITY MANAGER'S OFFICE

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 5TH FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5106 · FAX 972.292.5122
WWW.FRISCOTEXAS.GOV

Memorandum

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

Thru: **George Purefoy, City Manager**

From: **Greg Ward, Deputy Chief Operations Bureau**

CC: **Todd Renshaw, Director of Public Safety**
John Bruce, Interim Chief of Police

Date: **1/11/2013**

Re: **Consider and Act Upon approving a Resolution authorizing the submission of a Grant Application with the Texas Department of Transportation for the Special Enforcement Traffic Program (STEP).**

Action Requested: Consider and Act on a Resolution authorizing the submission of a grant application between the State of Texas, acting by and through the Texas Department of Transportation and the City of Frisco for the 2013-2014 Special Traffic Enforcement Program (STEP) and authorizing application for the grant by the City Manager or his designee. The grant period is 10/01/2013 to 09/30/2014.

Background Information: The Texas Department of Transportation (TxDOT) is committed to the mission of identifying state traffic safety problems and implementing highly effective countermeasures to reduce the number and severity of traffic crashes in order to save lives and prevent serious injury. Through the authority of the Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan, funding allocations are allocated after an analysis of crash data and a determination of the most severe traffic safety problems. With funding allocations from TxDOT the Frisco Police Department has the objective to increase DWI, speeding, safety belt, and child safety seat enforcement. This request is for a renewal grant for an additional one year cycle beginning October 1, 2013 ending September 30, 2014. The total award of the grant is $133,778.49. The amount eligible for reimbursement from TxDOT is $105,869.24 (79.14%). The City is required a cash and non-cash match of $27,906.25 (20.86%).

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

Financial Considerations: There is cash and non-cash match of $27,906.25

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to apply for this grant. Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6150 or by email at gward@friscotexas.gov.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS ACCEPTING THE TERMS AND CONDITIONS OF A GRANT FROM THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRISCO FOR THE FISCAL YEAR 2013-2014 TEXAS TRAFFIC SAFETY PROGRAM; AUTHORIZING THE APPLICATION FOR THE GRANT BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the Texas Department of Transportation Texas Traffic Safety Program grant be operated for the 2013-2014 Fiscal Year; and

WHEREAS, City of Frisco agrees to provide the required matching funds for the said project as required by the Texas Department of Transportation grant; and

WHEREAS, The City of Frisco agrees that in the event of loss or misuse of the Texas Department of Transportation funds, The City of Frisco assures that the funds will be returned to the Texas Department of Transportation in full.

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

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

The City of Frisco approves application for this grant and continuation of the Special Traffic Enforcement Program for fiscal year 2013/2014.

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

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number __ID# 2014-FriscoPD-S-1YG-0062 (10/01/2013-09/30/2014)

Grant Application Title: Texas Traffic Safety Program

Texas Traffic Safety eGrants

Fiscal Year 2014

Organization Name: City of Frisco - Police Department

Legal Name: City of Frisco

Payee Identification Number: 17560005310007

Project Title:

ID: 2014-FriscoPD-S-1YG-0062

Period: 10/01/2013 to 09/30/2014

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	$88,325.00	$11,756.25	$100,081.25
(200)	Fringe Benefits:	$17,544.24	$0	$17,544.24
	Sub-Total:	$105,869.24	$11,756.25	$117,625.49
Category II - Other Direct Costs				
(300)	Travel:	$0	$16,150.00	$16,150.00
(400)	Equipment:	$0	$0	$0
(500)	Supplies:	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0
(700)	Other Miscellaneous:	$0	$0	$0
	Sub-Total:	$0	$16,150.00	$16,150.00
Total Direct Costs:		$105,869.24	$27,906.25	$133,775.49
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	$0	$0	$0
Summary				
	Total Labor Costs:	$105,869.24	$11,756.25	$117,625.49
	Total Direct Costs:	$0	$16,150.00	$16,150.00
	Total Indirect Costs:	$0	$0	$0
Grand Total		$105,869.24	$27,906.25	$133,775.49

	Fund Sources (Percent Share):	79.14%	20.86%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

AGENDA ITEM #26.

FRISCO
PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

Thru: **George Purefoy, City Manager**

From: **Nell Lange, Assistant City Manager**

Date: **January 10, 2013**

Subject: **Consider and Act Upon a Resolution Authorizing the City Manager or His Designee to Execute an Extension of the Agreement with Collin County for Lease Space in the George A. Purefoy Municipal Center**

Action Requested: City Council approval of an agreement with Collin County for lease space in the George A. Purefoy Municipal Center.

Background Information: The City entered the current agreement with Collin County for lease space, for the period beginning September 1, 2006 and expiring August 31, 2007. The base rate is to remain the same as it was based on the square footage and the debt sold to finance the building. The additional rent in Article 2.2 is being adjusted based on actual expenses for fiscal year 2012. The new cost is three and 96/100 dollars ($3.96) per square foot. The agreement went before the Commissioners Court on January 7, 2013 for their approval. The contract renewal will be from January 1, 2013 through December 31, 2013.

Board/ Citizen Input: None.

Alternatives: None.

Financial Considerations: The additional square footage is based on the actual expenses for FY 2012. Total rental revenue for the year will be $82,155 for the base rent and $25,568.64 for the additional rent for a total of $107,723.64.

Legal Review: The City Attorney approved the original agreement.

Supporting Documents: Resolution, copy of agreement.

COMMERCIAL LEASE

This Lease is made and entered into by and between the **CITY OF FRISCO, TEXAS, a Texas municipal corporation** organized under the laws of the State of Texas, referred to in this lease as "Lessor", and **COLLIN COUNTY, a Texas political subdivision**, referred to in this lease as "Lessee".

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the property described in **Exhibit "A"** attached to this lease, which is a portion of Frisco City Hall, generally being the west side of the second floor consisting of 5,477 square feet, more or less. These premises are referred to in this lease as "the premises" or "the leased premises." In addition, the County will be attributed 982 square feet as a pro-rata share of common space in the building.

ARTICLE 1. TERM AND TERMINATION

Term of Lease

1.1 The term of this lease shall commence on January 1, 2013, and shall terminate on December 31, 2013. This lease may be renewed or extended by the parties upon written mutual agreement following the negotiation of any changes.

Termination

1.2 Either Lessor or Lessee shall have the right to terminate this lease with no penalty by giving the other party sixty (60) days written notice. Any amounts pre-paid by Lessee as rent shall be returned to Lessee within thirty (30) days of the termination date in a pro-rated amount.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay Lessor as rent for the leased premises a base rent of fifteen dollars ($15.00) per square foot for the 5,477 square feet which totals the sum of eighty-two thousand one hundred fifty-five dollars ($82,155.00) per annum during the lease term payable in monthly installments in the amount of six thousand eight hundred forty-six and 25/100 dollars ($6,846.25) per month in advance, with any amount owed for a partial month being pro-rated.

Additional Rent

2.2 Lessee also agrees to pay Lessor as rent for the leased premises additional rent of three and 96/100 dollars ($3.96) per square foot for the 5,477 square

feet and the 982 square feet which totals the sum of twenty-five thousand five hundred sixty eight and 64/100 dollars ($25,568.64) per annum during the lease term payable in monthly installments in the amount of two thousand one hundred thirty and 72/100 dollars ($2,130.72) per month in advance, with any amount owed for a partial month being pro-rated, as Lessee's contribution to utilities, building maintenance, premises insurance and janitorial services.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee shall operate the leased premises for the purpose of public services, continuously during the term of this lease and shall not use the premises for a purpose that is not considered a public purpose by the central appraisal district. The Lessee also has the ability to utilize public meeting space in the building that is outside of the leased premises upon coordination with the Lessor. Lessee's hours of operation for public access are anticipated to be 8:00 a.m. to 5:00 p.m. weekdays, except that on Wednesdays Lessee will operate until 7:00 p.m. Lessee's employees shall have access to the leased premises during operating hours and at reasonable times before and after operating hours for opening setup and closing.

Waste, Nuisance, or Illegal Uses

3.2 Lessee shall not use, or permit the use of, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by the City of Frisco insurance policies. Collin County shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of Lessor, nor shall Collin County allow said unsafe purpose, including, but not limited to, the storage of any flammable materials, nor shall Collin County use any apparatus, machinery or device in or on said premises which shall make any noise or set up any vibration which can be detected by Lessor, or which shall in any way be a detriment to said building.

Parking

3.3 Lessee's employees, customers, guests and invitees shall have the right to park, without charge, during the term of this lease on the public parking surrounding the building, however Lessee's employees shall not park in the front rows or in spaces designated for visitors and shall follow the same policy's for parking as Lessor's employees.

[continued on following page]

ARTICLE 4. MAINTENANCE, SURRENDER AND HOLDOVER

Maintenance

4.1 Lessor shall maintain the leased premises and parking area in good condition, except that Lessee shall promptly make any repairs or replacements to the leased premises that are the result of damage caused by Lessee or Lessee's employees, agents, invitees, visitors or guests. Repairs and/or improvements made by Lessee must have Lessor's approval. If Lessee fails to make such repairs or replacements, Lessor, in its sole option, may, after proving ten (10) days written notice to Lessee, make such repairs or replacements and Lessee shall repay the costs incurred by Lessor as part of the next monthly rental payment due and owing, and failure to pay shall constitute and event of default.

Surrender

4.2 Lessee shall surrender the leased premises to Lessor at the expiration of this lease in good order, repair and condition, at least equal to the condition at the beginning of this lease, ordinary wear and tear excepted.

Holdover

4.3 Lessee shall vacate the leased premises immediately upon the expiration of the lease term or earlier termination of this lease. Lessee shall reimburse Lessor for and indemnify Lessor against all damages incurred by Lessor as a result of any delay by Lessee in vacating the leased premises. If Lessee does not vacate the leased premises upon the expiration of the lease term or earlier termination of this lease, Lessee's occupancy of the leased premises shall be a day-to-day tenancy, subject to all of the terms of this lease, except that the rent during the holdover period shall be increased to an amount which is one-and-one-half (1½) times the rent in effect on the expiration or termination of this lease, computed on a daily basis for each day of the holdover period, plus all additional sums due under this lease. This paragraph shall not be construed as Lessor's consent for Lessee to holdover or to extend this lease.

ARTICLE 5. HOLD HARMLESS

Hold Harmless Clause

5.1 Lessee agrees to indemnify and hold Lessor harmless, to the extent allowed by law, against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the leased premises or from its use of the leased premises, or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the leased premises, but Lessee shall not indemnify or hold harmless Lessor for its own negligence or willful

misconduct. In case of any action or proceeding brought against Lessor by reason of such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

ARTICLE 6. TELEPHONE CHARGES

Telephone Charges

6.1 Lessee shall be responsible for installing and maintaining its own telephone system and shall be solely responsible for paying its own telephone utilities. Lessee shall be responsible for coordinating with Lessor and obtaining Lessor's prior approval, for any wiring, cable or other technical alterations required to be made to the building or the leased premises for Lessee to receive telephone services.

ARTICLE 7. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

7.1 Lessee shall not make any structural alterations, additions, or improvements to the leased premises without the prior written consent of Lessor and Lessee may not remove improvements or any part thereof without the consent of the Lessor. Nonstructural alterations, additions, or improvements shall not require approval by Lessor.

Property of Lessor

7.2 All alterations, additions, or improvements made by Lessee which remain on the leased premises at the expiration or termination of this Lease shall become the property of Lessor.

ARTICLE 8. TRADE FIXTURES AND SIGNS

Trade Fixtures

8.1 Lessee shall have the right at all times to erect or install shelves or other trade fixtures in, on, or about the leased premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee shall have the right to remove all trade fixtures at the termination of this lease. Any trade fixtures that have not been removed by Lessee at the termination of this lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor.

Signs

8.2 Lessee shall not have the right to install, erect, place or maintain interior or exterior signs, unless the sign is approved in writing by Lessor prior to installation. Lessor shall have sole discretion in determining whether a sign may be installed, erected, placed or maintained.

ARTICLE 9. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

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

Casualty

9.2 This Lease shall not terminate upon a casualty, regardless of the amount of damage by fire, water leak or other casualty. Lessor shall not be required to make any repairs. The lease may be terminated by either party in writing if Lessor determines that it will not make any repairs.

ARTICLE 10. DEFAULT

Default by Lessee

10.1 If Lessee shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, Lessor shall have all remedies at law or equity to dispossess Lessee from the leased premises, recover damages and to allow Lessor to retake possession of the leased premises, including an action for forcible entry and detainer.

Waiver of Breach

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

ARTICLE 11. INSPECTION BY LESSOR

11.1 Lessee shall permit representatives and employees of Lessor to enter into and on the leased premises at all reasonable times for the purpose of inspection of the premises and conducting any services, maintenance, etc.

ARTICLE 12. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

12.1 Lessee may not sublet, assign, encumber, or otherwise transfer this lease or any right or interest in this lease or in the leased premises or the improvements on the leased premises.

Assignment by Lessor

12.2 Lessor may assign or transfer any or all of its interests under the terms of this lease provided that Lessor notifies such assignee of the contents of this Lease.

ARTICLE 13. MISCELLANEOUS

Notices and Addresses

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

Lessor: City of Frisco
George Purefoy, City Manager
6101 Frisco Square Blvd.
Frisco, TX 75034

Lessee: Collin County
_____
_____
_____

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

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

Texas Law to Apply

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

Legal Construction

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

Prior Agreements Superseded

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

Amendment

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

Rights and Remedies Cumulative

13.7 The rights and remedies provided by this lease 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.

Attorney's Fees and Costs

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

Force Majeure

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

Time of Essence

13.10 Time is of the essence of this lease.

The undersigned Lessor and Lessee execute this agreement on the date set forth below, at Frisco, Collin County, Texas.

EXECUTED to be effective the 1st day of January, 2013.

[execution page follows]

LESSOR:

THE CITY OF FRISCO, TEXAS,
a Texas corporation organized under the laws of the State of Texas

By: _____
George Purefoy, City Manager

Date Executed: _____

LESSEE:

COLLIN COUNTY, TEXAS

By: _____

Printed Name: _____

Date Executed: _____

EXHIBIT A
(Leased Premises Diagram and Details)

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 COMMERCIAL LEASE BY AND BETWEEN THE CITY OF FRISCO AND COLLIN COUNTY FOR CITY HALL; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Frisco has previously entered into an agreement with Collin County for lease space in City Hall; and

WHEREAS, Collin County and the City of Frisco desire to continue the agreement for lease space for the calendar year 2013; and

WHEREAS, the Commissioners Court has approved the new rate of $3.96 per square foot for additional rent and $15.00 per square foot for base rent.

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

Section 1. That all matters stated in the preamble of this resolution are true and correct and are hereby incorporated into the body of this resolution as if copied in their entirety.

Section 2. That the City Council hereby authorizes the City Manager to execute a lease agreement with Collin County for the period beginning January 1, 2013 and ending December 31, 2013.

Section 3. That this resolution is effective on the date of passage by the City Council.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this 15th day of January, 2013.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

AGENDA ITEM #27.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

To: Honorable Mayor and City Council

From: John Webb, Planning Manager, AICP *JW*

XC: George Purefoy, City Manager
John Lettelleir, AICP, Director of Development Services

Date: January 9, 2013

Subject: Planning & Zoning Commission Site Plan and Plat Approvals

In accordance with the Zoning and Subdivision Ordinances, the City Council may appeal the decision of the Planning & Zoning Commission regarding their action taken on any site plan or plat by submitting a written notice of appeal to Development Services. A favorable motion of four members of the City Council is required to appeal the decision of the Planning & Zoning Commission and to direct staff to submit a written notice of appeal on behalf of the City Council.

Following are the memos detailing the preliminary site plans, site plans, preliminary plats, final plats, replats, conveyance plats, and/or amended plats approved by the Planning & Zoning Commission at their January 8, 2013 meeting. All members were present.

DEVELOPMENT SERVICES

CITY OF FRISCO

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6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
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WWW.FRISCOTEXAS.GOV

January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Site Plan: Legacy West Addition (Taco Bell), Lot 3A, Block A (SPFP12-0040)
Owner(s): Ball Industries, Inc.

Description:
A restaurant with drive-through on one lot on 1.0± acres on the south side of Lebanon Road, 500± feet west of Legacy Drive. Zoned Planned Development-33-Business Center. Neighborhood #35. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Additions and/or alterations resulting from Engineering Services' review of the construction plans.
2. Staff approval of the landscape plans.
3. Staff approval of the façade plans.

This Site Plan will expire on 12-10-2014.

MW/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

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January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Final Plat: Richwoods Amenity Center, Block 1, Lot 1 (SPFP11-0033)
Owner(s): Richwoods Development, LLC

Description:
An amenity center on one lot on 4.0± acres on the west side of the intersection of Richwoods Drive and Kelmscot Drive. Zoned Planned Development-143-Patio Home with a Specific Use Permit (S-201) for Private Streets. Neighborhood #26. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JEkj

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	

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

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WWW.FRISCOTEXAS.GOV

January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Final Plat: Ablon at Frisco Bridges (SPFP11-0023)
Owner(s): Ablon at Frisco Bridges, LLC

Description:
252 multifamily units on one lot on 3.3± acres on a site bounded by Avenue of the Stars, Seei Circle, and Rifle Gap Road. Zoned Planned Development-196-Mixed Use. Neighborhood #35. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

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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January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Revised Site Plan: Lake Crossing, Block A, Lot 1 (SP12-0020)
Owner(s): Main FM 423, LLC.

Description:
A fitness center and a retail building on one lot on 3.6± acres on the east side of FM 423, 590± feet south of Main Street. Zoned Retail. Neighborhood #42. RC

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of the façade plan.
2. Staff approval of the landscape plan.
3. Additions and/or alterations resulting from Engineering Services' review of the construction plans.

This Revised Site Plan will expire on 12-10-2014.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO
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January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Final Plat: Richwoods, Phase Eleven A (FP12-0036)
Owner(s): Richwoods Development LLC.

Description:
23 Single Family-7 lots and three common area Homeowners' Association lots, on 10.6± acres on the southeast corner of Kelmscot Drive and Richwoods Drive. Zoned Planned Development-144-Single Family-8.5 and Planned Development-143-Patio Home with a Specific Use Permit (S-201) for Private Streets. Neighborhood #26. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/kj

cc:
Danny Carroll
Gary Hartwell
Mack Borchardt
Paul Knippel
Deanna Quigley
Umberto Allori
Michael Crain
Phillip Climer
Dudley Raymond
Jim Cottone
Michele Wood
Poly Birika
Steve Covington
Rick Wieland
Michelle Ortega

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January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Final Plat: Richwoods, Phase Ten (FP12-0035)
Owner(s): Richwoods Development LLC.

Description:
Three Single Family-8.5 lots, 36 Single Family-7 lots and four common area Homeowners' Association lots, on 10.6± acres on the southeast corner of Rolater Road and Daybreak Ridge Road. Zoned Planned Development-144-Single Family-8.5 and Planned Development-146-Single Family-7 with a Specific Use Permit (S-201) for Private Streets. Neighborhood #26. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

CITY OF FRISCO

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January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Final Plat: Richwoods, Phase Nine (FP12-0034)
Owner(s): Richwoods Development LLC.

Description:
16 Single Family-8.5 lots, 31 Single Family-7 lots and one common area Homeowners' Association lot, on 14.6± acres on the west side of Amalfi Drive, 120± feet south of Myatt Avenue. Zoned Planned Development-144-Single Family-8.5 and Planned Development-142-Single Family-7 with a Specific Use Permit (S-201) for Private Streets. Neighborhood #26. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/kj

cc:				
	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

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January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Final Plat: Highland Ridge Phase 2 (FP12-0033)
Owner(s): Pulte Homes of Texas, L.P.

Description:
53 Patio Home lots and two common area Homeowners' Association lots, on 22.9± acres on the northeast corner of Lone Star Ranch Parkway and FM 423. Zoned Patio Home. Neighborhood #37. RC

Result/Action:

Approved: 6-0
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	

FRISCO
DEVELOPMENT SERVICES

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January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Revised Conveyance Plat: SEC F.M. 423 & Old Newman, Block 'A', Lots 6 & 7 (CP12-0012)
Owner(s): 2275HT Investments, Troy Tuite and Franklin Hise

Description:
Two lots on 2.7± acres on the east side of FM 423, 420± feet south of Old Newman Road. Zoned Commercial-1. Neighborhood #42. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

AGENDA ITEM #28.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Ross Culbertson, Planner**

Date: **1/2/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Licensed Child Care Center and a Private School on one lot on 9.8± acres on the north side of Stonebrook Parkway, 855± feet west of Dallas Parkway. Zoned Planned Development-103-Single Family. Neighborhood #22. Case No. SUP12-0020**

Action Requested: City Council adoption of an Ordinance granting the Specific Use Permit for a Licensed Child Care Center and a Private School.

Background Information: On December 18, 2012, the City Council held a Public Hearing and approved the request by a vote of 6-0.

Board Review/Citizen Input: On November 13, 2012, the Planning & Zoning Commission held a public hearing and approved the request by a vote of 5-0, (Russell 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 December 19, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

FRISCO
DEVELOPMENT SERVICES

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6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 19, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, December 18, 2012

Public Hearing -
Specific Use Permit: St. Philips Episcopal Church, Block A, Lot 1 (SUP12-0020)
Owner(s): St. Philips Episcopal Church

Description:
A request for a Specific Use Permit for a Licensed Child Care Center and a Private School on one lot on 9.8± acres on the north side of Stonebrook Parkway, 855± feet west of Dallas Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-103-Single Family. Neighborhood #22.

Result/Action:

Approved: 6-0
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 LICENSED CHILD CARE CENTER AND A PRIVATE SCHOOL, LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF FRISCO AND IN THE JAMES BOLIN SURVEY, ABSTRACT NUMBER 32, COLLIN COUNTY, TEXAS, CONTAINING 9.8 ACRES OF LAND, MORE OR LESS; 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 Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") received a request from St. Philips Episcopal Church (the "Applicant"), for a Specific Use Permit for a Licensed Child Care Center and a Private School on 9.8 acres of land, more or less, situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas, attached hereto as **Exhibit "A"** and incorporated herein for all purposes; 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 the ordinance amendment have been given in the manner and form set forth by law, and public hearings have been held on the ordinance amendment and all other requirements of notice and completion of such amendment procedures have been fulfilled; 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 site plan, attached hereto as **Exhibit "B"** and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to grant the Specific Use Permit request herein, 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 Licensed Child Care Center and a Private School, which is zoned Planned Development-103-Single Family, subject to:

1. Maximum enrollment of one-hundred eighty-seven (187) children for the Licensed Child Care Center;
2. Maximum enrollment of one-hundred twenty (120) students for the Private School; and
3. Adherence the traffic flow pattern outlined in the Traffic Management Plan.

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 "Property"). 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, the Property shall be developed in compliance with the conditions expressly stated in the site plan, attached hereto as **Exhibit "B"**.

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 the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this _____ day of January, 2013.

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"
SUP12-0020

BEING a tract of land situated in the James Bolin Survey, Abstract 32, City of Frisco, Collin County, Texas, and being all of Block A, Lot 1 of St. Philips Episcopal Church, an Addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume 2012, Page 355, Plat Records, Collin County, Texas (PRCCT), and being more particularly described as follows:

BEGINNING at a point in the north line of Stonebrook Parkway (110' right-of-way), at the southeast corner of said St. Philips Episcopal Church addition, and lying in the west line of a tract of land as described in deed to Texas Univest-Frisco, LTD recorded under Clerk's File No. 93-0051249 DRCCT, said beginning point also lying in a circular curve to the right having a radius of 940.00 feet;

THENCE northwesterly, along the north line of said Stonebrook Parkway and said curve to the right, through a central angle of 29 degrees 19 minutes 04 seconds, an arc distance of 480.99 feet and having a chord which bears North 72 degrees 18 minutes 08 seconds West, 475.76 feet to a point of reverse curvature of a circular curve to the left having a radius of 2260.00 feet;

THENCE northwesterly, continuing along the north line of said Stonebrook Parkway and said curve to the left, through a central angle of 06 degrees 54 minutes 43 seconds, an arc distance of 272.64 feet and having a chord which bears North 61 degrees 05 minutes 58 seconds West, 272.47 feet to a point in the east line of the remainder portion of a tract of land as described in deed to Stonebrook Realty Investment Partners, LTD recorded under Clerk's File No. 20060126000107600 DRCCT;

THENCE North 07 degrees 48 minutes 10 seconds East, departing the north line of said Stonebrook Parkway, along the east line of said Stonebrook Realty Investment Partners tract, at 111.88 feet passing the north corner of said Stonebrook Realty Investment Partners tract, said point also lying in the east line of Wyndsor Pointe, an Addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 90, PRCCT, continuing along the east line of said Wyndsor Pointe, in all a distance of 586.48 feet to the northeast corner of said Wyndsor Pointe and lying in the south line of a tract of land as described in deed to Harvest Fund V, L.P. recorded under Clerk's File No. 20061221001796080 DRCCT;

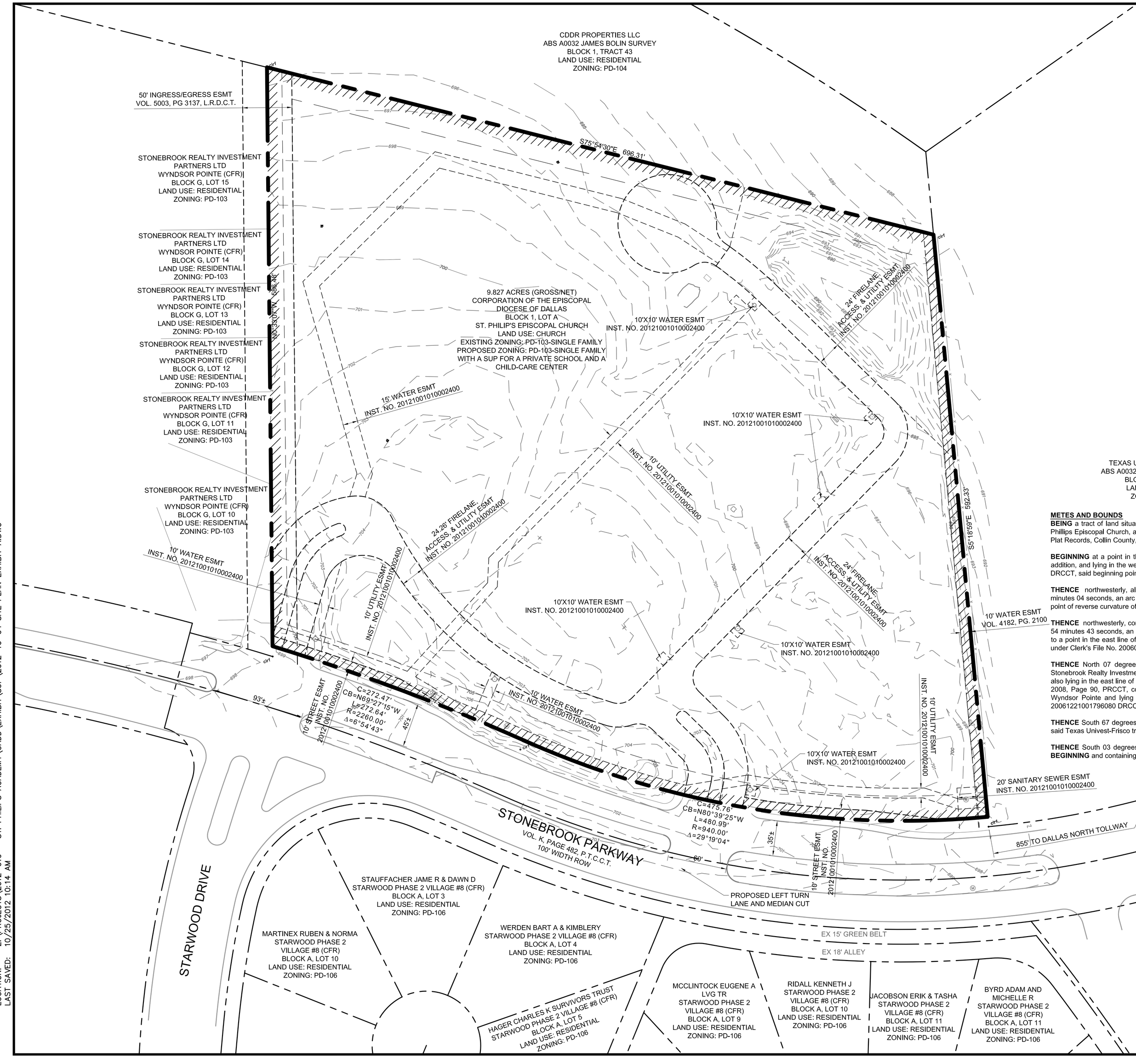
THENCE South 67 degrees 33 minutes 13 seconds East along the south line of said Harvest Fund V tract, 696.32 feet to the northwest corner of said Texas Univest-Frisco tract;

THENCE South 03 degrees 02 minutes 24 seconds West along the west line of said Texas Univest-Frisco tract, 592.33 feet to the **POINT OF BEGINNING** and containing 9.827 acres of land.

Exhibit "A-1"
SUP12-0020

SUP12-0020
St. Philips Episcopal Church
Block A, Lot 1

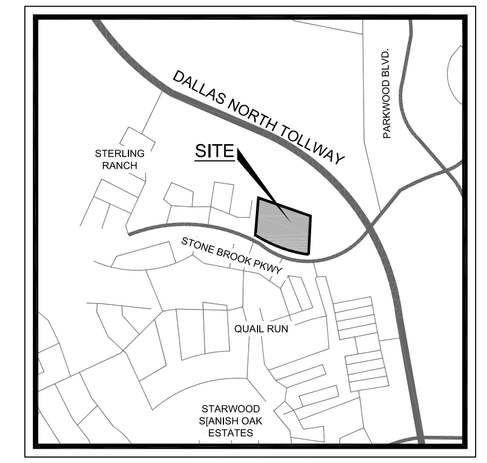




GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.



VICINITY MAP

FLOOPLAIN NOTE

ACCORDING TO MAP NO. 48085C0240J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (SHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

SITE DATA TABLE	
GROSS SITE ACREAGE	9.827 AC
NET SITE ACREAGE	9.827 AC

METES AND BOUNDS

BEING a tract of land situated in the James Bolin Survey, Abstract 32, City of Frisco, Collin County, Texas, and being all of Block A, Lot 1 of St. Phillips Episcopal Church, an Addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume 2012, Page 355, Plat Records, Collin County, Texas (PRCCT), and being more particularly described as follows:

BEGINNING at a point in the north line of Stonebrook Parkway (110' right-of-way), at the southeast corner of said St. Phillips Episcopal Church addition, and lying in the west line of a tract of land as described in deed to Texas Univest-Frisco, LTD recorded under Clerk's File No. 93-0051249 DRCCT, said beginning point also lying in a circular curve to the right having a radius of 940.00 feet;

THENCE northwesterly, along the north line of said Stonebrook Parkway and said curve to the right, through a central angle of 29 degrees 19 minutes 04 seconds, an arc distance of 480.99 feet and having a chord which bears North 72 degrees 18 minutes 08 seconds West, 475.76 feet to a point of reverse curvature of a circular curve to the left having a radius of 2260.00 feet;

THENCE northwesterly, continuing along the north line of said Stonebrook Parkway and said curve to the left, through a central angle of 06 degrees 54 minutes 43 seconds, an arc distance of 272.64 feet and having a chord which bears North 61 degrees 05 minutes 58 seconds West, 272.47 feet to a point in the east line of the remainder portion of a tract of land as described in deed to Stonebrook Realty Investment Partners, LTD recorded under Clerk's File No. 20060126000107600 DRCCT;

THENCE North 07 degrees 48 minutes 10 seconds East, departing the north line of said Stonebrook Parkway, along the east line of said Stonebrook Realty Investment Partners tract, at 111.88 feet passing the north corner of said Stonebrook Realty Investment Partners tract, said point also lying in the east line of Wyndsor Pointe, an Addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 90, PRCCT, continuing along the east line of said Wyndsor Pointe, in all a distance of 586.48 feet to the northeast corner of said Wyndsor Pointe and lying in the south line of a tract of land as described in deed to Harvest Fund V, L.P. recorded under Clerk's File No. 20061221001796080 DRCCT;

THENCE South 67 degrees 33 minutes 13 seconds East, along the south line of said Harvest Fund V tract, 696.32 feet to the northwest corner of said Texas Univest-Frisco tract;

THENCE South 03 degrees 02 minutes 24 seconds West, along the west line of said Texas Univest-Frisco tract, 592.33 feet to the **POINT OF BEGINNING** and containing 9.827 acres of land.

EXHIBIT A: SUP12-0020

OWNER:
ST. PHILIP'S EPISCOPAL CHURCH
6400 STONEBROOK PARKWAY
FRISCO, TX 75034
PH: 214.826.8310

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1105 CHEEK SPARGER RD, SUITE #1
COLLEYVILLE, TX 76034
PH: 817.281.0572

SURVEYOR:
SPARR SURVEYS
2553 C.R. 722
MCKINNEY, TX 75069
PH: 214.544.2297

LEGAL DESCRIPTION:
9.827 AC
LOT 1, BLOCK A
ST. PHILIP'S EPISCOPAL CHURCH

CITY:	STATE:	
FRISCO	TEXAS	
COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	JAMES BOLIN SURVEY	32

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1105 CHEEK SPARGER RD, SUITE #1
COLLEYVILLE, TX 76034
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 95813 Date 11/6/2012

ST. PHILIPS EPISCOPAL CHURCH
6400 STONEBROOK PKWY
FRISCO, TX 75034

No.	DATE	REVISION	BY

EXHIBIT A: SUP12-0020

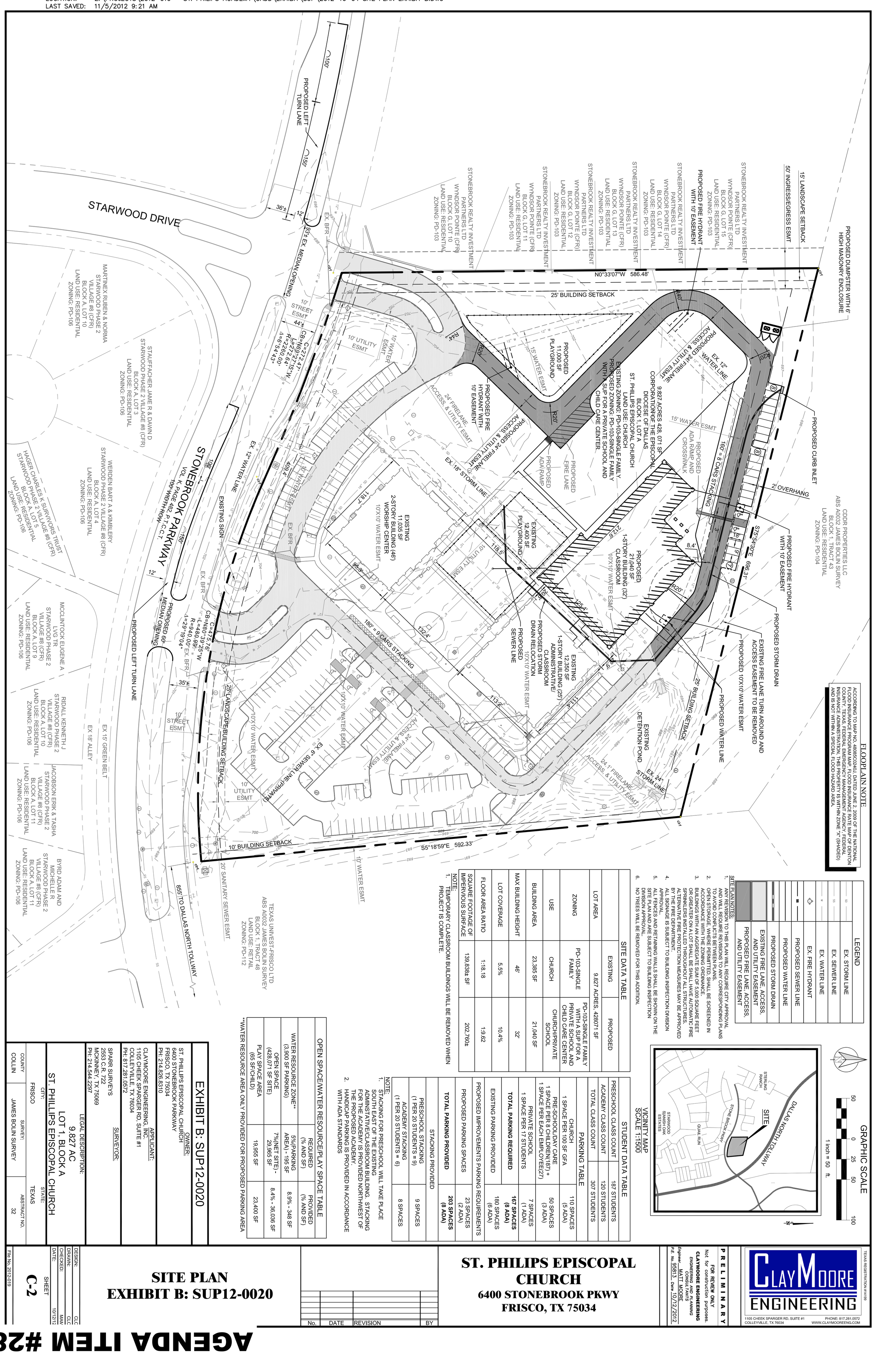
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CHECKED:	MAM
DATE:	11/06/12

SHEET
C-1

File No. 2012-019

PLOTTED BY: CLAY
PLOT DATE: 11/5/2012 9:32 AM
LOCATION: Z:\PROJECTS\2012-019 - ST. PHILIPS ACADEMY\CADD\EXHIBIT\SUP\2012-10-04 SITE PLAN EXHIBIT A.DWG
LAST SAVED: 10/25/2012 10:14 AM

PLOTTED BY: CLAY
PLOT DATE: 11/5/2012 9:44 AM
LOCATION: Z:\PROJECTS\2012-019 - ST. PHILIPS ACADEMY\CADD\EXHIBIT\SUP\2012-10-04 SITE PLAN EXHIBIT B.DWG
LAST SAVED: 11/5/2012 9:21 AM



FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0240J, DATED: JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS; FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION; THIS PROPERTY IS WITHIN ZONE 'X' (SHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

LEGEND	
EX. STORM LINE	SD
EX. SEWER LINE	SS
EX. WATER LINE	W
EX. FIRE HYDRANT	
PROPOSED SEWER LINE	SS
PROPOSED WATER LINE	
PROPOSED STORM DRAIN	
EXISTING FIRE LANE, ACCESS, AND UTILITY EASEMENT	
PROPOSED FIRE LANE, ACCESS, AND UTILITY EASEMENT	

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 ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL BE 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.
6. NO TREES WILL BE REMOVED FOR THIS ADDITION.

SITE DATA TABLE

	EXISTING	PROPOSED
LOT AREA	9.827 ACRES, 428071 SF	
ZONING	PD-103-SINGLE FAMILY	PD-103-SINGLE FAMILY WITH A SUP FOR A PRIVATE SCHOOL AND CHILD CARE CENTER
USE	CHURCH	CHURCH/PRIVATE SCHOOL
BUILDING AREA	23,385 SF	21,040 SF
MAX BUILDING HEIGHT	46'	32'
LOT COVERAGE	5.5%	10.4%
FLOOR AREA RATIO	1:18.18	1:9.62
SQUARE FOOTAGE OF IMPERVIOUS SURFACE	139,838± SF	202,760±

NOTE:
1. TEMPORARY CLASSROOM BUILDINGS WILL BE REMOVED WHEN PROJECT IS COMPLETE.

STUDENT DATA TABLE	
PRESCHOOL CLASS COUNT	187 STUDENTS
ACADEMY CLASS COUNT	120 STUDENTS
TOTAL CLASS COUNT	307 STUDENTS

PARKING TABLE	
CHURCH 1 SPACE PER 100 SF GFA	110 SPACES (5 ADA)
PRE-SCHOOL/DAY CARE 1 SPACE PER 8 CHILDREN(187) + 1 SPACE PER EACH EMPLOYEE(27)	50 SPACES (3 ADA)
PRIVATE SCHOOL 1 SPACE PER 17 STUDENTS	7 SPACES (1 ADA)
TOTAL PARKING REQUIRED	**167 SPACES (8 ADA)**
EXISTING PARKING PROVIDED	180 SPACES (6 ADA)
PROPOSED IMPROVEMENTS PARKING REQUIREMENTS	
PROPOSED PARKING SPACES	23 SPACES (2 ADA)
TOTAL PARKING PROVIDED	**203 SPACES (8 ADA)**

STACKING PROVIDED	
PRESCHOOL STACKING (1 PER 20 STUDENTS = 9)	9 SPACES
ACADEMY STACKING (1 PER 20 STUDENTS = 6)	8 SPACES

NOTE:
1. STACKING FOR PRESCHOOL WILL TAKE PLACE SOUTH EAST OF THE EXISTING ADMINSTATIVE/CLASSROOM BUILDING. STACKING FOR THE ACADEMY IS PROVIDED NORTHWEST OF THE PROPOSED ACADEMY.
2. HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

OPEN SPACE/WATER RESOURCE/PLAY SPACE TABLE		
	REQUIRED (% AND SF)	PROVIDED (% AND SF)
WATER RESOURCE ZONE*** (3,900 SF PARKING)	5%(PARKING AREA) - 195 SF	8.9% - 348 SF
OPEN SPACE (428,071 SF SITE)	7%(NET SITE) - 29,965 SF	8.4% - 36,036 SF
PLAY SPACE AREA (65 SF/CHILD)	19,955 SF	23,400 SF

***WATER RESOURCE AREA ONLY PROVIDED FOR PROPOSED PARKING AREA

VICINITY MAP
SCALE 1:1500

GRAPHIC SCALE
50 0 25 50 100
1 Inch = 50 ft.

EXHIBIT B: SUP12-0020

OWNER:
ST. PHILLIPS EPISCOPAL CHURCH
6400 STONEBROOK PARKWAY
FRISCO, TX 75034
PH: 214.826.8310

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1105 CHEEK SPARGER RD. SUITE #1
COLLEYVILLE, TX 76034
PH: 817.281.0572

SURVEYOR:
SPARR SURVEYS
2553 C.R. 722
MCKINNEY, TX 75069
PH: 214.544.2297

LEGAL DESCRIPTION:
9.827 AC
LOT 1, BLOCK A
ST. PHILLIPS EPISCOPAL CHURCH

CITY:	STATE:
FRISCO	TEXAS
COUNTY:	SURVEY:
COLLIN	JAMES BOLIN SURVEY
	ABSTRACT NO. 32

SITE PLAN
EXHIBIT B: SUP12-0020

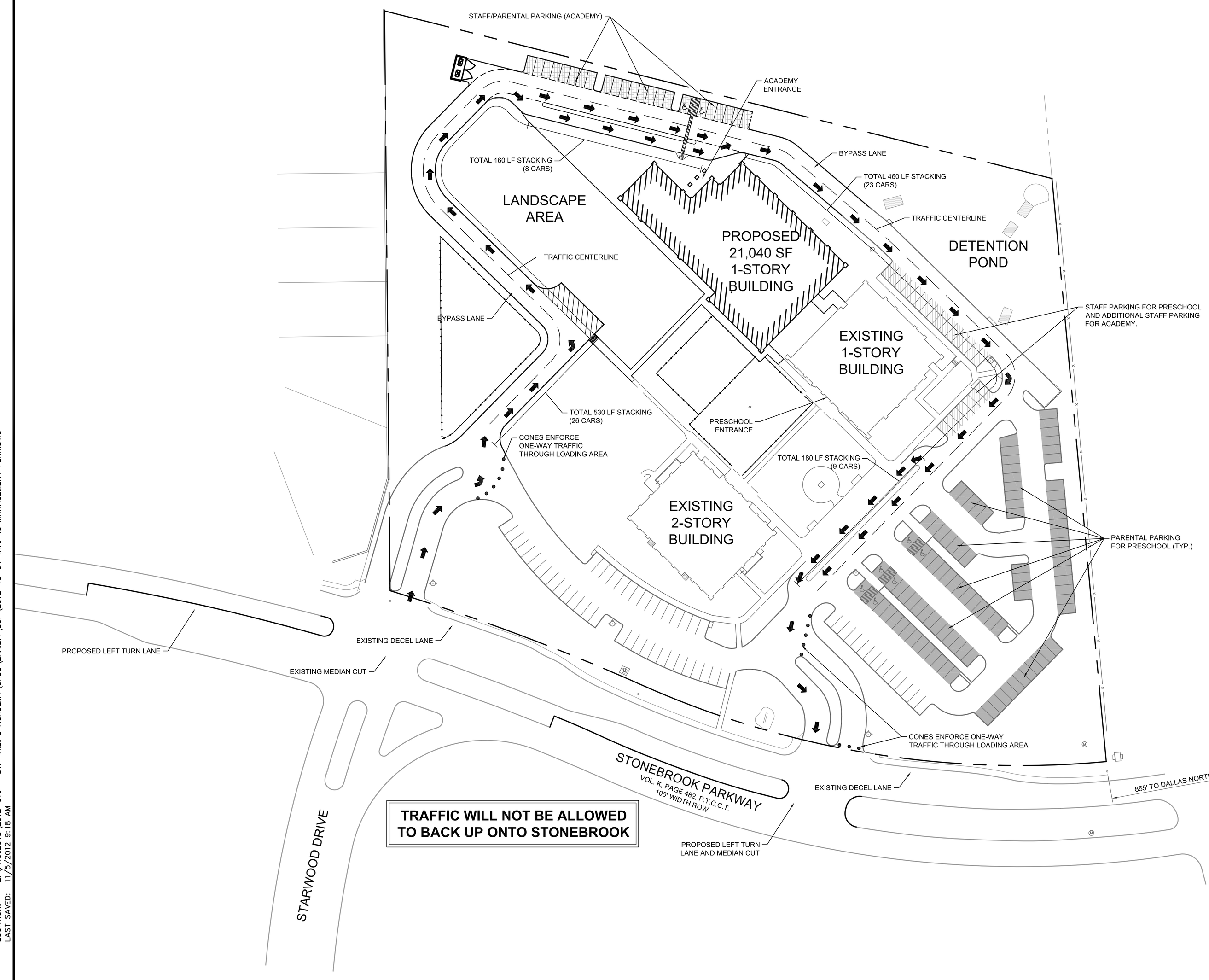
No.	DATE	REVISION	BY

ST. PHILIPS EPISCOPAL CHURCH
6400 STONEBROOK PKWY
FRISCO, TX 75034

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 95813 Date 10/12/2012

CLAYMOORE ENGINEERING
TEXAS REGISTRATION #14199
1105 CHEEK SPARGER RD. SUITE #1
COLLEYVILLE, TX 76034
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

DESIGN: CLC
DRAWN: CLC
CHECKED: MAM
DATE: 10/12/12
SHEET
C-2
File No. 2012-019



GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.

SITE DATA TABLE		
PRESCHOOL CLASS COUNT	187 STUDENTS	
ACADEMY CLASS COUNT	120 STUDENTS	
TOTAL CLASS COUNT	307 STUDENTS	
ARRIVAL DEPARTURE INFORMATION	AM (ARRIVAL)	PM (DEPARTURE)
ACADEMY	8:15 AM	2:45 PM
PRESCHOOL	8:30 AM	2:30 PM

DROP-OFF/PICK-UP TIMES MAY VARY IN RESPONSE TO CONDITIONS. MINIMUM 2 PICK-UP TIME PERIODS

PARKING TABLE	
CHURCH 1 SPACE PER 100 SF GFA	110 SPACES (5 ADA)
PRE-SCHOOL/DAY CARE 1 SPACE PER 8 CHILDREN(187) + 1 SPACE PER EACH EMPLOYEE(27)	50 SPACES (2 ADA)
PRIVATE SCHOOL 1 SPACE PER 17 STUDENTS	7 SPACES (1 ADA)
TOTAL PARKING REQUIRED	**168 SPACES (8 ADA)**
EXISTING PARKING PROVIDED	180 SPACES (6 ADA)
PROPOSED IMPROVEMENTS PARKING REQUIREMENTS	
PROPOSED PARKING SPACES	23 SPACES (2 ADA)
TOTAL PARKING PROVIDED	**203 SPACES (8 ADA)**
STACKING PROVIDED	
PRESCHOOL STACKING (1 PER 20 STUDENTS = 9)	9 SPACES
ACADEMY STACKING (1 PER 20 STUDENTS = 6)	8 SPACES

NOTES

1. STACKING FOR PRESCHOOL WILL TAKE PLACE SOUTH EAST OF THE EXISTING ADMINSTATIVE/CLASSROOM BUILDING. STACKING FOR THE ACADEMY IS PROVIDED NORTHWEST OF THE PROPOSED ACADEMY.
2. PRE-SCHOOL PARENTS ARE REQUIRED TO TAKE CHILDREN INSIDE AND SIGN THEM IN.

TEXAS REGISTRATION #14199

CLAYMOORE ENGINEERING

1101 CHERK SPARGER RD, SUITE #1
COLLEYVILLE, TX 76034

PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS

Engineer MATT MOORE
P.E. No. 95813 Date 11/6/2012

ST. PHILIPS
FRISCO, TX

No.	DATE	REVISION	BY

TRAFFIC MANAGEMENT PLAN SUP12-0020

DESIGN:	CLC
DRAWN:	CLC
CHECKED:	MAM
DATE:	11/6/2012

SHEET
C-4

File No.

PLOTTED BY: CLAY
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LOCATION: Z:\PROJECTS\2012-019 - ST. PHILIPS ACADEMY\CADD\EXHIBIT\SUP\2012-10-04 TRAFFIC MANAGEMENT PLAN.DWG
LAST SAVED: 11/5/2012 9:18 AM

AGENDA ITEM #29.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/2/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance rezoning 1.2± acres on the southwest corner of Wade Boulevard and Esther Way from Industrial to Commercial-2. Neighborhood #23. Zoning Case No. Z12-0025.**

Action Requested: City Council adoption of an Ordinance changing the zoning.

Background Information: On December 18th, the City Council held a public hearing and directed staff to prepare an Ordinance by a vote of 6-0.

Board Review/Citizen Input: On November 13th, the Planning & Zoning Commission held a public hearing and voted 5-0 to recommend approval of the request.

Alternatives: The City Council may:
- Approve the Ordinance;
- Approve the Ordinance with modifications;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:
- City Council Outcome Memo dated December 19, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO
GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 19, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, December 18, 2012

Public Hearing - Zoning: Fingerprints (Z12-0025)
Owner(s): Max Partners, Ltd.

Description:
A request to rezone 1.2± acres on the southwest corner of Wade Boulevard and Esther Way from Industrial to Commercial-2 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Neighborhood #23.

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

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 1.2 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JAMES BOLIN SURVEY, ABSTRACT NO. 32, CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED INDUSTRIAL (I) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF COMMERCIAL-2 (C-2); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, Fingerprints Private School (the "Applicant"), initiated a request to rezone 1.2 acres of land, more or less, situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas, and being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated 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 hereby amended as follows. The zoning designation of the below-described property containing 1.2 acres of land, more or less, situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Commercial-2. The Property as a whole and the boundaries are more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on **Exhibit "A-1"** attached hereto.

Except as amended by this Ordinance, the development of the Property must comply with the requirement of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and

remedies available to it pursuant to local, state, and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 15th day of January, 2013.

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"

EXHIBIT A: Z # 12-0025

BEING a tract of land out of the JAMES BOLIN SURVEY, Abstract No. 32, in the City of Frisco, Collin County, Texas, being part of the 66.345 acre tract of land described in deed to Mathesa (I), Ltd., recorded in Volume 4604, Page 1895 of the Land Records of Collin County, Texas, being part of Lot 3 of the conveyance plat of Lakeside Office Park at Preston-Wade, Phase 2, Lots 1,2 and 3, Block A, an addition to the City of Frisco according to the plat thereof recorded in Cabinet O, Page 397 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at 5/8" iron rod founding the south right-of-way line of Wade Boulevard (100' ROW) as dedicated to the City of Frisco, recorded in Volume 4796, Page 2630 of the Land Records of Collin County, Texas, said iron rod being the northwest corner of said Lot 3 and the beginning of a curve to the right having a central angle of 08°20'36", a radius of 1750.00 feet and a chord bearing and distance of North 85°03'51" East, 254.60 feet;

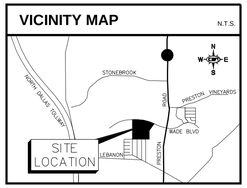
THENCE with said south right-of-way line, the following courses and distances to wit:
Northeasterly, with said curve, an arc distance of 254.83 feet to a 5/8" iron rod found;
North 89°14'09" East, a distance of 25.15 feet to a 5/8" iron rod set;

THENCE leaving the south right-of-way line of said Wade Boulevard, the following courses and distances to wit:
South 00°45'51"' East, a distance of 220.92 feet to a 5/8" iron rod set;
South 89°33'24" West, a distance of 208.74 feet to a 5/8" iron rod set in the west line of said Lot 3;

THENCE with said west line, the following courses and distances to wit:
North 04°44'25" East, a distance of 43.82 feet to a 5/8" iron rod set;
North 23°53'56" West, a distance of 171.29 feet to the **POINT OF BEGININNING** and containing 1.184 acres of land.

Exhibit "A-1"
Location Map





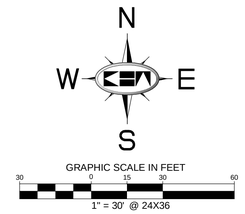


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EXHIBIT A: Z # 12-0025
FINGERPRINTS PRIVATE SCHOOL
LAKESIDE OFFICE PARK
AT PRESTON-WADE #2
BLOCK A, LOT 5
BEING 1.18 ACRES OUT OF THE
JAMES BOLIN SURVEY ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER/APPLICANT:
MAX PARTNERS, LTD.
6404 BLACKTREE DR
PLANO, TX 75093-8019
PH. # (972) 345-8455

SURVEYOR:
KIMLEY-HORN AND ASSOC.
5750 GENESIS COURT
SUITE 200
FRISCO, TX. 75034
PH. # 972-335-3580
CONTACT: DANA BROWN

No.	DATE	REVISION DESCRIPTION
1		.

Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	DKK	DKK	11/06/2012	068114000	1 OF 1

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DWG NAME: K:\FRI_CIVIL\068114000-FINGER PRINTS\DWG\EXHIBIT\TSZONING EXHIBIT A.DWG PLOTTED BY: MULLINIX, JUDD 11/6/2012 8:58 AM LAST SAVED 11/6/2012 8:58 AM

AGENDA ITEM #30.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/2/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance amending a Specific Use Permit for a Licensed Child Care Center on one lot on 1.2± acres on the southwest corner of Wade Boulevard and Esther Way. Neighborhood #23. Case No. SUP12-0021.**

Action Requested: City Council adoption of an Ordinance amending the Specific Use Permit.

Background Information: On December 18th, the City Council held a public hearing and directed staff to prepare an Ordinance by a vote of 6-0.

Board Review/Citizen Input: On November 13th, the Planning & Zoning Commission held a public hearing and voted 5-0 to recommend approval of the request.

Alternatives: The City Council may:
- Approve the Ordinance;
- Approve the Ordinance with modifications;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:
- City Council Outcome Memo dated December 19, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

FRISCO

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 19, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, December 18, 2012

Public Hearing - Specific Use Permit: Fingerprints (SUP12-0021)
Owner(s): Max Partners, Ltd.

Description:
A request to amend a Specific Use Permit for a Licensed Child Care Center on one lot on 1.2± acres on the southwest corner of Wade Boulevard and Esther Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Proposed Zoning Commercial-2 (Companion Agenda Item Z12-0025). Neighborhood #23.

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

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, AMENDING A SPECIFIC USE PERMIT FOR A LICENSED CHILD CARE CENTER, LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF FRISCO AND IN THE JAMES BOLIN SURVEY, ABSTRACT NUMBER 32, COLLIN COUNTY, TEXAS, CONTAINING 1.2 ACRES OF LAND, MORE OR LESS; 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 Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, Fingerprints Private School (the "Applicant"), initiated a request to amend a Specific Use Permit for a Licensed Child Care Center on 1.2 acres of land, more or less, situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas ("Frisco"), attached hereto as **Exhibit "A"** and incorporated herein for all purposes; 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 the ordinance amendment have been given in the manner and form set forth by law, and public hearings have been held on the ordinance amendment and all other requirements of notice and completion of such amendment procedures have been fulfilled; 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 site plan, attached hereto as **Exhibit "B"** and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to grant the Specific Use Permit herein,

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 Licensed Child Care Center, which is zoned Commercial-2, subject to:

1. Maximum enrollment of 105 children; and
2. Adherence to the traffic flow pattern outlined in the Traffic Circulation Study as depicted on **Exhibit "C"** and incorporated herein for all purposes.

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 "Property"). 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, the Property shall be developed in compliance with the conditions expressly stated in the site plan, attached hereto as **Exhibit "B"**.

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 15th day of January, 2013.

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"
SUP12-0021

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Exhibit "A-1"
SUP12-0021



EXHIBIT A: SUP # 12-0021
FINGERPRINTS PRIVATE SCHOOL
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VICINITY MAP N.T.S.

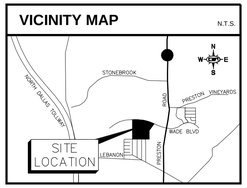


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AT PRESTON-WADE #2
BLOCK A, LOT 5
BEING 1.18 ACRES OUT OF THE
JAMES BOLIN SURVEY ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER/APPLICANT:
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6404 BLACKTREE DR
PLANO, TX 75093-8019
PH. # (972) 345-8455

SURVEYOR:
KIMLEY-HORN AND ASSOC.
5750 GENESIS COURT
SUITE 200
FRISCO, TX. 75034
PH. # 972-335-3580
CONTACT: DANA BROWN

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Scale	Drawn by	Checked by	Date	Project No.	Sheet
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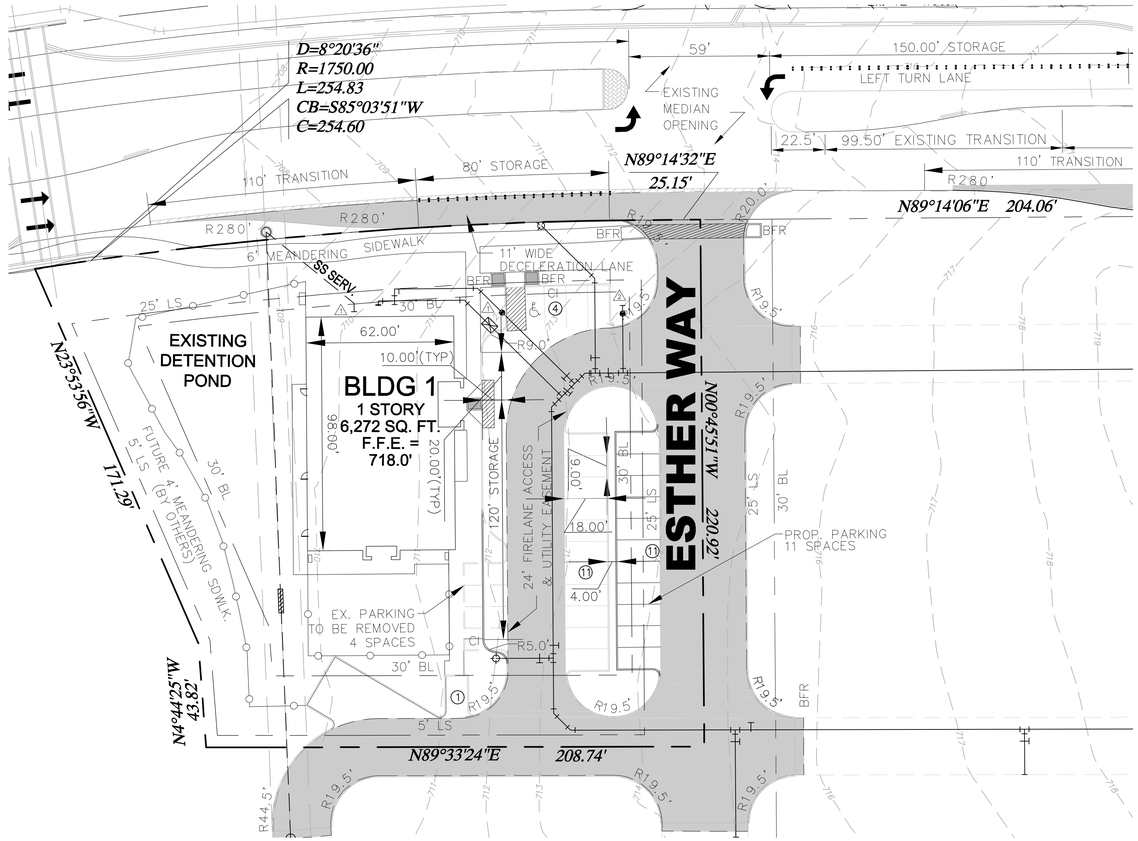
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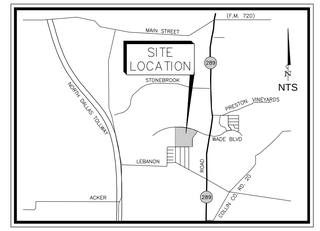
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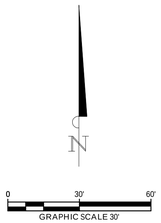
without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpo

XREF xrefl - XREF-sitedev-version3 - XREF xs-mabo - XREF XSI-MOBIL - XREF XSI-SANF - XREF XSI-SCHOOL - XREF XSTM - XREF XTOPO - XREF-site SUP-2012 - XREF-ROads - XREF x2438 - new - XREF X-STM-LOT-5-6 - XREF XHATCH - XREF XU
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LOCATION MAP





FLOOD STATEMENT:
ACCORDING TO COMMUNITY PANEL NO . 48085C0245 J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

SITE DATA SUMMARY TABLE

	LOT 6
ZONING / PROPOSED USE	C-2/SUP FOR DAY CARE
LOT AREA / SQ. FT. AND AC	51,400 SQ. FT. 1.18 AC
BUILDING AREA (ALL BUILDINGS) (gross square footage)	6,272 SQ. FT.
BUILDING HEIGHT (feet and number of stories)	1 STORY, 30'
LOT COVERAGE	12.20%
FLOOR AREA RATIO (for non-residential zoning)	0.13:1
TOTAL PARKING REQUIRED (105 pupils) (11 teachers)	25 SPACES (1 per 8 pupils) (1 per 1 teacher)
TOTAL STACKING REQUIRED (20' per 20 pupils)	120 FT
TOTAL PARKING PROVIDED	27 SPACES
TOTAL STACKING PROVIDED	120 FT
TOTAL HANDICAP REQUIRED	1 SPACES
TOTAL HANDICAP PROVIDED	1 SPACES
INTERIOR LANDSCAPING REQUIRED (15' per parking space)	405 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	2,369 SQ. FT. (4.6%)
SQ. FT. IMPERVIOUS SURFACE	29,524 SQ. FT.
USABLE OPEN SPACE REQUIRED (7.0%)	3,598 SQ. FT.
USABLE OPEN SPACE PROVIDED	13,187 SQ. FT. (26%)
OUTDOOR PLAYSPACE REQUIRED (65 SQ. FT. PER CHILD)	6,825 SQ. FT.
OUTDOOR PLAYSPACE PROVIDED	7,890 SQ. FT.

LEGEND

(4)	NUMBER OF PARKING SPACES
R19.5'	RADIUS
B–B	BACK OF CURB - BACK OF CURB
BFR	BARRIER FREE RAMP
SW	SIDEWALK
LS	LANDSCAPE SETBACK
BL	BUILDING LINE / SETBACK
CI	STORM SEWER CURB INLET
AD	STORM SEWER AREA DRAIN

TREE PROTECTION NOTE

NO PROTECTED TREES EXIST ON THIS SITE

CITY OF FRISCO SITE PLAN NOTES

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICT 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 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.

BENCHMARKS

BENCHMARK NO. 1
SQUARE ON INLET ON NORTH SIDE OF WADE BOULEVARD, 1100' WEST OF PRESTON ROAD
ELEV. 714.50

BENCHMARK NO. 2
SQUARE ON INLET ON WEST SIDE OF PRESTON ROAD, 100' NORTH OF WADE BOULEVARD
ELEV. 712.74

BENCHMARK NO. 3
SQUARE ON INLET ON WEST SIDE OF PRESTON ROAD, 100' NORTH OF THE NORTHEAST PROPERTY CORNER.
ELEV. 710.06

NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE

2. ALL RADII ARE 2.0' UNLESS NOTED OTHERWISE

3. CONTRACTOR TO VERIFY T.A.S. COMPLIANCE. FOR ANY QUESTION CONTACT CIVIL ENGINEER IMMEDIATELY.

4. ALL FIRE HYDRANTS ARE TO BE IN A 10' x 10' WATER EASEMENT.

5. ALL DOMESTIC AND IRRIGATION WATER SERVICES ARE TO BE IN A 10' x 10' WATER EASEMENT.

6. TYPICAL STACKING SPACE SIZE IS 20'X10'

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	SAN. SEW
1	DOMESTIC	2"	1	1 - 6"
2	IRRIGATION	2"	1	N/A

EXHIBIT B, SUP NO. 12-0021
FINGER PRINTS PRIVATE SCHOOL
BEING 1.18 ACRES OUT OF
JAMES BOLIN SURVEY ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER/APPLICANT:
MAX PARTNERS LTD
6404 BLACKTREE DR
PLANO, TX 75093–8019
PH. # (972) 345–8455

ENGINEER:
KIMLEY–HORN AND ASSOC.
5750 GENESIS COURT
SUITE 200
FRISCO, TX. 75034
PH. # 972–335–3580
CONTACT: DAVID KOCHALKA
FIRM NO. F–928

SURVEYOR:
KIMLEY–HORN AND ASSOC.
5750 GENESIS COURT
SUITE 200
FRISCO, TX. 75034
PH. # 972–335–3580
CONTACT: DANA BROWN

Kimley-Horn and Associates, Inc.
5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENG

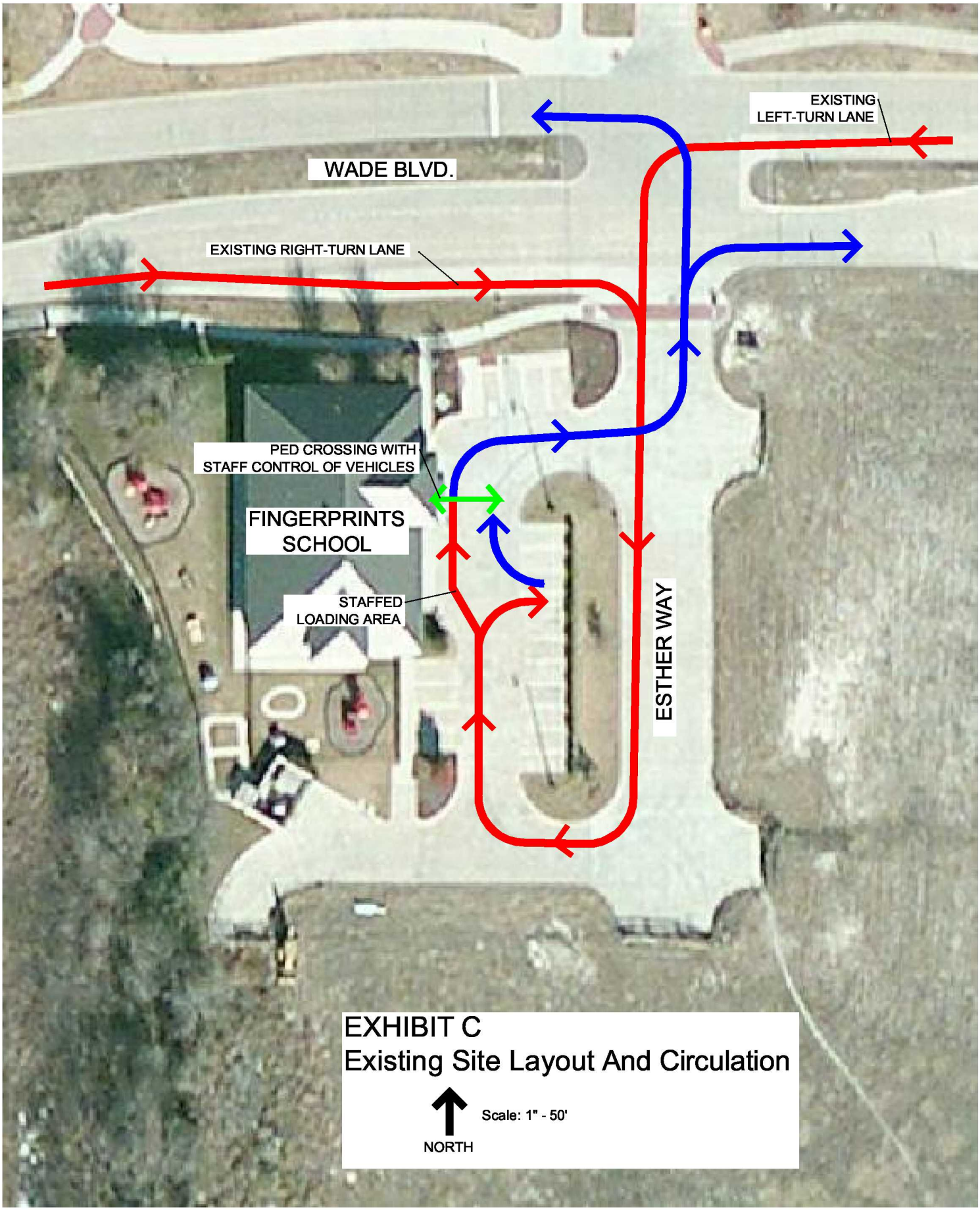
PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn and Associates, Inc.
Engineer DAVID K. KOCHALKA
P.E. No. 87781 Date 11/06/2012

KHA PROJECT	068114002
DATE	11/06/2012
SCALE	AS SHOWN
DESIGNED BY	DKK
DRAWN BY	JCM
CHECKED BY	DKK

FINGER PRINTS
PRIVATE SCHOOL
FRISCO, TEXAS

SUP EXHIBIT "B"

SHEET NUMBER
EX-B


EXISTING
LEFT-TURN LANE
WADE BLVD.
EXISTING RIGHT-TURN LANE
PED CROSSING WITH
STAFF CONTROL OF VEHICLES
FINGERPRINTS
SCHOOL
STAFFED
LOADING AREA
ESTHER WAY
EXHIBIT C
Existing Site Layout And Circulation
NORTH
Scale: 1" - 50'

AGENDA ITEM #31.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/2/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance renaming Rockhill Road to Rockhill Parkway from Doe Creek Road to FM 423 and from Preston Road to Coit Road. STRE12-0001.**

Action Requested: City Council adoption of an Ordinance renaming Rockhill Road to Rockhill Parkway.

Background Information: Denton County officials made us aware of a duplicate street name, Rockhill Road, in unincorporated Denton County. In order to avoid conflicts with emergency response, changing the name to Rockhill Parkway is acceptable to Denton County officials. If all of the properties had been annexed into the City, this would not be a concern for Denton County because they would not be responsible for responding to 911 calls.

Board Review/Citizen Input: Property owners along both stretches of Rockhill Road were notified and encouraged to submit comments. One response in favor of the change was received.

Alternatives: The City Council could choose not to adopt the Ordinance, therefore not changing the street name.

Financial Considerations: Replacement cost of street name blades to be determined.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:

- Ordinance.

Recommendation: Recommended for adoption.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, CHANGING THE NAME OF ROCKHILL ROAD TO ROCKHILL PARKWAY, BETWEEN PRESTON ROAD AND COIT ROAD AND BETWEEN DOE CREEK ROAD AND FM 423; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR SEVERABILITY, SAVINGS & REPEALING CLAUSES.

WHEREAS, the City of Frisco, Texas ("Frisco") has initiated a request to rename Rockhill Road to Rockhill Parkway between Preston Road and Coit Road and between Doe Creek Road and FM 423, (see **Exhibit "A"**), in Frisco, Collin County, and Denton County, Texas; and

WHEREAS, the City Council of Frisco has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rename Rockhill Road to Rockhill Parkway, between Preston Road and Coit Road and between Doe Creek Road and FM 423, 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: Renaming Rockhill Road. Rockhill Road is hereby renamed to Rockhill Parkway, between Preston Road and Coit Road and between Doe Creek Road and FM 423. All ordinances and plats of Frisco referring to Rockhill Road, between Preston Road and Coit Road and between Doe Creek Road and FM 423, are amended to Rockhill Parkway and said ordinances and plats shall otherwise remain in full force and effect. The general location of the street name change is depicted on **Exhibit "A",** attached hereto and incorporated herein for all purposes.

SECTION 3: 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 4: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Effective Date. This Ordinance shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this 15th day of January, 2013.

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

Exhibit "A"

Preston Road to Coit Road

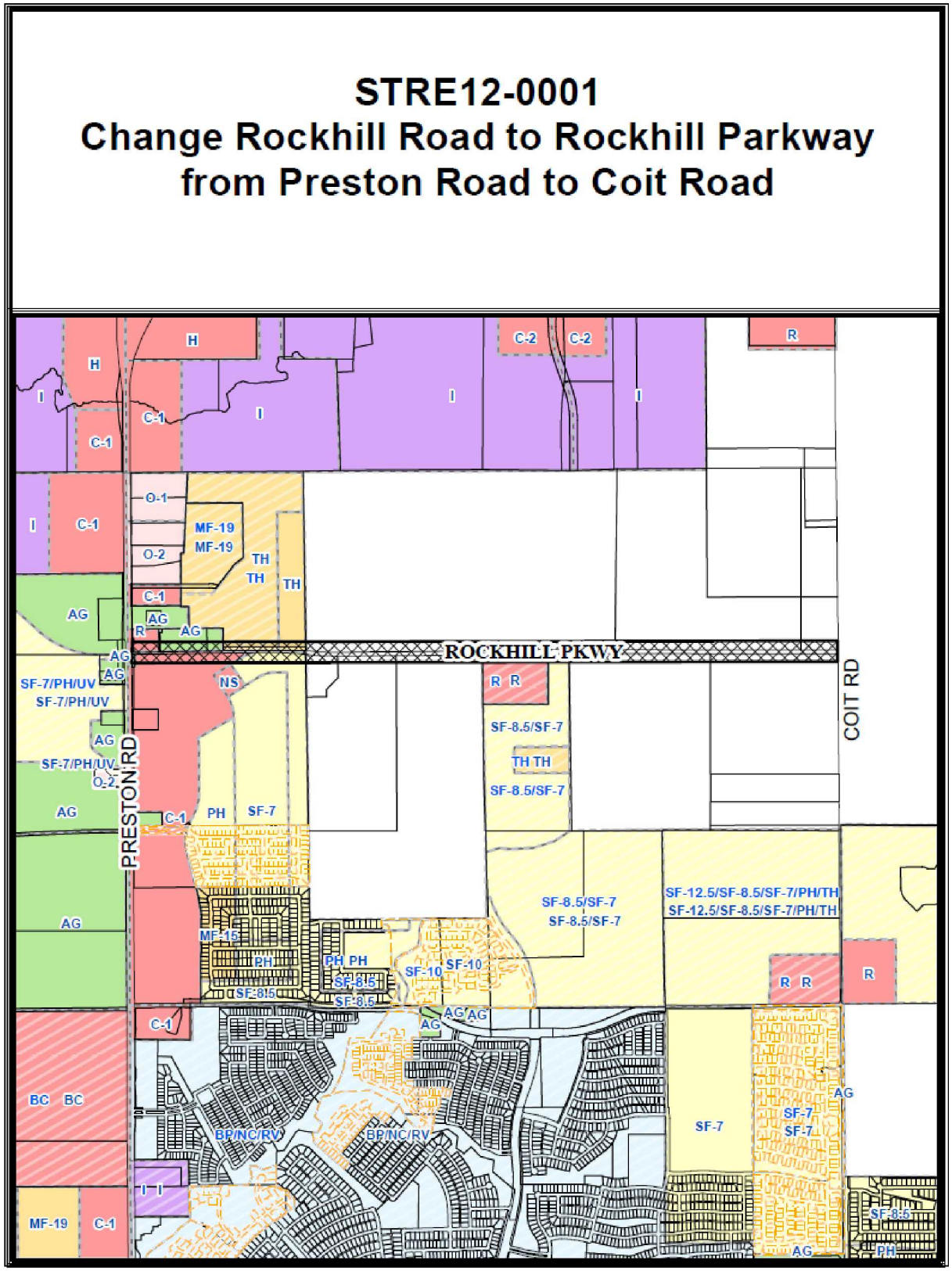
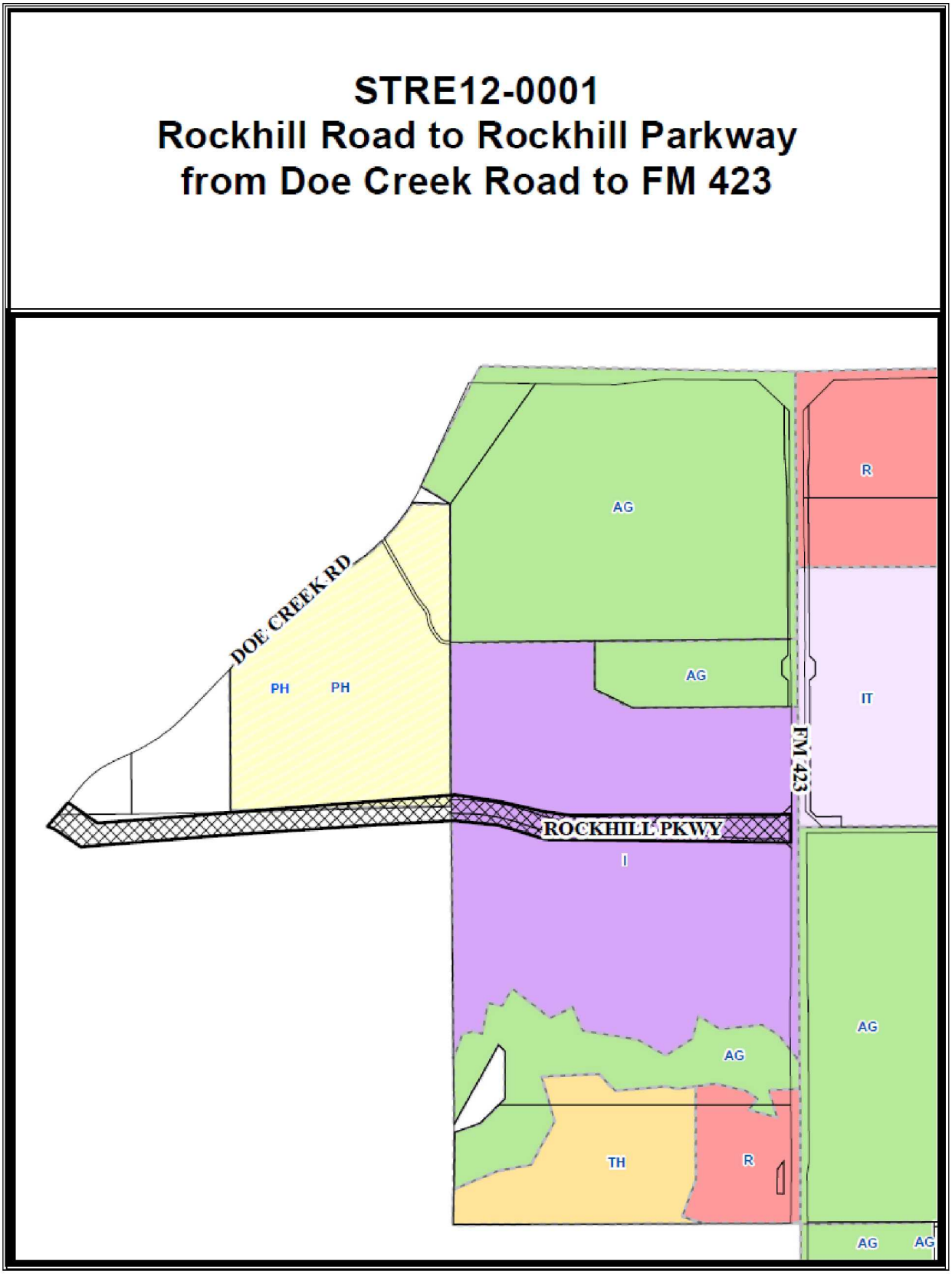


Exhibit "A"
Doe Creek Road to FM 423



AGENDA ITEM #32.

FRISCO
PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Suzanne Morgan, AICP, Planner**

Date: **1/7/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance to amend Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial to remove 17.1± acres, located on the southwest corner of Diamond Point Lane and Legacy Drive, and rezone said property to Planned Development-Single Family-7. Neighborhood #41. Case No. Z12-0023.**

Action Requested: City Council adoption of an Ordinance to amend Planned-Development-40 and grant the Planned Development-Single Family-7 zoning designation for 17.1± acres.

Background Information: On December 18, 2012, the City Council held a Public Hearing and directed staff to prepare an ordinance by a vote of 5-1 with a stipulation to amend the location and/or the amount of open space. Councilmember Allen was opposed.

As required by the City Council action, the applicant has modified the plan to move the detention lot north so that it is adjacent to the open space lot. There will be a low wall along the east side of both lots with two pedestrian entrances. This change is reflected in the development standards listed in Exhibit "B" and in the drawings in Exhibits "C-1," "C-2," and "D," all of which can be found attached to the Ordinance.

Board Review/Citizen Input: On November 27, 2012, the Planning & Zoning Commission held a public hearing and voted 4-1 to recommend approval of the request. Commissioner Woodard was opposed.

Alternatives: The City Council can:

- Approve the Ordinance;
- Approve the Ordinance with modifications,
- Deny the Ordinance; 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 December 19, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

FRISCO
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

December 19, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, December 18, 2012

Public Hearing - Zoning: Diamond Point Estates (Z12-0023)
Owner(s): Grand Seville, LP

Description:
A request to rezone 17.1± acres from Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial to Planned Development-Single Family-7 on the southwest corner of Diamond Point Lane and Legacy Drive and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial. Neighborhood #41.

Result/Action:

Approved: 5-1 (Allen opposed)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance with the following condition:
Amend the Zoning Exhibit to reflect a reconfiguration of the open space lot and drainage easement area to provide for the option of 1) changing Lot 9, Block B as an open space lot to provide for three (3) contiguous open space areas or 2) move the drainage easement lot to the north being adjacent to the open space lot at the terminus of Argyle Lane.

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	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING ORDINANCE NO. 05-10-87 AND FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 17.065 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CRAIN & WARREN SURVEY, ABSTRACT NO. 229, THE CITY OF FRISCO, DENTON COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-40-OFFICE-2/COMMERCIAL-1/COMMERCIAL-2/ RETAIL/INDUSTRIAL (PD-40-O-2/C-1/C-2/R/I) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-SINGLE FAMILY-7 (PD-SF-7); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") has investigated and determined that the City of Frisco, Texas ("Frisco") Ordinance No. 05-10-87 should be amended and Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, Grand Seville, L.P. ("Applicant") initiated a request to rezone 17.065 acres of land, more or less, situated in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, and being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes; 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 Ordinance No. 05-10-87 and to the Zoning Ordinance No. 11-04-09. Ordinance No. 05-10-87 and Zoning Ordinance No. 11-04-09 are hereby amended as follows: The zoning designation of the below-described property containing 17.065 acres of land, more or less, situated in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-Single Family-7. The Property as a whole and the boundaries are more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on **Exhibit "A-1",** attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, uses and schedules of the property shall conform to, and comply with the planned development standards, attached hereto as **Exhibit "B"**; the open space exhibit, attached hereto as **Exhibit "C-1"** and **Exhibit "C-2"**; and the subdivision lot layout, attached hereto as **Exhibit "D"**, all of which are incorporated herein as if set forth verbatim. Except as amended by this Ordinance the development of the Property must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of 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 Ordinance No. 05-10-87 or Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 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, 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. Ordinance No. 05-10-87 and 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 and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 15th day of January, 2013.

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 4)
Z12-0023

METES AND BOUNDS DESCRIPTION

Planned Development-40

BEING a tract of land situated in the Crain & Warren Survey, Abstract No. 229, W. Powell Survey, Abstract No. 1011 and the J. Morrell Survey, Abstract No. 864, City of Frisco, Denton County, Texas, the subject tract being all of Platinum Business Park, Lots 1 and 2, recorded in Cabinet V, Page 797 of the Plat Records, Denton County, Texas (PRDCT), part of that certain tract described in deed to Charter FL, LP, recorded in Doc. No. 2009-65887, Official Public Records, Denton County, Texas (OPRDCT), that certain tract described in deed to Graham Mortgage Corp., recorded in Doc. No. 2009-53984 OPRDCT, and being all of Lots 3 & 4, Block 1, North Dallas Jetport, Phase I, recorded in Cabinet F, Page 190 PRDCT, all of Lot 4, Block A, Platinum Business Park, recorded in Cabinet Y, Page 575 PRDCT, all of Lot 3, Block A, Platinum Business Park, recorded in Doc. No. 2010-26 PRDCT, the subject tract being more particularly described as follows;

BEGINNING at the northeast corner of Lot 1 and on the south line of Main Street (a variable width right-of-way);

THENCE S 00°03'35" E, 2099.42 feet along the east line of Lot 1 and the west line of those certain tracts described in deed to Prime Development Partners, recorded in Doc. No. 2010-14607 OPRDCT, and Legacy Platinum Partners, LP, recorded in Doc. No. 2004-24033 OPRDCT;

THENCE S 89°54'27" E, 585.97 feet along the common line thereof, and being along the north line of said Graham Mortgage tract, to the center of Legacy Drive;

THENCE S 00°09'59" W, along Legacy Drive, passing the east line thereof, continuing a total distance of 3777.00 feet to the southeast corner of Lot 2, Platinum Business Park;

THENCE S 89°30'04" W, 996.83 feet, passing through Legacy Drive and along the south line of Citation Court;

THENCE N 00°34'10" W, 731.34 feet along the common line between Lots 3 and 4, Platinum Business Park and Park Place Estates Phase 1, recorded in Doc. No. 2009-177 PRDCT;

THENCE continuing along the common line thereof, around a tangent curve to the right having a central angle of 09°35'30", a radius of 1050.00 feet, a chord of N 04°13'34" E - 175.57 feet, an arc length of 175.78 feet;

THENCE N 09°01'19" E, 445.00 feet continuing along the common line thereof, passing through Diamond Point Lane (a variable width right-of-way, 45 foot wide at this point) to the north line thereof;

THENCE along the north line thereof, around a non-tangent curve to the right having a central angle of 21°53'08", a radius of 1050.00 feet, a chord of N 70°02'08" W - 398.64 feet, an arc length of 401.07 feet;

Exhibit "A"
(Page 2 of 4)
Z12-0023

THENCE N 59°05'34" W, 1727.70 feet, leaving Diamond Point Lane and along the common line between said Charter FL tract and Park Place Estates Phase 3, to the east line of Cotton Gin Road;

THENCE N 30°54'26" E, 555.41 feet along the common line thereof;

THENCE continuing along the common line thereof, around a non-tangent curve to the right having a central angle of 45°27'46", a radius of 1050.71 feet, a chord of N 53°38'36" E - 812.01 feet, an arc length of 833.71 feet;

THENCE West, 97.10 feet through Cotton Gin Road;

THENCE N 00°21'06" W, 297.10 feet, departing said road and along the common line between Lot 1, Platinum Business Park and that certain tract described in deed to Southwest Securities, recorded in Doc. No. 2009-73263 OPRDCT;

THENCE N 89°34'44" E, 247.97 feet continuing along the common line thereof;

THENCE N 00°09'31" E, 1295.26 feet continuing along the common line thereof;

THENCE S 89°26'46" W, 17.11 feet along the common line thereof, to the southeast corner of that certain tract described in deed to DR Frisco Land, LP, recorded in Doc. No. 2008-93205 OPRDCT

THENCE N 00°05'48" W, 968.02 feet along the common line thereof to northwest corner of Lot 1, and being on the south line of Main Street;

THENCE S 89°49'48" E, 1128.09 feet along the common line thereof, to the PLACE OF BEGINNING with the subject tract containing 203.22 acres of land.

Exhibit "A"
(Page 3 of 4)
Z12-0023

METES AND BOUNDS DESCRIPTION
Platinum Business Park, Block A, Lot 4 Being a Part of Planned Development-40
(Property to be Zoned PD-SF-7)

BEING a tract of land situated in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to Lot 4, Block A, Platinum Business Park according to the deed recorded in Cabinet Y, Page 575 of the Plat Records, Denton County, Texas, the subject tract being more particularly described as follows;

BEGINNING at the southeast corner of Lot 4 and the northeast corner of Lot 3, and being on the west line of Legacy Drive (a 120 foot wide right-of-way);

THENCE S 88°53'01" W, 792.25 feet along the common line thereof to the east line of Park Place Estates Phase 1;

THENCE along the common line thereof, the following courses:

N 01°06'59" W, 395.86 feet

Around a tangent curve to the right having a central angle of 09°35'29", a radius of 1050.00 feet, a chord of N 03°40'45" E - 175.57 feet, an arc length of 175.77 feet;

And N 08°28'30" E, 400.00 feet to the south line of Diamond Point Lane (a variable width right-of-way);

THENCE along the common line thereof, the following courses:

Around a non-tangent curve to the left having a central angle of 08°54'30", a radius of 1095.00 feet, a chord of S 85°58'46" E - 170.08 feet, an arc length of 170.25 feet;

N 89°34'00" E, 262.81 feet;
S 86°37'09" E, 150.33 feet;

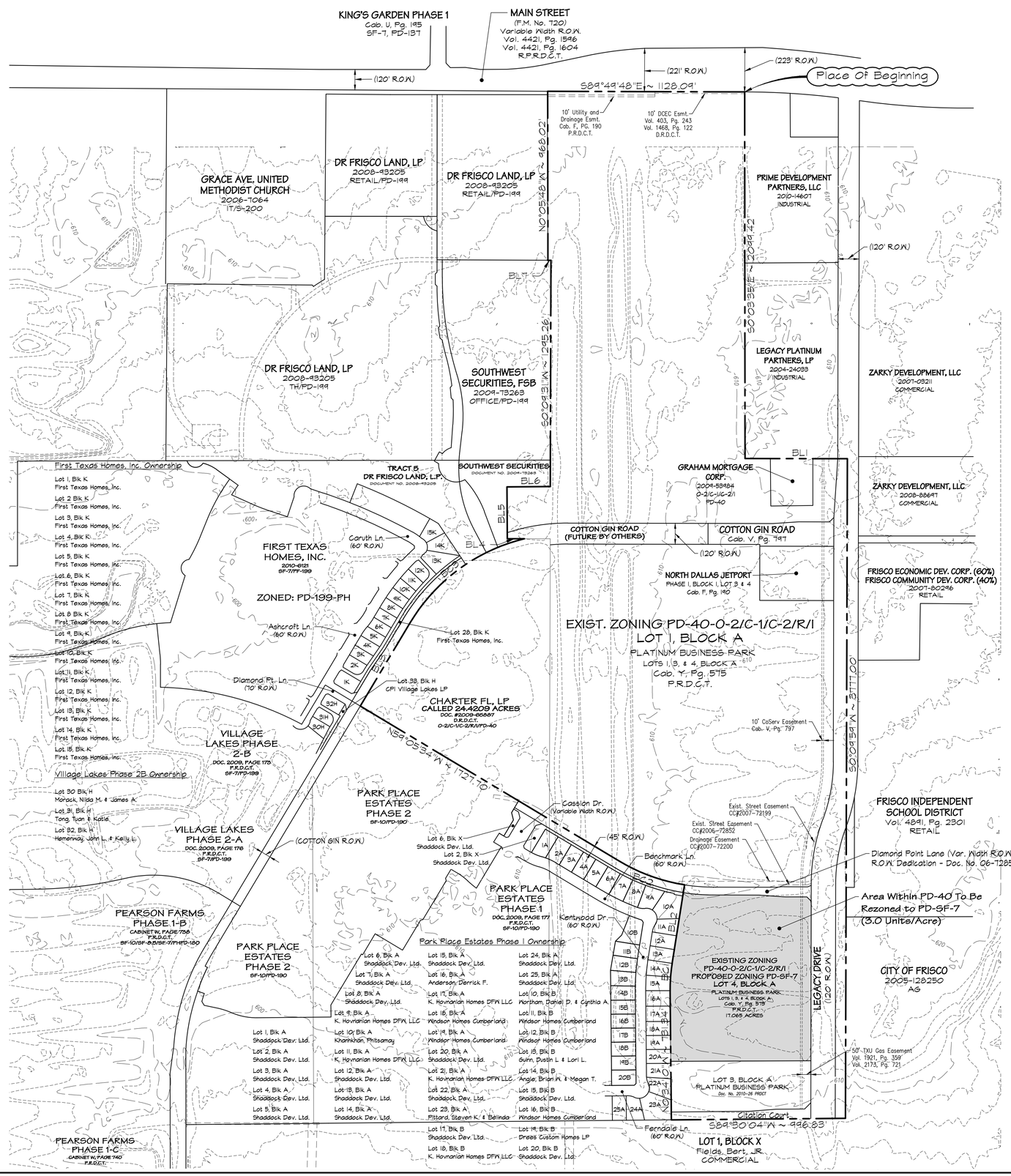
And N 89°34'00" E, 110.00 feet to the north end of a corner clip at the intersection of Diamond Point Lane with Legacy Drive;

THENCE S 45°26'00" E, 56.57 feet along said corner clip;

THENCE along the west line of Legacy Drive, the following courses:

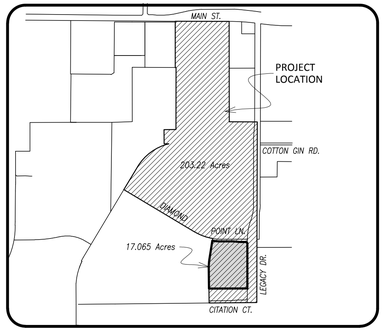
S 00°26'00" E, 694.51 feet;
S 06°32'44" W, 82.30 feet;

And S 00°26'00" E, 117.27 feet to the PLACE OF BEGINNING with the subject tract containing 743,360 square feet or 17.065 acres of land.



Boundary Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
BC1	175.78'	1050.00'	9°35'30"	S 04°13'34" W	175.57'
BC2	401.07'	1050.00'	21°53'08"	S 70°02'08" E	398.64'
BC3	833.71'	1050.71'	45°27'46"	S 53°38'36" W	812.01'

Boundary Line Table		
Line #	Bearing	Distance
BL1	S 89°54'27" E	585.97'
BL2	N 09°01'19" E	445.00'
BL3	S 30°54'26" W	555.41'
BL4	N 90°00'00" E	97.10'
BL5	S 00°21'06" E	297.10'
BL6	S 89°34'44" W	247.97'
BL7	S 89°26'46" W	17.11'



VICINITY MAP
NOT TO SCALE

300 0 150 300 600
1 inch = 300 ft.

METES AND BOUNDS DESCRIPTION
Planned Development 40

BEING a tract of land situated in the Crain & Warren Survey, Abstract No. 229, W. Powell Survey, Abstract No. 1011 and the J. Morrell Survey, Abstract No. 864, City of Frisco, Denton County, Texas, the subject tract being all of Platinum Business Park, Lots 1 and 2, recorded in Cabinet V, Page 797 of the Plat Records, Denton County, Texas (PRDCT), part of that certain tract described in deed to Charter FL, LP, recorded in Doc. No. 2009-65887, Official Public Records, Denton County, Texas (OPRDCT), that certain tract described in deed to Graham Mortgage Corp., recorded in Doc. No. 2009-53984 OPRDCT, and being all of Lots 3 & 4, Block 1, North Dallas Jetport, Phase I, recorded in Cabinet F, Page 190 PRDCT, all of Lot 4, Block A, Platinum Business Park, recorded in Cabinet Y, Page 575 PRDCT, all of Lot 3, Block A, Platinum Business Park, recorded in Doc. No. 2010-26 PRDCT, the subject tract being more particularly described as follows;

BEGINNING at the northeast corner of Lot 1 and on the south line of Main Street (a variable width right-of-way);

THENCE S 00°03'35" E, 2099.42 feet along the east line of Lot 1 and the west line of those certain tracts described in deed to Prime Development Partners, recorded in Doc. No. 2010-14607 OPRDCT, and Legacy Platinum Partners, LP, recorded in Doc. No. 2004-24033 OPRDCT;

THENCE S 89°54'27" E, 585.97 feet along the common line thereof, and being along the north line of said Graham Mortgage tract, to the center of Legacy Drive;

THENCE S 00°09'59" W, along Legacy Drive, passing the east line thereof, continuing a total distance of 3777.00 feet to the southeast corner of Lot 2, Platinum Business Park;

THENCE S 89°30'04" W, 996.83 feet, passing through Legacy Drive and along the south line of Citation Court;

THENCE N 00°34'10" W, 731.34 feet along the common line between Lots 3 and 4, Platinum Business Park and Park Place Estates Phase 1, recorded in Doc. No. 2009-177 PRDCT;

THENCE continuing along the common line thereof, around a tangent curve to the right having a central angle of 09°35'30", a radius of 1050.00 feet, a chord of N 04°13'34" E - 175.57 feet, an arc length of 175.78 feet;

THENCE N 09°01'19" E, 445.00 feet continuing along the common line thereof, passing through Diamond Point Lane (a variable width right-of-way, 45 foot wide at this point) to the north line thereof;

THENCE along the north line thereof, around a non-tangent curve to the right having a central angle of 21°53'08", a radius of 1050.00 feet, a chord of N 70°02'08" W - 398.64 feet, an arc length of 401.07 feet;

THENCE N 59°05'34" W, 1727.70 feet, leaving Diamond Point Lane and along the common line between said Charter FL tract and Park Place Estates Phase 3, to the east line of Cotton Gin Road;

THENCE N 30°54'26" E, 555.41 feet along the common line thereof;

THENCE continuing along the common line thereof, around a non-tangent curve to the right having a central angle of 45°27'46", a radius of 1050.71 feet, a chord of N 53°38'36" E - 812.01 feet, an arc length of 833.71 feet;

THENCE West, 97.10 feet through Cotton Gin Road;

THENCE N 00°21'06" W, 297.10 feet, departing said road and along the common line between Lot 1, Platinum Business Park and that certain tract described in deed to Southwest Securities, recorded in Doc. No. 2009-73263 OPRDCT;

THENCE N 89°34'44" E, 247.97 feet continuing along the common line thereof;

THENCE N 00°09'31" E, 1295.26 feet continuing along the common line thereof;

THENCE S 89°26'46" W, 17.11 feet along the common line thereof, to the southeast corner of that certain tract described in deed to DR Frisco Land, LP, recorded in Doc. No. 2008-93205 OPRDCT

THENCE N 00°05'48" W, 968.02 feet along the common line thereof to northwest corner of Lot 1, and being on the south line of Main Street;

THENCE S 89°49'48" E, 1128.09 feet along the common line thereof, to the PLACE OF BEGINNING with the subject tract containing 203.22 acres of land.

METES AND BOUNDS DESCRIPTION
(Lot 4, Block A, Being a Part of Planned Development 40)

BEING a tract of land situated in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to Lot 4, Block A, Platinum Business Park according to the deed recorded in Cabinet Y, Page 575 of the Plat Records, Denton County, Texas, the subject tract being more particularly described as follows;

BEGINNING at the southeast corner of Lot 4 and the northeast corner of Lot 3, and being on the west line of Legacy Drive (a 120 foot wide right-of-way);

THENCE S 88°53'01" W, 792.25 feet along the common line thereof to the east line of Park Place Estates Phase 1;

THENCE along the common line thereof, the following courses:

N 01°06'59" W, 395.86 feet

Around a tangent curve to the right having a central angle of 09°35'29", a radius of 1050.00 feet, a chord of N 03°40'45" E - 175.57 feet, an arc length of 175.77 feet;

And N 08°28'30" E, 400.00 feet to the south line of Diamond Point Lane (a variable width right-of-way);

THENCE along the common line thereof, the following courses:

Around a non-tangent curve to the left having a central angle of 08°54'30", a radius of 1095.00 feet, a chord of S 85°58'46" E - 170.08 feet, an arc length of 170.25 feet;

N 89°34'00" E, 262.81 feet;

S 86°37'09" E, 150.33 feet;

And N 89°34'00" E, 110.00 feet to the north end of a corner clip at the intersection of Diamond Point Lane with Legacy Drive;

THENCE S 45°26'00" E, 56.57 feet along said corner clip;

THENCE along the west line of Legacy Drive, the following courses:

S 00°26'00" E, 694.51 feet;

S 06°32'44" W, 82.30 feet;

And S 00°26'00" E, 117.27 feet to the PLACE OF BEGINNING with the subject tract containing 743,360 square feet or 17.065 acres of land.

EXHIBIT "A"
(PAGE 4 OF 4)
Z12-0023

DIAMOND POINT ESTATES

17.065 ACRES OUT OF 203.22 ACRES OUT OF THE
CRAIN & WARREN SURVEY, ABSTRACT NO. 229
W. POWELL SURVEY, ABSTRACT NO. 1011
J. MORRELL SURVEY, ABSTRACT NO. 864
CITY OF FRISCO, DENTON COUNTY, TEXAS

Owner
GRAND SEVILLE, LP
5701 Seville Court
Plano, TX 75093
Telephone: (972) 839-8600
Contact: Jessie Mann

Applicant
K. HOVNANIAN HOMES-DFW, LLC
5808 W. Plano Parkway
Plano, TX 75093
Telephone: (469) 737-1400
Contact: Michael Dewers

Engineer/Surveyor
Spiars Engineering, Inc. TBPE N
765 Custer Road, Suite
Plano, Texas 7507
Telephone (972) 422-
Contact: Tim C Spi

Drawing: G:\2012 JOBS\12-087 Diamond Point Estates\CAD\Preliminary\12-087-Zoning A.dwg Saved By: GBrown Save Time: 1/7/2013 10:31:32 AM

iamond Point Estate



Exhibit "B"
(Page 1 of 2)
Z12-0023
Planned Development Standards

The following development standards apply to the 17.1± acre property:

A. Development Standards
The property shall comply with Single Family-7 development standards in accordance with the Zoning Ordinance No. 11-04-09 or as amended.

B. Open Space
An open space lot containing 0.2± acres shall be dedicated at the terminus of Argyle Lane, shown as Block B, Lot 8 on Exhibit "D" (Subdivision Lot Layout). The open space shall be in conformance with the Open Space Exhibit, and include, at minimum, the following:
1. A masonry wall located near the front property line to include:
    i. A height of 32-inches to 36-inches
    ii. Leuders Block or similar material
    iii. A capstone top
    iv. A pedestrian opening
    v. Columns at each end of the wall and at the corners of the wall as shown on Exhibits "C-1" and "C-2."
2. A walking path and four benches on the inside of the masonry wall.
3. Four large trees to shade the benches.
4. Evergreen vegetation 6- to 8-feet in height adjacent to the rear property line to create a solid living screen.
5. A six-foot tall ornamental metal fence on the side property line between the end of the wall and the rear property line. The fence will not be required along the common property line of Lots 8 and 9.

C. Detention Pond
The detention pond shown as Block B, Lot 9 on Exhibit "D" (Subdivision Lot Layout) shall be in conformance with Open Space Exhibits "C-1" and "C-2" and include, at minimum, the following:
1. A masonry wall located near the front property line to include:
    i. A height of 32-inches to 36-inches
    ii. Leuders Block or similar material
    iii. A capstone top
    iv. A pedestrian opening
    v. Columns at each end of the wall and at the corners of the wall as shown on Exhibits "C-1" and "C-2."

Exhibit "B"
(Page 2 of 2)
Z12-0023
Planned Development Standards

2. Two trees along the front property line.
3. Trees along on the sides and rear of the pond as shown on the exhibit.
4. Four benches within the front yard setback.
5. Native vegetation and wildflowers planted within the detention pond.
6. A six-foot tall ornamental metal fence on the side property line between the end of the wall and the rear property line. The fence will not be required along the common property line of Lots 8 and 9.

D. Ownership and Maintenance
The Homeowners' Association shall own and maintain the lots designated for open space and detention.

E. Approval and Completion of Improvements
1. The improvements shall be approved by City staff prior to construction.
2. Improvements shall be installed prior to final acceptance of the subdivision.

PARK PLACE ESTATES
PHASE I
Doc. No. 2009, Page 177
P.R.D.C.T.
SF-10/PD-190

17

16

15

15'-0" D.E.
(PROPOSED)

EASTERN RED CEDAR
6' - 8' HEIGHT

LACEBARK ELM
3" CALIPER

32' x 20'
DRAINAGE ESMT
(TO BE ABANDONED)

BERMUDA
GRASS

DRAINFIELD NATIVE
GRASSMIX WITH
A MIXTURE OF
WILDFLOWERS

VITEX
6' - 8' HEIGHT

6' HEIGHT ORN.
METAL FENCE

6' HEIGHT ORN.
METAL FENCE

10

9
(Open Space-
Detention)

8
(Open Space)

END WALL WITH 42" HT.
COLUMN AT B.L. (TYP.)

15' S.S.E

LIVE OAK
3" CALIPER

42" HEIGHT LEUDERS
BLOCK COLUMN

20' B.L.

42" HEIGHT LEUDERS
BLOCK COLUMN

5' U.E.

2' SIDEWALK
EASEMENT

18" HEIGHT LEUDERS
BLOCK BENCH

5'-6" HEIGHT LEUDERS
BLOCK COLUMN

WEEPING
LOVE GRASS

32" - 36" HEIGHT
LEUDERS BLOCK WALL

20 10 0 20
1" = 20' - 0"

DIAMOND POINT
OPEN SPACE EXHIBIT

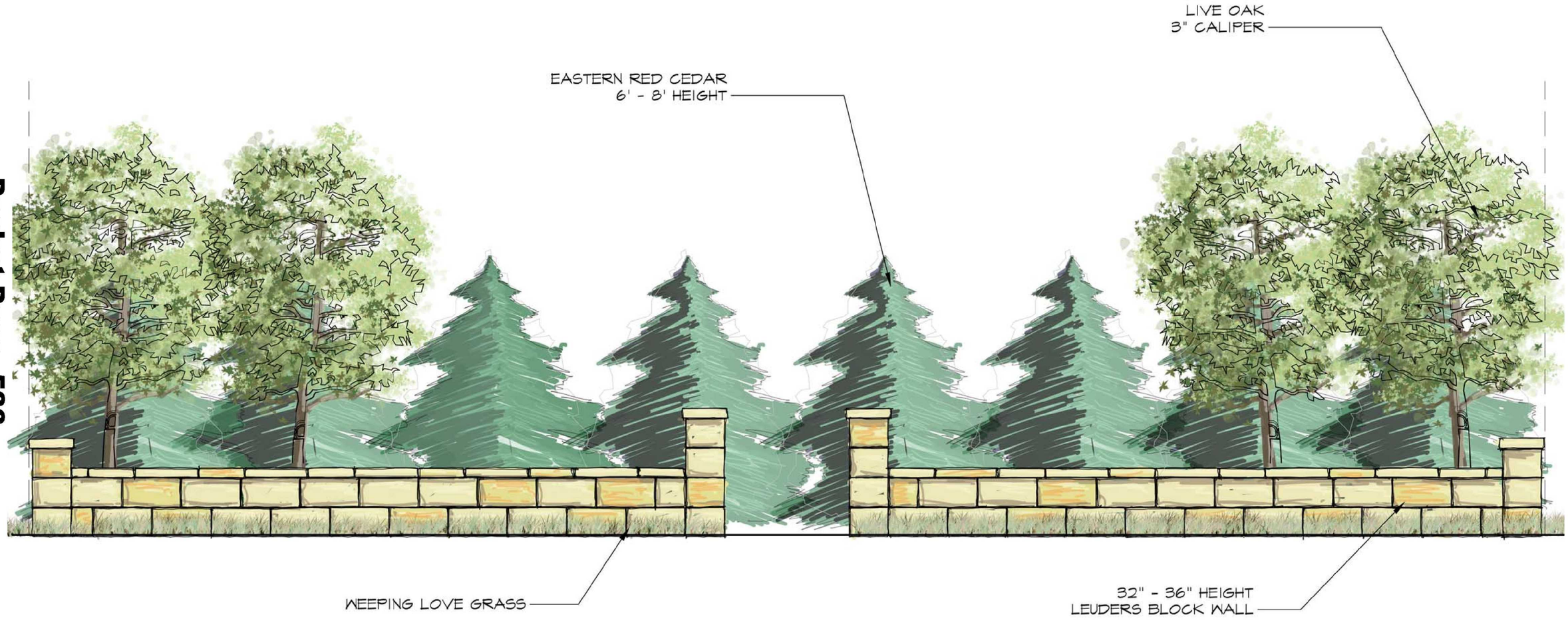
Exhibit"C-1"
Z12-0023

STUDIO 13 DESIGN GROUP
Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900

K Hovnanian® Homes

5 2.5 0 5

1" = 5' - 0"



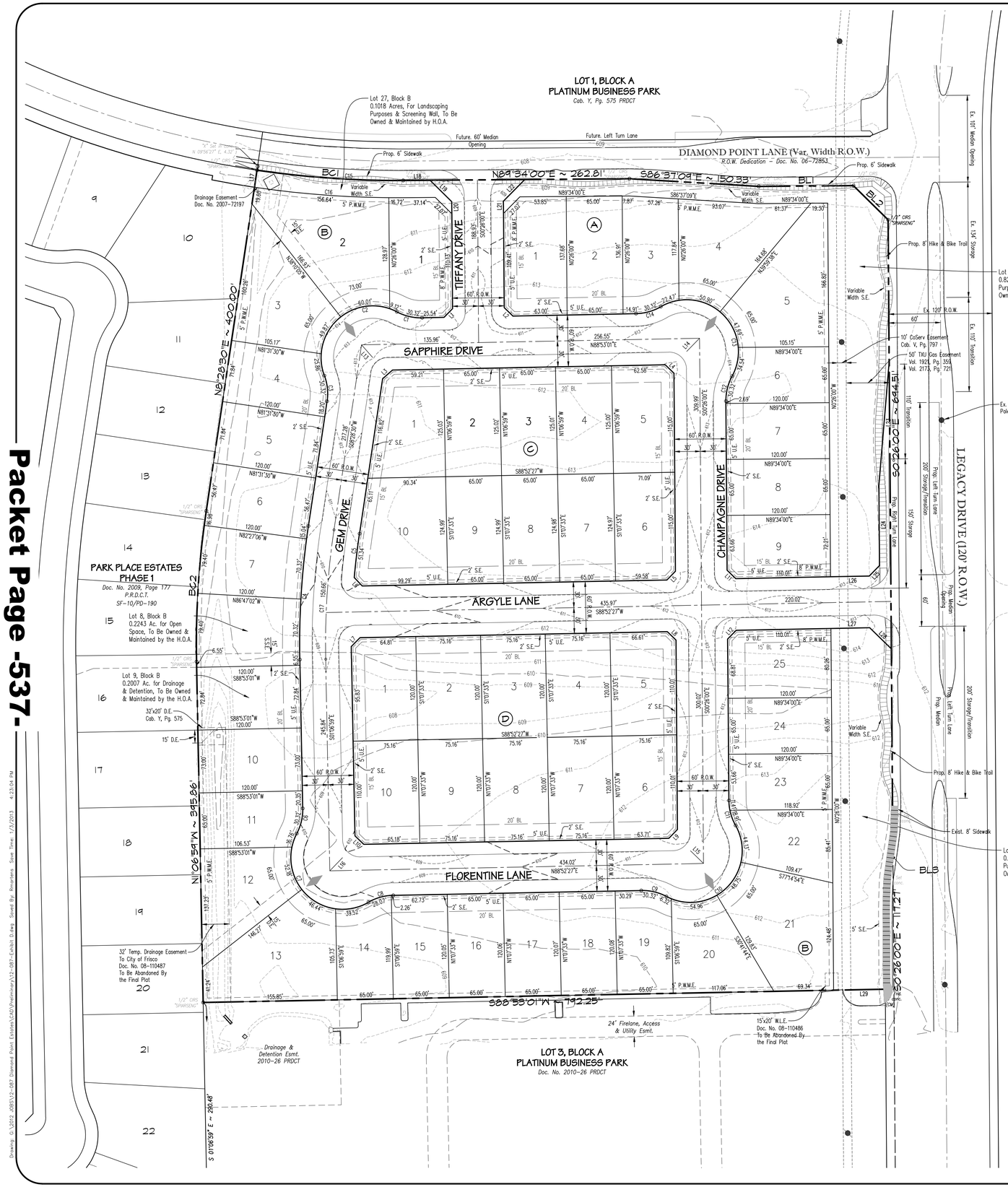
K Hovnanian® Homes

DIAMOND POINT

OPEN SPACE EXHIBIT

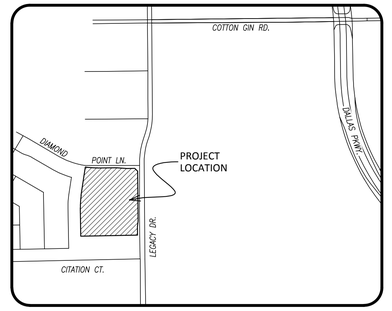
STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900



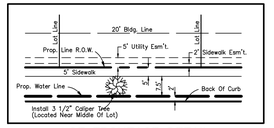
Boundary Line Table		
Line #	Length	Direction
BL1	110.00'	N89°34'00"E
BL2	56.57'	S45°26'00"E
BL3	82.30'	S06°32'44"W

Boundary Curve Table						
Curve #	Radius	Delta	Tangent	Length	Chord Bearing	Chord
BC1	1095.00'	8°54'30"	85.30'	170.25'	S85°58'46"E	170.08'
BC2	1050.00'	9°35'29"	88.09'	175.77'	N03°40'45"E	175.57'

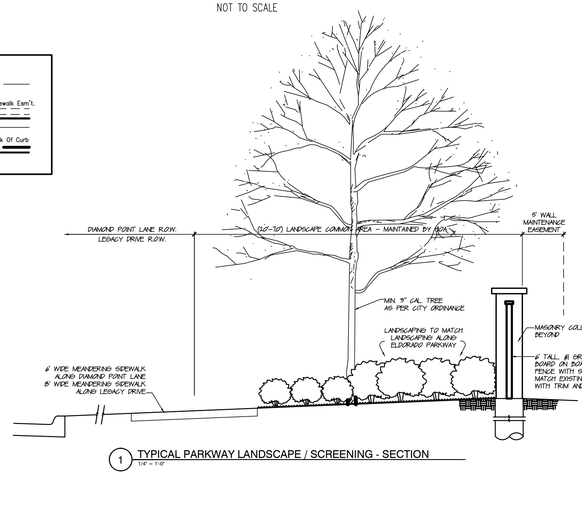


VICINITY MAP
NOT TO SCALE

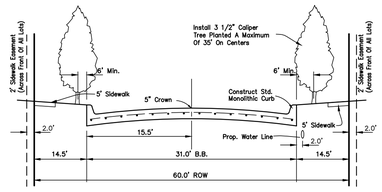
60 0 30 60 120
1 inch = 60ft.



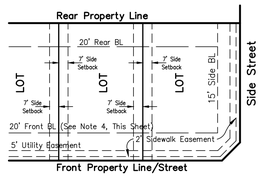
LOT FRONTAGE DETAIL
(60' R.O.W.'s Only)



1 TYPICAL PARKWAY LANDSCAPE / SCREENING - SECTION
1/4" = 1'-0"



Typical 60' R.O.W. Section



TYPICAL LOT DETAIL FOR
53 LOTS TO SF-7 STANDARDS
ON 60' R.O.W. (w/NO ALLEY ACCESS)

Legend

C.M.	Controlling Monument
1/2 I.P.S.	Iron Pin Set
1/2 I.P.F.	Iron Pin Found
B.L.	Building Line Setback
B.T.P.	By This Plat
R.O.W.	Right Of Way
D.E.	Drainage Easement
S.S.E.	Sanitary Sewer Easement
U.E.	Utility Easement
P.W.M.E.	Private Wall Maintenance Easement
S.E.	Sidewalk Easement
W.L.E.	Water Line Easement
	Street Name Change
	Street Frontage
(A)	Block Designation
620	Existing Contours
622	Proposed Contours

Exhibit"D"
Z12-0023
Subdivision Lot Layout

DIAMOND POINT ESTATES

52 RESIDENTIAL LOTS DEVELOPED TO SF-7 STANDARDS & 5 HOA LOTS (1.7607 Ac.)
17.065 ACRES OUT OF THE
CRAIN & WARREN SURVEY, ABSTRACT NO. 229
CITY OF FRISCO, DENTON COUNTY, TEXAS

Owner
GRAND SEVILLE, LP
5701 Seville Court
Plano, TX 75093
Telephone: (972) 839-8600
Contact: Jessie Mann

Applicant
K. HOVNANIAN HOMES-DFW, LLC
5808 W. Plano Parkway
Plano, TX 75093
Telephone: (469) 737-1400
Contact: Michael Dewers

Engineer/Surve
Spiars Engineering, Inc. TBPE
765 Custer Road, Sui
Plano, Texas 750
Telephone (972) 422
Contact: Tim C Sp

SHEET 1 OF 1
Scale 1"=60' October 15, 2012

Drawing: G:\2012_JOBS\12-087 Diamond Point Estates\CAD\Preliminary\12-087-Exhibit D.dwg Saved By: tmartens Save Time: 1/3/2013 4:23:04 PM

AGENDA ITEM #33.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/7/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance amending the Thoroughfare Plan regarding Cotton Gin Road and Diamond Point Lane west of Legacy Drive. Neighborhood #41. Case No. TA12-0001.**

Action Requested: City Council adoption of an Ordinance amending the Thoroughfare Plan.

Background Information: On December 18, the City Council held a public hearing and directed staff to prepare an Ordinance by a vote of 4-0.

Board Review/Citizen Input: On December 11, the Planning & Zoning Commission held a public hearing and voted 5-0 to recommend approval of the request.

Alternatives: The City Council may:
- Approve the Ordinance;
- Approve the Ordinance with modifications;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:
- City Council Outcome Memo dated December 19, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO
GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 19, 2012

TO: Applicant

FROM: John Webb, AICP
Planning Manager

SUBJECT: Results of the City Council meeting, December 18, 2012

Public Hearing –
Comprehensive Plan Amendment: Thoroughfare Plan Amendment (TA12-0001)
Owner(s): City of Frisco

Description:
A request to amend the Thoroughfare Plan regarding Cotton Gin Road and Diamond Point Lane west of Legacy Drive and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #41.

Result/Action:

Approved: 4-0 (Councilmember Cheney not voting as serving as Mayor Pro Tem; Keating absent)
Denied:
Tabled:

ACTION:
City Council approved the Comprehensive Plan Amendment and directed staff to prepare an Ordinance.

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 A PORTION OF FRISCO'S COMPREHENSIVE PLAN, ORDINANCE NO. 06-04-38, REVISING PREVIOUSLY ESTABLISHED STREET LOCATIONS ON THE THOROUGHFARE PLAN MAP PLATE 6-1 WITHIN THE AREA BOUNDED BY MAIN STREET ON THE NORTH, LEGACY DRIVE ON THE EAST, STONEBROOK PARKWAY ON THE SOUTH, AND TEEL PARKWAY ON THE WEST; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that a portion of the Thoroughfare Plan Map Plate 6-1 of Frisco's Comprehensive Plan Ordinance No. 06-04-38 ("Comprehensive Plan") should be amended in order to revise previously established street locations within the area bounded by Main Street on the North, Legacy Drive on the east, Stonebrook Parkway on the south, and Teel Parkway on the west; and

WHEREAS, the City of Frisco, Texas ("Frisco") has complied with all notices and public hearings as required by law; and

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Frisco to amend a portion of the Comprehensive Plan 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 Thoroughfare Plan Map Plate 6-1 of the Comprehensive Plan Ordinance No. 06-04-38. The Thoroughfare Plan Map Plate 6-1 of the Comprehensive Plan Ordinance No. 06-04-38 is hereby amended to remove Cotton Gin Parkway and Diamond Point Lane from the Thoroughfare Plan, as shown on **Exhibit "A"** attached hereto and incorporated herein for all purposes as if set forth verbatim.

SECTION 3: Savings/Repealing Clause. Comprehensive Plan Ordinance No. 06-04-38 shall remain in full force and effect, save and except as amended by this or any other Resolution or Ordinance. All provisions of any ordinance or resolution 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 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. 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 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 15th day of January, 2013.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

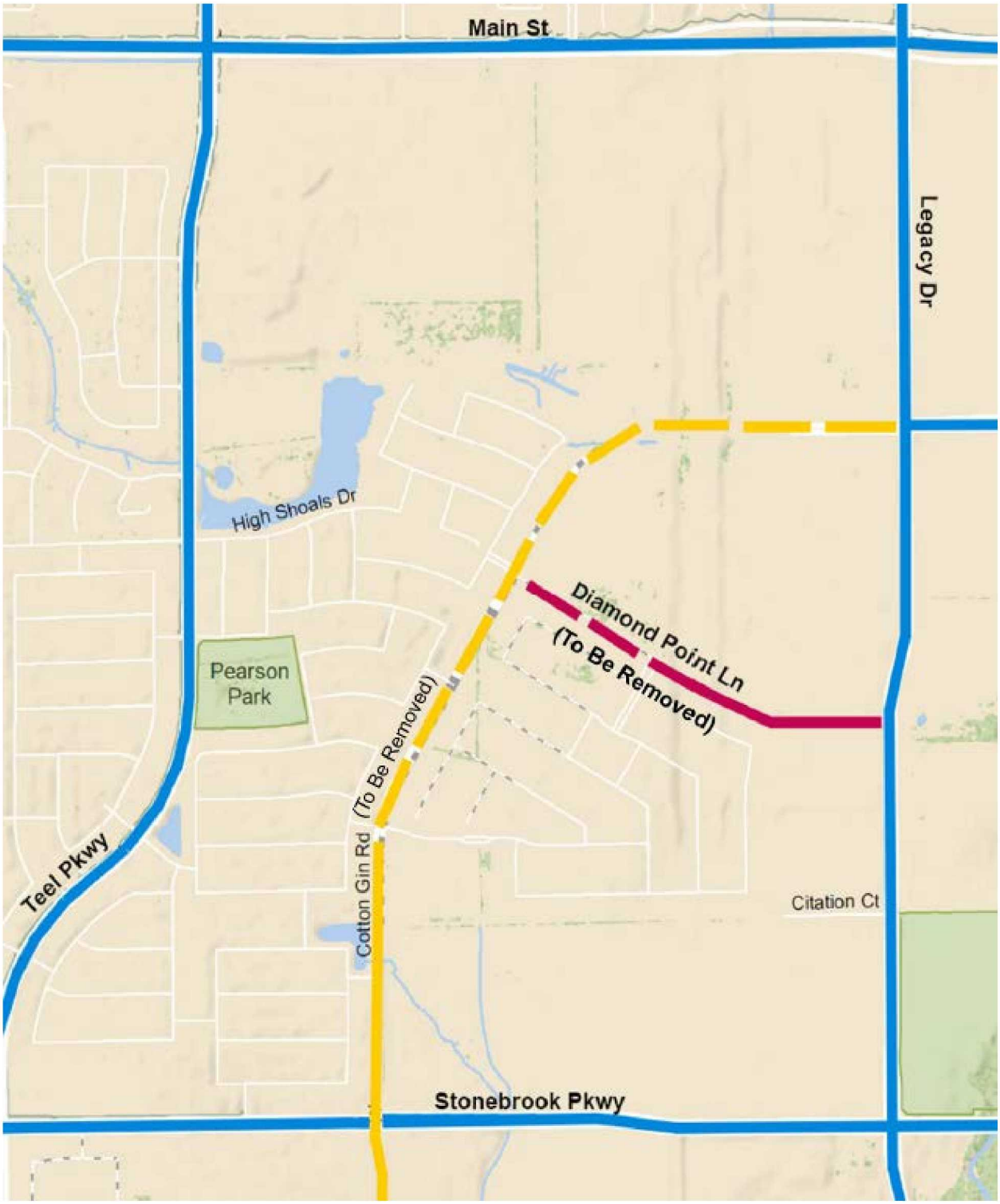
Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney Kuykendall, City Attorneys

*Dates of Publication:*_____, *Frisco Enterprise*

Exhibit "A"


Main St
Legacy Dr
High Shoals Dr
Diamond Point Ln
(To Be Removed)
Pearson Park
(To Be Removed)
Cotton Gin Rd
Teel Pkwy
Citation Ct
Stonebrook Pkwy

AGENDA ITEM #34.

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: **1/2/2013**

Agenda Caption: **Public Hearing: Zoning Case Z12-0027. A request to rezone 0.4± acre on the southwest corner of Legacy Drive and Punjab Way from Agricultural to Retail and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural with a Specific Use Permit (S-166) for a Child Care Center. Neighborhood #45.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to rezone a portion of Lot 5 from Agricultural to Retail. During review of a proposed medical office/retail building, it was determined that the proposed parking and drive aisles would be located in the Agricultural District. This action will ensure all uses within Lot 5 are located in the Retail District.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their December 11, 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 December 12, 2012.
- Staff report
- Location Map
- Exhibits

Recommendation: Recommended for approval as submitted.

FRISCO
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

December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Public Hearing - Zoning: Legacy Crossing, Block A, Lots 5 & 6 (Z12-0027)
Owner(s): JP Commercial Property Developers LLC. and Virginia Frisco, LP.

Description:
A request to rezone 0.4± acre on the southwest corner of Legacy Drive and Punjab Way from Agricultural to Retail. Zoned Agricultural with a Specific Use Permit (S-166) for a Child Care Center. Neighborhood #45. RC

Result/Action:

Approved: 5-0 (Dodson absent)
Denied:
Tabled:

ACTION:
The item was recommended for approval as the Retail District.

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	

December 11, 2012

Public Hearing - Zoning: Legacy Crossing, Block A, Lots 5 & 6 (Z12-0027)
Owner(s): JP Commercial Property Developers LLC. and Virgina Frisco, LP.

DESCRIPTION:

A request to rezone 0.4± acre on the southwest corner of Legacy Drive and Punjab Way from Agricultural to Retail. Zoned Agricultural with a Specific Use Permit (S-166) for a Child Care Center. Neighborhoods #45. RC

HISTORY:

Ordinance No. 07-02-07 – Granted a Specific Use Permit for a Child Day Care on 3.64 acres.

CASE OVERVIEW:

Per staff recommendation, the applicant submitted a request to rezone Agricultural zoning within Lot 5 to Retail zoning to the centerline of the Punjab Way. During the pre-submittal process, it was determined that the proposed parking and drive aisles of a proposed medical office/retail building are located in the Agricultural District.

The dedication and construction of Punjab Way was not completed at the time the Specific Use Permit (SUP06-0014) was granted for Crème de la Crème Day Care Center on Lot 6 to the north of the subject site. During the site plan process (PSP06-0034 and SPFP07-0012) Lots 5 & 6 property lines were adjusted to the centerline of Punjab Way. Both lot owners have consented to relocating the Retail zoning line as indicated.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Child Day Care	Agricultural	Residential
East	Vacant	Planned Development-215-Retail/Office-2, Multifamily-15	Mixed Use Non-Residential
South	Office	Retail	Residential
West	Vacant	Retail	Residential

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 residential development to the west and north of both subject property areas, however the zoning has allowed for a large retail area on the northwest corner of Main Street and Legacy Drive.

Parks, Recreation & Open Space Master Plan – An eight-foot Hike & Bike Trail sidewalk has been provided within a 12-foot easement along Legacy Drive.

Transportation Strategy

- **Thoroughfare Plan –** There are no Major Thoroughfares affecting the subject area.

- **Access** – Access to Lots 5 & 6 is provided by Punjab Way, a 60-foot public way.

Existing Utilities

- **Water and Sanitary Sewer Service –** Utilities are available to this site

Schools – These properties lie within the Frisco Independent School District. The request does not impact FISD.

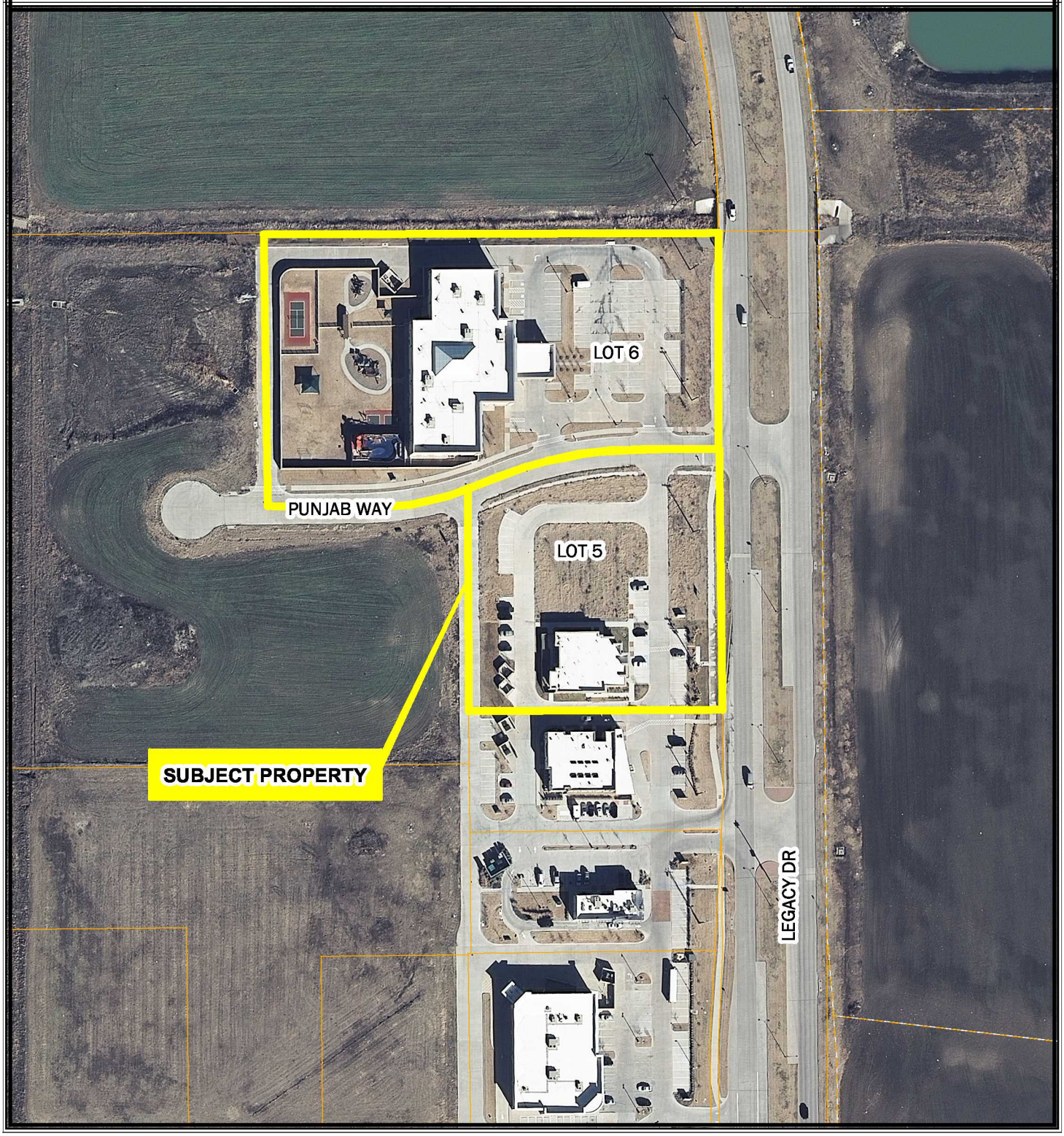
SUMMARY:

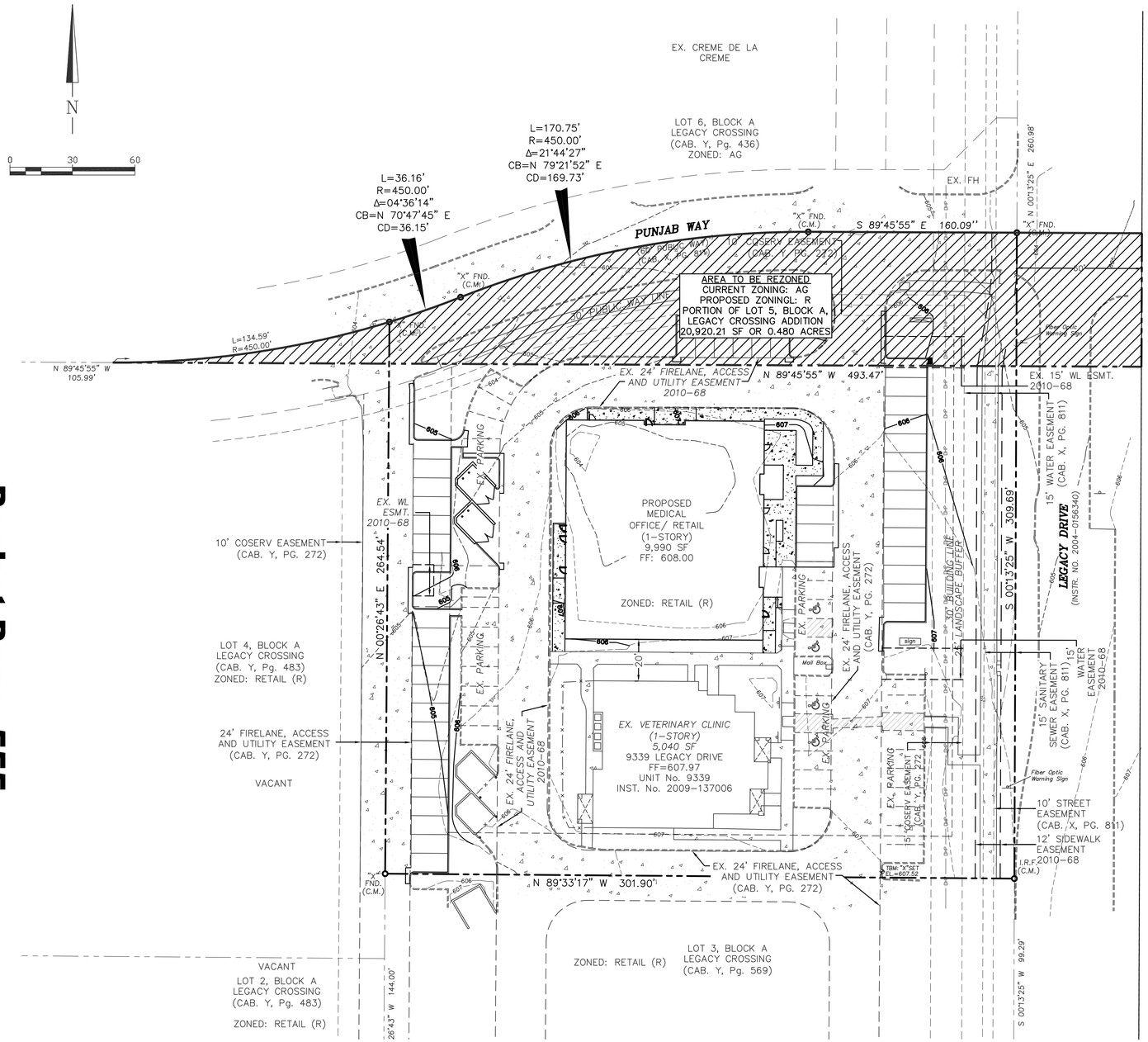
The request is compatible with the surrounding zoning and makes the appropriate relocation of zoning boundaries between Lots 5 & 6 to the center line of Punjab Way.

RECOMMENDATION:

Recommend for approval as Retail zoning.

Z12-0027
Legacy Crossing Addition
Block A, Lots 5 & 6







Vicinity Map 1"=1000'

ZONING DESCRIPTION
0.466 ACRES

COUNTY OF DENTON
STATE OF TEXAS

BEING all that tract of land in the City of Frisco, Denton County, Texas, being a part of Lot 5, Block A of Legacy Crossing, a subdivision to the City of Frisco, Denton County, Texas, as recorded in Doc. 2010-68 of the Public Records of Denton County, Texas, and a part of Lot 4, Block A of Legacy Crossing, a subdivision to the City of Frisco, Denton County, Texas, as recorded in Cab. y, Page 483 of the Plat Records of Denton County, Texas, and a portion of Legacy Drive. This description is prepared for the purpose of a rezoning exhibit, and is prepared from record descriptions only. No field surveying was conducted for the purpose of this description.

Beginning at the Northwest corner said Lot 5 in the center of Punjab Way, at which the record monument is an "X" in concrete;

THENCE along the center of Punjab Way as follows:
Northeasterly, 36.16 feet along a curve to the left having a radius of 450.00 feet and a central angle of 04 degrees 36 minutes 14 seconds (chord bears North 70 degrees 47 minutes 45 seconds East, 36.15 feet);

Northeasterly, 170.75 feet along a curve to the right having a radius of 450.00 feet and a central angle of 21 degrees 44 minutes 27 seconds (chord bears North 79 degrees 21 minutes 52 seconds East, 169.73 feet);

South 89 degrees 45 minutes 55 seconds East, 160.09 feet to the intersection of the center of Punjab Way and Legacy Drive;

THENCE South 00 degrees 13 minutes 25 seconds West, 64.02 feet to a point in the center of Legacy Drive;

THENCE North 89 degrees 45 minutes 55 seconds West, 493.47 feet to a point in the center of Punjab Way in the North line of said Lot 4;

THENCE Northeasterly, 134.59 feet along a curve to the left having a radius of 450.00 feet and a central angle of 17 degrees 08 minutes 13 seconds (chord bears North 81 degrees 39 minutes 58 seconds East, 134.09 feet) the Point of Beginning, containing 0.480 acres of land.

EXHIBIT A for Z12-0027
LEGACY CROSSING, BLOCK A, LOTS 5 & 6
FRISCO, DENTON COUNTY, TEXAS
J. MORRELL SURVEY, ABSTRACT No. 864

LEGEND

I.R.F.	IRON ROD FOUND	———	PROPOSED ZONING BOUNDARY
I.R.S.	IRON ROD SET	▪▪▪▪▪▪▪	EXISTING ZONING BOUNDARY
"X"	CUT X IN CONCRETE		

APPLICANT/OWNER
VIRGINIA FRISCO, LP
CONTACT: ROBERT ERLICH
PHONE: 703-359-2444

ENGINEER
COMPASS CIVIL ENGINEERING & CONSULTING, LLP
108 TIBBS DRIVE
VALLEY MILLS, TEXAS 76689
CONTACT: CLINT D. LANNEN, P.E.
PHONE: 214-534-5803

SURVEYOR
ARTHUR SURVEYING CO INC.
220 ELM STREET, SUITE 200
LEWISVILLE, TEXAS 75057
CONTACT: DOUG ARTHUR, R.P.L.S
PHONE: 972-221-9439

APPLICANT/OWNER
JP COMMERCIAL PROPERTY DEVELOPERS, LLC
859 DEERFIELD ROAD
ALLEN, TEXAS 75013
CONTACT: SRINIVASA JAMPANA
PHONE: 214-235-2105

PRELIMINARY PLANS

THIS DOCUMENT IS PROVISIONAL AND FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
CLINT D. LANNEN, PE # 107845
DATE: 11/30/2012

TBPE FIRM REGISTRATION NO. F-13342
COMPASS
CIVIL ENGINEERING & CONSULTING, LLP
108 TIBBS DRIVE • VALLEY MILLS, TEXAS • 76689
PHONE 214.534.5803 • FAX 972.421.4339
WWW.COMPASSCIVILENGINEERING.COM

EXHIBIT A for Z# XXXX
PORTION OF LOT 5, BLOCK A, LEGACY CROSSING
J. MORRELL SURVEY, ABS. NO. 864
FRISCO, DENTON COUNTY, TEXAS

ZONING EXHIBIT A

AGENDA ITEM #34.

DRAWN:
DATE: 10/
CCEC #: 1
SHEE
EXHI

C:\Compass\Projects\Legacy retail pkg\Submittals\Zoning submittal\Legacy IR-105 zoning exhibit.dwg, Sunday, December 30, 2012 10:06 AM

AGENDA ITEM #35.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

From: **Kathleen Stewart, Strategic Services Manager**

Date: **January 15, 2013**

Subject: **Consider and act upon adoption of a Resolution determining a public necessity to acquire certain property for public use by eminent domain for the purpose of, among other things, the construction, access, repair, maintenance and replacement of right-of-way (in fee simple), permanent sanitary sewer and drainage easements, water and slope/grading easements and temporary construction easement and related improvements necessary for the Rockhill Parkway Project (from the Dallas North Tollway to East of SH 289); giving notice of an official determination to acquire property for said right-of-way and easements; authorizing the City Manager to establish procedures for acquiring the right-of-way and easements on said property, offering to acquire the right-of-way and easements voluntarily from the landowner 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.

Background Information: The City of Frisco is opening bids for construction of Rockhill Parkway on January 22, 2013.

The City of Frisco needs to acquire right-of-way (in fee simple), permanent sanitary sewer and drainage easements, water and slope/grading easements and temporary construction easement for the Rockhill Parkway project.

The acquisition, whether by voluntary donation, purchase based on the independent appraisal or through eminent domain proceedings, of the following properties is necessary for the Rockhill Parkway project:

Property Owner	Property Description	Exhibit	Area
Wilpat Real Estate Partners, Ltd	Drainage 8.1	1	0.669
Wilpat Real Estate Partners, Ltd	ROW 8.1	2	0.066
Wilpat Real Estate Partners, Ltd	ROW 8.2	3	1.477
Wilpat Real Estate Partners, Ltd	Slope 8.1	4	0.435
Wilpat Real Estate Partners, Ltd	Slope 8.2	5	0.109
Wilpat Real Estate Partners, Ltd	TCE 8.1	6	2.167
Wilpat Real Estate Partners, Ltd	Water 8.1	7	0.408
Wilpat Real Estate Partners, Ltd	Water 8.2	8	0.011
Wilpat Real Estate Partners, Ltd	TCE (Panther Creek)	9	0.9263
Collin G/G&B LLC, a Delaware LLC	Drainage & Utility	10	0.027
Collin G/G&B LLC, a Delaware LLC	Drainage 2.1	11	0.602
Collin G/G&B LLC, a Delaware LLC	Drainage 2.2	12	0.108
Collin G/G&B LLC, a Delaware LLC	Drainage 2.3	13	0.090
Collin G/G&B LLC, a Delaware LLC	Drainage 2.4	14	0.137
Collin G/G&B LLC, a Delaware LLC	Drainage 2.5	15	0.264
Collin G/G&B LLC, a Delaware LLC	Drainage 2.6	16	0.053
Collin G/G&B LLC, a Delaware LLC	Sidewalk 2.1	17	0.113
Collin G/G&B LLC, a Delaware LLC	Sidewalk 2.2	18	0.081
Collin G/G&B LLC, a Delaware LLC	TCE 2.1	19	2.873
Collin G/G&B LLC, a Delaware LLC	TCE 2.2	20	3.408
Collin G/G&B LLC, a Delaware LLC	Water 2.1	21	1.018
Collin G/G&B LLC, a Delaware LLC	ROW	22	8.688
Collin G/G&B LLC, a Delaware LLC	Street 2.1	23	0.113
Collin G/G&B LLC, a Delaware LLC	Street 2.2	24	0.081

The City will first request each landowner to donate the necessary portion of their property and make any further attempts, as reasonably determined by the City, to amicably acquire the same. If the landowner and the City cannot reach an agreement after making these attempts, the City will move forward with acquiring the necessary right of way (in fee simple) through the eminent domain process, with the first step being the making of the bona fide offer required by SB 18. The City's desired date for the completion of this project will impact the City's efforts to acquire the necessary parcels as described herein.

Alternatives: The City Council could consider the following alternatives:

- Approval of Resolution, in whole or in part. Since multiple units of property are made a part of the Resolution, SB 18 allows a single ordinance, resolution or order to be adopted if: (a) the motion indicates that the first record vote applies to all units of property to be condemned; and (b) the minutes of the City reflect that the first vote applies to all of those units. If more than one member of the City Council objects to adopting a single ordinance, resolution or order for all of the units of property, then a separate vote must be made for each unit;
- Denial of Resolution; or
- Send back to staff with direction.

Financial Considerations: Staff recommends funding for the acquisition of the properties through any lawful source, including but not limited to, General Obligation Bonds.

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

Supporting Documents: Supporting documents include the following items:

- Location Map
- Resolution
- Exhibits 1-24 which provide the legal description and depiction of the right- of-way parcel (in fee simple) and easements on the subject properties.

Staff Recommendation: Staff recommends approval of the Resolution, in its entirety. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

FORM OF THE MOTION TO ADOPT THE RESOLUTION (as required by SB 18):

"I move that the City of Frisco, Texas, City Council adopt the Resolution described in Agenda Item # ____ and authorize the use of the power of eminent domain to acquire for public use the right-of-way (in fee simple), permanent sanitary sewer and drainage easements, water and slope/grading easements and temporary construction easement and related improvements on the property described by metes and bounds and attached as Exhibits "1"—"_" to said Resolution, said descriptions being incorporated into this motion for all purposes, for the construction, access, repair, maintenance and replacement of the Rockhill Parkway Project (from the Dallas North Tollway to East of SH 289).

Mahard
Collin County
Wilpat
Frisco ETJ
Smotherman
Mahard 2003 Partnership
Prosper UMC
Frisco Enterprises
Greenway
TXDOT
The Heights at Rockhill Phase 1
Dallas Pkwy
Dallas North Tollway
Dallas Pkwy
Rockhill Pkwy
Parvin Branch
Preston Rd
Preston Rd

Rockhill Parkway Right of Way

Acquired Proposed

1 inch = 650 feet

0 325 650 1,300

Feet

N

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE BY EMINENT DOMAIN FOR RIGHT-OF-WAY (IN FEE SIMPLE), PERMANENT SANITARY SEWER AND DRAINAGE EASEMENTS, TEMPORARY CONSTRUCTION EASEMENTS, WATER AND SLOPE/GRADING EASEMENTS, AND RELATED IMPROVEMENTS, FOR THE CONSTRUCTION, ACCESS, REPAIR, MAINTENANCE AND REPLACEMENT OF ROCKHILL PARKWAY (FROM THE DALLAS NORTH TOLLWAY (DNT) TO EAST OF SH 289 (PRESTON ROAD) PROJECT); GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE BY EMINENT DOMAIN FOR RIGHT-OF-WAY (IN FEE SIMPLE), PERMANENT SANITARY SEWER AND DRAINAGE EASEMENTS, TEMPORARY CONSTRUCTION EASEMENTS, UTILITY EASEMENTS, WATER AND SLOPE/GRADING EASEMENTSAND RELATED IMPROVEMENTS, FOR THE CONSTRUCTION, ACCESS, REPAIR, MAINTENANCE AND REPLACEMENT(FROM THE DALLAS NORTH TOLLWAY (DNT) TO EAST OF SH 289 (PRESTON ROAD) PROJECT); AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE RIGHT-OF-WAY (IN FEE SIMPLE) AND EASEMENTS ON THE PROPERTY, OFFERING TO ACQUIRE THE RIGHT-OF-WAY (IN FEE SIMPLE) AND EASEMENTS, VOLUNTARILY, FROM THE SUBJECT LANDOWNER(S) THROUGH THE MAKING OF A BONA FIDE OFFER; 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 has further investigated and determined that there is a public necessity for the acquisition, by eminent domain, of the right-of-way (in fee simple) and permanent sanitary sewer and drainage easements, temporary construction easements, water and slope/grading easements and related improvements, (collectively, "ROW and Easements") on the property depicted on and described in ***Exhibits 1-24***, attached hereto and incorporated herein for all purposes ("Property"), and it is the City of Frisco, Texas' ("Frisco") intent to acquire the necessary ROW and Easements on the Property for the purpose of, among other things, the construction, access, repair, maintenance and replacement of roadway, sanitary sewer and drainage facilities, and related improvements, which are necessary for the Rockhill Parkway Project (between DNT and east of Preston Road) ("Project"); and

WHEREAS, the City Council has further investigated and determined that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the ROW and Easements to be acquired by eminent domain for the Project; and

WHEREAS, there may be improvements located on some of the Property acquired for this Project and such improvements may be required to be moved prior to the beginning of this Project; and

WHEREAS, the City Manager, or his designee, ("City Manager") is required to make a bona fide offer, as defined by and in compliance with §21.0113, Texas Property Code, ("Bona Fide Offer") to acquire the ROW and Easements on the Property for public use, voluntarily, from the subject landowner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with S.B. 18, enacted by the 82nd Legislature, which became effective on September 1, 2011.

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

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

SECTION 2: Acquisition of Property. The City Council hereby officially determines that there is a public necessity for and the public welfare and convenience will be served by the acquisition, by eminent domain, of the ROW on the Property, and it is Frisco's intent to acquire the ROW and Easements for public use as more specifically depicted on and described in ***Exhibits 1-24***, attached hereto, specifically for the purpose of, among other things, the construction, access, repair, maintenance and replacement of roadway, street, sidewalk, utility and drainage facilities, and related improvements, necessary for the Project.

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 opinion(s) needed by Frisco from time to time in connection with the acquisition of the ROW and Easements on the Property for the purpose of, among other things, the construction, access, repair, maintenance and replacement of roadway, sanitary sewer and drainage facilities, and related improvements, necessary for the Project. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the ROW and Easements on the Property. To this end, the City Manager shall first make a Bona Fide Offer to acquire the ROW and Easements on the Property from the subject landowner(s) voluntarily. Should the landowner(s) fail to provide the ROW and Easements, voluntarily, through said Bona

Fide Offer, the City Manager is authorized to move forward with acquiring the ROW and Easements on the Property 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 and Easements on the Property for the purpose of making the Bona Fide Offer. After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said ROW and Easements 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 and Easements on the Property, the City Manager is authorized to send a written Bona Fide Offer to the landowner(s) of said Property for the acquisition of said ROW and Easements at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Frisco to acquire the ROW and Easements, voluntarily, from said landowner(s).

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the ROW and Easements on the Property needed for the Project, on behalf of Frisco, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the ROW and Easements on the Property 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 and Easements acquired in connection with this Project, should they interfere with the intended use and enjoyment of said ROW and Easements.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the ROW and Easements, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd, & Joplin, P.C., to commence eminent domain proceedings for the acquisition of the ROW and Easements on the Property for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the ROW and Easements on the Property 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 January, 2013.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap found at the northwest corner of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County,

THENCE with the west line of said Smotherman Family Partners, Ltd., South 0°44'00" East, a distance of 67.33 feet to a point for corner; said point being the intersection of said west line and the proposed south right-of-way line of Rockhill Road;

THENCE with said proposed south right-of-way line, the following courses and distances:

North 84°50'17" West, a distance of 28.53 feet to a point for corner at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of North 87°12'52" West, 119.42 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 119.45 feet to a point at the end of said curve;
North 89°35'27" West, a distance of 92.26 feet to the **POINT OF BEGINNING**;

THENCE departing said proposed south right-of-way line, the following courses and distances:

South 0°16'09" West, a distance of 75.98 feet to a point for corner;
North 89°35'27" West, a distance of 455.19 feet to a point for corner;
North 0°24'33" East, a distance of 73.80 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 19°11'18", a radius of 125.00 feet, a chord bearing and distance of South 81°46'47" East, 41.67 feet; said point being in the in the south line of a tract of land described in Deed to the County of Collin recorded in Clerk's File No. 2001-0102095, Land Records of Collin County, Texas;

THENCE with the south line of said County of Collin tract, the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 41.86 feet to a 1/2" iron rod with cap found at the end of said curve;
South 46°22'24" East, a distance of 28.28 feet to a 1/2" iron rod with cap found for corner;
North 88°37'36" East, a distance of 189.37 feet to a 1/2" iron rod with cap found for corner;
North 43°37'36" East, a distance of 28.28 feet to a 1/2" iron rod with cap found for corner;
North 88°37'36" East, a distance of 22.55 feet to a point at the intersection of said south line and the proposed south right-of-way line of Rockhill Road;

THENCE with said proposed south right-of-way line, South 89°35'27" East, a distance of 161.92 feet to the **POINT OF BEGINNING** and containing 29,147 square feet or 0.669 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).



10.2.12

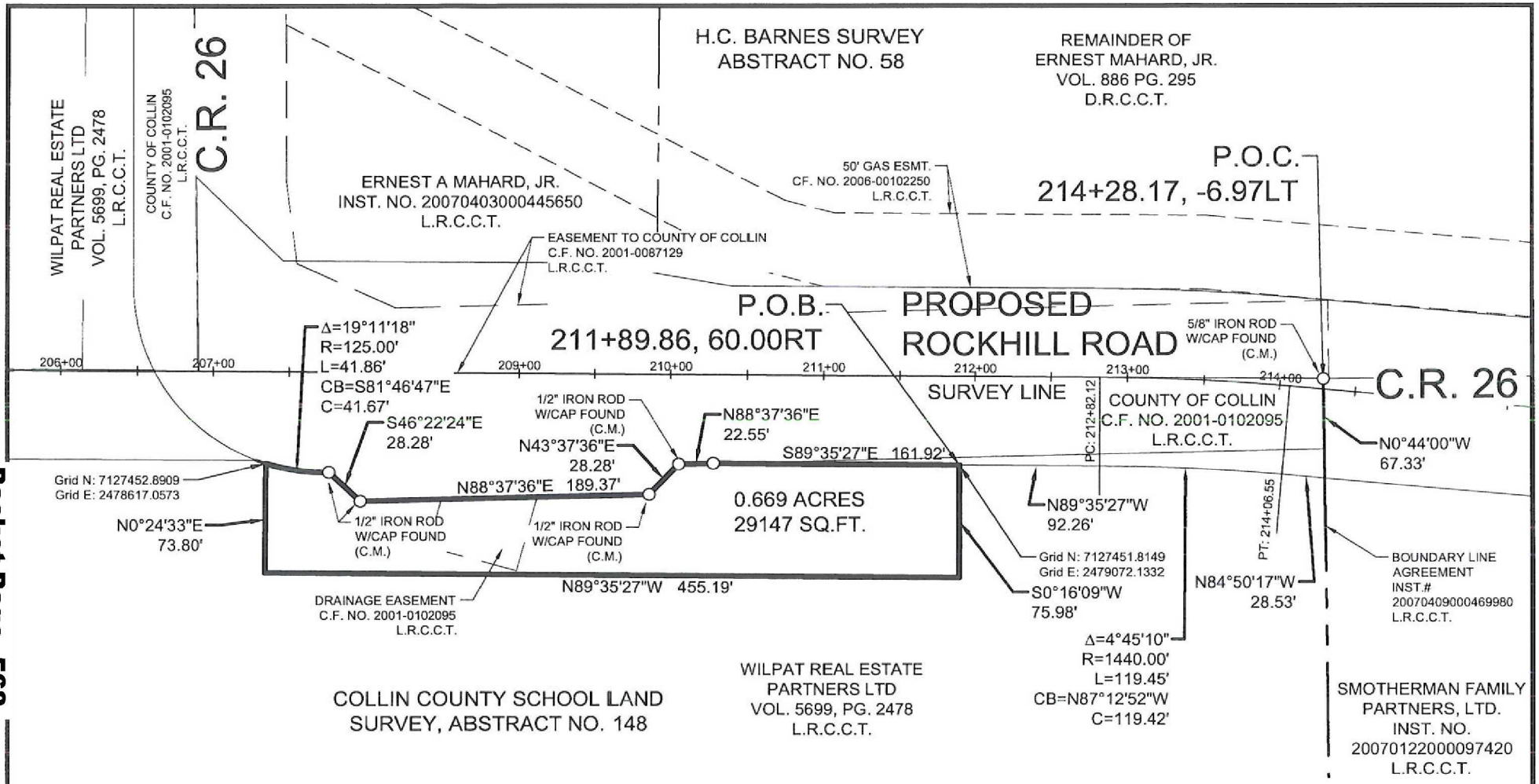
Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

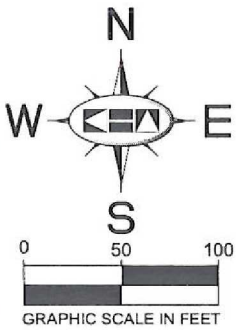
DRAINAGE EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/2/2012	061123017	1 OF 2

PLOTTED BY DUNN, STACY 10/2/2012 4:45 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

DRAINAGE EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/2/2012	061123017	2 OF 2

PLOTTED BY DUNN, STACY 10/2/2012 4:46 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE AND UTILITY 8-1.DWG LAST SAVED 10/2/2012 4:45

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
PANTHER CREEK SEWER INTERCEPTOR – PHASE 2
WILPAT REAL ESTATE PARTNERS, LTD. TRACT
IN THE J.R. HOGUE SURVEY, ABSTRACT NO. 406 and the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 148, COLLIN COUNTY, TEXAS

PART 1:

BEING a 0.9263 acre tract of land situated in the J.R. Hogue Survey, Abstract No. 406 and the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas, and being part of the "Second Tract" and "Third Tract" as described in deed to Wilpat Real Estate Partners, Ltd., as recorded in Volume 5699, Page 2478, of the Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "DALTECH" found in the south right-of-way line of County Road 26 as recorded in County Clerk's Document No. 2001-0102095 and on the eastline of said Wilpat Real Estate Partners tract;

THENCE South 88 degrees 37 minutes 56 seconds West, along said south right-of-way line, a distance of 427.84 feet to a point for corner;

THENCE South 43 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 28.28 feet to a point for corner;

THENCE South 88 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 8.55 feet to the POINT OF BEGINNING;

THENCE South 15 degrees 35 minutes 49 seconds West, departing said south line, a distance of 927.56 feet to a point for corner;

THENCE South 62 degrees 00 minutes 52 seconds West, a distance of 799.02 feet to a point for corner;

THENCE South 40 degrees 33 minutes 14 seconds West, a distance of 437.97 feet to a point for corner;

THENCE South 51 degrees 48 minutes 51 seconds West, a distance of 523.31 feet to a point for corner on the south line of said Wilpat Real Estate Partners tract and the north line of a tract of land described as the "Wood Farm" in deed to Bert Fields Jr., as recorded in Volume 655, Page 260 D.R.C.C.T.;

THENCE North 89 degrees 58 minutes 08 seconds West, along said north and south lines, a distance of 24.25 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc." (hereafter referred to as "with cap") set for corner;

THENCE North 51 degrees 48 minutes 51 seconds East, departing said north and south lines, a distance of 540.89 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 40 degrees 33 minutes 14 seconds East, a distance of 439.34 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 62 degrees 00 minutes 52 seconds East, a distance of 795.43 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 15 degrees 35 minutes 49 seconds East, a distance of 916.55 feet to a 1/2-inch iron rod with cap set for corner on the south right-of-way line of said County Road 26;

THENCE North 88 degrees 37 minutes 56 seconds East, along said south line, a distance of 15.68 feet to the POINT OF BEGINNING AND CONTAINING 40,351 square feet, or 0.9263 acres of land, more or less.

PART 2:

BEING a 0.9303 acre tract of land situated in the J.R. Hogue Survey, Abstract No. 406 and the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas, and being part of the "Second Tract" and "Third Tract" as described in deed to Wilpat Real Estate Partners, Ltd., as recorded in Volume 5699, Page 2478, of the Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "DALTECH" found in the south right-of-way line of County Road 26 as recorded in County Clerk's Document No. 2001-0102095 and on the east line of said Wilpat Real Estate tract;

THENCE South 88 degrees 37 minutes 56 seconds West, along said south right-of-way line, a distance of 427.84 feet to a point for corner;

THENCE South 43 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 28.28 feet to a point for corner;

THENCE South 88 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 50.37 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc." (hereafter referred to as "with cap") set for the POINT OF BEGINNING;

THENCE South 15 degrees 35 minutes 49 seconds West, departing said south line, a distance of 898.21 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 62 degrees 00 minutes 52 seconds West, a distance of 789.45 feet to a1/2-inch iron rod with cap set for corner;

THENCE South 40 degrees 33 minutes 14 seconds West, a distance of 441.61 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 51 degrees 48 minutes 51 seconds West, a distance of 570.17 feet to a 1/2-inch iron rod with cap set for corner on the south line of said Wilpat Real Estate Partners tract and the north line of a tract of land described as the "Wood Farm" in deed to Bert Fields Jr., as recorded in Volume 655, Page 260, D.R.C.C.T.;

THENCE North 89 degrees 58 minutes 08 seconds West, along said north and south lines, a distance of 24.25 feet to a point for corner;

THENCE North 51 degrees 48 minutes 51 seconds East, departing said north and south lines, a distance of 587.74 feet to a point for corner;

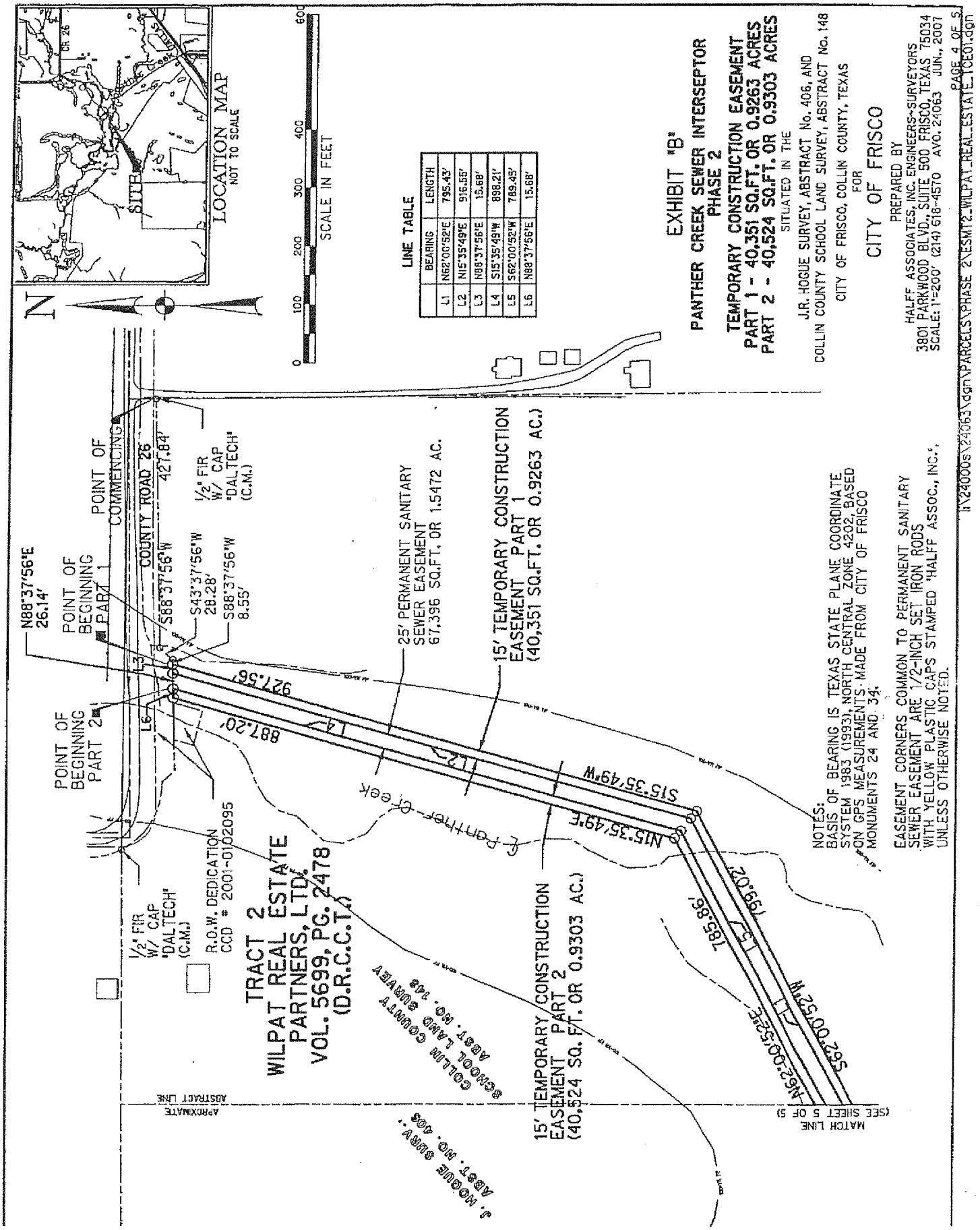
THENCE North 40 degrees 33 minutes 14 seconds East, a distance of 442.97 feet to a point for corner;

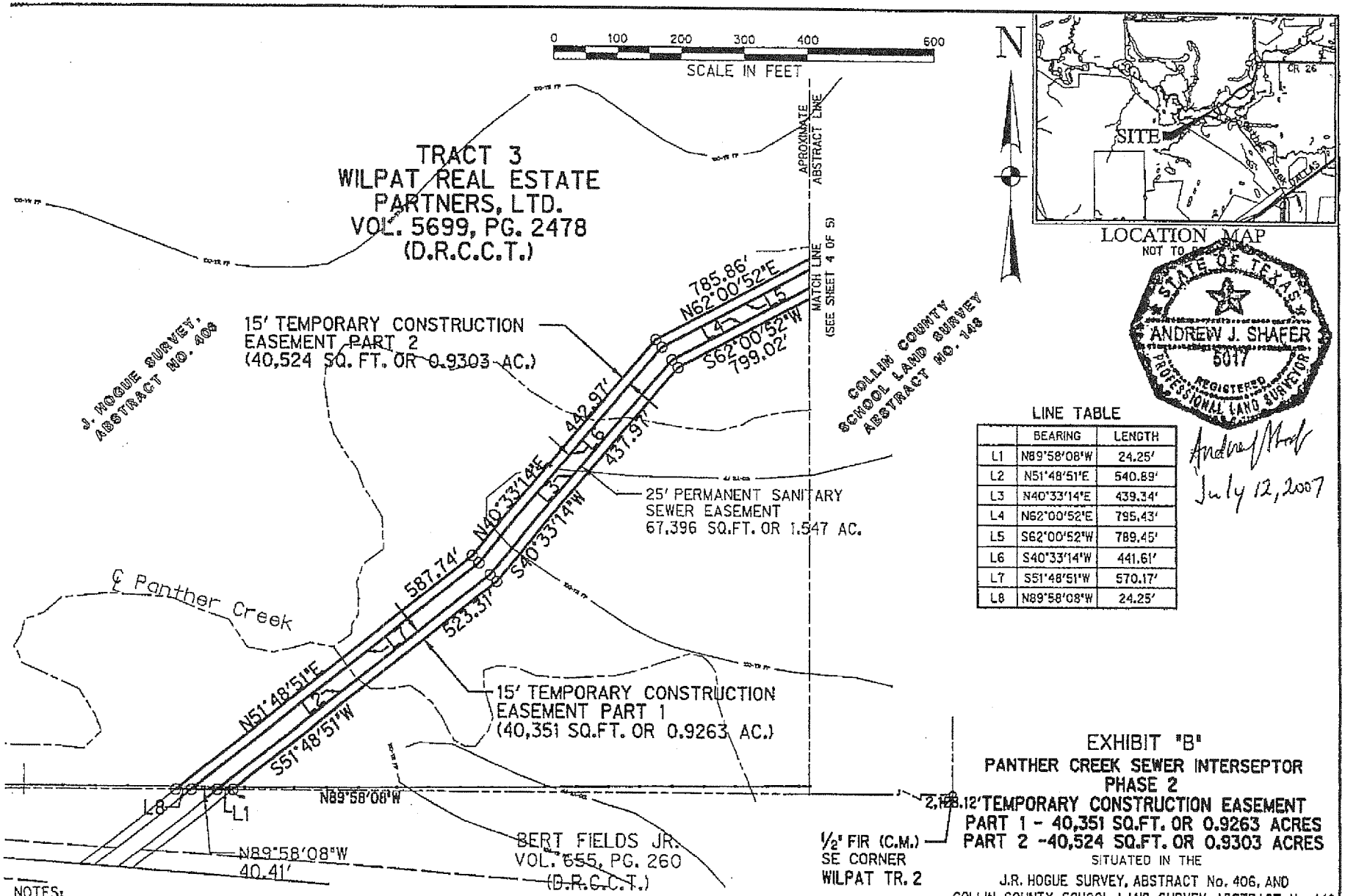
THENCE North 62 degrees 00 minutes 52 seconds East, a distance of 785.86 feet to a point for corner;

THENCE North 15 degrees 35 minutes 49 seconds East, a distance of 887.20 feet to a point for corner on the south right-of-way line of said County Road 26;

THENCE North 88 degrees 37 minutes 56 seconds East, along said south line, a distance of 15.68 feet to the POINT OF BEGINNING AND CONTAINING 40,524 square feet, or 0.9303 acres of land, more or less.




EXHIBIT "B"
PANTHER CREEK SEWER INTERSEPTOR
PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
PART 1 - 40,351 SQ.FT. OR 0.9263 ACRES
PART 2 - 40,524 SQ.FT. OR 0.9303 ACRES
SITUATED IN THE
J.R. HOGUE SURVEY, ABSTRACT No. 406, AND
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO
PREPARED BY
HALFF ASSOCIATES, INC. ENGINEERS-SURVEYORS
3801 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS 75034
SCALE: 1"=200' (214) 618-4570 AVG. 24063 JUN., 2007
PAGE 4 OF 5
I:\24000s\24063\dgn\PARCELS\PHASE 2\ESMT2_WILPAT_REAL_ESTATE_TCE01.dgn
LOCATION MAP
NOT TO SCALE
SITE
CR 26
SCALE IN FEET
0 100 200 300 400 600
N
LINE TABLE
BEARING LENGTH
L1 N62°00'52"E 795.43'
L2 N15°35'49"E 916.55'
L3 N88°37'56"E 15.68'
L4 S15°35'49"W 898.21'
L5 S62°00'52"W 789.45'
L6 N88°37'56"E 15.68'
N88°37'56"E 26.14'
POINT OF BEGINNING PART 1
POINT OF COMMENCING
COUNTY ROAD 26
S88°37'56"W 421.84'
S43°37'56"W 28.28'
S88°37'56"W 8.55'
1/2" FIR W/ CAP "DALTECH" (C.M.)
25' PERMANENT SANITARY SEWER EASEMENT 67,396 SQ.FT. OR 1.5472 AC.
15' TEMPORARY CONSTRUCTION EASEMENT PART 1 (40,351 SQ.FT. OR 0.9263 AC.)
927.56'
887.20'
S15°35'49"W
N15°35'49"E
POINT OF BEGINNING PART 2
1/2" FIR W/ CAP "DALTECH" (C.M.)
R.O.W. DEDICATION CCD # 2001-0102095
TRACT 2
WILPAT REAL ESTATE
PARTNERS, LTD.
VOL. 5699, PG. 2478
(D.R.C.C.T.)
Panther Creek
15' TEMPORARY CONSTRUCTION EASEMENT PART 2 (40,524 SQ. FT. OR 0.9303 AC.)
COLLIN COUNTY SCHOOL LAND SURVEY ABST. NO. 148
J. HOGUE SURV. ABST. NO. 406
APPROXIMATE ABSTRACT LINE
MATCH LINE (SEE SHEET 5 OF 5)
N62°00'52"E 795.43'
785.86'
NOTES:
BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM 1983 (1993), NORTH CENTRAL ZONE 4202, BASED ON GPS MEASUREMENTS MADE FROM CITY OF FRISCO MONUMENTS 24 AND 34.
EASEMENT CORNERS COMMON TO PERMANENT SANITARY SEWER EASEMENT ARE 1/2-INCH SET IRON RODS WITH YELLOW PLASTIC CAPS STAMPED "HALFF ASSOC., INC.", UNLESS OTHERWISE NOTED.



LINE TABLE

	BEARING	LENGTH
L1	N89°58'08"W	24.25'
L2	N51°48'51"E	540.89'
L3	N40°33'14"E	439.34'
L4	N62°00'52"E	795.43'
L5	S62°00'52"W	789.45'
L6	S40°33'14"W	441.61'
L7	S51°48'51"W	570.17'
L8	N89°58'08"W	24.25'

NOTES:
BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM 1983 (1993), NORTH CENTRAL ZONE 4202, BASED ON GPS MEASUREMENTS MADE FROM CITY OF FRISCO MONUMENTS 24 AND 34.

NEW EASEMENT CORNERS COMMON TO PERMANENT SANITARY SEWER EASEMENT ARE 1/2-INCH SET IRON RODS WITH YELLOW PLASTIC CAPS STAMPED "HALFF ASSOC., INC.", UNLESS OTHERWISE NOTED.

EXHIBIT "B"

PANTHER CREEK SEWER INTERSEPTOR PHASE 2

TEMPORARY CONSTRUCTION EASEMENT
PART 1 - 40,351 SQ.FT. OR 0.9263 ACRES
PART 2 -40,524 SQ.FT. OR 0.9303 ACRES

SITUATED IN THE
J.R. HOGUE SURVEY, ABSTRACT No. 406, AND
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO

PREPARED BY
HALFF ASSOCIATES, INC. ENGINEERS~SURVEYORS
3801 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS 75034
SCALE: 1"=200' (214) 616-4570 AVO. 24063 JUN., 2007

I:\24000s\24063\dgn\PARCELS\PHASE 2\ESMT2_WILPAT_REAL_ESTATE_TCE02.dgn

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Second Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with cap found at the northwest corner of a tract of land described as "Parcel 3" in Deed to the County of Collin, recorded in Clerk's File No. 2001-0102095, Land Records of Collin County, Texas;

THENCE with the west line of said County of Collin tract, South 0°02'32" East, a distance of 150.32 feet to a point for corner;

THENCE departing said west line, South 89°57'28" West, a distance of 92.62 feet to a 5/8" iron rod with "KHA" cap set for the **POINT OF BEGINNING**; said point being the northernmost end of a right-of-way corner clip at the intersection of the proposed west right-of-way line of County Road No. 26 and the proposed north right-of-way line of Rockhill Road;

THENCE with said proposed right-of-way corner clip, South 45°24'33" West a distance of 21.21 feet to a point for corner;

THENCE departing said right-of-way line, the following courses and distances:

North 0°24'33" East, a distance of 40.00 feet to a point for corner;
South 89°35'27" East, a distance of 15.00 feet to a point for corner in said proposed west right-of-way line;

THENCE with said proposed west right-of-way line, South 0°24'33" West, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 0.011 acres or 487 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



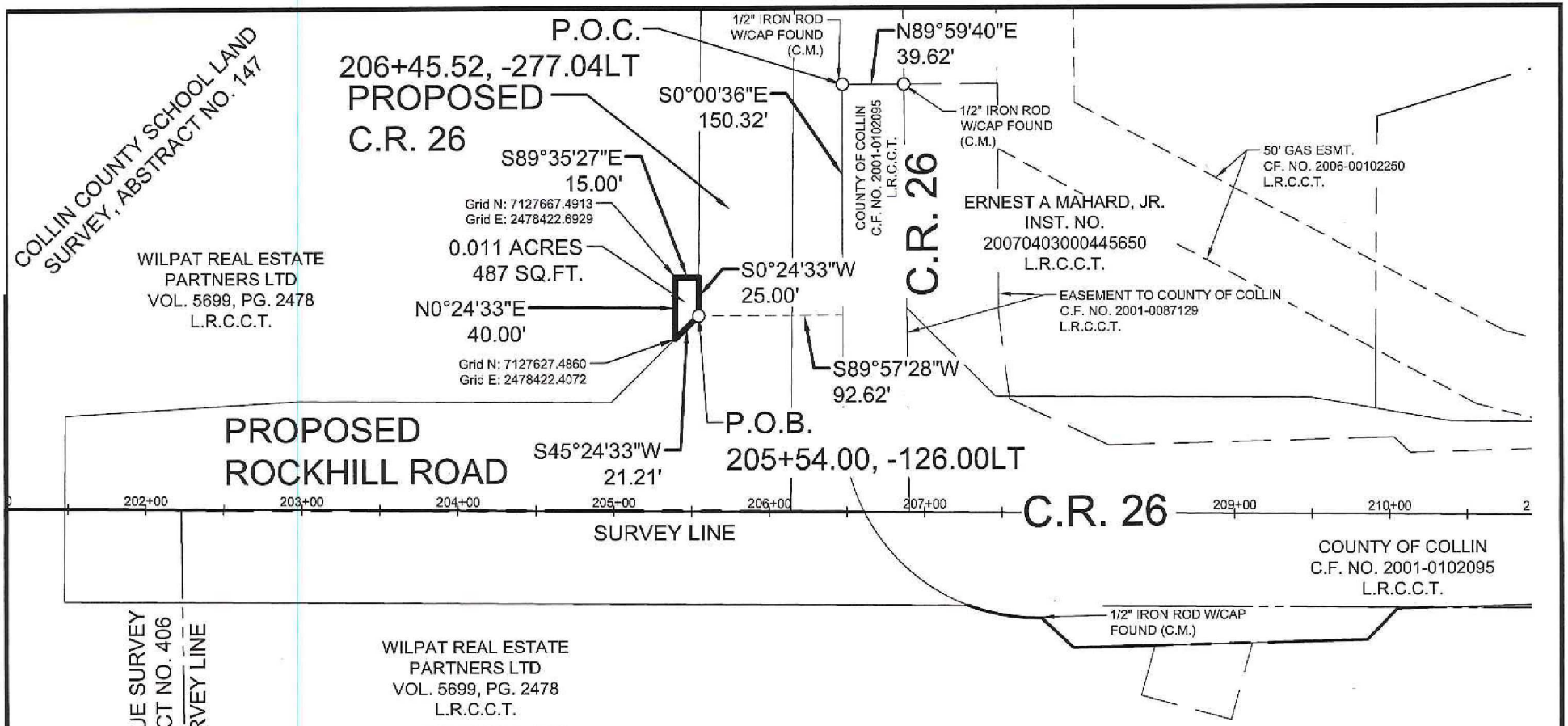
10-8-12

WATER EASEMENT 8-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 147
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/8/2012	061123017	1 OF 2

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N
W E
S

0 50 100
GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 147
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/8/2012	061123017	2 OF 2

PLOTTED BY DUNN, STACY 10/8/2012 3:23 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-WATER 8-3.DWG LAST SAVED 10/8/2012 3:20 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, and the J.R. Hogue Survey, Abstract No. 406, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the west line of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas; said point being the intersection of said west line and the proposed south right-of-way line of Rockhill Road; from said point, a 5/8" iron rod with cap found at the northwest corner of said Smotherman Family Partners, Ltd., tract bears North 00°44'00" West, a distance of 67.33 feet;

THENCE departing said south right-of-way line and with said west line, South 0°44'00" East, a distance of 15.08 feet to a point for corner;

THENCE departing said west line, the following courses and distances:

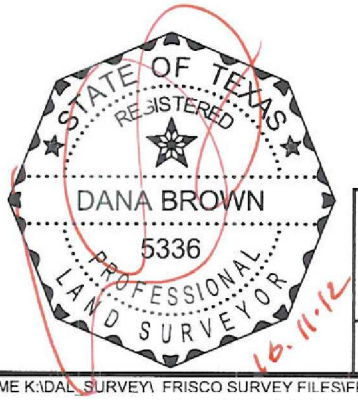
North 84°50'17" West, a distance of 30.08 feet to a point at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1425.00 feet, a chord bearing and distance of North 87°12'52" West, 118.17 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 118.21 feet to a point at the end of said curve;
North 89°35'27" West, a distance of 30.51 feet to a point for corner;
South 45°46'12" West, a distance of 86.78 feet to a point for corner;
North 89°35'27" West, a distance of 454.81 feet to a point for corner;
North 45°00'00" West, a distance of 86.86 feet to a point for corner;
North 89°35'27" West, a distance of 175.20 feet to a point for corner;
North 0°24'33" East, a distance of 15.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southernmost end of the proposed right-of-way terminus of Rockhill Road;

THENCE with the proposed south right-of-way line of Rockhill Road, South 89°35'27" East, a distance of 188.47 feet to a point for corner;

THENCE departing said proposed south right-of-way line, the following courses and distances:

South 45°00'00" East, a distance of 79.73 feet to a point for corner;
South 89°35'27" East, a distance of 438.40 feet to a point for corner;
North 45°46'12" East, a distance of 79.67 feet to a point in said proposed south right-of-way line of Rockhill Road;

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/11/2012	061123017	1 OF 4

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THENCE with said proposed south right-of-way line, the following courses and distances:

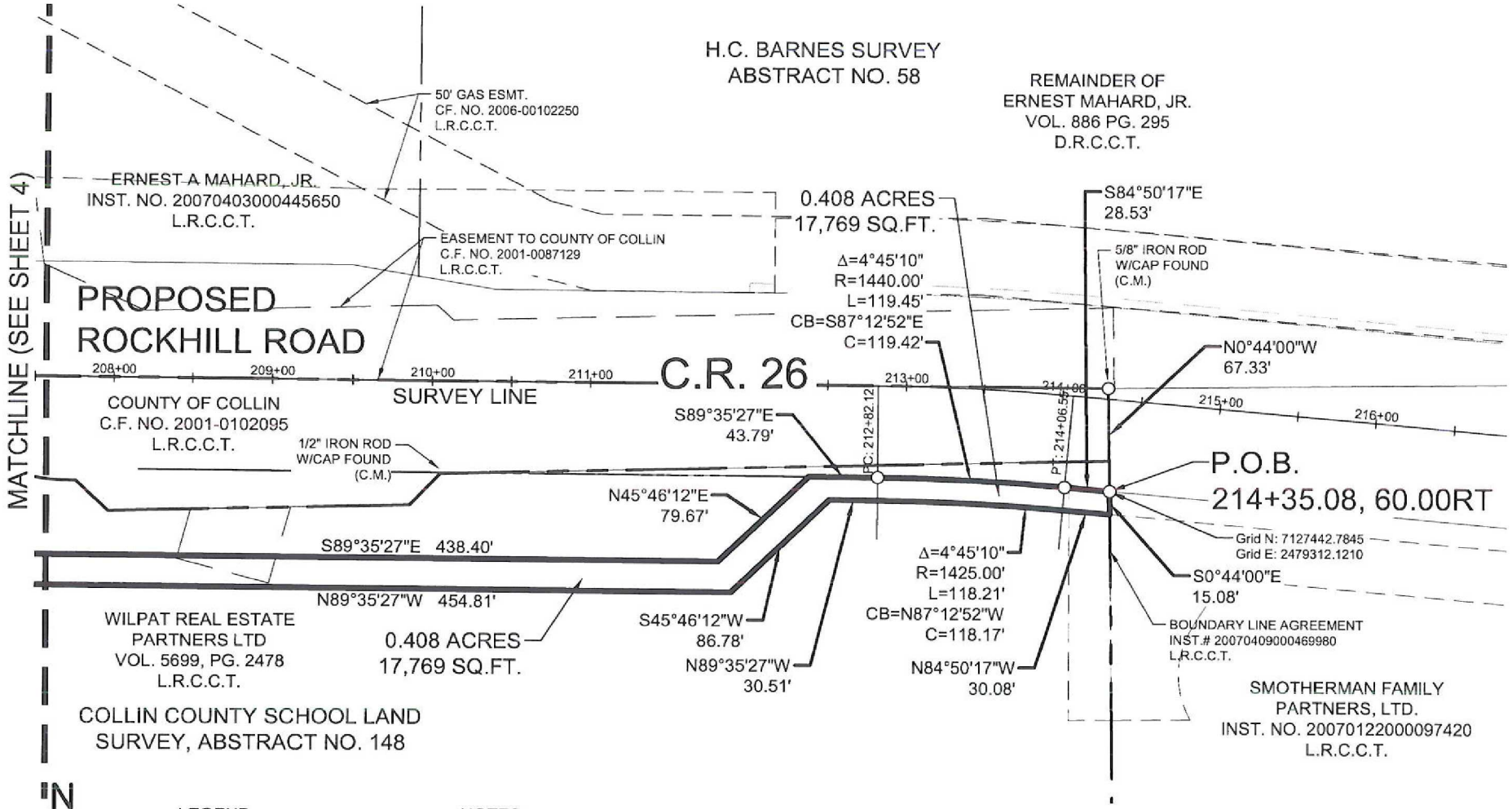
South 89°35'27" East, a distance of 43.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of South 87°12'52" East, 119.42 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 119.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;
South 84°50'17" East, a distance of 28.53 feet to the **POINT OF BEGINNING** and containing 17,769 square feet or 0.408 acres of land.

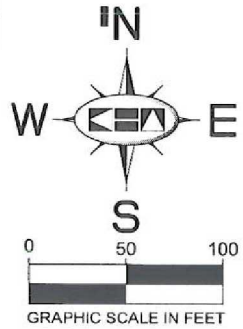
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/11/2012	061123017	2 OF 4





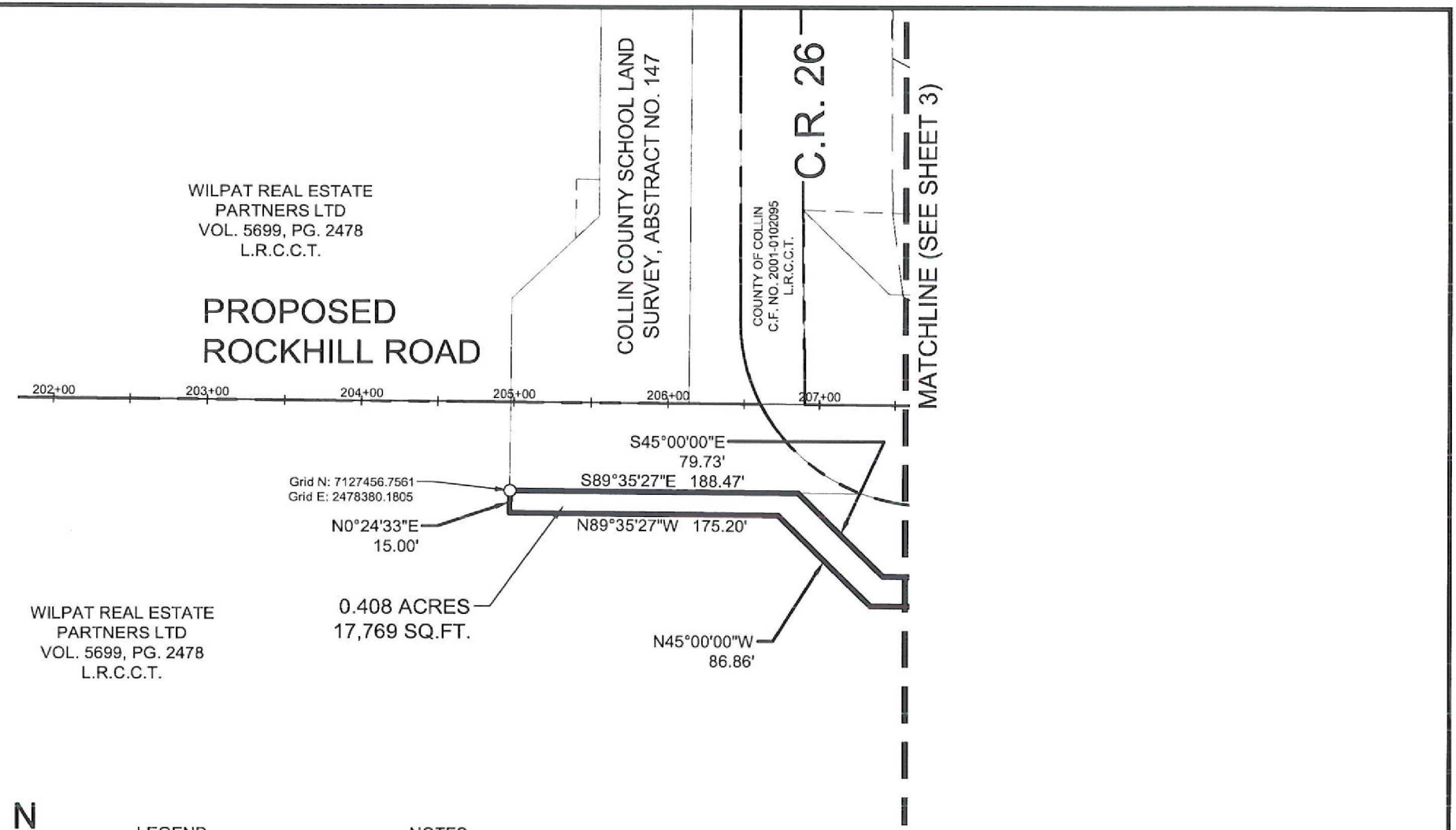
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

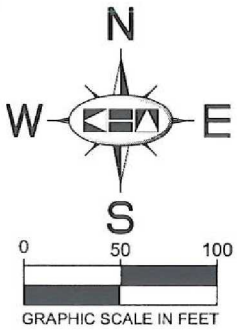
NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/11/2012	061123017	3 OF 4





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/11/2012	061123017	4 OF 4

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LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the Collin County School Land Survey, Abstract No. 147, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap found in County Road No. 26 on the south line of a tract of land described in Special Warranty Deed to Ernest Mahard, Jr., recorded in Volume 886, Page 295, Land Records of Collin County, Texas at the northwest corner of Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas for the **POINT OF BEGINNING**;

THENCE with the west line of a boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas, South 0°44'00" East, a distance of 67.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said line and the proposed south right-of-way line of Rockhill Road (a proposed 120-foot wide right-of-way);

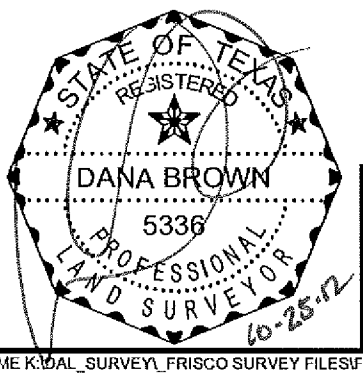
THENCE departing said proposed south right-of-way line and with west boundary agreement line agreement, South 0°44'00" East, a distance of 149.42 feet to a point for corner;

THENCE departing said west line, the following courses and distances:

South 89°34'43" West, a distance of 27.22 feet to a point for corner;
North 0°01'55" East, a distance of 53.50 feet to a point for corner;
North 87°33'56" West, a distance of 215.72 feet to a point for corner;
North 89°35'27" West, a distance of 537.19 feet to a point for corner;
North 0°24'33" East, a distance of 45.98 feet to a point for corner;
North 89°35'27" West, a distance of 174.50 feet to a point for corner;
North 0°24'33" East, a distance of 230.00 feet to a point for corner;
South 89°35'27" East, a distance of 41.72 feet to a point for corner;
North 45°24'33" East, a distance of 20.20 feet to a point for corner;
North 0°24'33" East, a distance of 328.41 feet to a point for corner;
North 89°19'00" East, a distance of 147.58 feet to a point in County Road No. 26 and in the west line of a tract of land described in Special Warranty Deed to Ernest A. Mahard, Jr., recorded in Instrument No. 20070403000445650, Official Public Records of Dallas County, Texas;

THENCE with said west line and generally along County Road No. 26, South 0°41'00" East, a distance of 20.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northeast corner of the proposed terminus of County Road No. 26 (a variable width proposed right-of-way);

THENCE departing said west line and with said proposed terminus, South 89°19'00" West, a distance of 127.95 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northwest corner of said terminus;



Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

TEMPORARY CONSTRUCTION EASEMENT 8-1
OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/25/2012	061123017	1 OF 4

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THENCE with the proposed west right-of-way line of County Road No. 26, South 0°24'33" West, a distance of 317.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northernmost end of a right-of-way corner clip at the intersection of said proposed west right-of-way line and the proposed north right-of-way line of said Rockhill Road;

THENCE with said proposed right-of-way corner clip, South 45°24'33" West, a distance of 79.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southernmost end of said right-of-way corner clip and the northernmost end of the proposed terminus of said Rockhill Road;

THENCE with the proposed terminus, South 0°24'33" West, a distance of 130.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southernmost end of said proposed terminus;

THENCE with the proposed south right-of-way line of Rockhill Road, South 89°35'27" East, a distance of 230.53 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said proposed south right-of-way line and the south line of a tract of land described in Special Warranty Deed to the County of Collin, recorded in Instrument No. 2001-0102095, Land Records of Collin County, Texas and at the beginning of a non-tangent curve to the left having a central angle of 22°15'28", a radius of 125.00 feet, a chord bearing and distance of South 80°14'42" East, 48.25 feet;

THENCE with the south line of said County of Collin tract and the proposed south right-of-way line of Rockhill Road, the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 48.56 feet to a 1/2" iron rod with cap found at the end of said curve;
South 46°22'24" East, a distance of 28.28 feet to a 1/2" iron rod with cap found for corner;
North 88°37'36" East, a distance of 189.37 feet to a 1/2" iron rod with cap found for corner;
North 43°37'36" East, a distance of 28.28 feet to a 1/2" iron rod with cap found for corner;
North 88°37'36" East, a distance of 22.55 feet to a 1/2" iron rod with cap found for corner;

THENCE departing said south line of the County of Collin tract and with said proposed south right-of-way line of Rockhill Road, the following courses and distances:

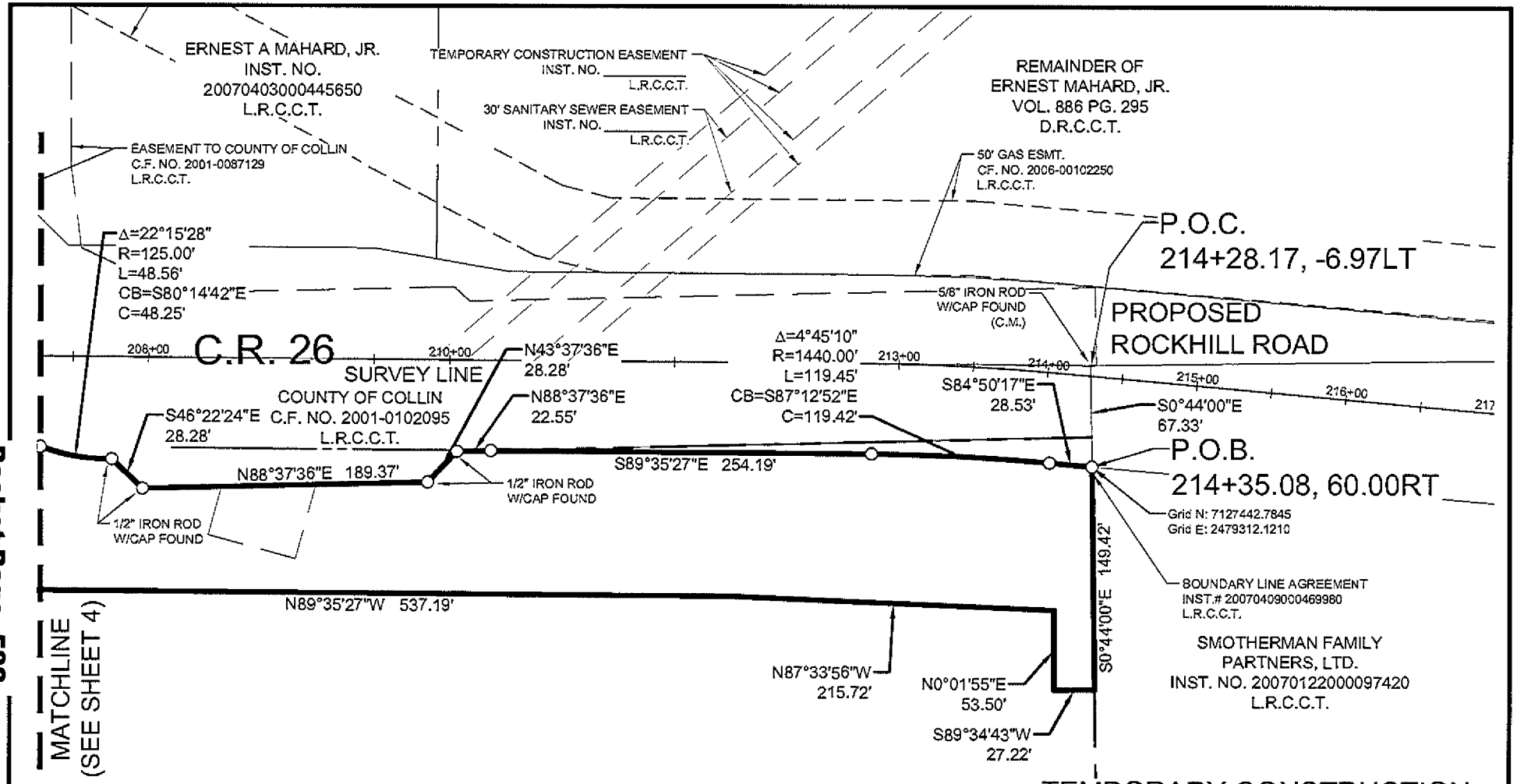
South 89°35'27" East, a distance of 254.19 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of South 87°12'52" East, 119.42 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 119.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;
South 84°50'17" East, a distance of 28.53 feet to the **POINT OF BEGINNING** and containing 2.167 acres or 94,408 square feet of land.

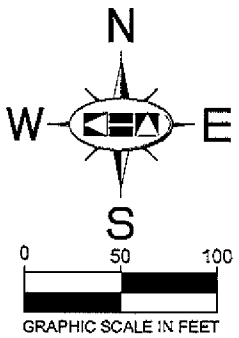
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

TEMPORARY CONSTRUCTION EASEMENT 8-1
OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/25/2012	061123017	2 OF 4





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

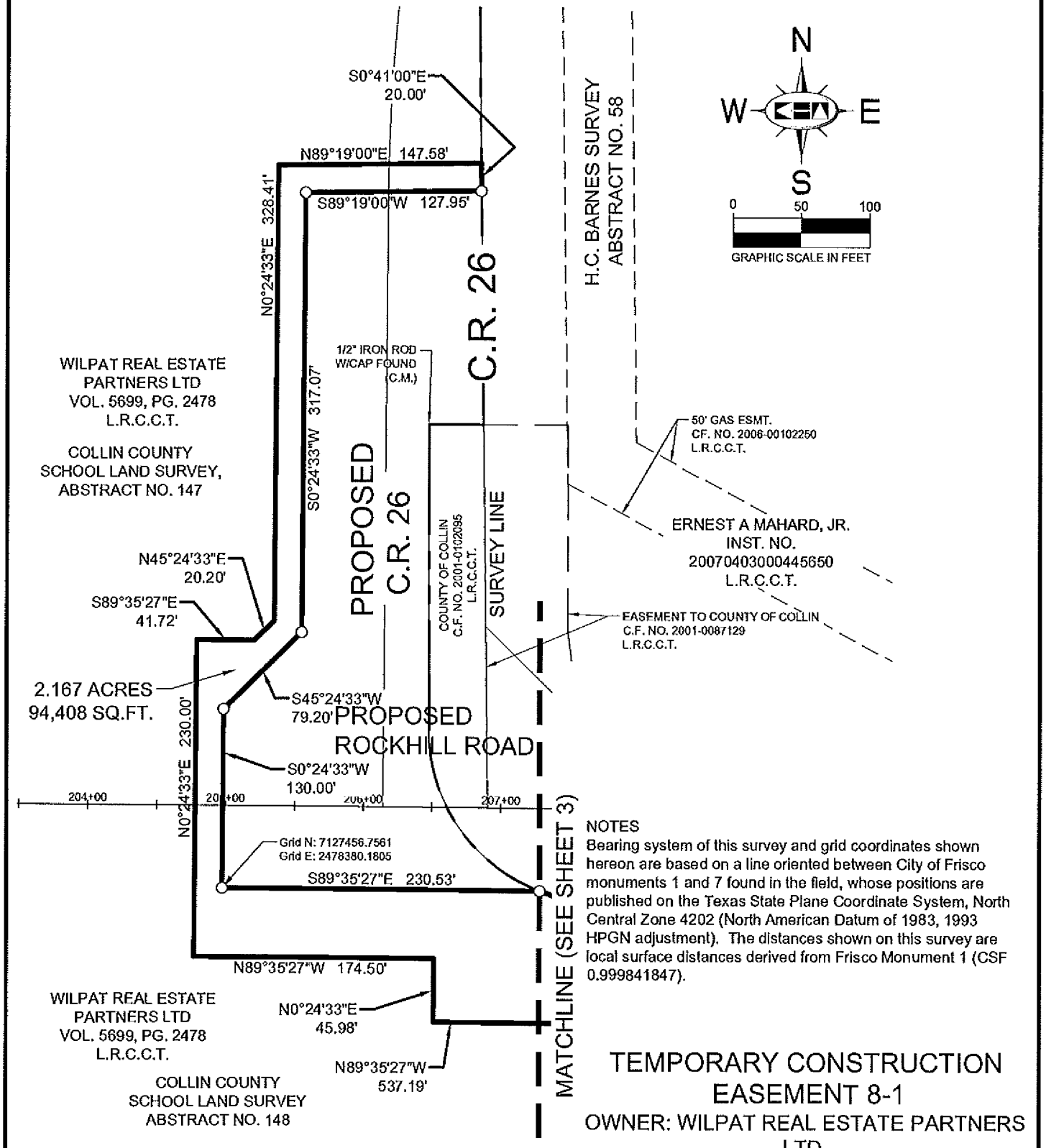
TEMPORARY CONSTRUCTION EASEMENT 8-1

OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/25/2012	061123017	3 OF 4

PLOTTED BY DUNN, STACY 10/25/2012 1:26 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-TTCE 8-2 ALT.DWG LAST SAVED 10/25/2012 1:26 PM



NOTES

Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

TEMPORARY CONSTRUCTION EASEMENT 8-1

OWNER: WILPAT REAL ESTATE PARTNERS LTD.

COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/25/2012	061123017	4 OF 4

PLOTTED BY DUNN, STACY 10/25/2012 1:26 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap found at the northwest corner of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas;

THENCE the west line of said Smotherman Family Partners, Ltd. tract, South 0°44'00" East, a distance of 67.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said west line and the proposed south right-of-way line of Rockhill Road;

THENCE with said south right-of-way line, the following courses and distances:

North 84°50'17" West, a distance of 28.53 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of North 87°12'52" West, 119.42 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 119.45 feet to a point at the end of said curve;
North 89°35'27" West, a distance of 254.19 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
South 88°37'36" West, a distance of 22.55 feet to a 1/2" iron rod with cap found for corner;
South 43°37'36" West, a distance of 28.28 feet to a 1/2" iron rod with cap found for corner;
South 88°37'36" West, a distance of 189.37 feet to a 1/2" iron rod with cap found for corner;
North 46°22'24" West, a distance of 28.28 feet to a 1/2" iron rod with cap found at the beginning of a non-tangent curve to the right having a central angle of 19°11'18", a radius of 125.00 feet, a chord bearing and distance of North 81°46'47" West, 41.67 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 41.86 feet to the **POINT OF BEGINNING**;

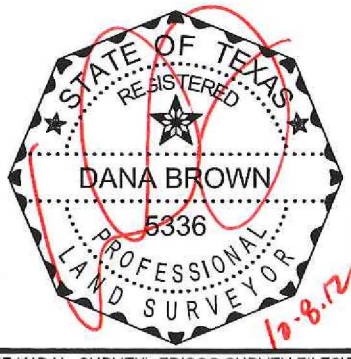
THENCE departing said proposed south right-of-way line, the following courses and distances:

South 0°24'33" West, a distance of 73.80 feet to a point for corner;
North 89°35'27" West, a distance of 62.36 feet to a point for corner;
North 0°24'33" East, a distance of 76.00 feet to a point in said proposed south right-of-way line of Rockhill Road;

THENCE with the proposed south right-of-way line of Rockhill Road, the following courses and distances:

South 89°35'27" East, a distance of 56.02 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 3°04'10", a radius of 125.00 feet, a chord bearing and distance of South 70°39'03" East, 6.70 feet;
In a southeasterly direction with said curve to the left, an arc distance of 6.70 feet to the **POINT OF BEGINNING** and containing 4,731 square feet or 0.109 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).



10-8-12

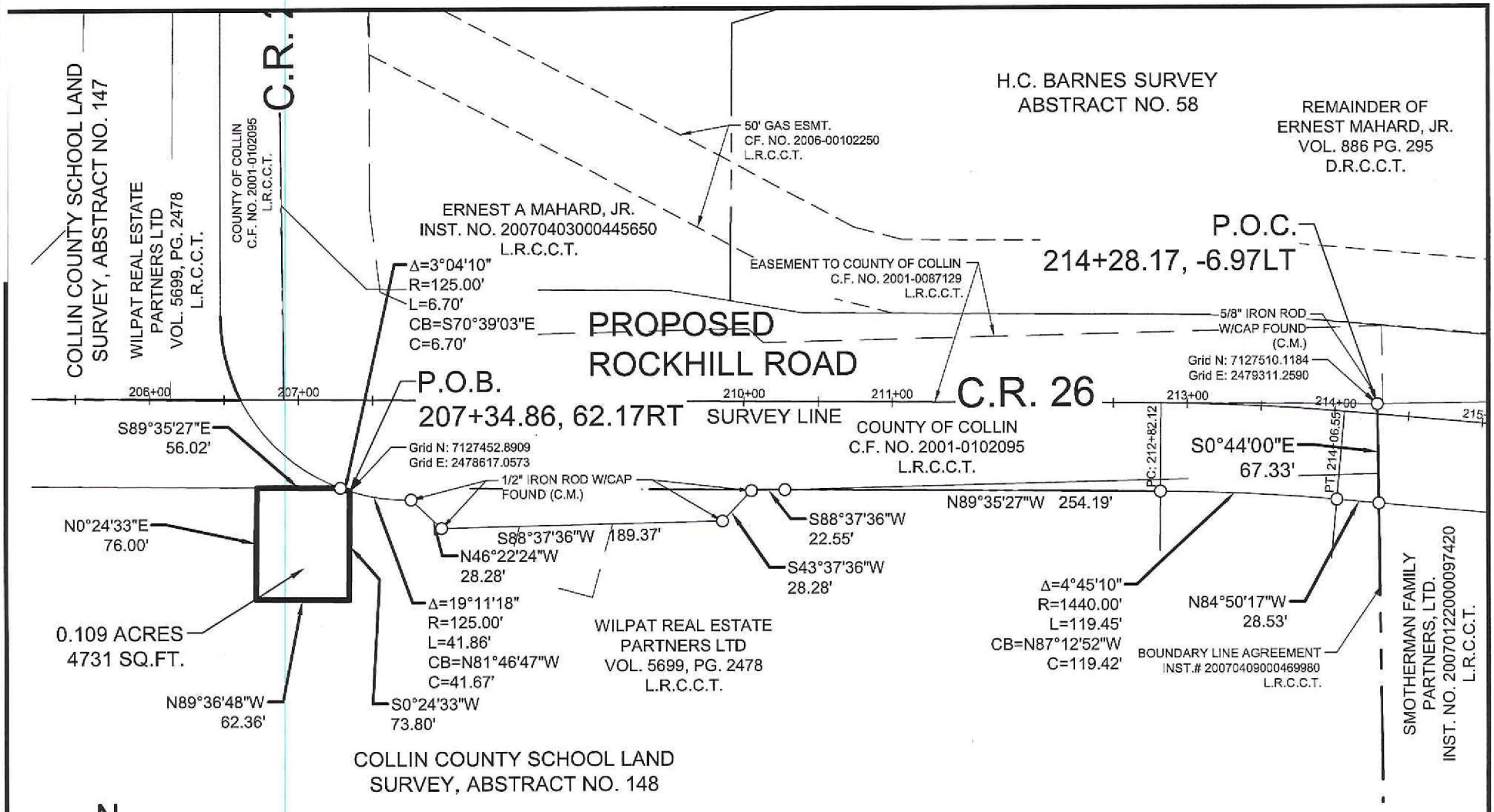
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

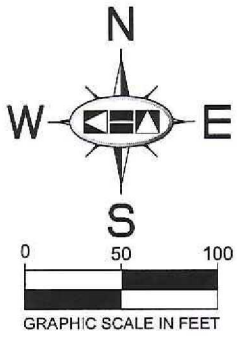
SLOPE EASEMENT 8-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/8/2012	061123017	1 OF 2

PLOTTED BY DUNN, STACY 10/8/2012 2:58 PM DWG NAME K:\DAL_SURVEY\ FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

SLOPE EASEMENT 8-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/8/2012	061123017	2 OF 2

PLOTTED BY DUNN, STACY 10/8/2012 2:58 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FR|_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SLOPE 8-2.DWG LAST SAVED 10/8/2012 2:58 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" set in the west line of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas; said point being the intersection of said west line and the proposed south right-of-way line of Rockhill Road; from said point, a 5/8" iron rod with cap found at the northwest corner of said Smotherman Family Partners, Ltd., tract bears North 00°44'00" West, a distance of 67.33;

THENCE departing said south right-of-way line and with said west line, South 0°44'00" East, a distance of 47.19 feet to a point for corner;

THENCE departing said west line, the following courses and distances:

North 87°33'56" West, a distance of 241.51 feet to a point for corner;
North 0°16'09" East, a distance of 75.98 feet to a point in the proposed south right-of-way line of Rockhill Road;

THENCE with said proposed south right-of-way line, the following courses and distances:

South 89°35'27" East, a distance of 92.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of South 87°12'52" East, 119.42 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 119.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;
South 84°50'17" East, a distance of 28.53 feet to the **POINT OF BEGINNING** and containing 18,933 square feet or 0.435 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR

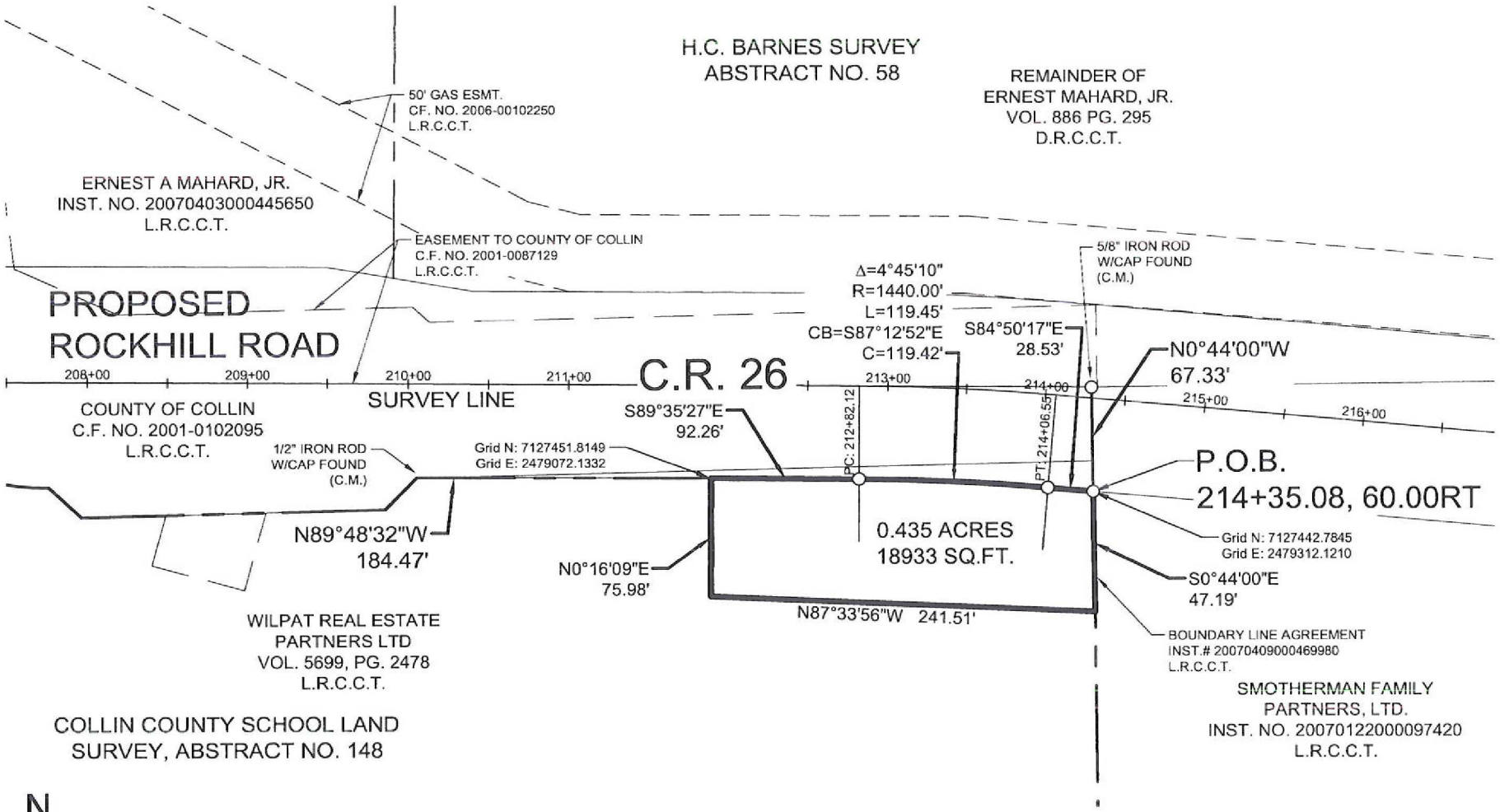
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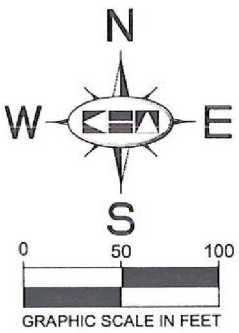
SLOPE EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/3/2012	061123017	1 OF 2

PLOTTED BY DUNN, STACY 10/3/2012 11:05 AM DWG NAME K:\DAL_SURVEY\ FRISCO SURVEY FILES\FRI SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

SLOPE EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/3/2012	061123017	2 OF 2

PLOTTED BY DUNN, STACY 10/3/2012 11:05 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SLOPE 8-1.DWG LAST SAVED 10/3/2012 11:05 AM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the Collin County School Land Survey, Abstract No. 147, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the south right-of-way line of County Road No. 26 at the southernmost southwest corner of a tract of land described as "Parcel 2" in Deed to the County of Collin, recorded in Clerk's File No. 2001-0102095, Land Records of Collin County, Texas;

THENCE departing said south right-of-way line and with the proposed south right-of-way line of Rockhill Road, North 89°35'27" West, a distance of 230.53 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southwest corner of the westerly terminus of said Rockhill Road;

THENCE with said proposed terminus, North 0°24'33" East, a distance of 130.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northwest corner of said terminus and the southernmost end of a right-of-way corner clip at the intersection of the proposed north right-of-way line of said Rockhill Road and the proposed west right-of-way line of County Road No. 26 (a variable width proposed right-of-way);

THENCE with said proposed right-of-way corner clip, North 45°24'33" East, a distance of 79.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northernmost end of said proposed right-of-way corner clip;

THENCE with said proposed west right-of-way line, the following courses and distances:

North 0°24'33" East, a distance of 317.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
North 89°19'00" East, a distance of 127.95 feet to a 5/8" iron rod with plastic cap stamped "KHA" set generally in County Road No. 26 and in the west line of a tract of land described in Quitclaim Deed to Ernest A. Mahard, Jr., recorded in Instrument No. 20070403000445650, Land Records of Collin County, Texas;

THENCE with said west line and generally along County Road No. 26, South 0°41'00" East, a distance of 168.21 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northeast corner of said County of Collin tract;

THENCE with the north line of said County of Collin tract, South 89°59'40" West, a distance of 39.62 feet to a 1/2" iron rod with cap found at the northwest corner of said County of Collin tract;

THENCE with the west line of said County of Collin tract and generally along said County Road No. 26, South 0°02'32" East, a distance of 220.93 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 69°04'26", a radius of 125.00 feet, a chord bearing and distance of South 34°34'45" East, 141.73 feet;

THENCE in a southeasterly direction with said curve to the left, an arc distance of 150.70 feet to the **POINT OF BEGINNING** and containing 1.477 acres or 64,346 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

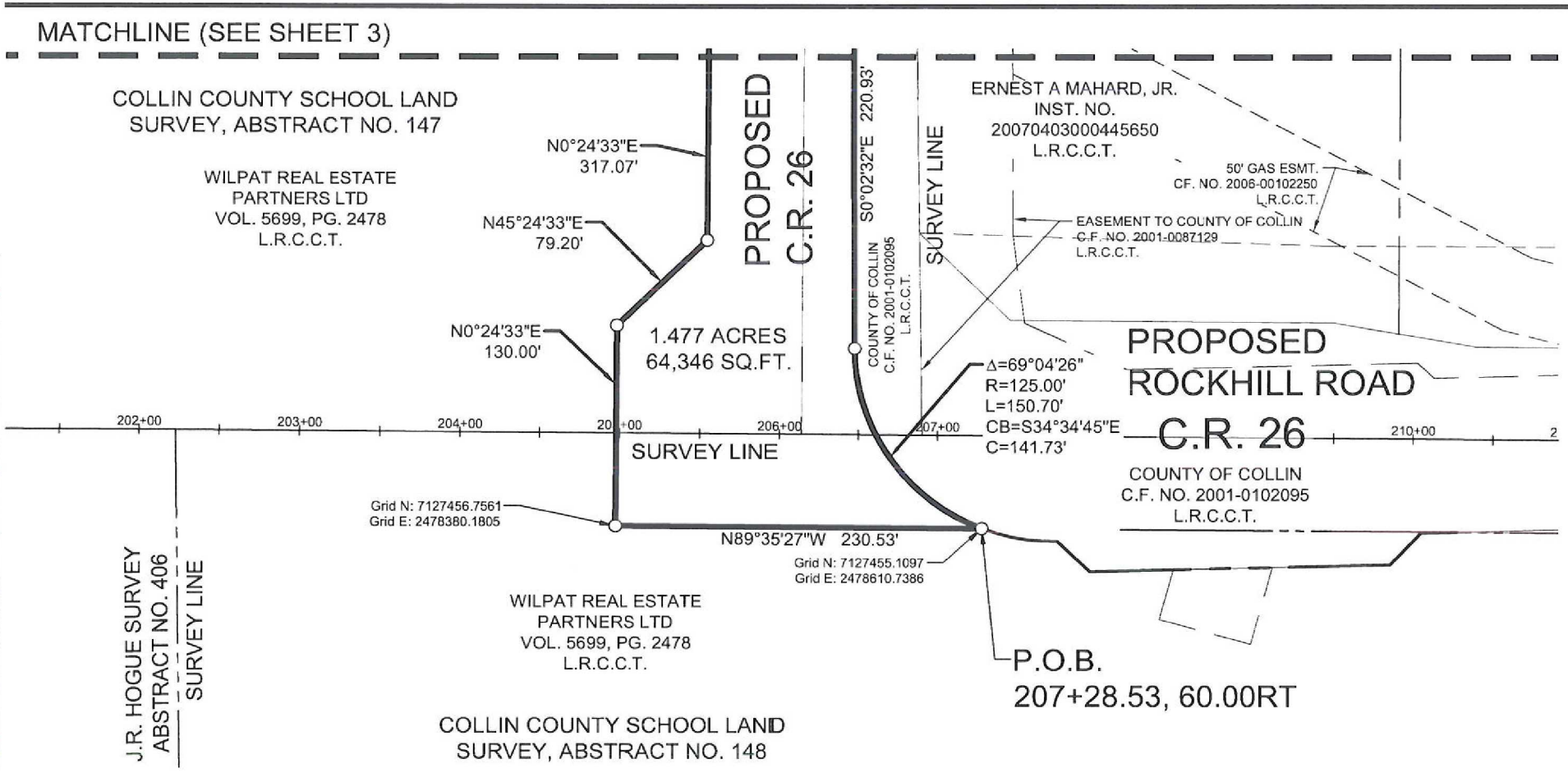
Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



PARCEL 8-2
OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/11/2012	061123017	1 OF 3



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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

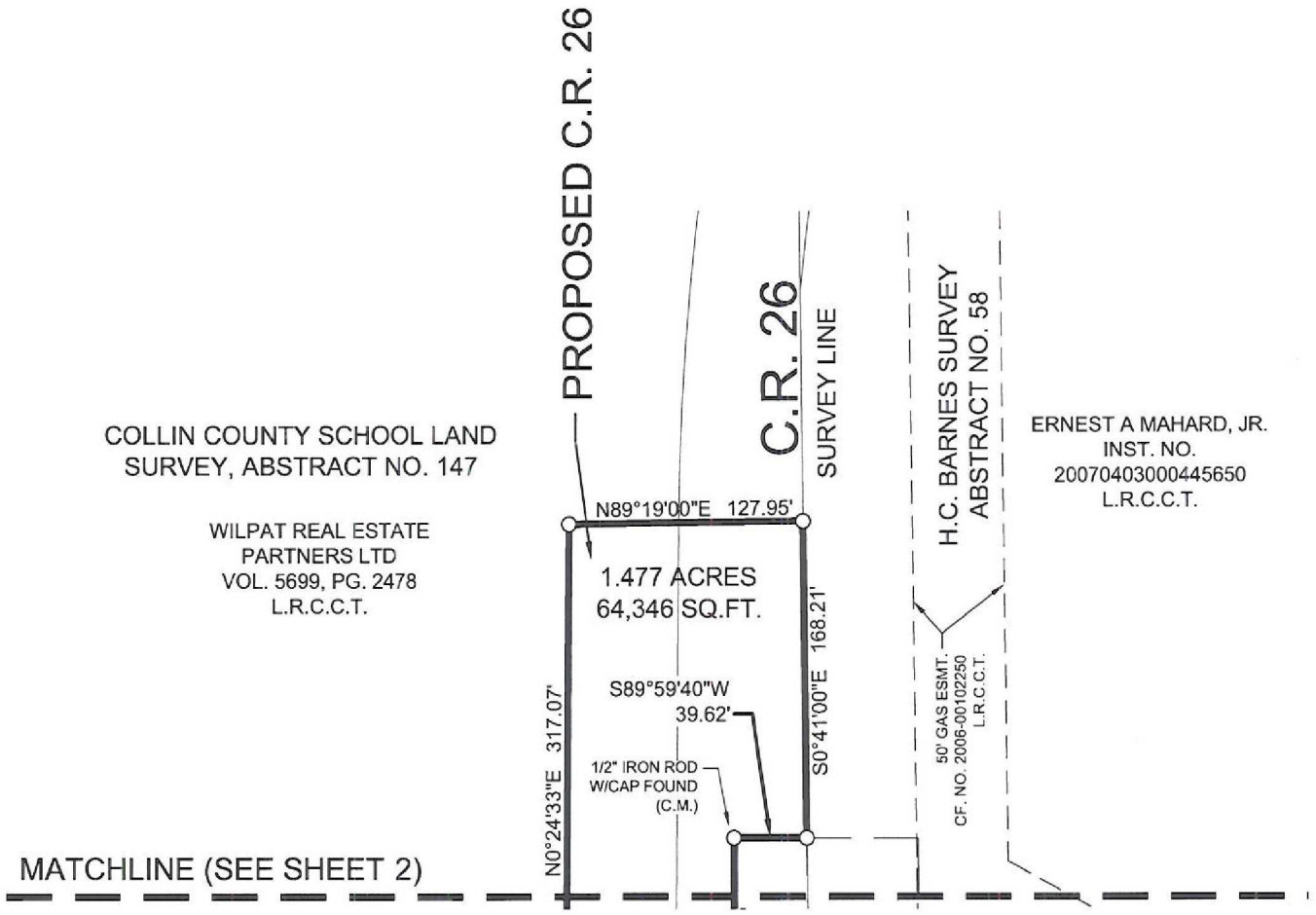
PARCEL 8-2

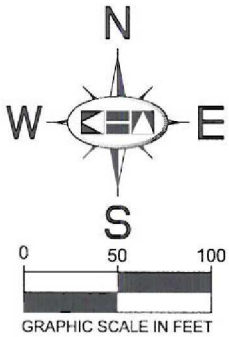
OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/11/2012	061123017	2 OF 3

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LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

PARCEL 8-2

OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/11/2012	061123017	3 OF 3

PLOTTED BY DUNN, STACY 10/11/2012 2:55 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the west line of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas; said point being the southeast corner of a tract of land described as "Parcel 2" in Deed to the County of Collin, recorded in Clerk's File No. 2001-0102095, Land Records of Collin County, Texas;

THENCE departing said south line and with said west line, South 0°44'00" East, a distance of 19.82 feet to a 5/8" iron rod with "KHA" cap set for corner at the intersection of said west line and the proposed south right-of-way line of Rockhill Road;

THENCE departing said west line and with said proposed south right-of-way line, the following courses and distances:

North 84°50'17" West, a distance of 28.53 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of North 87°12'52" West, 119.42 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 119.45 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;
North 89°35'27" West, a distance of 254.19 feet to a 5/8" iron rod with "KHA" cap set for corner at the intersection of said south right-of-way line of County Road No. 26 and said proposed south right-of-way line of Rockhill Road;

THENCE with said south right-of-way line of County Road No. 26, North 88°37'36" East, a distance of 401.73 feet to the **POINT OF BEGINNING** and containing 0.066 acres or 2,881 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

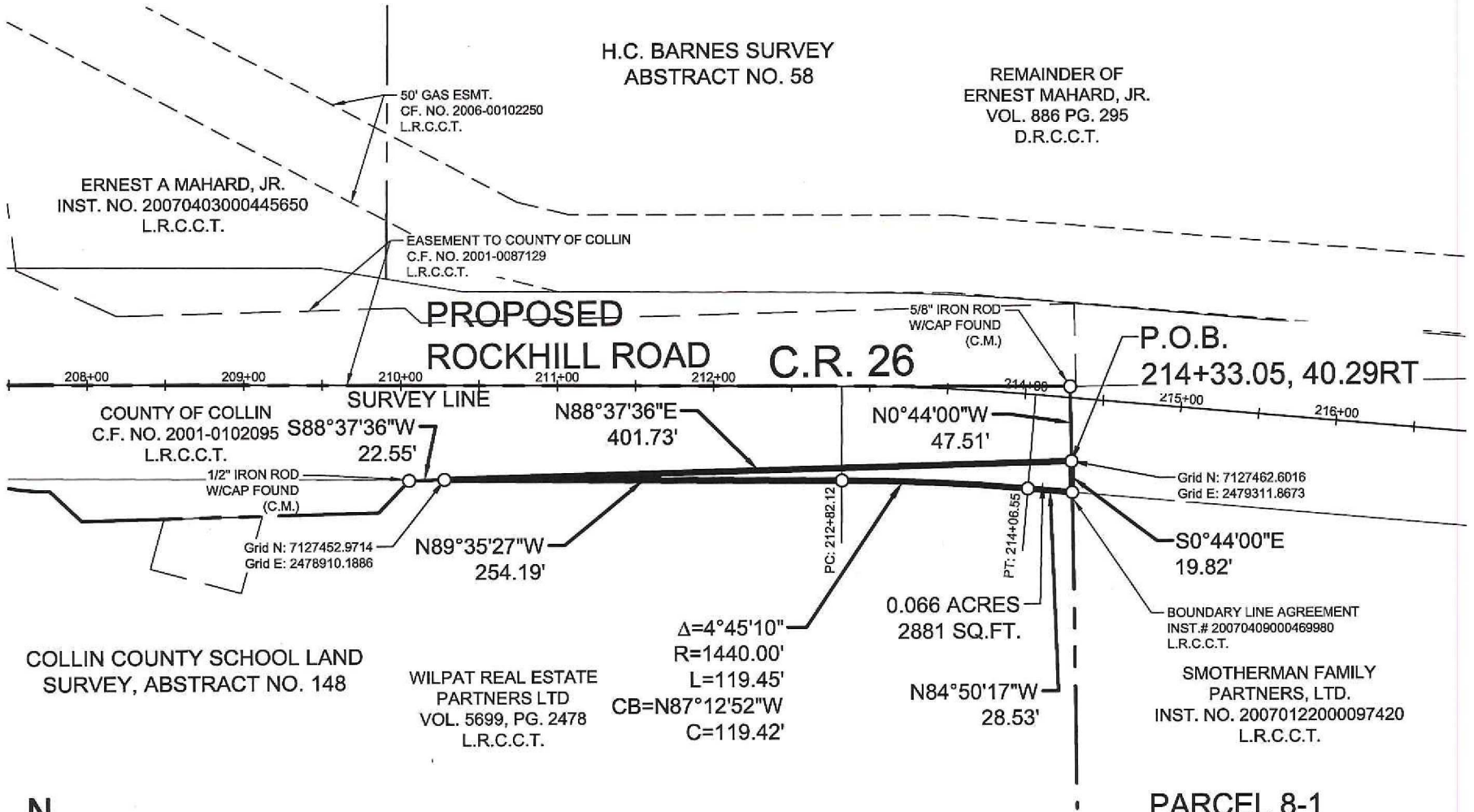
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



PARCEL 8-1
OWNER: WILPAT REAL ESTATE PARTNERS, LTD.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/19/2012	061123017	1 OF 2



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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
O = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

PARCEL 8-1

OWNER: WILPAT REAL ESTATE PARTNERS, LTD.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
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Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/19/2012	061123017	2 OF 2

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AGENDA ITEM #35.
Packet Page -592-

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances:

North 00°31'44" West, a distance of 215.08 feet to a 3-1/2" aluminum disk found for corner;
South 88°58'50" West, a distance of 9.95 feet to a 3-1/2" aluminum disk found for corner;
North 0°22'58" West, a distance of 133.80 feet to the northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed north right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, South 45°00'47' West, a distance of 56.96 feet to a point for corner;

THENCE with the proposed north right-of-way line of Rockhill Road, the following courses and distances:

South 89°37'02" West, a distance of 251.62 feet to a point at the beginning of a tangent curve to the right having a central angle of 14°53'01", a radius of 1380.00 feet, a chord bearing and distance of North 82°56'27" West, 357.48 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 358.48 feet to a point at the end of said curve;
North 78°45'36" West, a distance of 105.52 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1390.00 feet, a chord bearing and distance of North 66°24'09" West, 230.21 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 230.47 feet to a point at the end of said curve;
North 54°42'00" West, a distance of 143.56 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°18'37", a radius of 1380.00 feet, a chord bearing and distance of North 52°04'13" West, 175.95 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 176.07 feet to a point at the end of said curve;

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
10.8.12

STREET EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 6

North 3°03'31" West, a distance of 56.40 feet to a point for corner;
North 48°13'17" West, a distance of 110.00 feet to a point for corner;
South 86°46'43" West, a distance of 50.91 feet to the **POINT OF BEGINNING**;

THENCE continuing with said proposed north right-of-way line of Rockhill Road, the following courses and distances:

South 86°46'43" West, a distance of 5.66 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 185.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 52°02'07" West, a distance of 150.33 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 311.73 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 43°58'16" West, a distance of 113.49 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 4°27'31", a radius of 1520.00 feet, a chord bearing and distance of North 53°04'15" West, 118.26 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 118.28 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 11°50'21" West, a distance of 5.81 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 4°37'34", a radius of 1524.00 feet, a chord bearing and distance of South 53°08'44" East, 123.02 feet;

THENCE departing said proposed north right-of-way line, the following courses and distances:

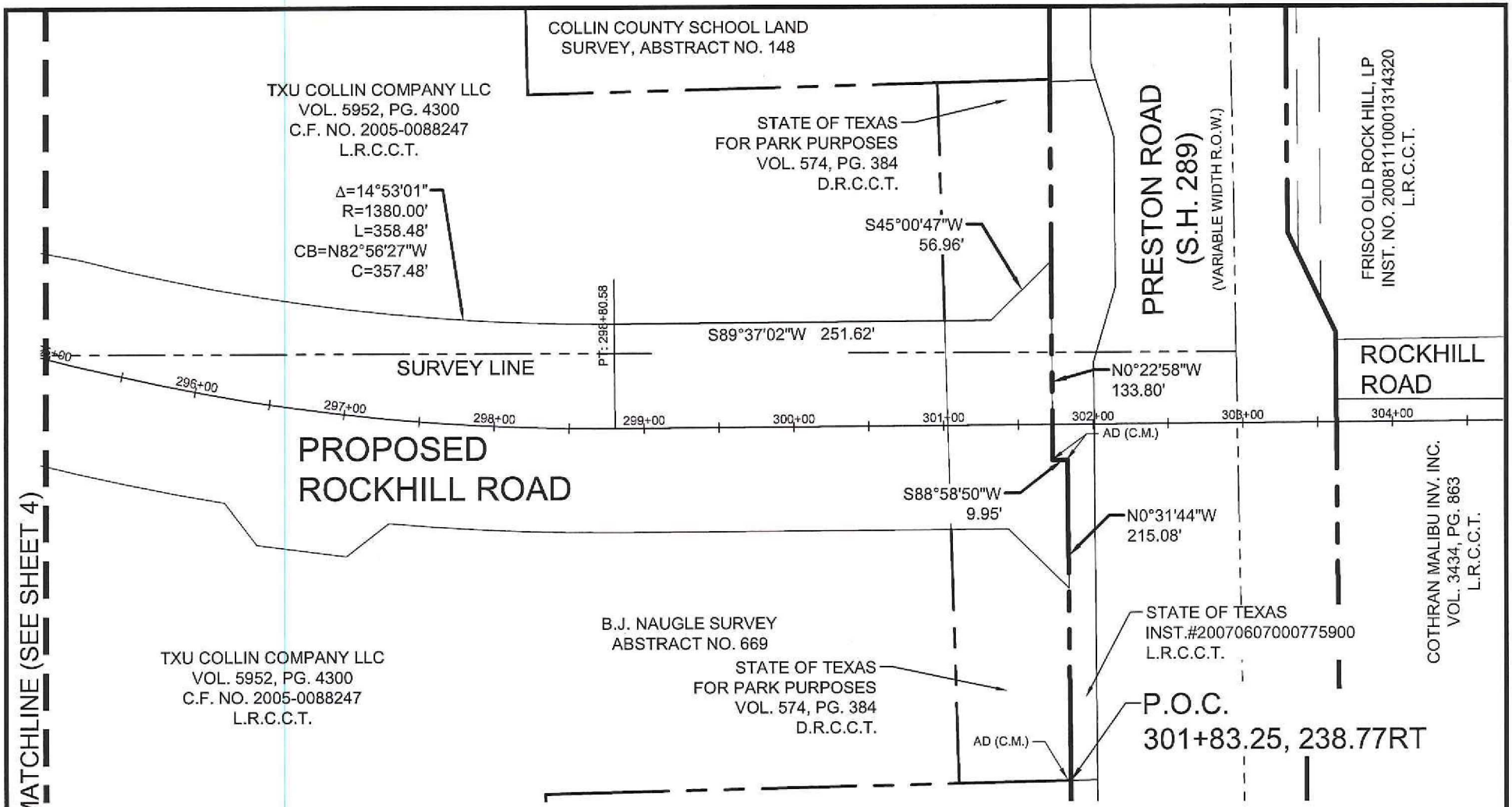
In a southeasterly direction, with said curve to the right, an arc distance of 123.05 feet to a point at the end of said curve;
South 43°58'16" East, a distance of 113.58 feet to a point for corner;
South 48°13'17" East, a distance of 311.45 feet to a point for corner;
South 52°02'07" East, a distance of 150.33 feet to a point for corner;
South 48°13'17" East, a distance of 189.13 feet to the **POINT OF BEGINNING** and containing 3,533 square feet or 0.081 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

STREET EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	2 OF 6



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GRAPHIC SCALE IN FEET

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

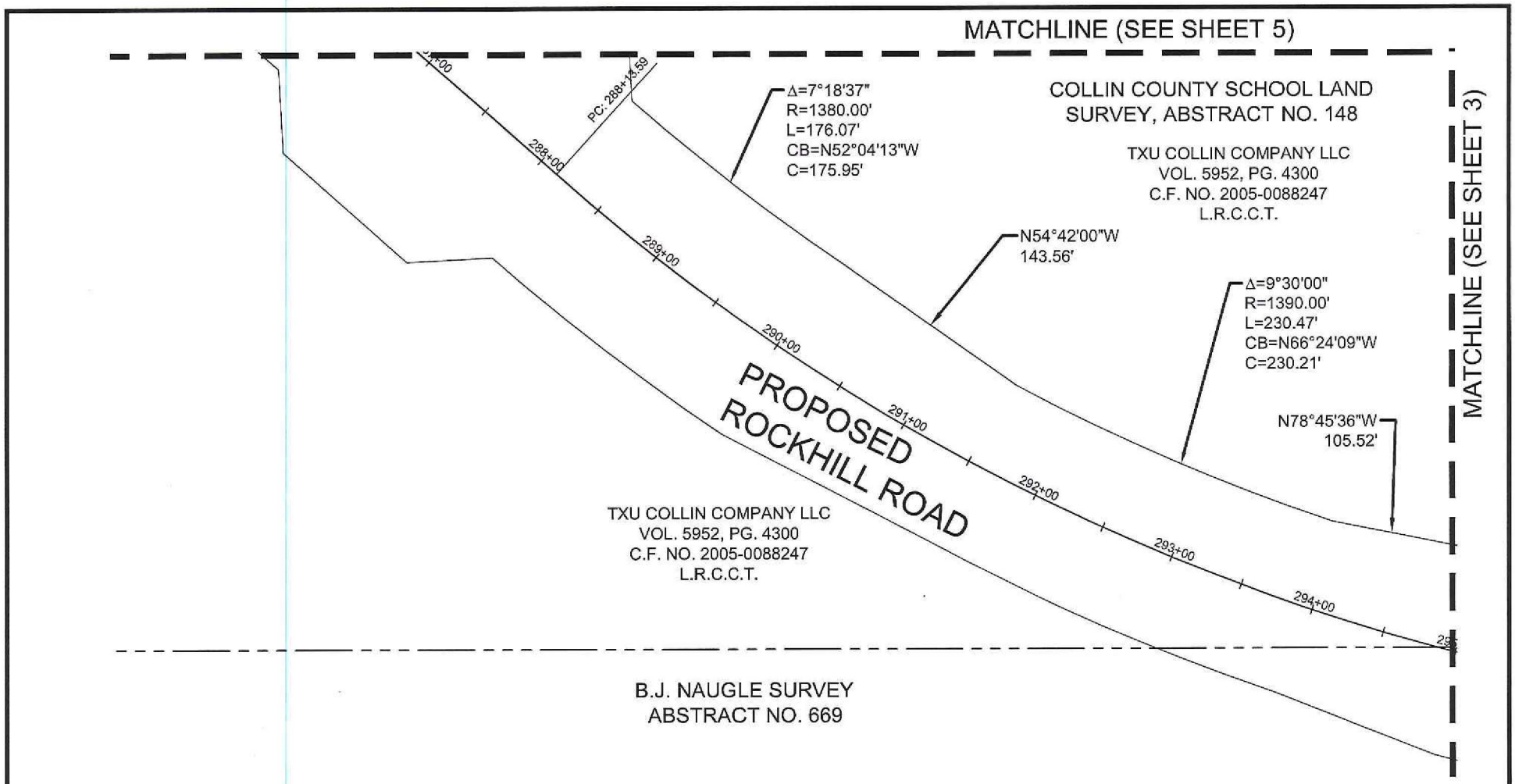
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

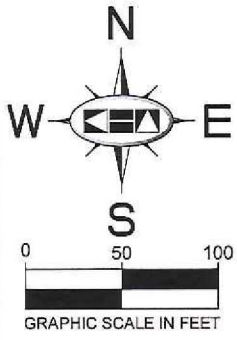
STREET EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 6

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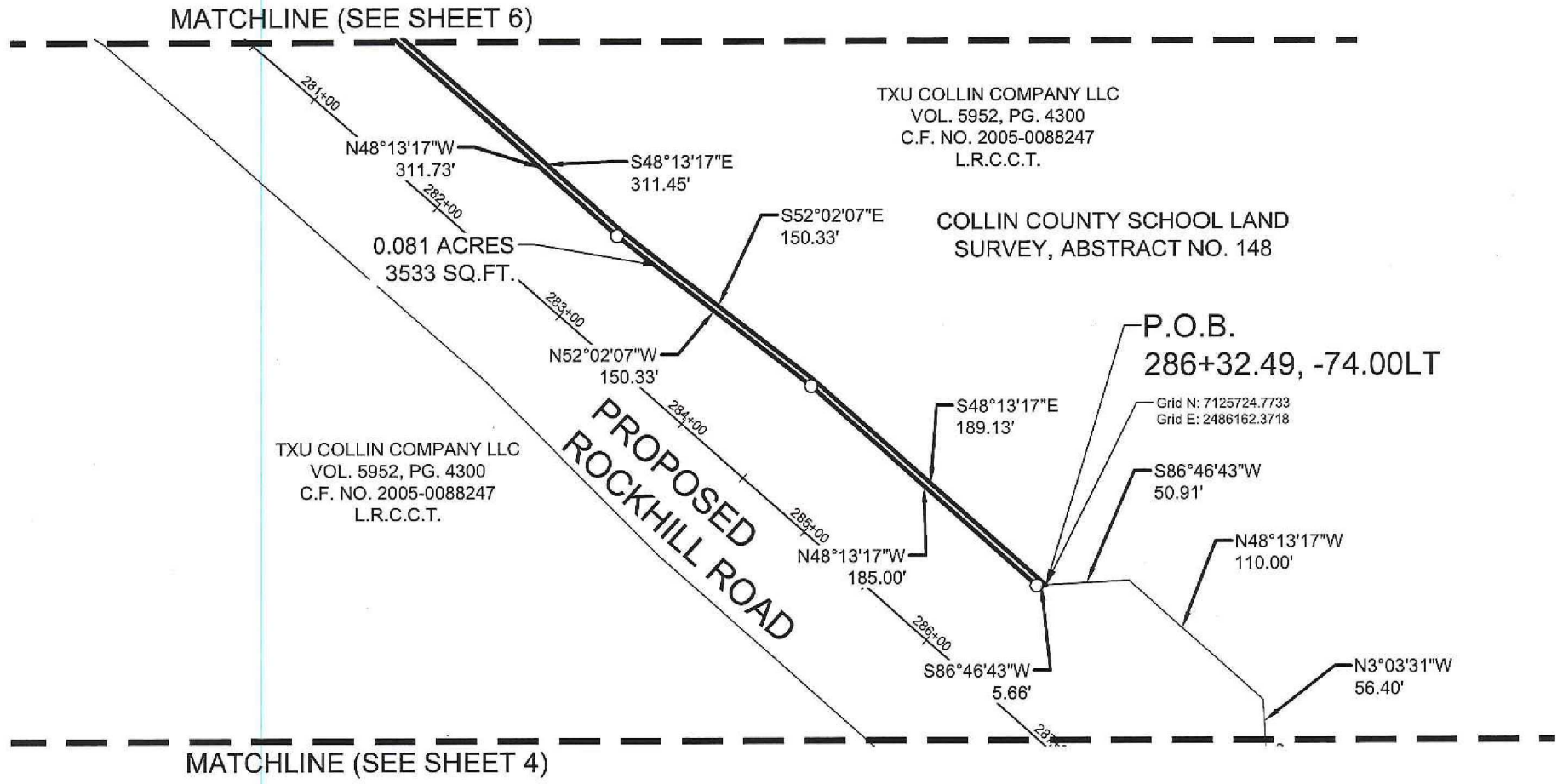
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

STREET EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	4 OF 6

PLOTTED BY DUNN, STACY 10/8/2012 1:59 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-2.DWG LAST SAVED 9/5/2012 12:36 PM



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GRAPHIC SCALE IN FEET

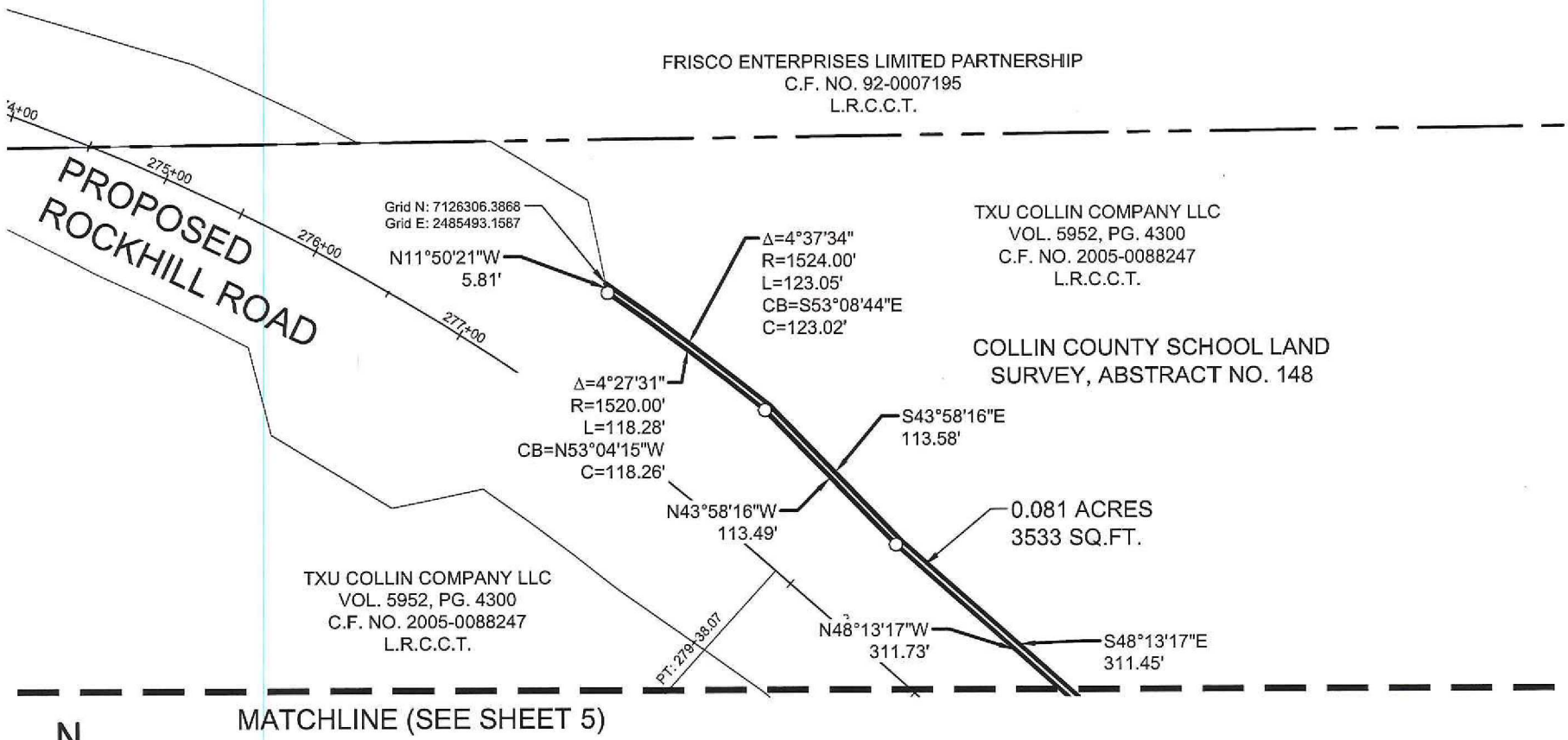
LEGEND
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AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

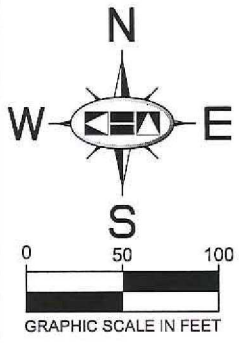
STREET EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	5 OF 6

PLOTTED BY DUNN, STACY 10/8/2012 1:59 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-2.DWG LAST SAVED 9/5/2012 12:36 PM





LEGEND
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○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

STREET EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
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Tel. No. (972) 770-1300
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	5 OF 5

PLOTTED BY DUNN, STACY 10/8/2012 1:59 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-2.DWG LAST SAVED 9/5/2012 12:36 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances:

North 00°31'44" West, a distance of 215.08 feet to a 3-1/2" aluminum disk found for corner;
South 88°58'50" West, a distance of 9.95 feet to a 3-1/2" aluminum disk found for corner;
North 0°22'58" West, a distance of 133.80 feet to the northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed north right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, South 45°00'47' West, a distance of 56.96 feet to a point for corner;

THENCE with the proposed north right-of-way line of Rockhill Road, South 89°37'02" West, a distance of 31.04 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the **POINT OF BEGINNING**; said point being in the west line of said State of Texas tract;

THENCE continuing with said proposed north right-of-way line of Rockhill Road, the following courses and distances:

South 89°37'02" West, a distance of 220.58 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a tangent curve to the right having a central angle of 14°53'01", a radius of 1380.00 feet, a chord bearing and distance of North 82°56'27" West, 357.48 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 358.48 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 78°45'36" West, a distance of 105.52 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1390.00 feet, a chord bearing and distance of North 66°24'09" West, 230.21 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 230.47 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;

Dana Brown
Registered Professional Land Surveyor No. 5336
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STREET EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 4

North 54°42'00" West, a distance of 143.56 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 7°18'37", a radius of 1380.00 feet, a chord bearing and distance of North 52°04'13" West, 175.95 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 176.07 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 3°03'31" West, a distance of 5.63 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 7°28'35", a radius of 1376.00 feet, a chord bearing and distance of South 51°59'19" East, 179.42 feet;

THENCE departing said proposed north right-of-way line of Rockhill Road, the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 179.55 feet to a point at the end of said curve;
South 54°42'00" East, a distance of 143.35 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 9°28'44", a radius of 1386.00 feet, a chord bearing and distance of South 66°24'07" East, 229.04 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 229.30 feet to a point at the end of said curve;
South 78°45'36" East, a distance of 105.37 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 14°53'18", a radius of 1376.00 feet, a chord bearing and distance of South 82°56'19" East, 356.55 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 357.56 feet to a point at the end of said curve;
North 89°37'02" East, a distance of 220.49 feet to a point for corner in said west line;

THENCE with said west line, South 1°42'14" East, a distance of 4.00 feet to the **POINT OF BEGINNING** and containing 4,941 square feet or 0.113 acres of land.

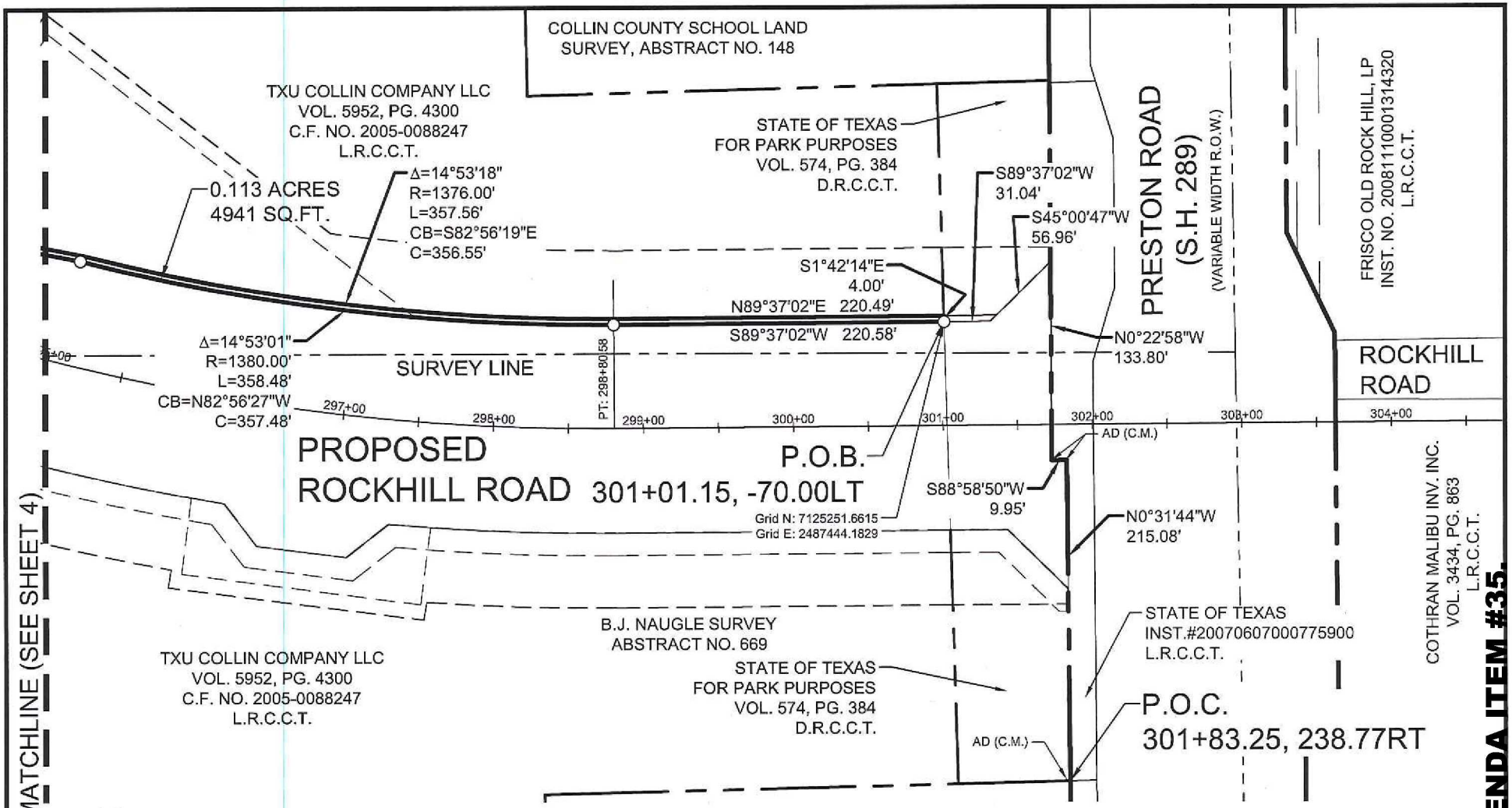
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

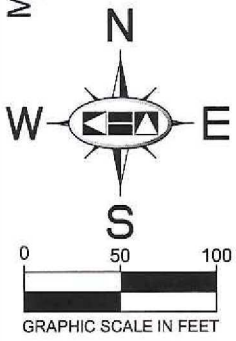
STREET EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	2 OF 4

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NOTES

Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

LEGEND

C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

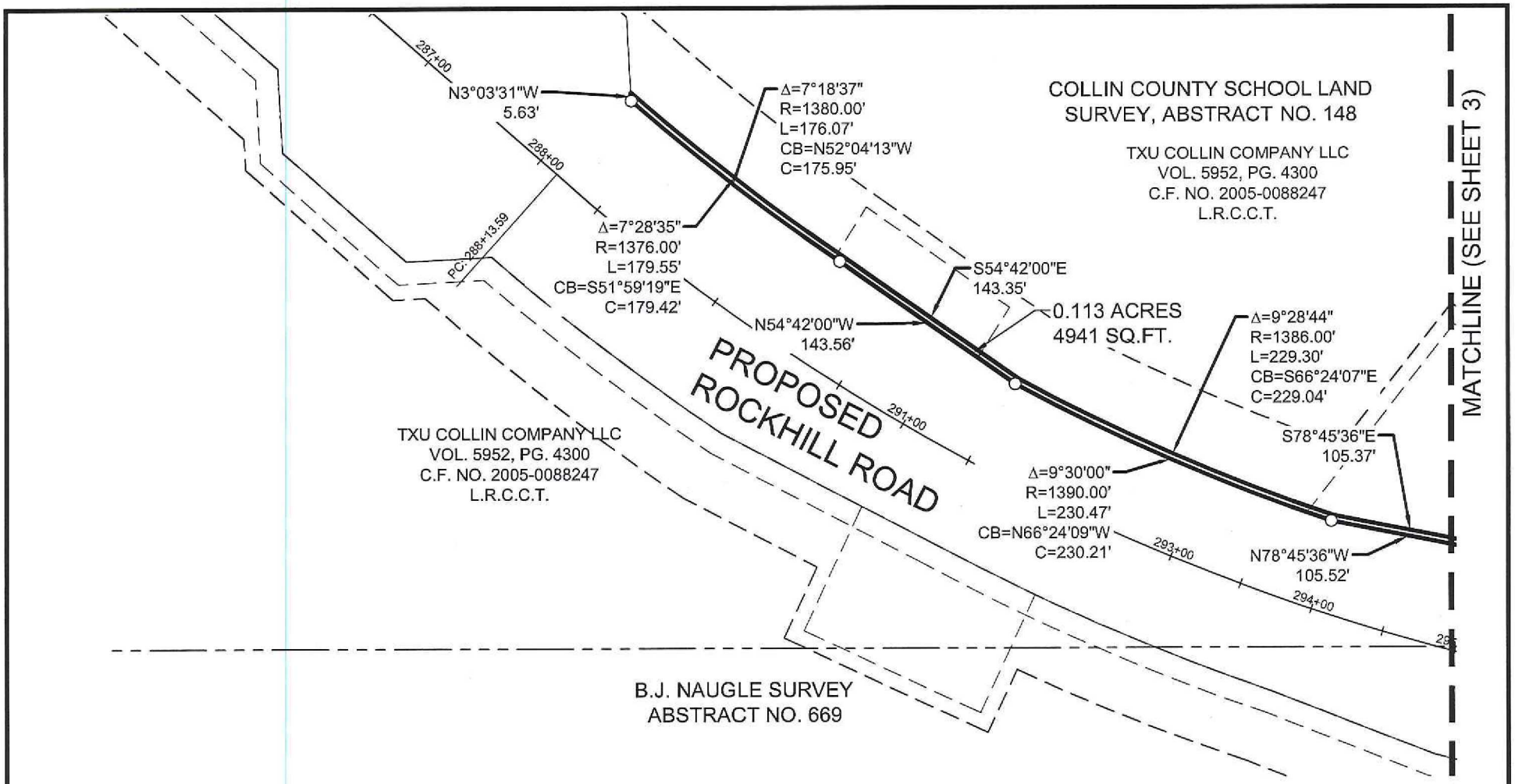
STREET EASEMENT 2-1

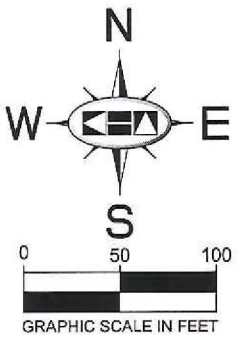
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 4

PLOTTED BY DUNN, STACY 10/8/2012 1:52 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-1.DWG LAST SAVED 9/5/2012 12:33 PM





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

STREET EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	4 OF 4

PLOTTED BY DUNN, STACY 10/8/2012 1:52 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-1.DWG LAST SAVED 9/5/2012 12:33 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the B.J. Naugle Survey, Abstract No. 669, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way);said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, North 00°31'44" West, a distance of 143.77 feet to 5/8" iron rod with "KHA" cap set for corner; said point being the southernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed south right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, North 45°27'21' West, a distance of 35.40 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE with said proposed south right-of-way line, South 89°37'02" West, a distance of 53.44 feet to a 5/8" iron rod with "KHA" cap set for the **POINT OF BEGINNING**; said point being in the west line of said State of Texas tract;

THENCE departing said west line and with said proposed south right-of-way line of Rockhill Road, the following courses and distances:

South 89°37'02" West, a distance of 223.81 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a tangent curve to the right having a central angle of 5°41'52", a radius of 1520.00 feet, a chord bearing and distance of North 87°32'02" West, 151.09 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 151.16 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 51°35'14" West, a distance of 35.85 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 82°36'42" West, a distance of 60.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 36°48'38" West, a distance of 35.85 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 5°02'22", a radius of 1520.00 feet, a chord bearing and distance of North 78°01'07" West, 133.65 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 133.69 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 68°21'19" West, a distance of 115.34 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1510.00 feet, a chord bearing and distance of North 66°24'09" West, 250.08 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 250.37 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 62°20'11" West, a distance of 156.97 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 7°18'37", a radius of 1520.00 feet, a chord bearing and distance of North 52°04'13" West, 193.80 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 193.93 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 86°56'36" West, a distance of 56.74 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;

PARCEL 2
OWNER: TXU COLLIN COMPANY, LLC
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS



Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

Kimley-Horn and Associates, Inc.
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Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	8/29/2012	061123017	1 OF 7

North 48°13'17" West, a distance of 110.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 3°13'17" West, a distance of 56.57 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 185.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 44°24'26" West, a distance of 150.33 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 311.73 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 54°20'17" West, a distance of 107.39 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 4°13'22", a radius of 1380.00 feet, a chord bearing and distance of North 52°57'10" West, 101.69 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 101.71 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 78°14'26" West, a distance of 55.71 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 58°29'24" West, a distance of 85.01 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 14°21'18" West, a distance of 54.83 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 4°08'21", a radius of 1380.00 feet, a chord bearing and distance of North 63°59'08" West, 99.67 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 99.70 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 62°47'39" West, a distance of 105.52 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 3°46'09", a radius of 1390.00 feet, a chord bearing and distance of North 72°17'11" West, 91.42 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 91.44 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve in the south line of a tract of land described in Special Warranty Deed to Frisco Enterprises Limited Partnership, recorded in Instrument No. 92-0007195, Land Records of Collin County, Texas which bears North 89°22'41" East, a distance of 1007.37 feet from a 1" iron pipe found at the southwest corner of said Frisco Enterprises Limited Partnership tract and at the northwest corner of said TXU Collin Company LLC tract;

THENCE with said south line, North 89°22'41" East, a distance of 415.83 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner at the intersection of said south line and the proposed north right-of-way line of said Rockhill Road;

THENCE departing said south line and with said proposed north right-of-way line, the following courses and distances:

South 58°24'37" East, a distance of 68.77 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 11°50'21" East, a distance of 57.34 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 4°27'31", a radius of 1520.00 feet, a chord bearing and distance of South 53°04'15" East, 118.26 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 118.28 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 43°58'16" East, a distance of 113.49 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 311.73 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 52°02'07" East, a distance of 150.33 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 185.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 86°46'43" East, a distance of 56.57 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 110.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 3°03'31" East, a distance of 56.40 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 7°18'37", a radius of 1380.00 feet, a chord bearing and distance of South 52°04'13" East, 175.95 feet;

PARCEL 2
OWNER: TXU COLLIN COMPANY, LLC
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	8/29/2012	061123017	2 OF 7

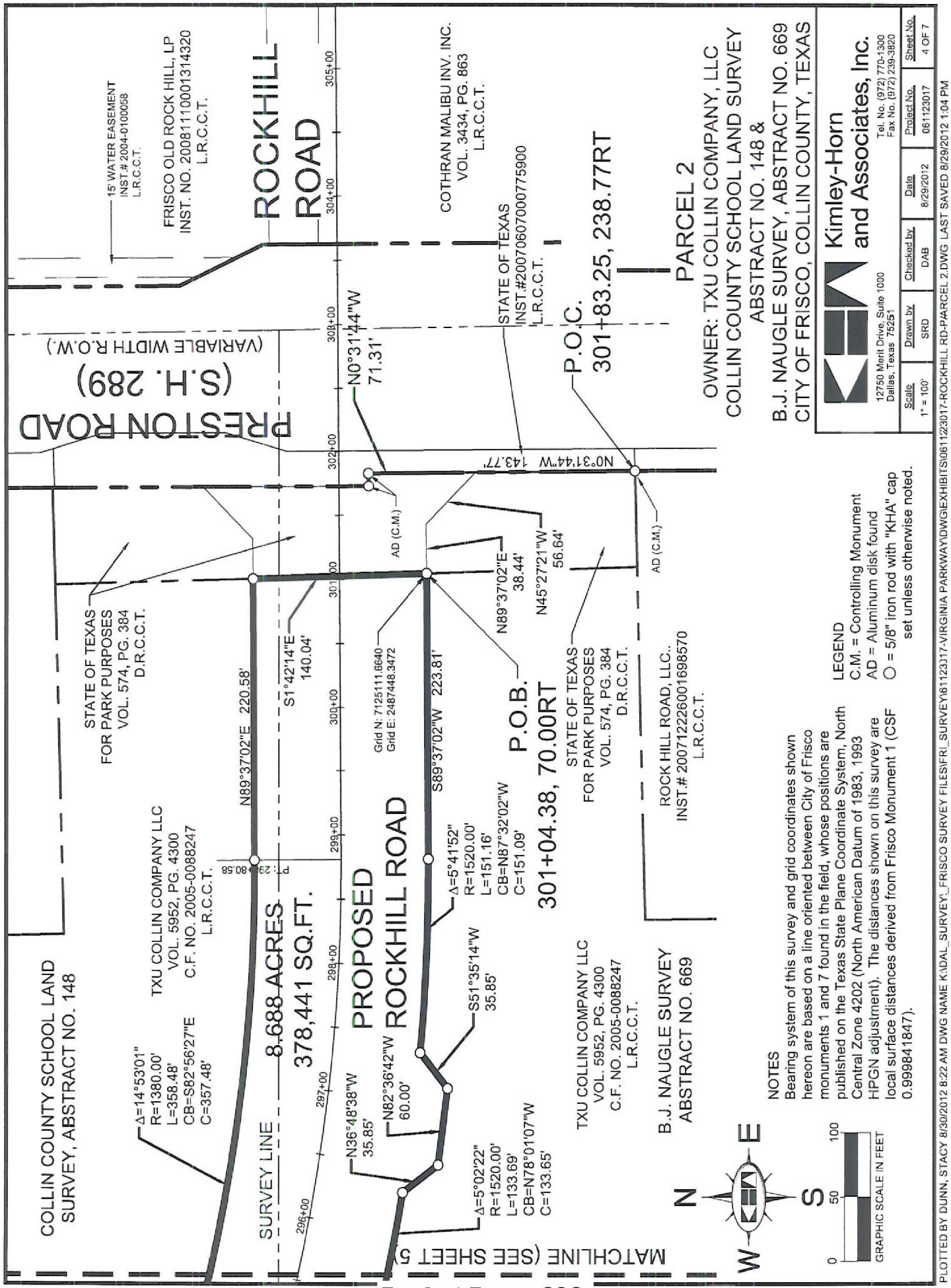
In a southeasterly direction, with said curve to the left, an arc distance of 176.07 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 54°42'00" East, a distance of 143.56 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 9°30'00", a radius of 1390.00 feet, a chord bearing and distance of South 66°24'09" East, 230.21 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 230.47 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 78°45'36" East, a distance of 105.52 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 14°53'01", a radius of 1380.00 feet, a chord bearing and distance of South 82°56'27" East, 357.48 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 358.48 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 89°37'02" East, a distance of 220.58 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 1°42'14" East, a distance of 140.04 feet to the **POINT OF BEGINNING** and containing 8.688 acres or 378,441 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

PARCEL 2
OWNER: TXU COLLIN COMPANY, LLC
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	8/29/2012	061123017	3 OF 7



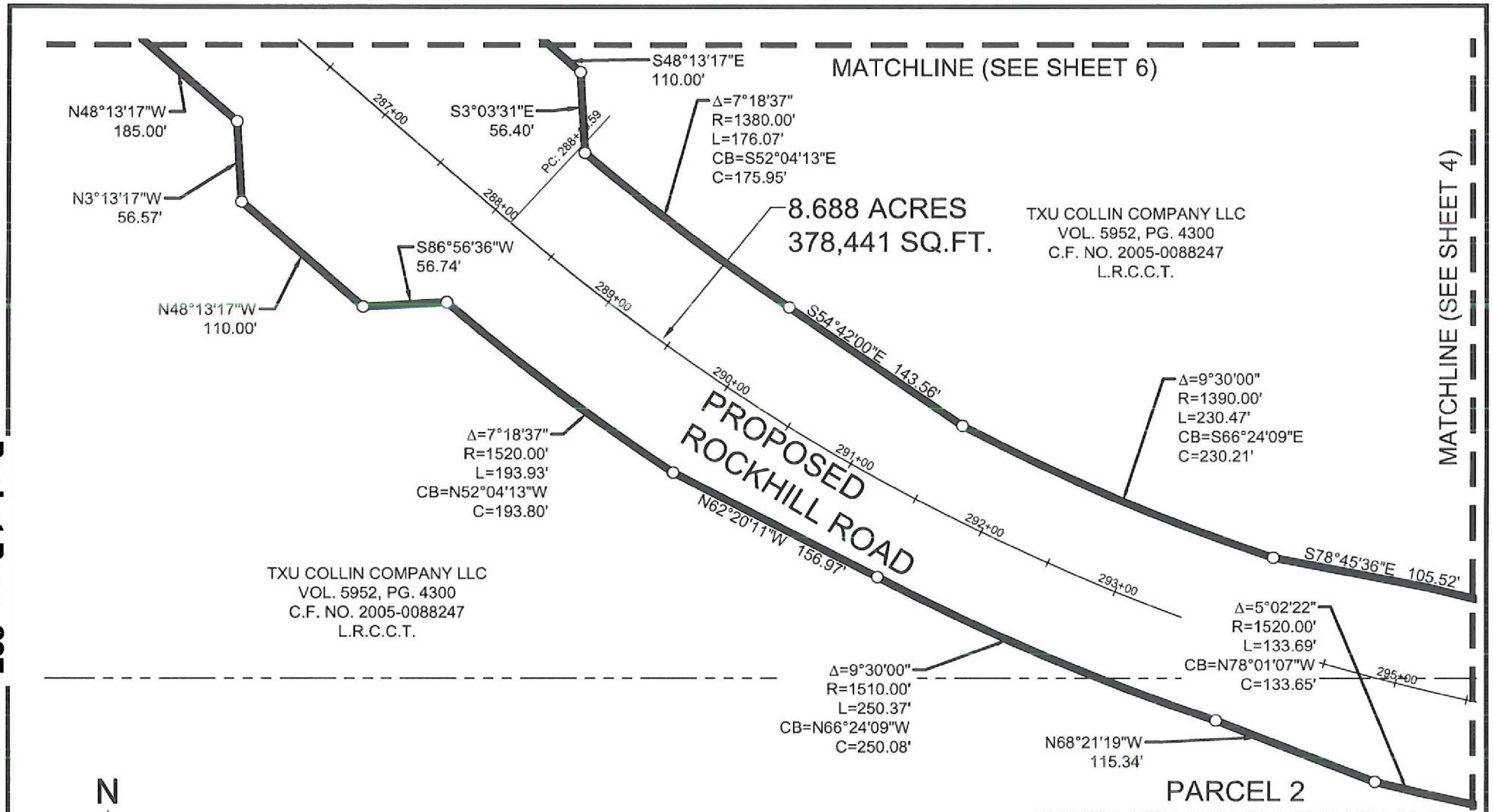
NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	8/29/2012	061123017	4 OF 7

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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
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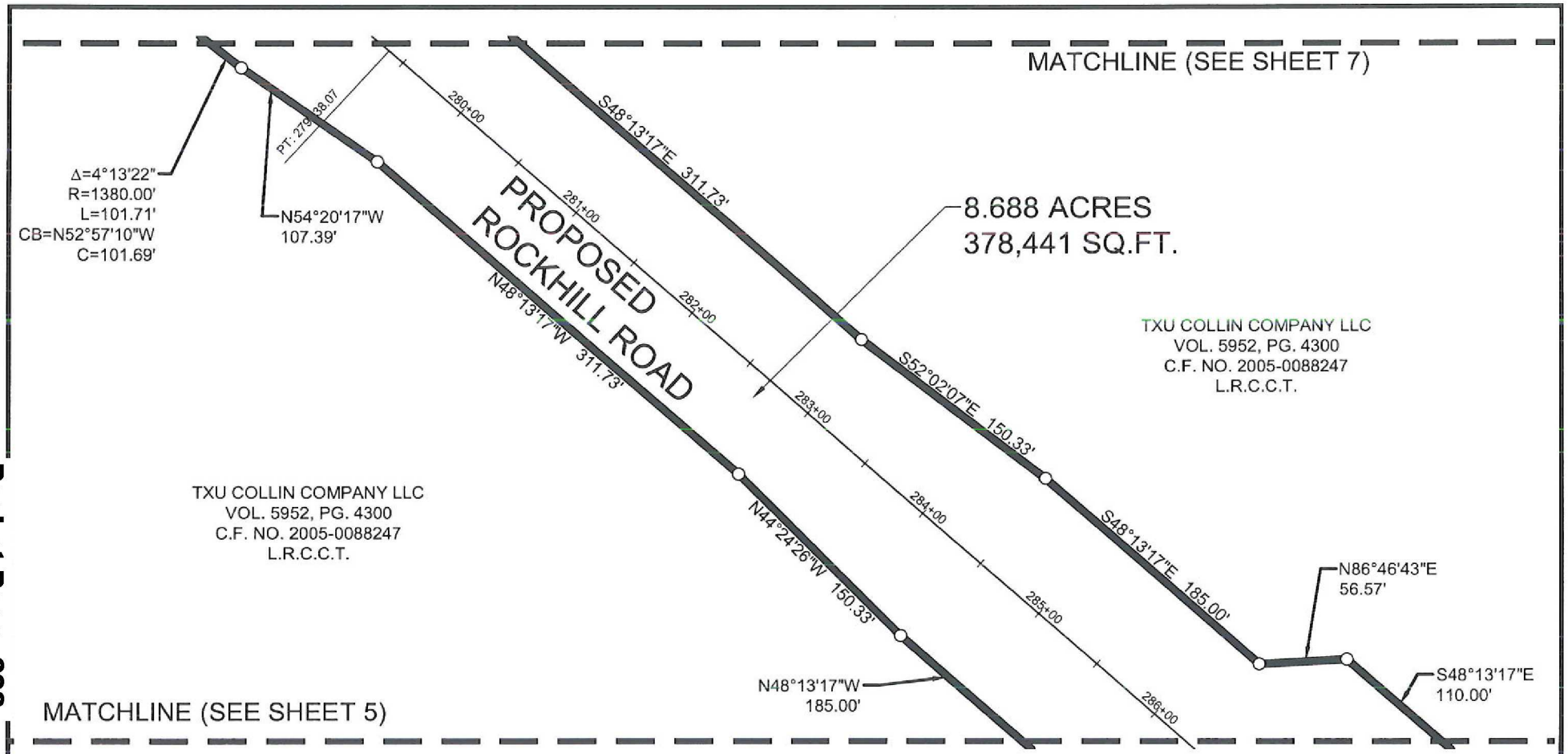
PARCEL 2

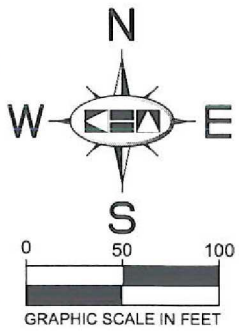
OWNER: TXU COLLIN COMPANY, LLC
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	8/29/2012	061123017	5 OF 7

PLOTTED BY DUNN, STACY 8/30/2012 8:22 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-PARCEL 2.DWG LAST SAVED 8/29/2012 1:04 PM





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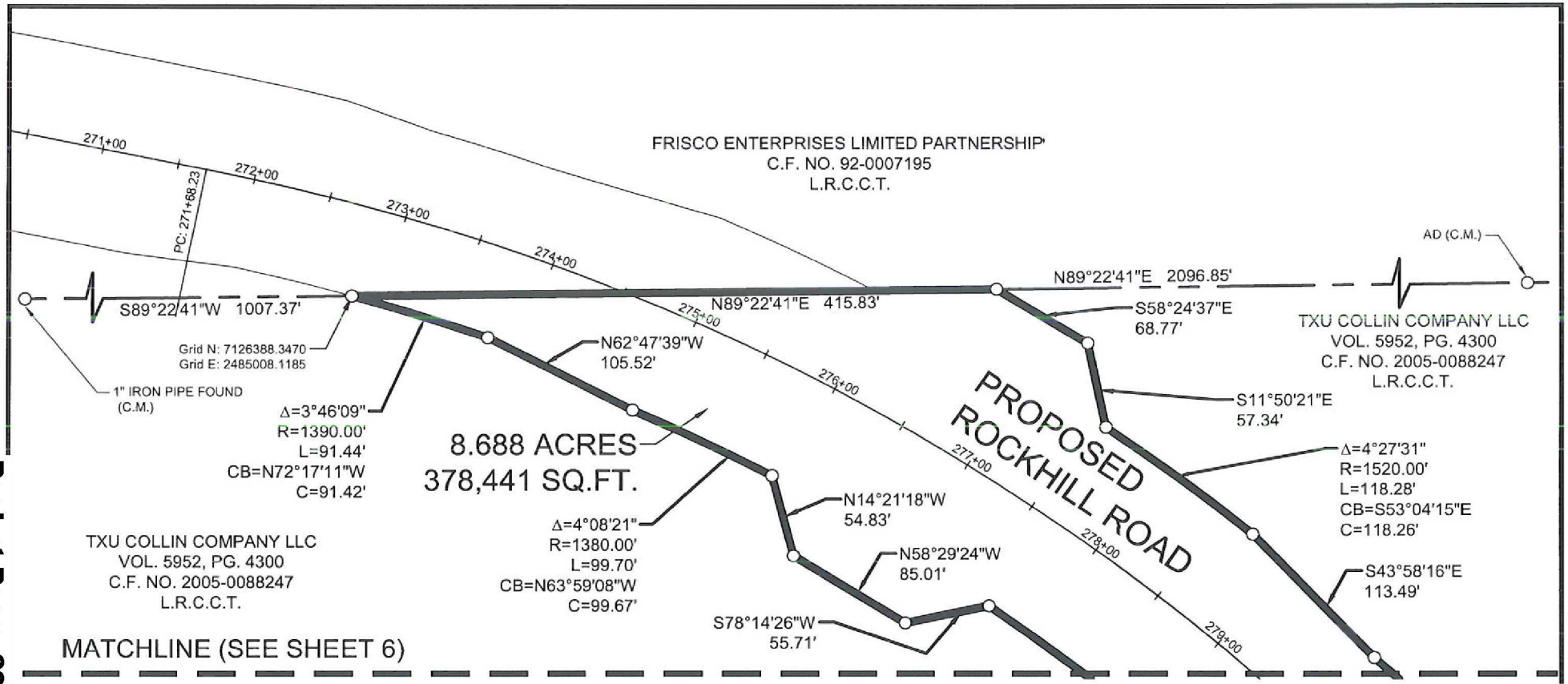
PARCEL 2

OWNER: TXU COLLIN COMPANY, LLC
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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PLOTTED BY DUNN, STACY 8/30/2012 8:22 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-PARCEL 2.DWG LAST SAVED 8/29/2012 1:04 PM



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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
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PARCEL 2

OWNER: TXU COLLIN COMPANY, LLC
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
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CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	8/29/2012	061123017	7 OF 7

PLOTTED BY DUNN, STACY 8/30/2012 8:22 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-PARCEL 2.DWG LAST SAVED 8/29/2012 1:04 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the B.J. Naugle Survey, Abstract No. 669, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

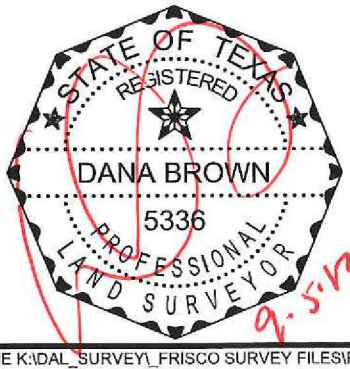
THENCE with said west right-of-way line, North 00°31'44" West, a distance of 128.77 feet to the southernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed south right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, North 45°27'21' West, a distance of 56.64 feet to a point for corner;

THENCE with the proposed south right-of-way line of Rockhill Road, South 89°37'02" West, a distance of 38.44 feet to the **POINT OF BEGINNING**;

THENCE departing said proposed south right-of-way line of Rockhill Road, the following courses and distances:

South 1°42'14" East, a distance of 15.00 feet to a point for corner;
South 89°37'02" West, a distance of 224.15 feet to a point at the beginning of a tangent curve to the right having a central angle of 5°28'21", a radius of 1535.00 feet, a chord bearing and distance of North 87°38'47" West, 146.56 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 146.62 feet to a point at the end of said curve;
South 51°35'14" West, a distance of 36.18 feet to a point for corner;
North 82°36'42" West, a distance of 72.67 feet to a point for corner;
North 36°48'38" West, a distance of 36.18 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 4°50'58", a radius of 1535.00 feet, a chord bearing and distance of North 77°53'19" West, 129.88 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 129.92 feet to a point at the end of said curve;
North 68°21'19" West, a distance of 115.91 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 9°28'58", a radius of 1525.00 feet, a chord bearing and distance of North 66°23'50" West, 252.11 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 252.40 feet to a point at the end of said curve;
North 62°20'11" West, a distance of 157.75 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°06'44", a radius of 1535.00 feet, a chord bearing and distance of North 52°12'06" West, 190.42 feet;



Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

WATER EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 7

PLOTTED BY DUNN, STACY 9/5/2012 12:29 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

In a northwesterly direction, with said curve to the right, an arc distance of 190.54 feet to a point at the end of said curve;
South 86°56'36" West, a distance of 56.79 feet to a point for corner;
North 48°13'17" West, a distance of 122.40 feet to a point for corner;
North 3°13'17" West, a distance of 56.57 feet to a point for corner;
North 48°13'17" West, a distance of 179.29 feet to a point for corner;
North 44°24'26" West, a distance of 150.33 feet to a point for corner;
North 48°13'17" West, a distance of 310.43 feet to a point for corner;
North 54°20'17" West, a distance of 107.05 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 3°58'15", a radius of 1365.00 feet, a chord bearing and distance of North 52°48'28" West, 94.58 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 94.60 feet to a point at the end of said curve;
South 78°14'26" West, a distance of 55.16 feet to a point for corner;
North 58°29'24" West, a distance of 97.04 feet to a point for corner;
North 14°21'18" West, a distance of 54.28 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 3°52'49", a radius of 1365.00 feet, a chord bearing and distance of North 64°07'59" West, 92.43 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 92.44 feet to a point at the end of said curve;
North 62°47'39" West, a distance of 104.95 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°59'50", a radius of 1375.00 feet, a chord bearing and distance of North 73°26'31" West, 143.86 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 143.92 feet to a point at the end of said curve;

THENCE North 89°22'41" East, a distance of 56.78 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 3°46'09", a radius of 1390.00 feet, a chord bearing and distance of South 72°17'11" East, 91.42 feet;

THENCE with said proposed south right-of-way line of Rockhill Road, the following courses and distances:

In a southeasterly direction, with said curve to the right, an arc distance of 91.44 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 62°47'39" East, a distance of 105.52 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 4°08'21", a radius of 1380.00 feet, a chord bearing and distance of South 63°59'08" East, 99.67 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 99.70 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 14°21'18" East, a distance of 54.83 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 58°29'24" East, a distance of 85.01 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;

WATER EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

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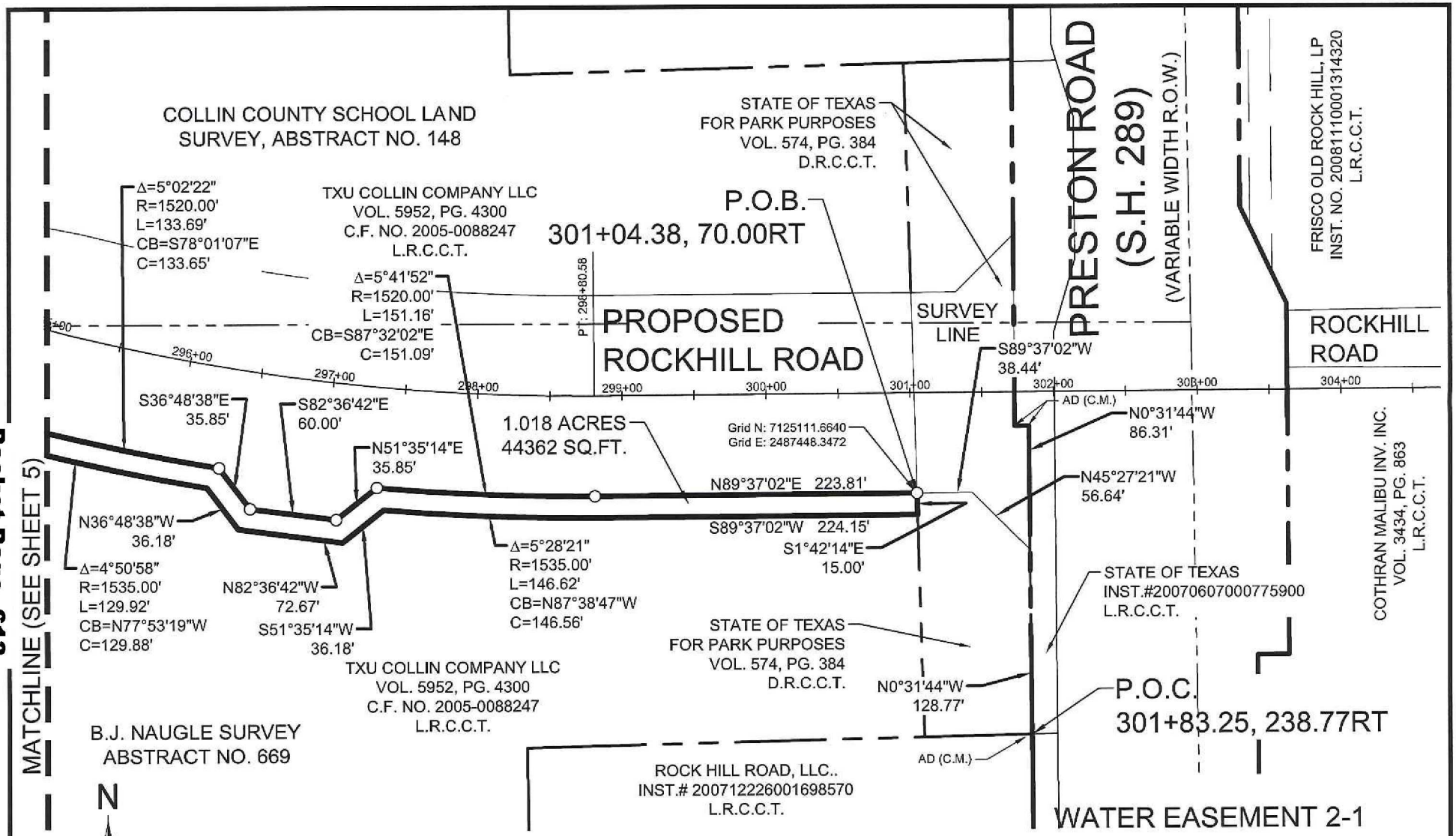
North 78°14'26" East, a distance of 55.71 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 4°13'22", a radius of 1380.00 feet, a chord bearing and distance of South 52°57'10" East, 101.69 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 101.71 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 54°20'17" East, a distance of 107.39 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 311.73 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 44°24'26" East, a distance of 150.33 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 185.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 3°13'17" East, a distance of 56.57 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 110.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 86°56'36" East, a distance of 56.74 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 7°18'37", a radius of 1520.00 feet, a chord bearing and distance of South 52°04'13" East, 193.80 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 193.93 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 62°20'11" East, a distance of 156.97 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 9°30'00", a radius of 1510.00 feet, a chord bearing and distance of South 66°24'09" East, 250.08 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 250.37 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 68°21'19" East, a distance of 115.34 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 5°02'22", a radius of 1520.00 feet, a chord bearing and distance of South 78°01'07" East, 133.65 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 133.69 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 36°48'38" East, a distance of 35.85 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 82°36'42" East, a distance of 60.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 51°35'14" East, a distance of 35.85 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 5°41'52", a radius of 1520.00 feet, a chord bearing and distance of South 87°32'02" East, 151.09 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 151.16 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 89°37'02" East, a distance of 223.81 feet to the **POINT OF BEGINNING** and containing 1.018 acres or 44,362 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 2-1
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B.J. NAUGLE SURVEY, ABSTRACT NO. 669
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NOTES

Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

LEGEND

C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

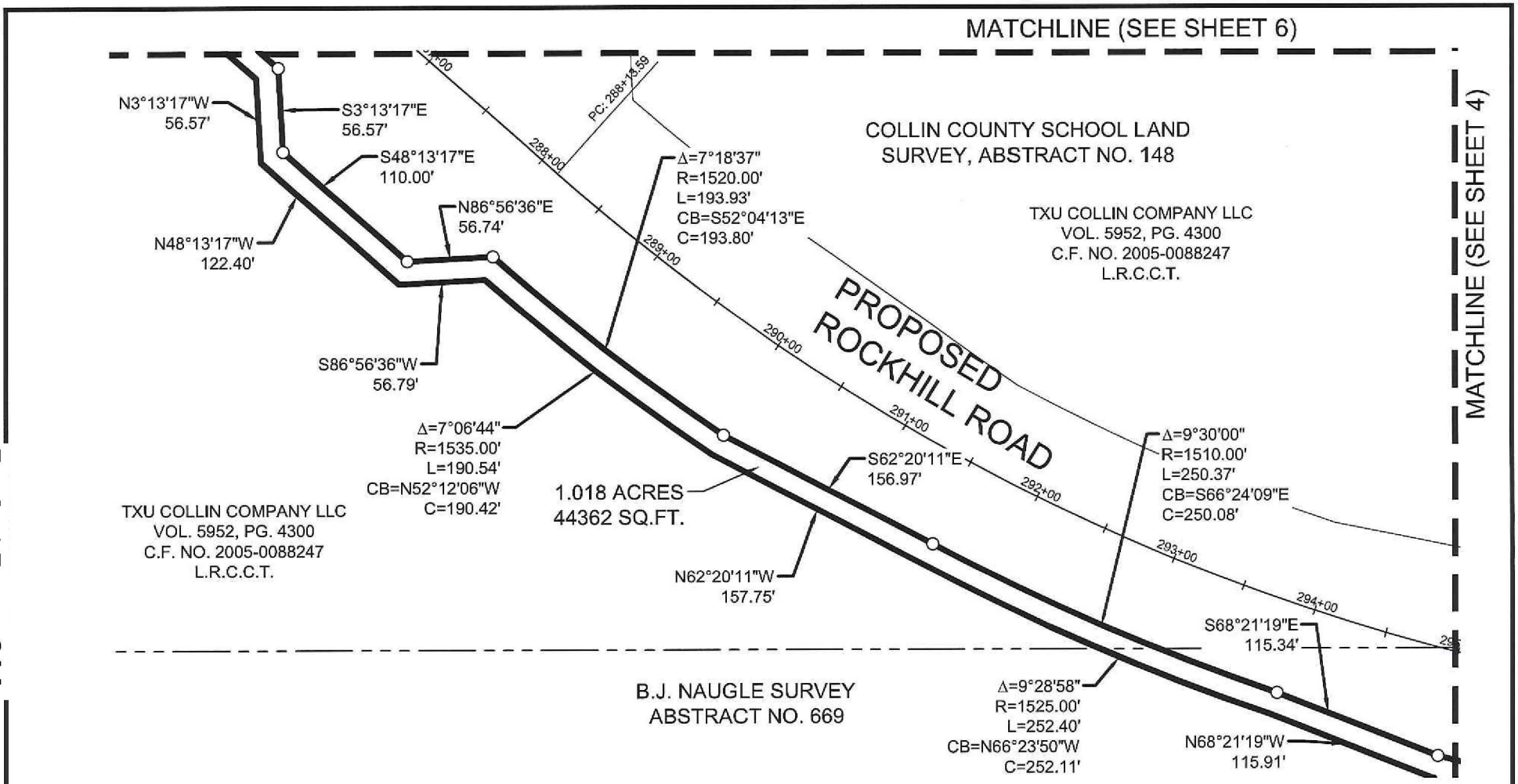
WATER EASEMENT 2-1

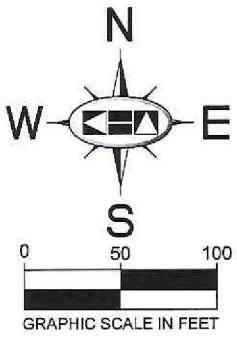
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1" = 100'	SRD	DAB	9/5/2012	061123017	4 OF 7

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LEGEND
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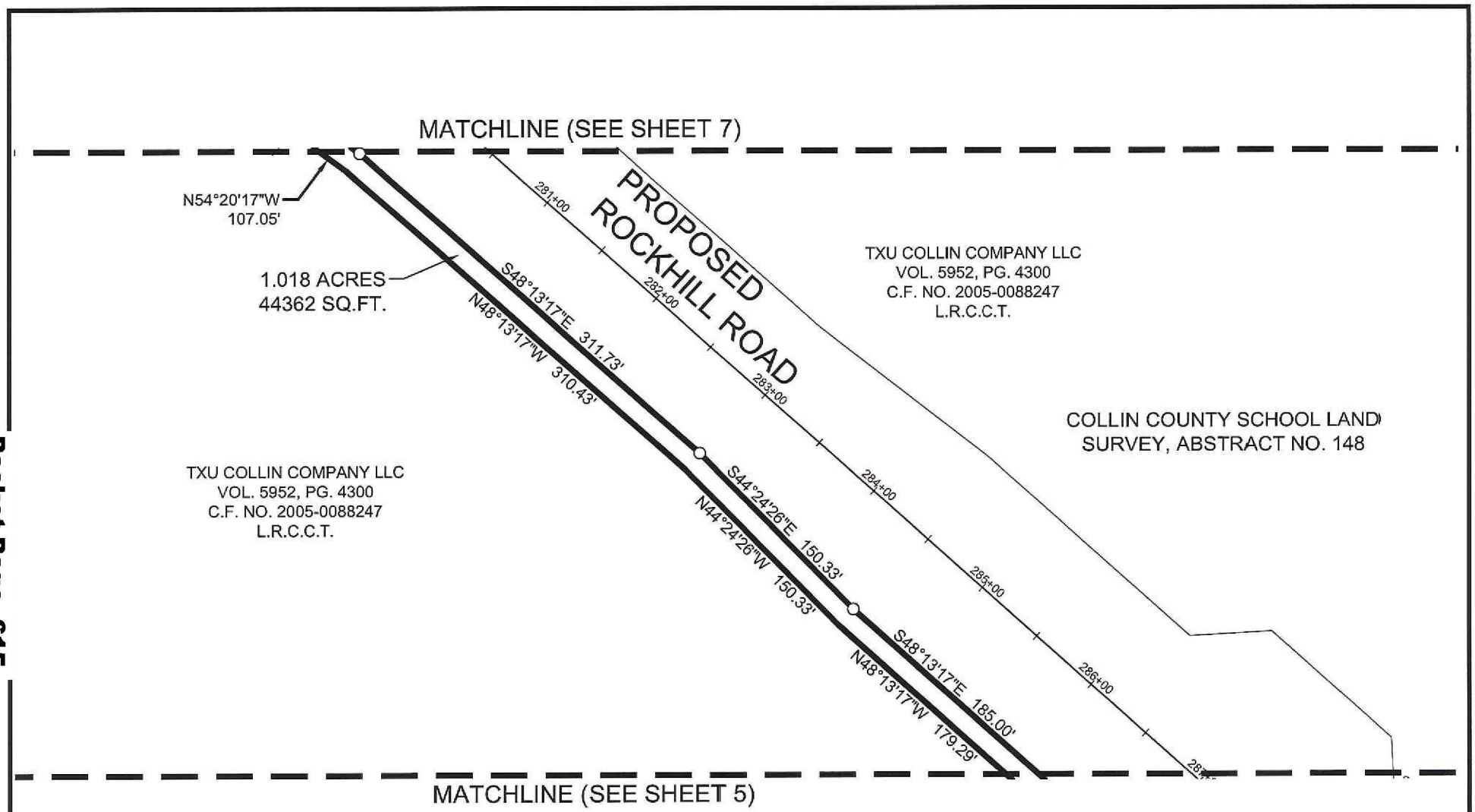
WATER EASEMENT 2-1

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1" = 100'	SRD	DAB	9/5/2012	061123017	5 OF 7

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GRAPHIC SCALE IN FEET

LEGEND
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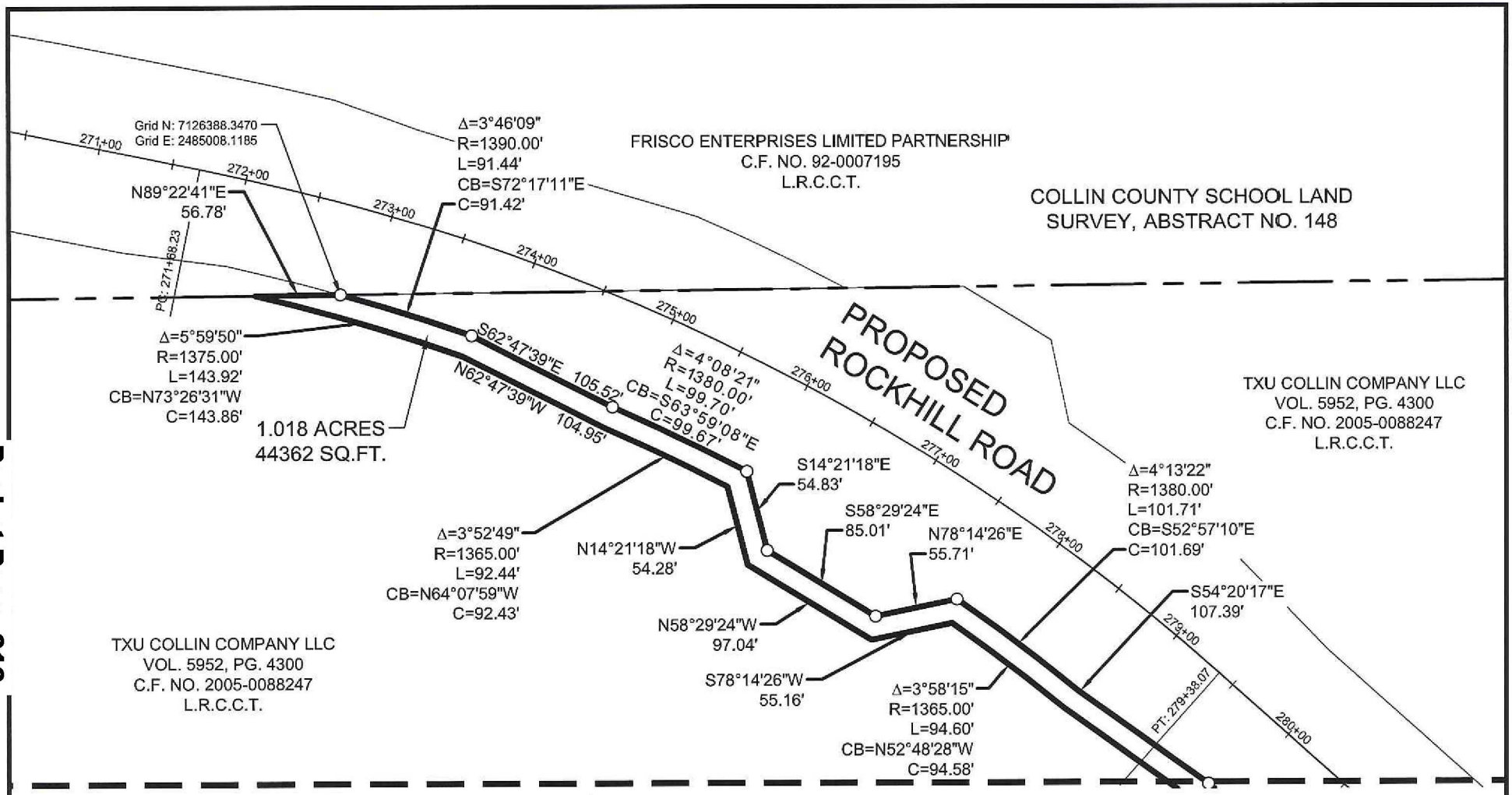
WATER EASEMENT 2-1

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GRAPHIC SCALE IN FEET

LEGEND
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WATER EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
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LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the B.J. Naugle Survey, Abstract No. 669, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, North 00°31'44" West, a distance of 128.77 feet to the southernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed south right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, North 45°27'21' West, a distance of 56.64 feet to a point for corner;

THENCE with the proposed south right-of-way line of Rockhill Road, South 89°37'02" West, a distance of 38.44 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the **POINT OF BEGINNING**; said point being in the west line of said second referenced State of Texas tract;

THENCE departing said proposed south right-of-way line of Rockhill Road, the following courses and distances:

South 1°42'14" East, a distance of 50.01 feet to a point for corner;
South 89°37'02" West, a distance of 224.96 feet to a point at the beginning of a tangent curve to the right having a central angle of 4°35'59", a radius of 1570.00 feet, a chord bearing and distance of North 88°04'58" West, 126.01 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 126.04 feet to a point at the end of said curve;
South 9°55'10" West, a distance of 12.12 feet to a point for corner;
North 82°36'42" West, a distance of 171.17 feet to a point for corner;
North 9°55'10" East, a distance of 11.98 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 4°08'56", a radius of 1570.00 feet, a chord bearing and distance of North 77°27'31" West, 113.66 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 113.69 feet to a point at the end of said curve;
North 68°21'19" West, a distance of 117.22 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 6°05'55", a radius of 1560.00 feet, a chord bearing and distance of North 68°03'28" West, 165.97 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 166.05 feet to a point at the end of said curve;



Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

TEMPORARY CONSTRUCTION EASEMENT 2-2

COLLIN COUNTY SCHOOL LAND SURVEY
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N/A	SRD	DAB	9/5/2012	061123017	1 OF 8

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South 24°58'08" West, a distance of 46.44 feet to a point for corner;
North 65°01'52" West, a distance of 150.00 feet to a point for corner;
North 24°58'08" East, a distance of 51.91 feet to a point for corner;
North 62°20'11" West, a distance of 100.50 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°57'47", a radius of 1570.00 feet, a chord bearing and distance of North 51°51'00" West, 218.02 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 218.20 feet to a point at the end of said curve;
South 86°56'36" West, a distance of 21.32 feet to a point for corner;
North 48°13'17" West, a distance of 130.67 feet to a point for corner;
North 3°13'17" West, a distance of 21.21 feet to a point for corner;
North 48°13'17" West, a distance of 201.31 feet to a point for corner;
North 44°24'26" West, a distance of 150.33 feet to a point for corner;
North 48°13'17" West, a distance of 307.39 feet to a point for corner;
North 54°20'17" West, a distance of 106.26 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°50'27", a radius of 1330.00 feet, a chord bearing and distance of North 53°11'48" West, 112.33 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 112.37 feet to a point at the end of said curve;
South 78°14'26" West, a distance of 20.39 feet to a point for corner;
North 58°29'24" West, a distance of 105.06 feet to a point for corner;
North 14°21'18" West, a distance of 20.01 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°42'44", a radius of 1330.00 feet, a chord bearing and distance of North 63°45'35" West, 109.36 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 109.39 feet to a point at the end of said curve;
North 62°47'39" West, a distance of 103.60 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 6°44'59", a radius of 1340.00 feet, a chord bearing and distance of North 73°55'03" West, 157.77 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 157.86 feet to a point at the end of said curve;
North 82°19'27" West, a distance of 202.31 feet to a point for corner in the south line of a Special Warranty Deed to Frisco Enterprises Limited Partnership, recorded in Clerk's File No. 92-00071995, Land Records of Collin County, Texas;

THENCE with said south right-of-way line, North 89°22'41" East, a distance of 284.89 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 3°46'09", a radius of 1390.00 feet, a chord bearing and distance of South 72°17'11" East, 91.42 feet;

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THENCE departing said south line, the following courses and distances:

In a southeasterly direction, with said curve to the right, an arc distance of 91.44 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 62°47'39" East, a distance of 105.52 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 4°08'21", a radius of 1380.00 feet, a chord bearing and distance of South 63°59'08" East, 99.67 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 99.70 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 14°21'18" East, a distance of 54.83 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 58°29'24" East, a distance of 85.01 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 78°14'26" East, a distance of 55.71 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 4°13'22", a radius of 1380.00 feet, a chord bearing and distance of South 52°57'10" East, 101.69 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 101.71 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 54°20'17" East, a distance of 107.39 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 311.73 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 44°24'26" East, a distance of 150.33 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 185.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 3°13'17" East, a distance of 56.57 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 48°13'17" East, a distance of 110.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 86°56'36" East, a distance of 56.74 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 7°18'37", a radius of 1520.00 feet, a chord bearing and distance of South 52°04'13" East, 193.80 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 193.93 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 62°20'11" East, a distance of 156.97 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 9°30'00", a radius of 1510.00 feet, a chord bearing and distance of South 66°24'09" East, 250.08 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 250.37 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 68°21'19" East, a distance of 115.34 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 5°02'22", a radius of 1520.00 feet, a chord bearing and distance of South 78°01'07" East, 133.65 feet;

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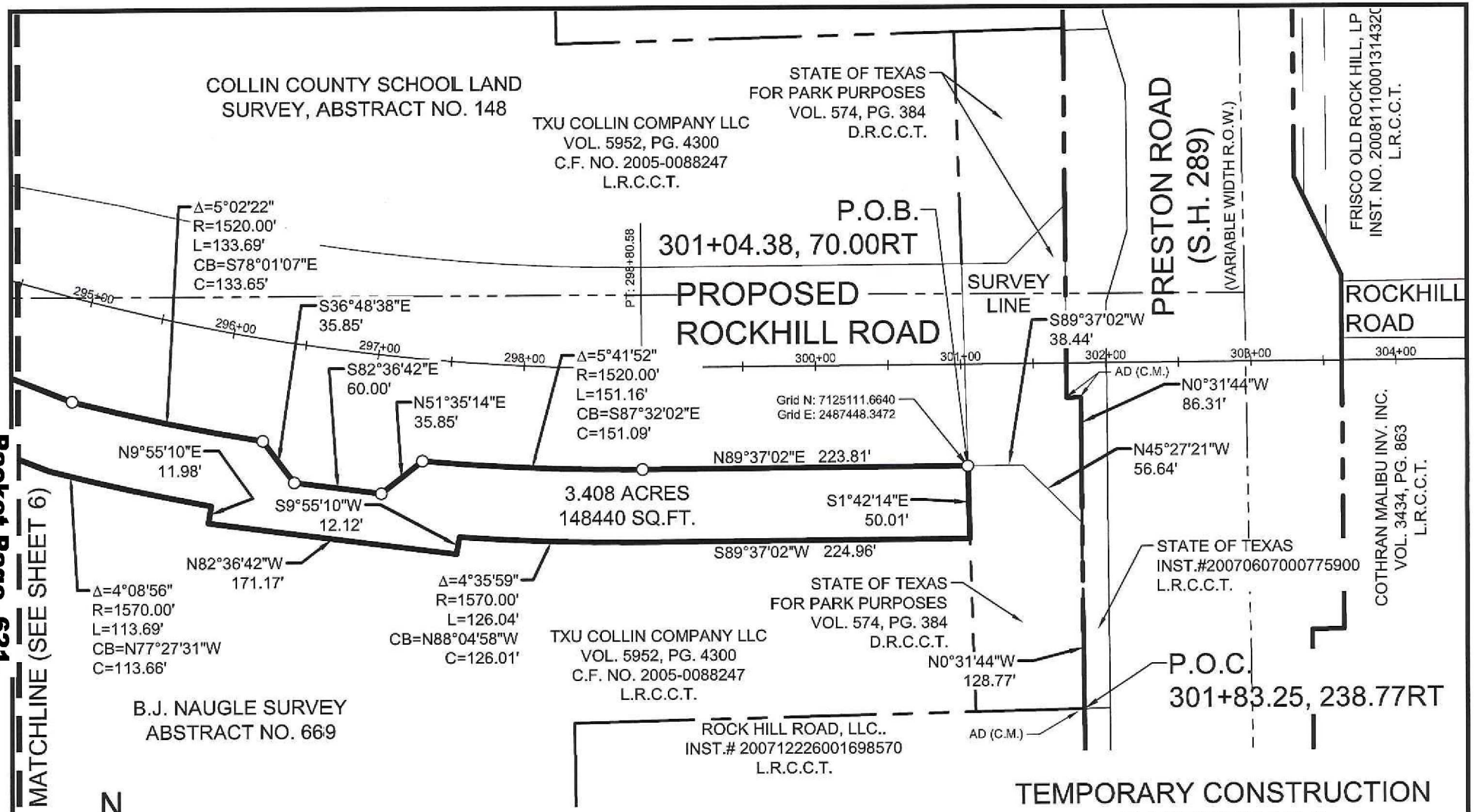
In a southeasterly direction, with said curve to the left, an arc distance of 133.69 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 36°48'38" East, a distance of 35.85 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 82°36'42" East, a distance of 60.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 51°35'14" East, a distance of 35.85 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 5°41'52", a radius of 1520.00 feet, a chord bearing and distance of South 87°32'02" East, 151.09 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 151.16 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 89°37'02" East, a distance of 223.81 feet to the **POINT OF BEGINNING** and containing 3.408 acres or 148,440 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

TEMPORARY CONSTRUCTION EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	4 OF 8



NOTES

Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

LEGEND

C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

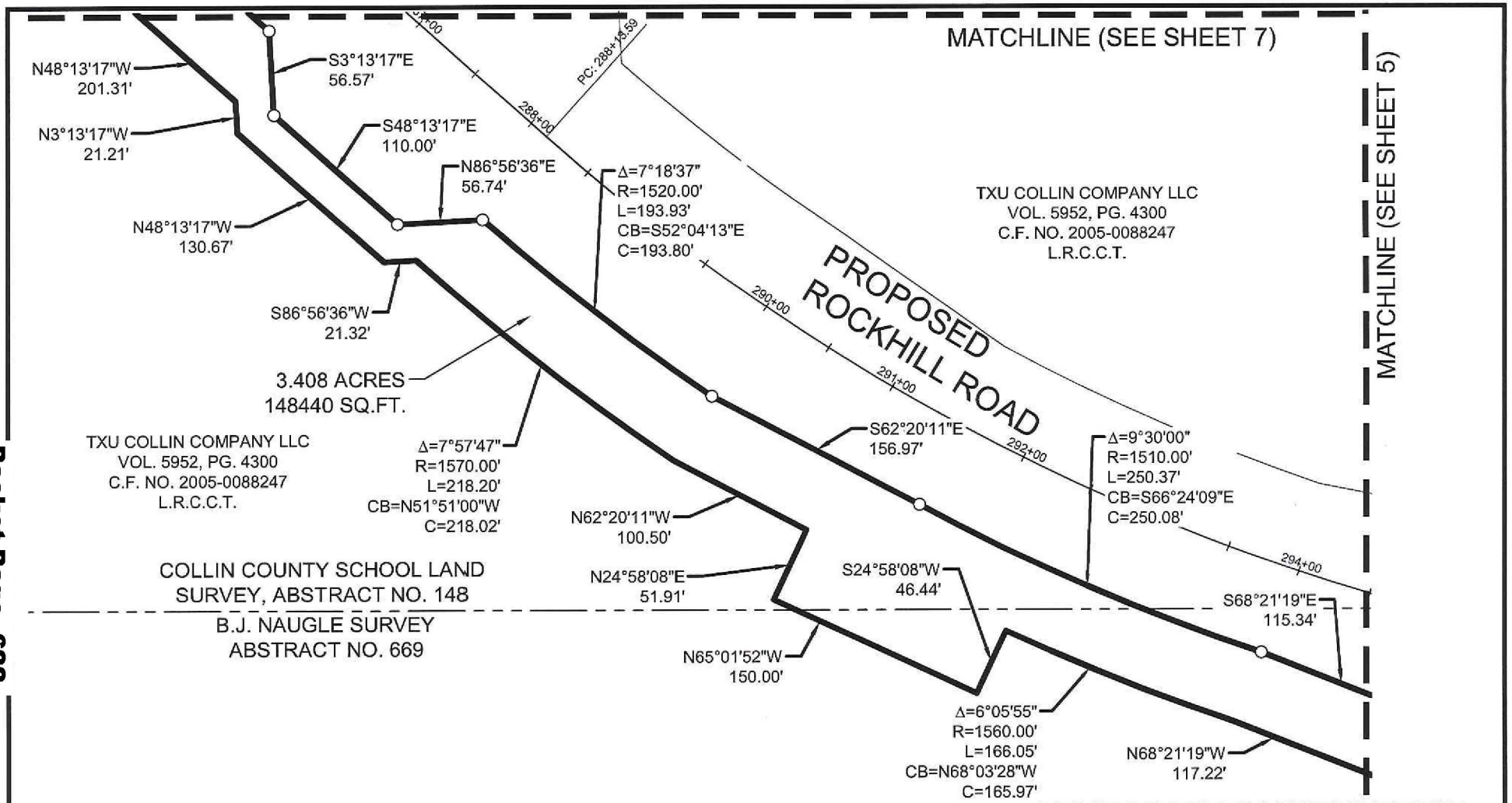
TEMPORARY CONSTRUCTION EASEMENT 2-2

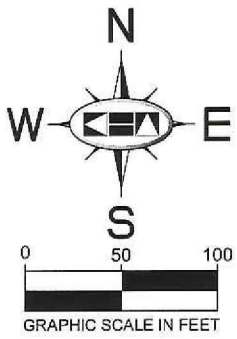
COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	5 OF 8

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LEGEND
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○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

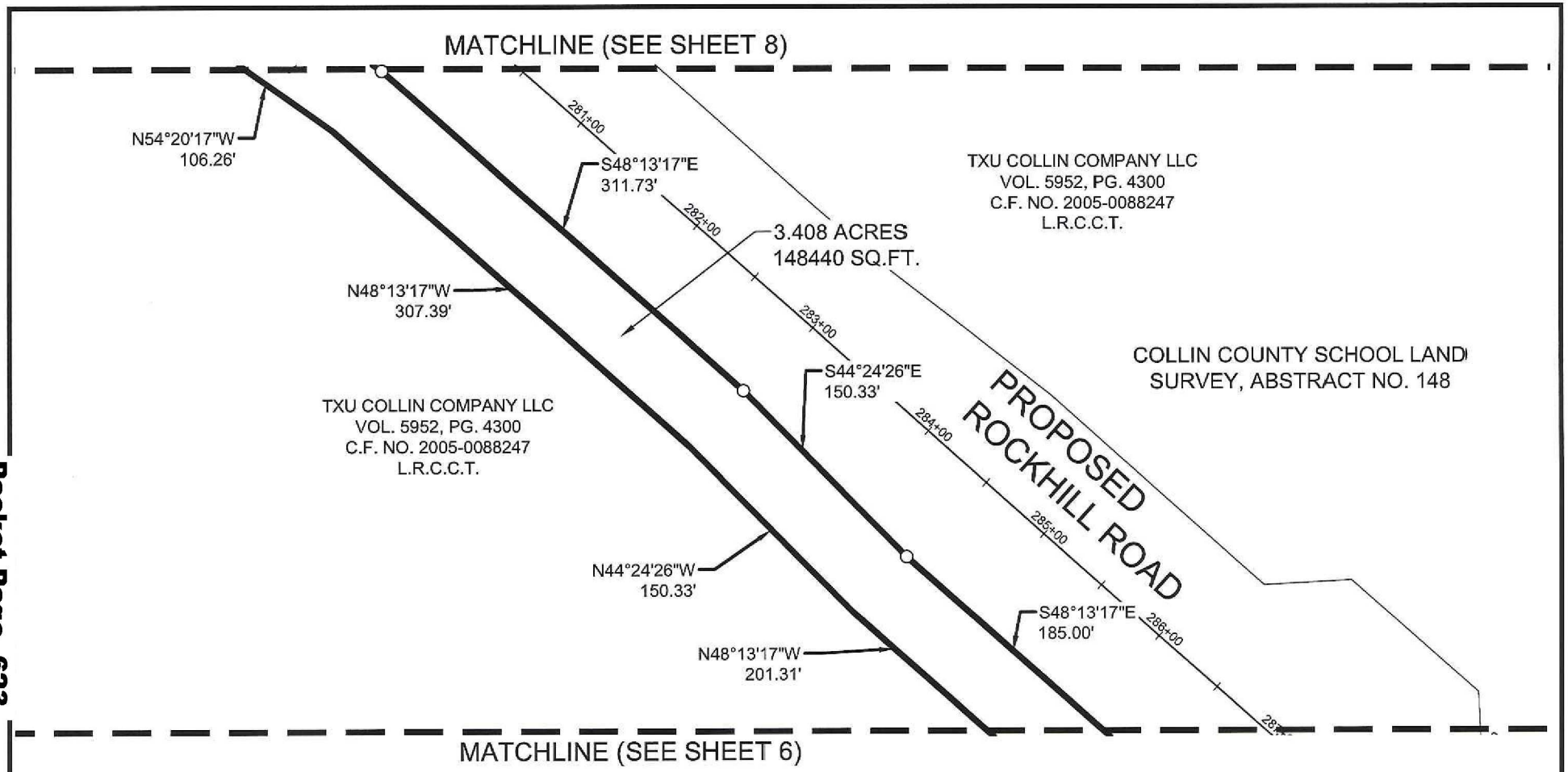
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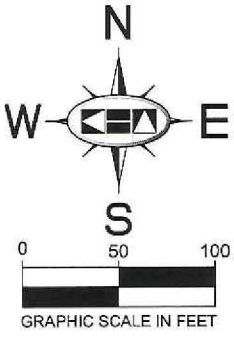
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	6 OF 8

PLOTTED BY DUNN, STACY 9/5/2012 12:15 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-TEMPCE 2-2.DWG LAST SAVED 9/5/2012 12:14 PM





LEGEND
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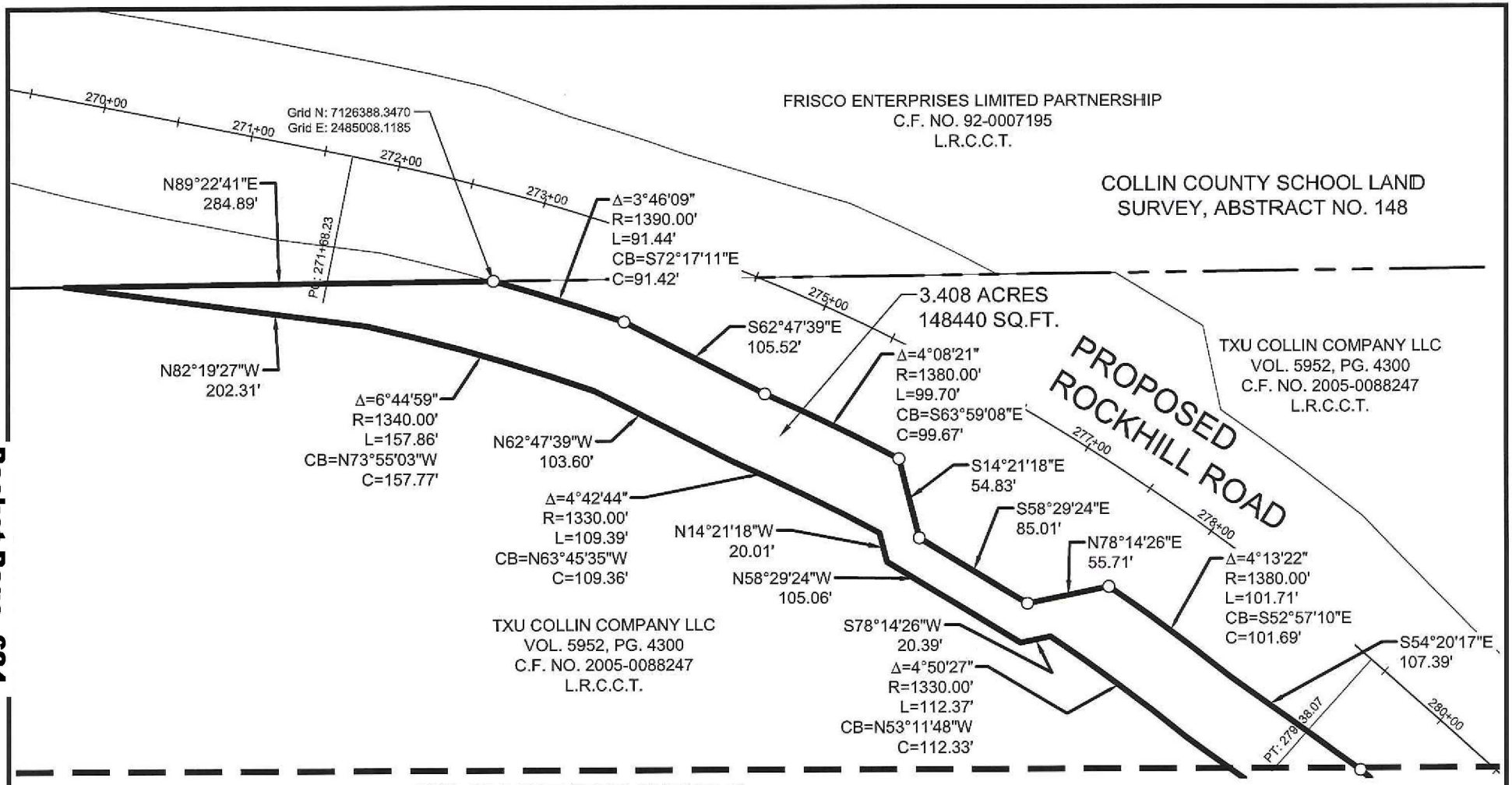
TEMPORARY CONSTRUCTION EASEMENT 2-2

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

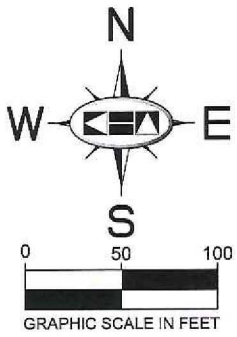
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	7 OF 8

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MATCHLINE (SEE SHEET 7)



LEGEND
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TEMPORARY CONSTRUCTION EASEMENT 2-2

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
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1" = 100'	SRD	DAB	9/5/2012	061123017	8 OF 8

PLOTTED BY DUNN, STACY 9/5/2012 12:15 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-TEMPCE 2-2.DWG LAST SAVED 9/5/2012 12:14 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, North 00°31'44" West, a distance of 215.08 feet to a 3-1/2" aluminum disk found for corner;

THENCE South 88°58'50" West, a distance of 9.95 feet to a 3-1/2" aluminum disk found for corner;

THENCE North 0°22'58" West, a distance of 133.80 feet to the northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed north right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, South 45°00'47' West, a distance of 56.96 feet to a point for corner;

THENCE with the proposed north right-of-way line of Rockhill Road, South 89°37'02" West, a distance of 31.04 feet to the **POINT OF BEGINNING**; said point being in the west line of a tract of land described in deed to the State of Texas, recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE continuing with the proposed north right-of-way line of Rockhill Road, the following courses and distances

South 89°37'02" West, a distance of 220.58 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a tangent curve to the right having a central angle of 14°53'01", a radius of 1380.00 feet, a chord bearing and distance of North 82°56'27" West, 357.48 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 358.48 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 78°45'36" West, a distance of 105.52 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1390.00 feet, a chord bearing and distance of North 66°24'09" West, 230.21 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 230.47 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



TEMPORARY CONSTRUCTION EASEMENT 2-1

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 7

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North 54°42'00" West, a distance of 143.56 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 7°18'37", a radius of 1380.00 feet, a chord bearing and distance of North 52°04'13" West, 175.95 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 176.07 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 3°03'31" West, a distance of 56.40 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 110.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 86°46'43" West, a distance of 56.57 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 185.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 52°02'07" West, a distance of 150.33 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 311.73 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 43°58'16" West, a distance of 113.49 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 4°27'31", a radius of 1520.00 feet, a chord bearing and distance of North 53°04'15" West, 118.26 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 118.28 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 11°50'21" West, a distance of 57.34 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 58°24'37" West, a distance of 68.77 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" in the south line of a tract of land described in Special Warranty Deed to Frisco Enterprises Limited Partnership, recorded in Instrument No. 92-0007195, Land Records of Collin County, Texas;

THENCE departing said proposed north right-of-way line and with said south line, North 89°22'41" East, a distance of 19.76 feet to a point at the beginning of a non-tangent curve
to the right having a central angle of 8°30'05", a radius of 1498.71 feet, a chord bearing and distance of South 54°36'03" East, 222.17 feet;

THENCE departing said south line, the following courses and distances:

In a southeasterly direction, with said curve to the right, an arc distance of 222.37 feet to a point at the end of said curve;
South 43°58'16" East, a distance of 111.63 feet to a point for corner;
South 48°13'17" East, a distance of 308.21 feet to a point for corner;
South 52°02'07" East, a distance of 150.33 feet to a point for corner;
South 48°13'17" East, a distance of 376.26 feet to a point at the beginning of a non-tangent curve
to the left having a central angle of 7°19'43", a radius of 1333.66 feet, a chord bearing and distance of South 52°05'21" East, 170.47 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 170.58 feet to a point at the end of said curve;

TEMPORARY CONSTRUCTION
EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	2 OF 7

South 54°42'00" East, a distance of 140.49 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 8°55'18", a radius of 1340.00 feet, a chord bearing and distance of South 66°14'31" East, 208.44 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 208.66 feet to a point at the end of said curve;
North 38°03'22" East, a distance of 120.68 feet to a point for corner;
South 51°56'38" East, a distance of 240.40 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 8°07'26", a radius of 1330.00 feet, a chord bearing and distance of South 86°19'15" East, 188.42 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 188.58 feet to a point at the end of said curve;
North 89°37'02" East, a distance of 219.43 feet to a point for corner in said west line of the State of Texas tract;

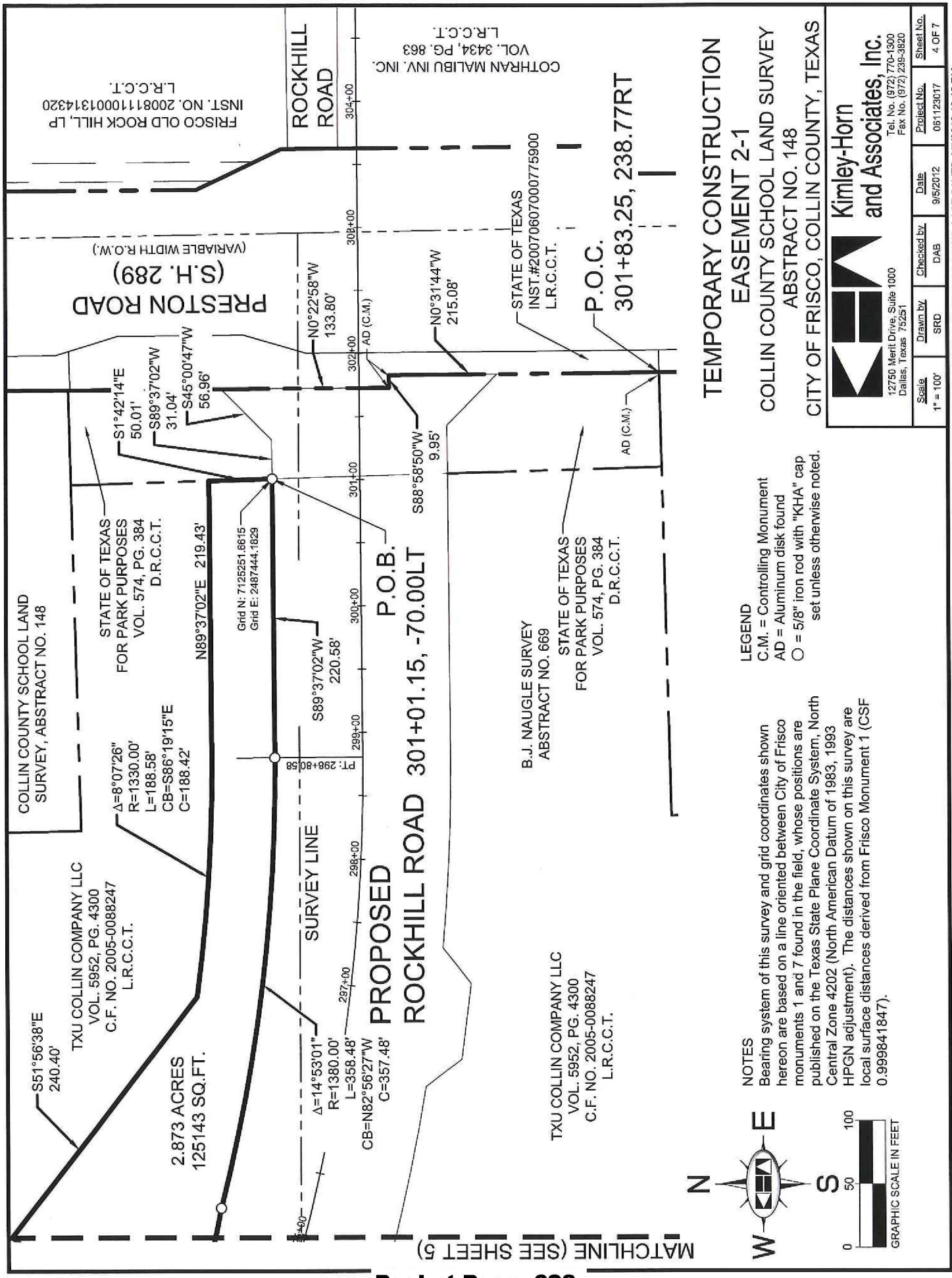
THENCE with said west line, South 1°42'14" East, a distance of 50.01 feet to the **POINT OF BEGINNING** and containing 2.873 acres or 125,143 square feet of land.

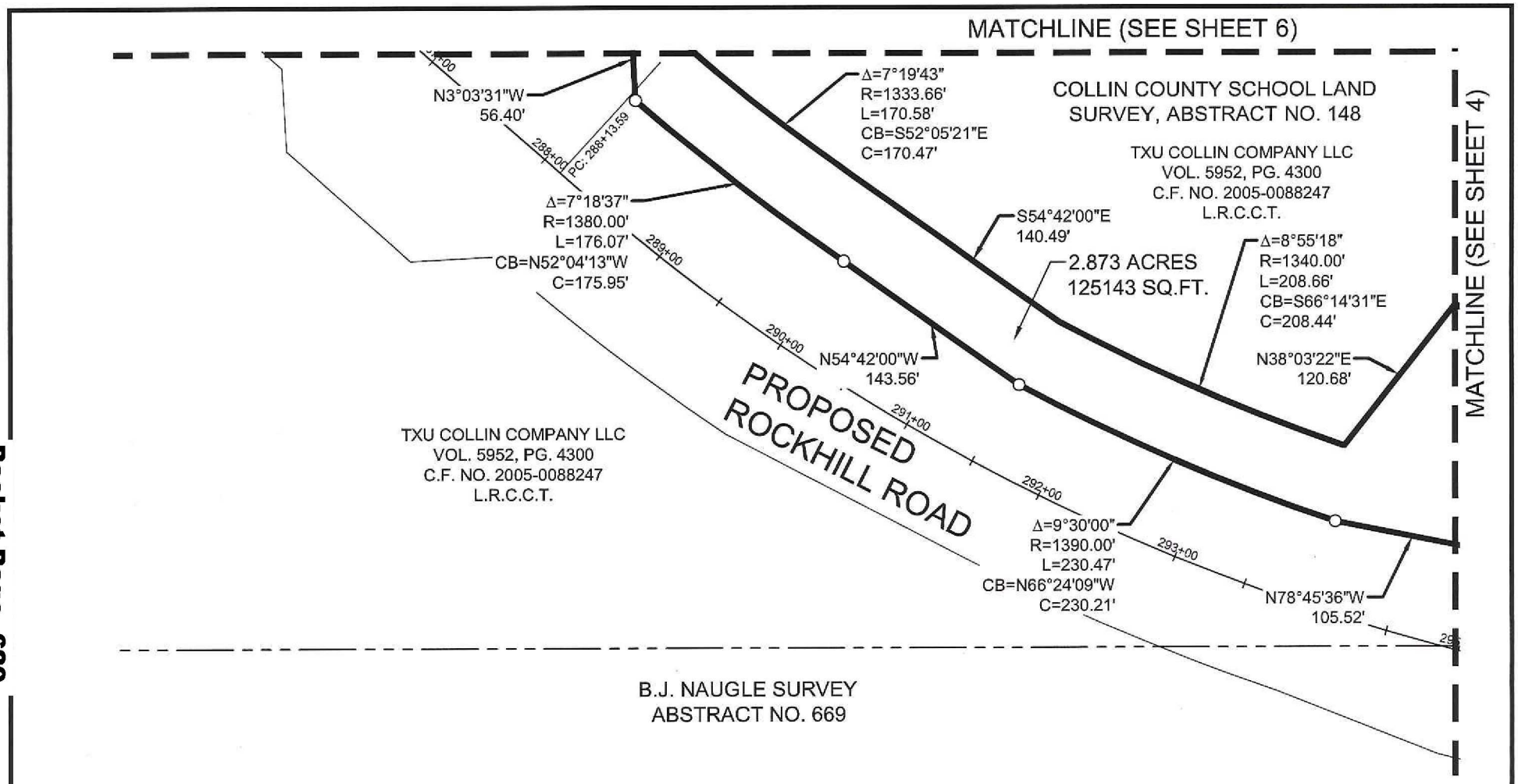
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

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COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	3 OF 7


TEMPORARY CONSTRUCTION EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820
Scale 1" = 100'
Drawn by SRD
Checked by DAB
Date 9/5/2012
Project No. 061123017
Sheet No. 4 OF 7
PRESTON ROAD (S.H. 289)
(VARIABLE WIDTH R.O.W.)
ROCKHILL ROAD
FRISCO OLD ROCK HILL, LP
INST. NO. 20081110001314320
L.R.C.C.T.
COTHRAN MALIBU INV. INC.
VOL. 3434, PG. 863
L.R.C.C.T.
STATE OF TEXAS
INST.#20070607000775900
L.R.C.C.T.
P.O.C.
301+83.25, 238.77RT
P.O.B.
301+01.15, -70.00LT
PROPOSED
ROCKHILL ROAD
SURVEY LINE
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 148
TXU COLLIN COMPANY LLC
VOL. 5952, PG. 4300
C.F. NO. 2005-0088247
L.R.C.C.T.
B.J. NAUGLE SURVEY
ABSTRACT NO. 669
STATE OF TEXAS
FOR PARK PURPOSES
VOL. 574, PG. 384
D.R.C.C.T.
2.873 ACRES
125143 SQ.FT.
S51°56'38"E 240.40'
Δ=8°07'26" R=1330.00' L=188.58' CB=S86°19'15"E C=188.42'
N89°37'02"E 219.43'
S1°42'14"E 50.01'
S89°37'02"W 31.04'
S45°00'47"W 56.96'
N0°22'58"W 133.80'
N0°31'44"W 215.08'
S88°58'50"W 9.95'
S89°37'02"W 220.58'
Δ=14°53'01" R=1380.00' L=358.48' CB=N82°56'27"W C=357.48'
Grid N: 7125251.6615
Grid E: 2487444.1829
PT: 298+80.58
AD (C.M.)
MATCHLINE (SEE SHEET 5)
LEGEND
C.M. = Controlling Monument
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GRAPHIC SCALE IN FEET
PLOTTED BY DUNN, STACY 9/5/2012 12:12 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-TEMPCE 2-1.DWG LAST SAVED 9/5/2012 12:12 PM



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0 50 100
GRAPHIC SCALE IN FEET

LEGEND
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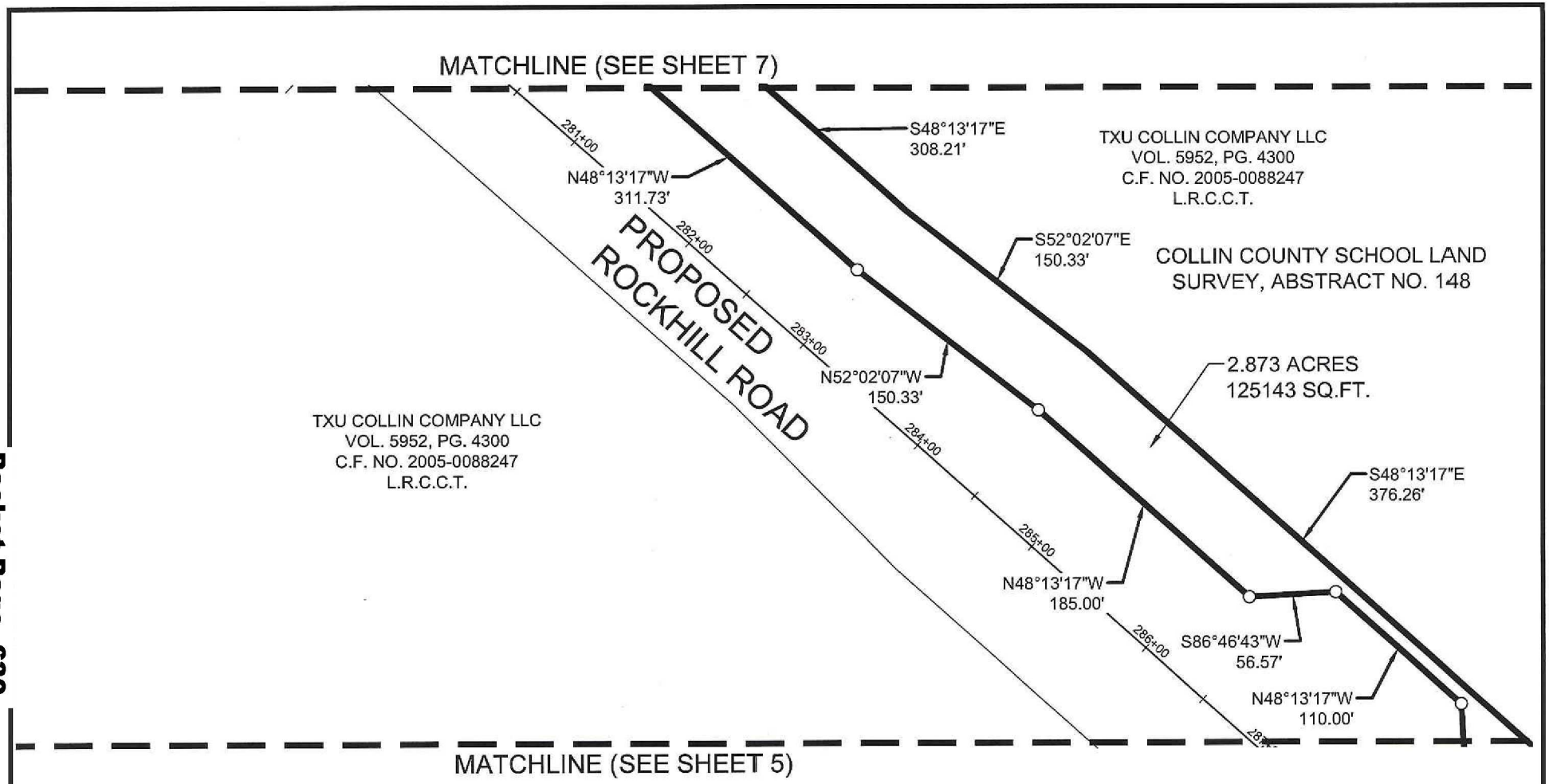
TEMPORARY CONSTRUCTION EASEMENT 2-1

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GRAPHIC SCALE IN FEET

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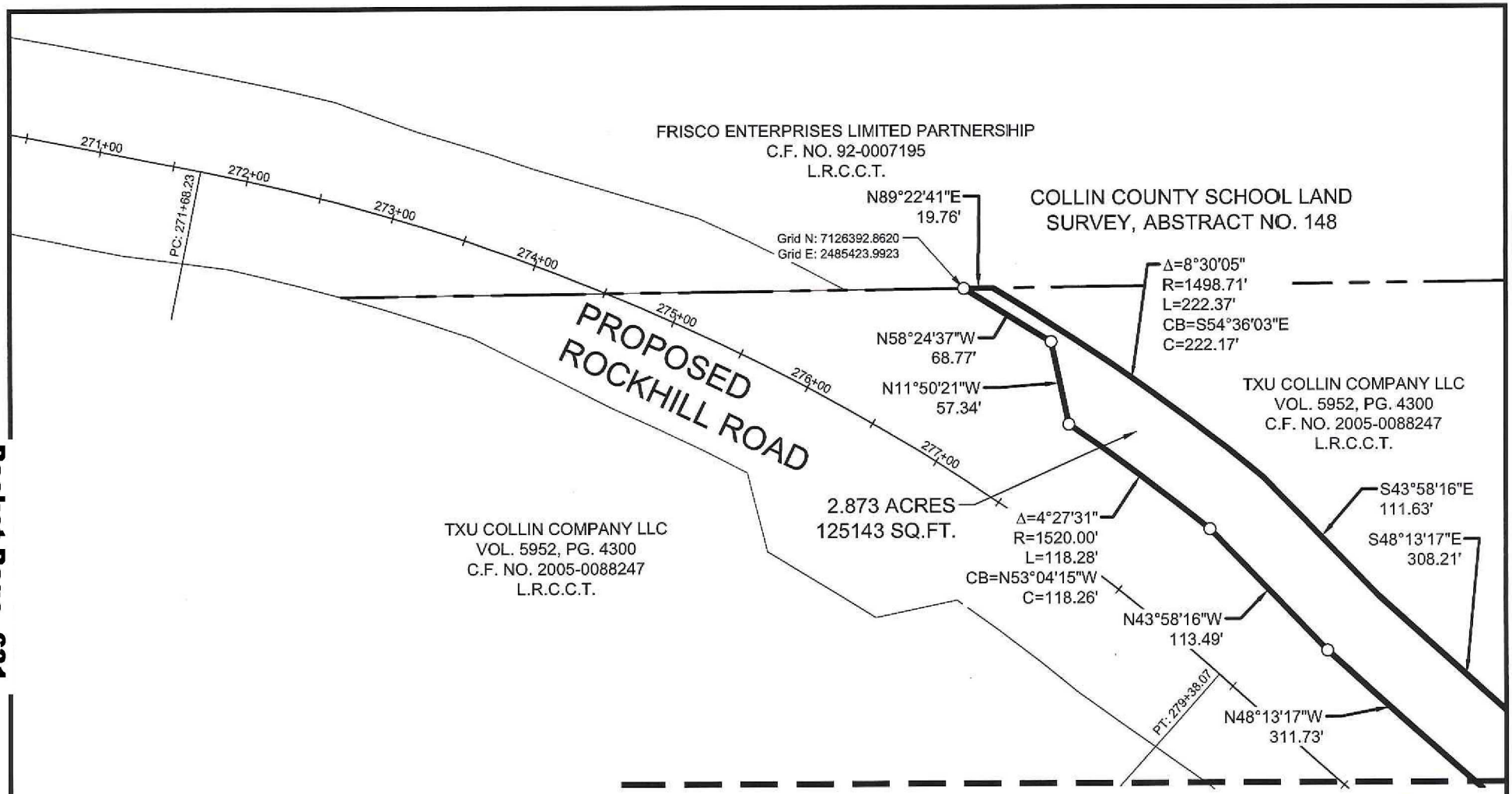
TEMPORARY CONSTRUCTION EASEMENT 2-1

COLLIN COUNTY SCHOOL LAND SURVEY
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GRAPHIC SCALE IN FEET

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TEMPORARY CONSTRUCTION EASEMENT 2-1

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1" = 100'	SRD	DAB	9/5/2012	061123017	7 OF 7

PLOTTED BY DUNN, STACY 9/5/2012 12:13 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-TEMPCE 2-1.DWG LAST SAVED 9/5/2012 12:12 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances:

North 00°31'44" West, a distance of 215.08 feet to a 3-1/2" aluminum disk found for corner;
South 88°58'50" West, a distance of 9.95 feet to a 3-1/2" aluminum disk found for corner;
North 0°22'58" West, a distance of 133.80 feet to the northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed north right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, South 45°00'47' West, a distance of 56.96 feet to a point for corner;

THENCE with the proposed north right-of-way line of Rockhill Road, the following courses and distances:

South 89°37'02" West, a distance of 251.62 feet to a point at the beginning of a tangent curve to the right having a central angle of 14°53'01", a radius of 1380.00 feet, a chord bearing and distance of North 82°56'27" West, 357.48 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 358.48 feet to a point at the end of said curve;
North 78°45'36" West, a distance of 105.52 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1390.00 feet, a chord bearing and distance of North 66°24'09" West, 230.21 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 230.47 feet to a point at the end of said curve;
North 54°42'00" West, a distance of 143.56 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°18'37", a radius of 1380.00 feet, a chord bearing and distance of North 52°04'13" West, 175.95 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 176.07 feet to a point at the end of said curve;

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



9.5.12

SIDEWALK EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 6

PLOTTED BY DUNN, STACY 9/5/2012 12:35 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

North 3°03'31" West, a distance of 56.40 feet to a point for corner;
North 48°13'17" West, a distance of 110.00 feet to a point for corner;
South 86°46'43" West, a distance of 50.91 feet to the **POINT OF BEGINNING**;

THENCE continuing with said proposed north right-of-way line of Rockhill Road, the following courses and distances:

South 86°46'43" West, a distance of 5.66 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 185.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 52°02'07" West, a distance of 150.33 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 48°13'17" West, a distance of 311.73 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 43°58'16" West, a distance of 113.49 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 4°27'31", a radius of 1520.00 feet, a chord bearing and distance of North 53°04'15" West, 118.26 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 118.28 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 11°50'21" West, a distance of 5.81 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 4°37'34", a radius of 1524.00 feet, a chord bearing and distance of South 53°08'44" East, 123.02 feet;

THENCE departing said proposed north right-of-way line, the following courses and distances:

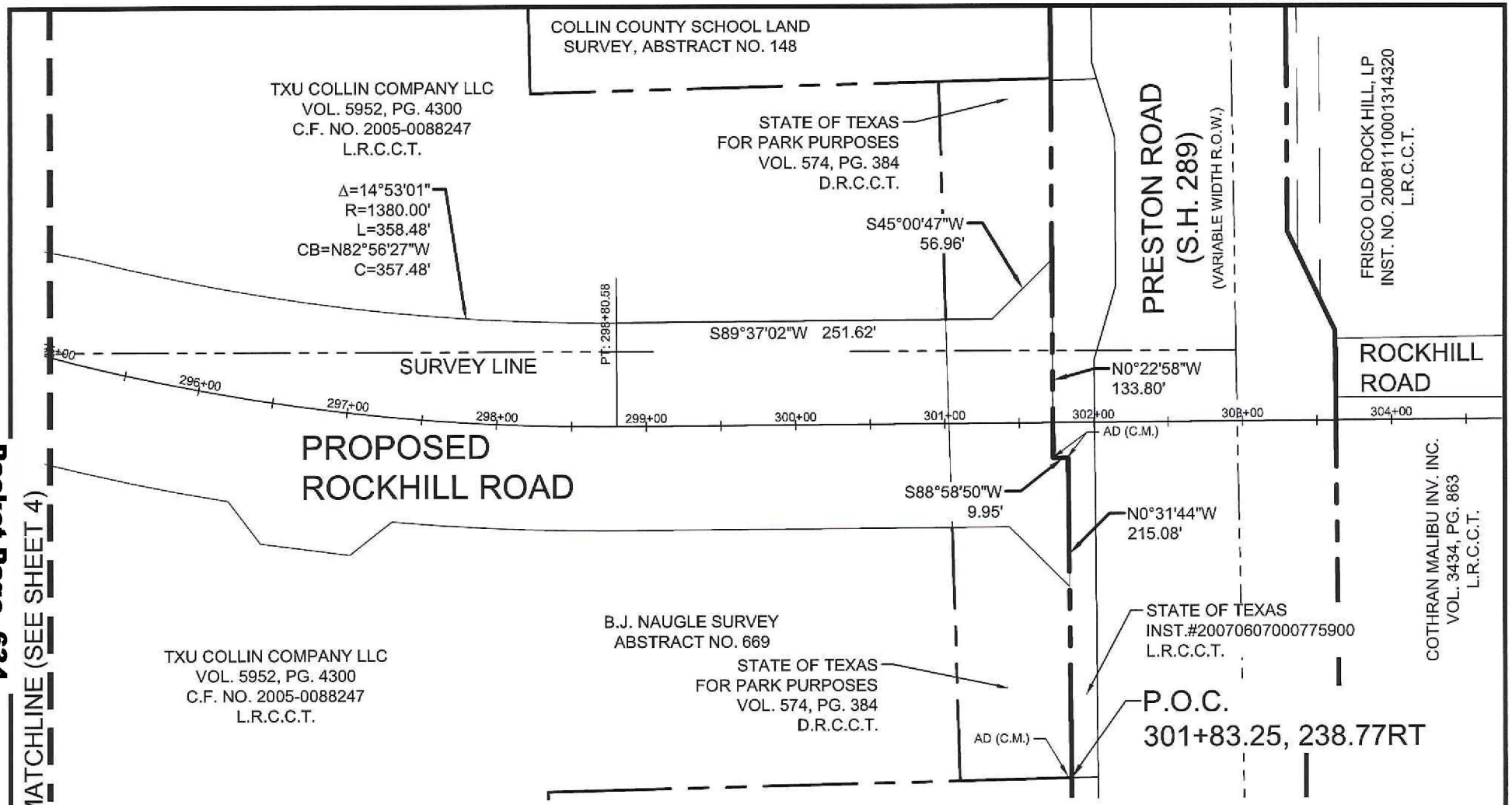
In a southeasterly direction, with said curve to the right, an arc distance of 123.05 feet to a point at the end of said curve;
South 43°58'16" East, a distance of 113.58 feet to a point for corner;
South 48°13'17" East, a distance of 311.45 feet to a point for corner;
South 52°02'07" East, a distance of 150.33 feet to a point for corner;
South 48°13'17" East, a distance of 189.13 feet to the **POINT OF BEGINNING** and containing 3,533 square feet or 0.081 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

SIDEWALK EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	2 OF 6



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GRAPHIC SCALE IN FEET

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

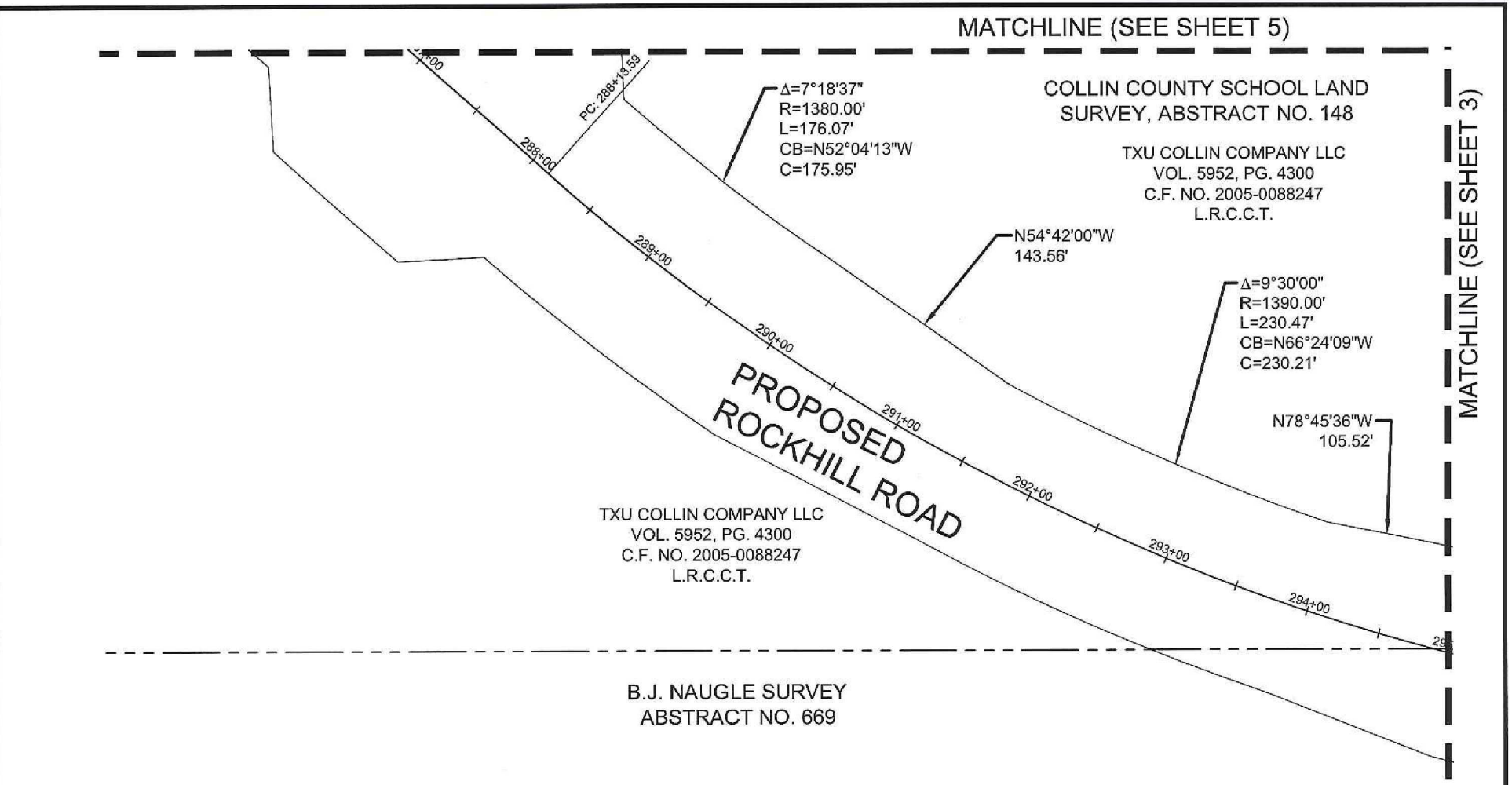
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

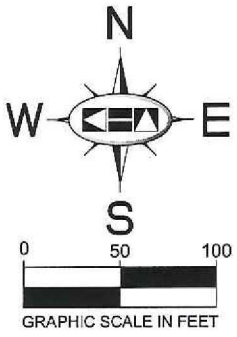
SIDEWALK EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 6

PLOTTED BY DUNN, STACY 9/5/2012 12:35 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-2.DWG LAST SAVED 9/5/2012 12:35 PM





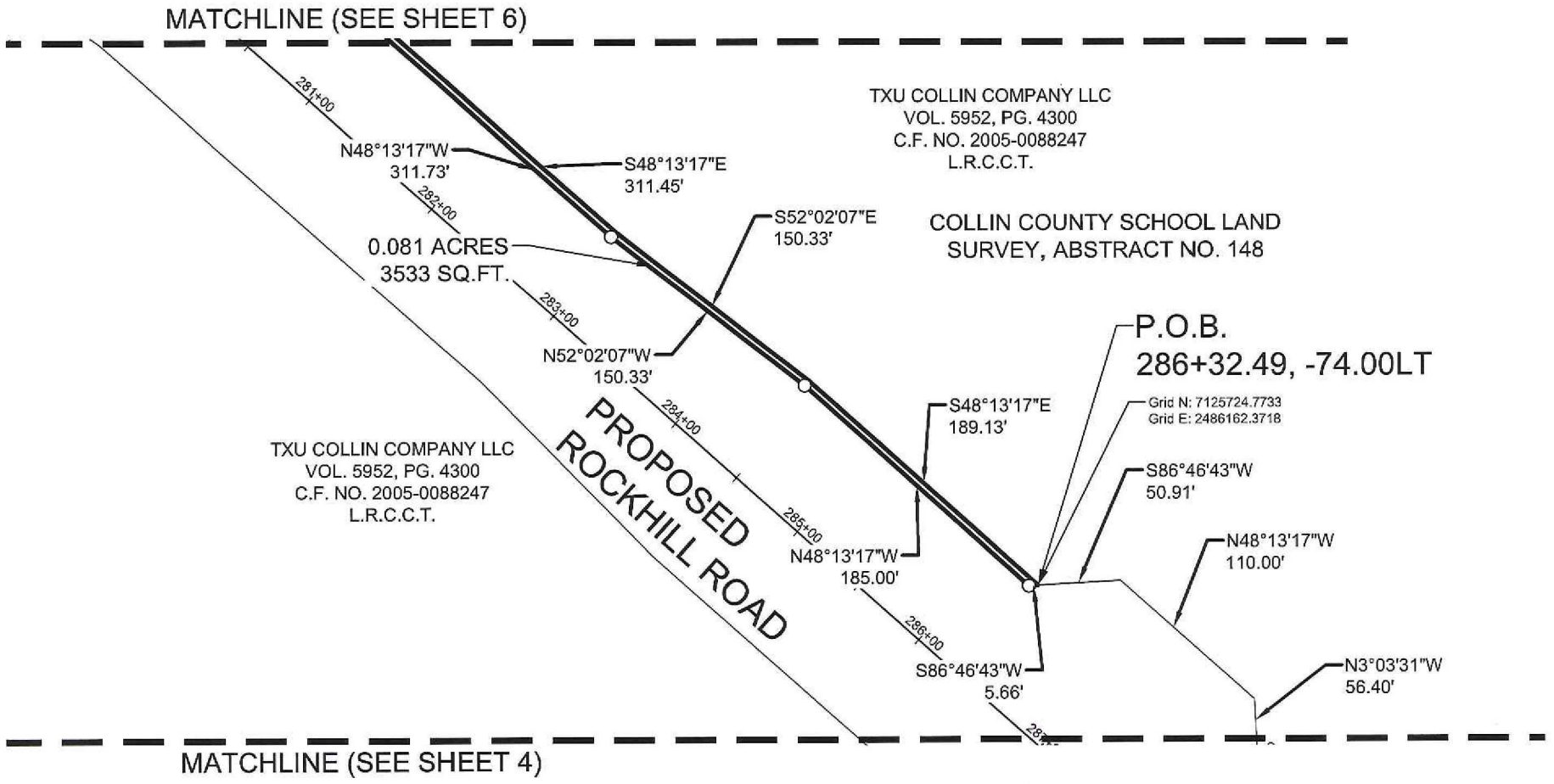
LEGEND
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SIDEWALK EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
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Tel. No. (972) 770-1300
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	4 OF 6

PLOTTED BY DUNN, STACY 9/5/2012 12:35 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\0611223017-ROCKHILL RD-SWA 2-2.DWG LAST SAVED 9/5/2012 12:35 PM



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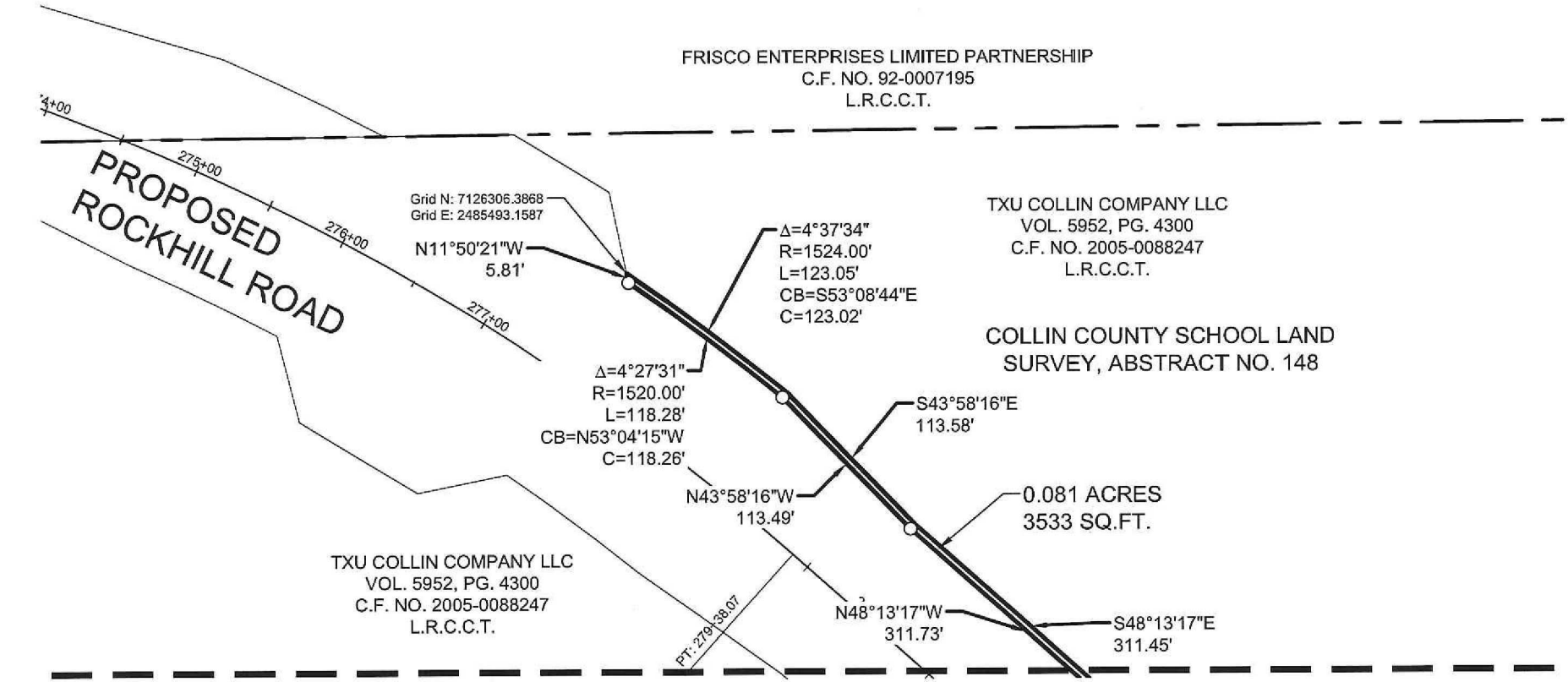
0 50 100
GRAPHIC SCALE IN FEET

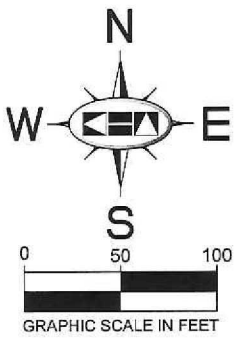
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

SIDEWALK EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	5 OF 6





LEGEND
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AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

SIDEWALK EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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12750 Merit Drive, Suite 1000
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	6 OF 6

PLOTTED BY DUNN, STACY 9/5/2012 12:35 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-2.DWG LAST SAVED 9/5/2012 12:35 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances:

North 00°31'44" West, a distance of 215.08 feet to a 3-1/2" aluminum disk found for corner;
South 88°58'50" West, a distance of 9.95 feet to a 3-1/2" aluminum disk found for corner;
North 0°22'58" West, a distance of 133.80 feet to the northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed north right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, South 45°00'47' West, a distance of 56.96 feet to a point for corner;

THENCE with the proposed north right-of-way line of Rockhill Road, South 89°37'02" West, a distance of 31.04 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the **POINT OF BEGINNING**; said point being in the west line of said State of Texas tract;

THENCE continuing with said proposed north right-of-way line of Rockhill Road, the following courses and distances:

South 89°37'02" West, a distance of 220.58 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a tangent curve to the right having a central angle of 14°53'01", a radius of 1380.00 feet, a chord bearing and distance of North 82°56'27" West, 357.48 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 358.48 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 78°45'36" West, a distance of 105.52 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1390.00 feet, a chord bearing and distance of North 66°24'09" West, 230.21 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 230.47 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



9.5.12

SIDEWALK EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:32 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

North 54°42'00" West, a distance of 143.56 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 7°18'37", a radius of 1380.00 feet, a chord bearing and distance of North 52°04'13" West, 175.95 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 176.07 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
North 3°03'31" West, a distance of 5.63 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 7°28'35", a radius of 1376.00 feet, a chord bearing and distance of South 51°59'19" East, 179.42 feet;

THENCE departing said proposed north right-of-way line of Rockhill Road, the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 179.55 feet to a point at the end of said curve;
South 54°42'00" East, a distance of 143.35 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 9°28'44", a radius of 1386.00 feet, a chord bearing and distance of South 66°24'07" East, 229.04 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 229.30 feet to a point at the end of said curve;
South 78°45'36" East, a distance of 105.37 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 14°53'18", a radius of 1376.00 feet, a chord bearing and distance of South 82°56'19" East, 356.55 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 357.56 feet to a point at the end of said curve;
North 89°37'02" East, a distance of 220.49 feet to a point for corner in said west line;

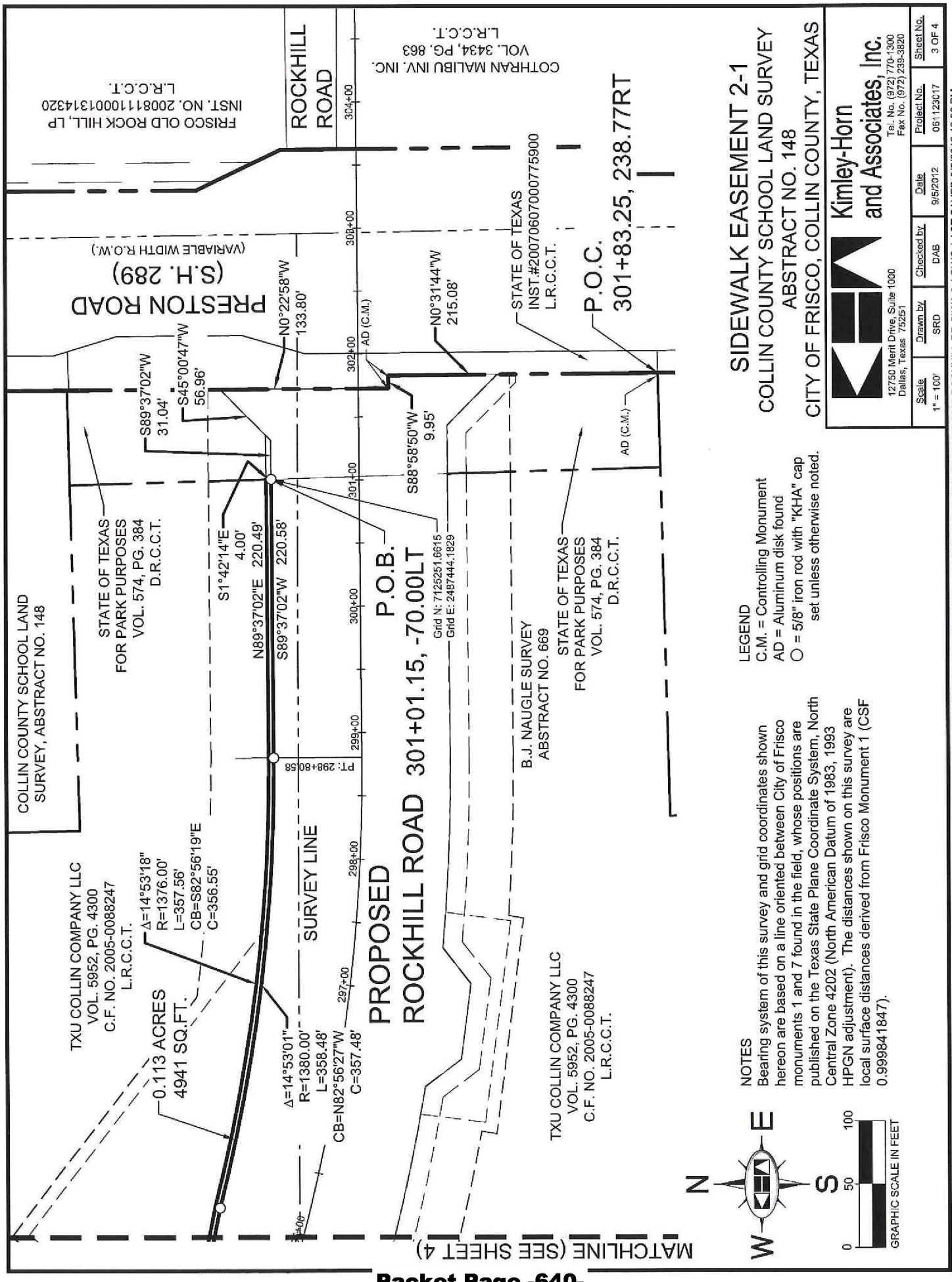
THENCE with said west line, South 1°42'14" East, a distance of 4.00 feet to the **POINT OF BEGINNING** and containing 4,941 square feet or 0.113 acres of land.

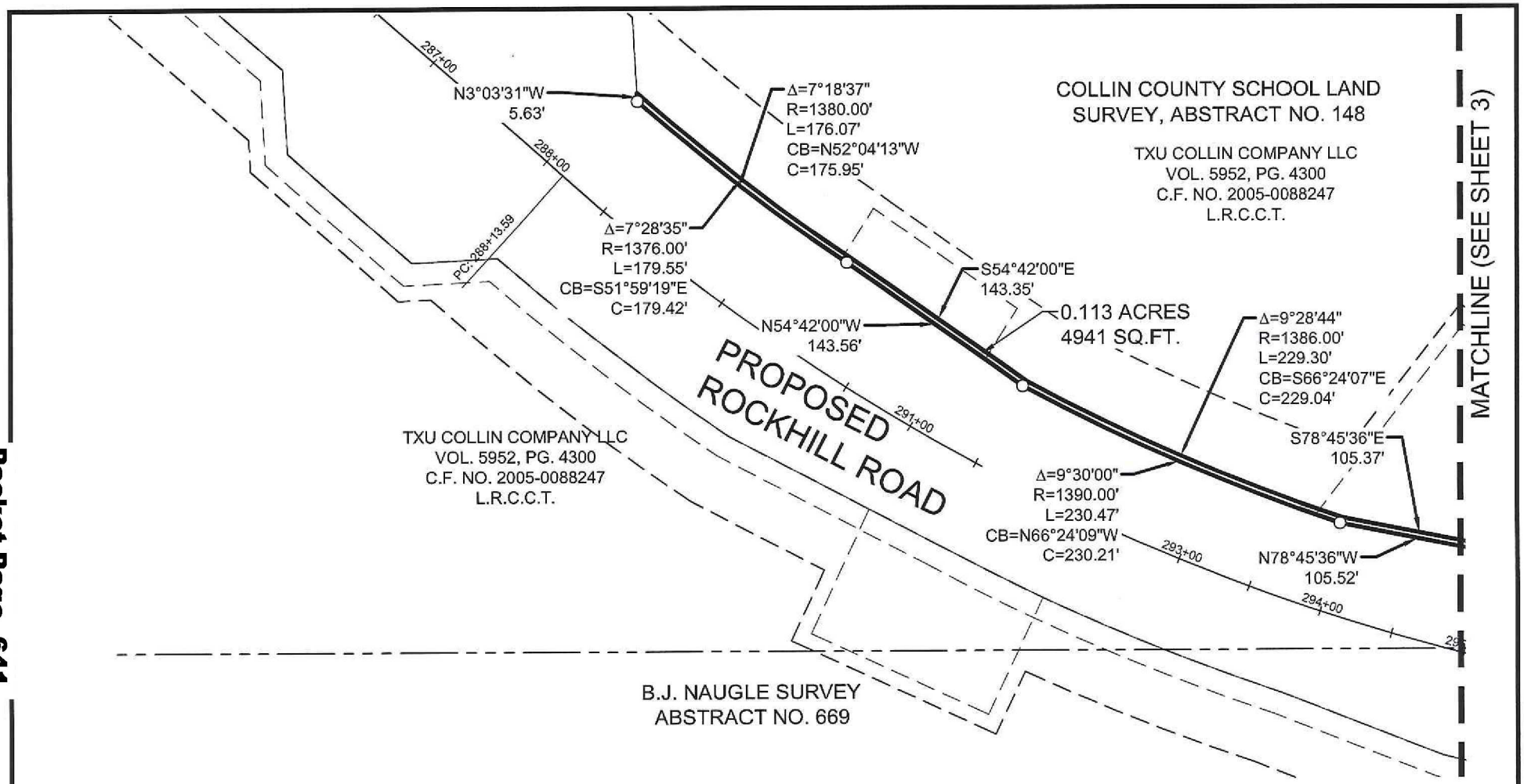
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

SIDEWALK EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
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Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	2 OF 4


SIDEWALK EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820
Scale 1" = 100'
Drawn by SRD
Checked by DAB
Date 9/5/2012
Project No. 061123017
Sheet No. 3 OF 4
PROPOSED ROCKHILL ROAD
P.O.B. 301+01.15, -70.00LT
Grid N: 7125251.6615
Grid E: 2487444.1829
P.O.C. 301+83.25, 238.77RT
SURVEY LINE
PRESTON ROAD (S.H. 289)
(VARIABLE WIDTH R.O.W.)
ROCKHILL ROAD
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 148
STATE OF TEXAS FOR PARK PURPOSES VOL. 574, PG. 384 D.R.C.C.T.
TXU COLLIN COMPANY LLC VOL. 5952, PG. 4300 C.F. NO. 2005-0088247 L.R.C.C.T.
B.J. NAUGLE SURVEY ABSTRACT NO. 669
COTHRAN MALIBU INV. INC. VOL. 3434, PG. 863 L.R.C.C.T.
FRISCO OLD ROCK HILL, LP INST. NO. 20081110001314320 L.R.C.C.T.
STATE OF TEXAS INST.#20070607000775900 L.R.C.C.T.
0.113 ACRES 4941 SQ.FT.
Δ=14°53'18" R=1376.00' L=357.56' CB=S82°56'19"E C=356.55'
Δ=14°53'01" R=1380.00' L=358.48' CB=N82°56'27"W C=357.48'
S1°42'14"E 4.00'
N89°37'02"E 220.49'
S89°37'02"W 220.58'
S89°37'02"W 31.04'
S45°00'47"W 56.96'
N0°22'58"W 133.80'
S88°58'50"W 9.95'
N0°31'44"W 215.08'
AD (C.M.)
PT: 298+80.58
MATCHLINE (SEE SHEET 4)
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.
NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).
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GRAPHIC SCALE IN FEET
PLOTTED BY DUNN, STACY 9/5/2012 12:32 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-1.DWG LAST SAVED 9/5/2012 12:32 PM



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GRAPHIC SCALE IN FEET

LEGEND
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SIDEWALK EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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12750 Merit Drive, Suite 1000
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	4 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:32 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-SWA 2-1.DWG LAST SAVED 9/5/2012 12:32 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, North 00°31'44" West, a distance of 128.77 feet to the southernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed south right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip North 45°27'21" West, a distance of 56.64 feet to a point for corner;

THENCE with said proposed south right-of-way line of Rockhill Road, the following courses and distances:

South 89°37'02" West, a distance of 262.25 feet to a point at the beginning of a tangent curve to the right having a central angle of 5°41'52", a radius of 1520.00 feet, a chord bearing and distance of North 87°32'02" West, 151.09 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 151.16 feet to a point at the end of said curve;
South 51°35'14" West, a distance of 35.85 feet to a point for corner;
North 82°36'42" West, a distance of 60.00 feet to a point for corner;
North 36°48'38" West, a distance of 35.85 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 5°00'22", a radius of 1520.00 feet, a chord bearing and distance of North 78°01'07" West, 133.65 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 133.69 feet to a point at the end of said curve;
North 68°21'19" West, a distance of 115.34 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1510.00 feet, a chord bearing and distance of North 66°24'09" West, 250.08 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 250.37 feet to a point at the end of said curve;
North 62°20'11" West, a distance of 156.97 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°18'37", a radius of 1520.00 feet, a chord bearing and distance of North 52°04'13" West, 193.80 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 193.93 feet to a point at the end of said curve;
South 86°56'36" West, a distance of 56.74 feet to a point for corner;
North 48°13'17" West, a distance of 110.00 feet to a point for corner;
North 3°13'17" West, a distance of 56.57 feet to a point for corner;
North 48°13'17" West, a distance of 61.41 feet to the **POINT OF BEGINNING;**

THENCE departing said proposed south right-of-way line, the following courses and distances:

South 48°13'17" East, a distance of 96.06 feet to a point for corner;
South 86°46'43" West, a distance of 68.57 feet to a point for corner in said proposed south right-of-way line;

THENCE with said proposed south right-of-way line, North 2°40'46" West, a distance of 67.93 feet to the **POINT OF BEGINNING** and containing 2,329 square feet or 0.053 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).



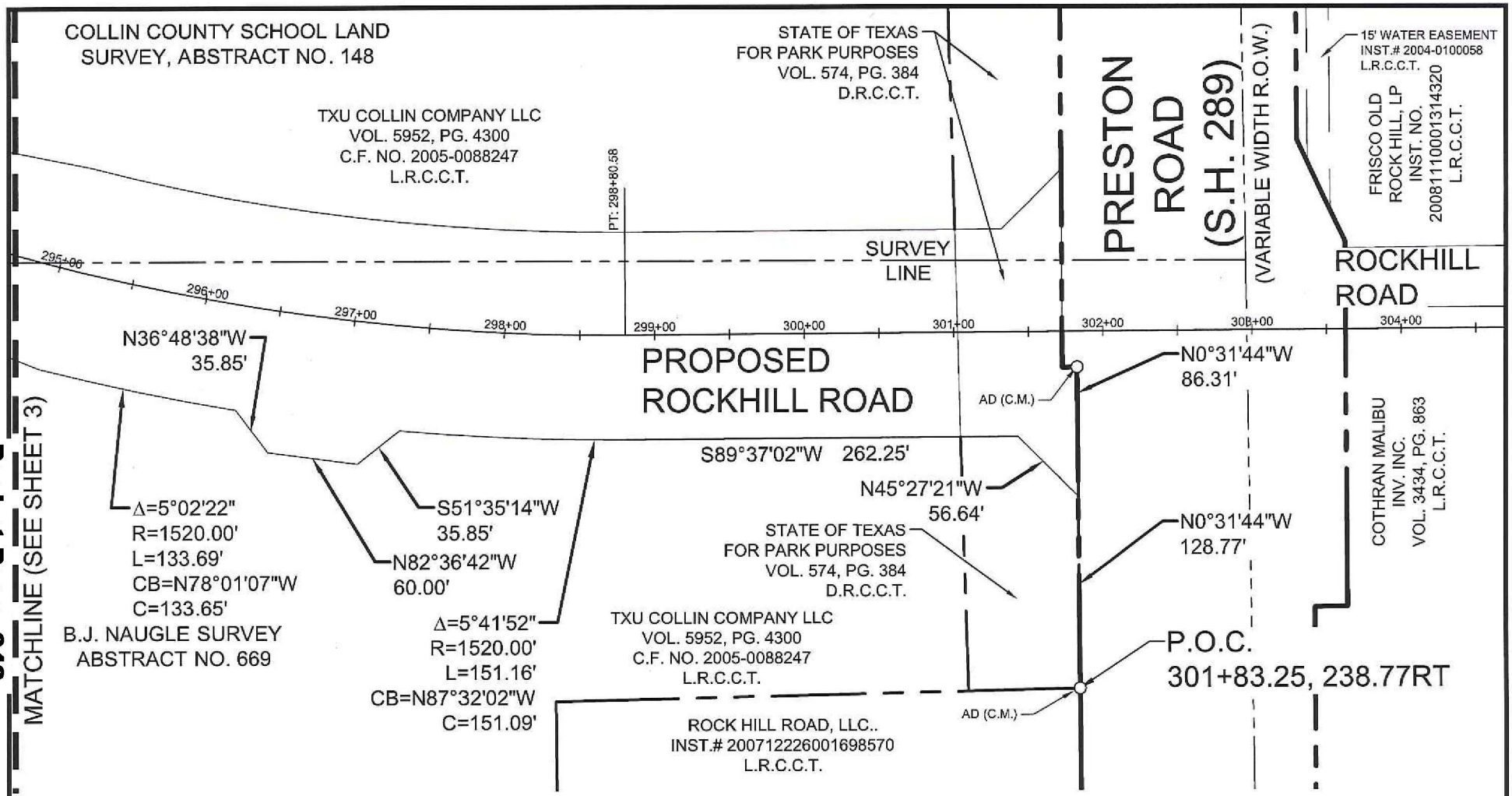
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

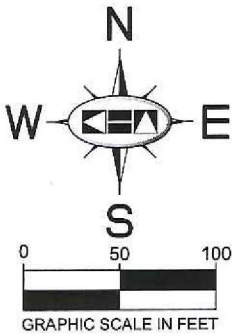
DRAINAGE EASEMENT 2-6
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:03 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL





NOTES

Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

LEGEND

C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

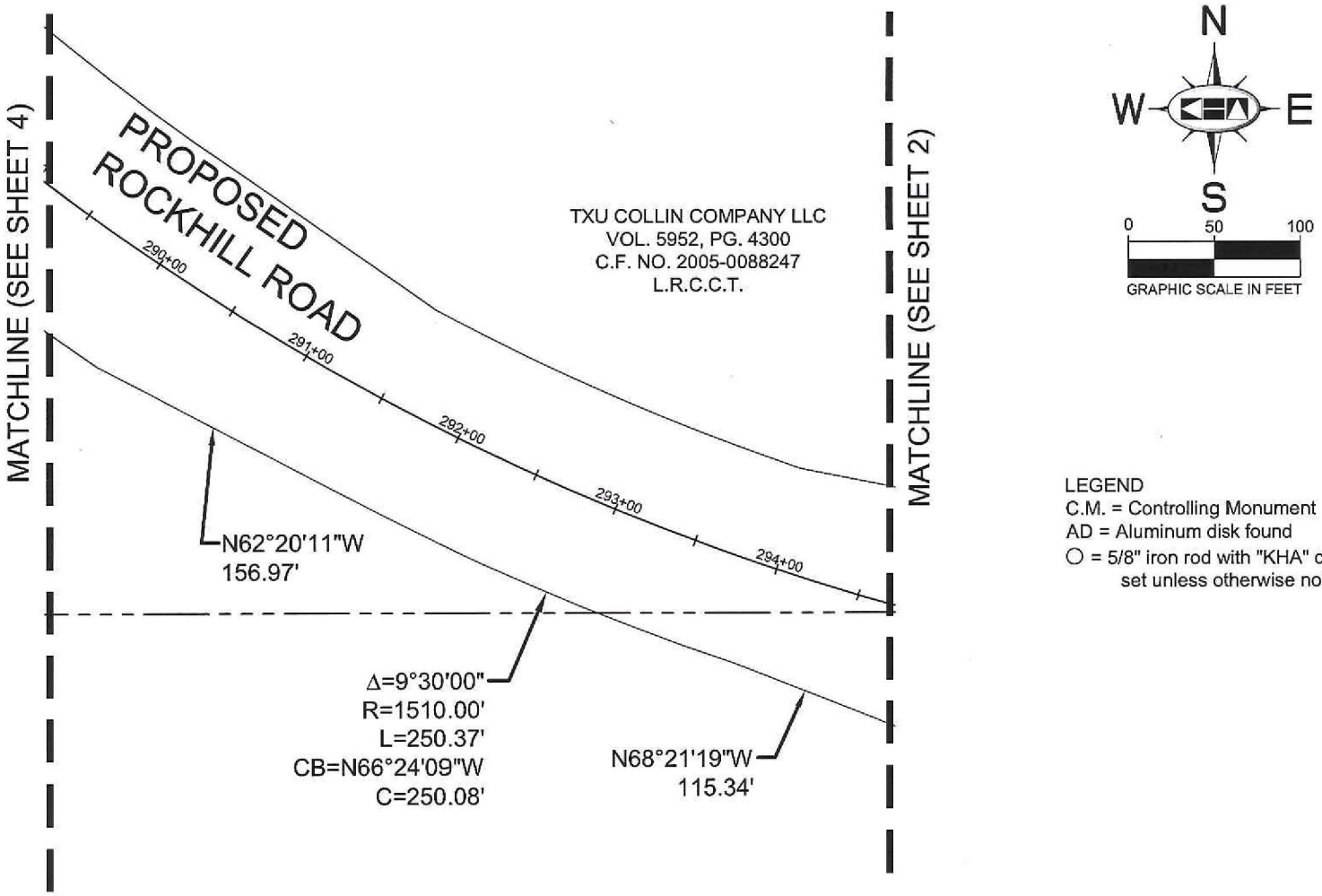
DRAINAGE EASEMENT 2-6

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	2 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:03 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-6.DWG LAST SAVED 9/5/2012 12:03 PM



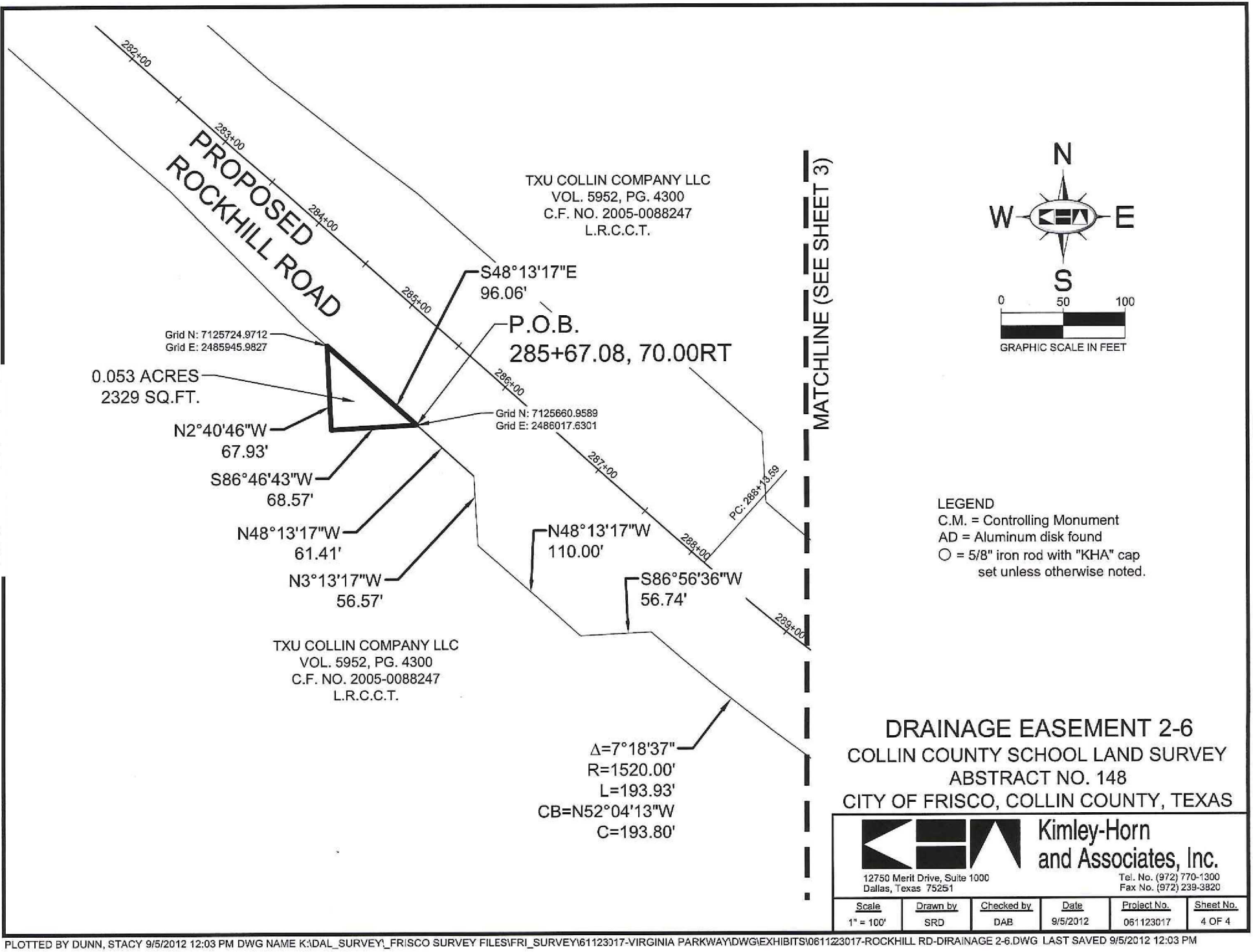
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

DRAINAGE EASEMENT 2-6
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:03 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-6.DWG LAST SAVED 9/5/2012 12:03 PM



DRAINAGE EASEMENT 2-6

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	4 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:03 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-6.DWG LAST SAVED 9/5/2012 12:03 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the B.J. Naugle Survey, Abstract No. 669, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, North 00°31'44" West, a distance of 128.77 feet to the southernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed south right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, North 45°27'21" West, a distance of 56.64 feet to a point for corner;

THENCE with the proposed south right-of-way line of Rockhill Road, the following courses and distances:

South 89°37'02" West, a distance of 262.25 feet to a point at the beginning of a tangent curve to the right having a central angle of 5°41'52", a radius of 1520.00 feet, a chord bearing and distance of North 87°32'02" West, 151.09 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 151.16 feet to a point at the end of said curve;
South 51°35'14" West, a distance of 35.85 feet to a point for corner;
North 82°36'42" West, a distance of 60.00 feet to a point for corner;
North 36°48'38" West, a distance of 35.85 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 5°02'22", a radius of 1520.00 feet, a chord bearing and distance of North 78°01'07" West, 133.65 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 133.69 feet to a point at the end of said curve;
North 68°21'19" West, a distance of 115.34 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 6°31'18", a radius of 1510.00 feet, a chord bearing and distance of North 67°53'30" West, 171.78 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 171.87 feet to the **POINT OF BEGINNING;**

THENCE departing said proposed south right-of-way line, the following courses and distances:

South 25°00'44" West, a distance of 86.48 feet to a point for corner;

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516



DRAINAGE EASEMENT 2-5
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:47 PM DWG NAME K:\DAL_SURVEY\ FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

North 65°01'52" West, a distance of 130.00 feet to a point for corner;
North 25°02'28" East, a distance of 91.49 feet to a point for corner in said proposed south right-of-way line;

THENCE with said proposed south right-of-way line of Rockhill Road, the following courses and distances:

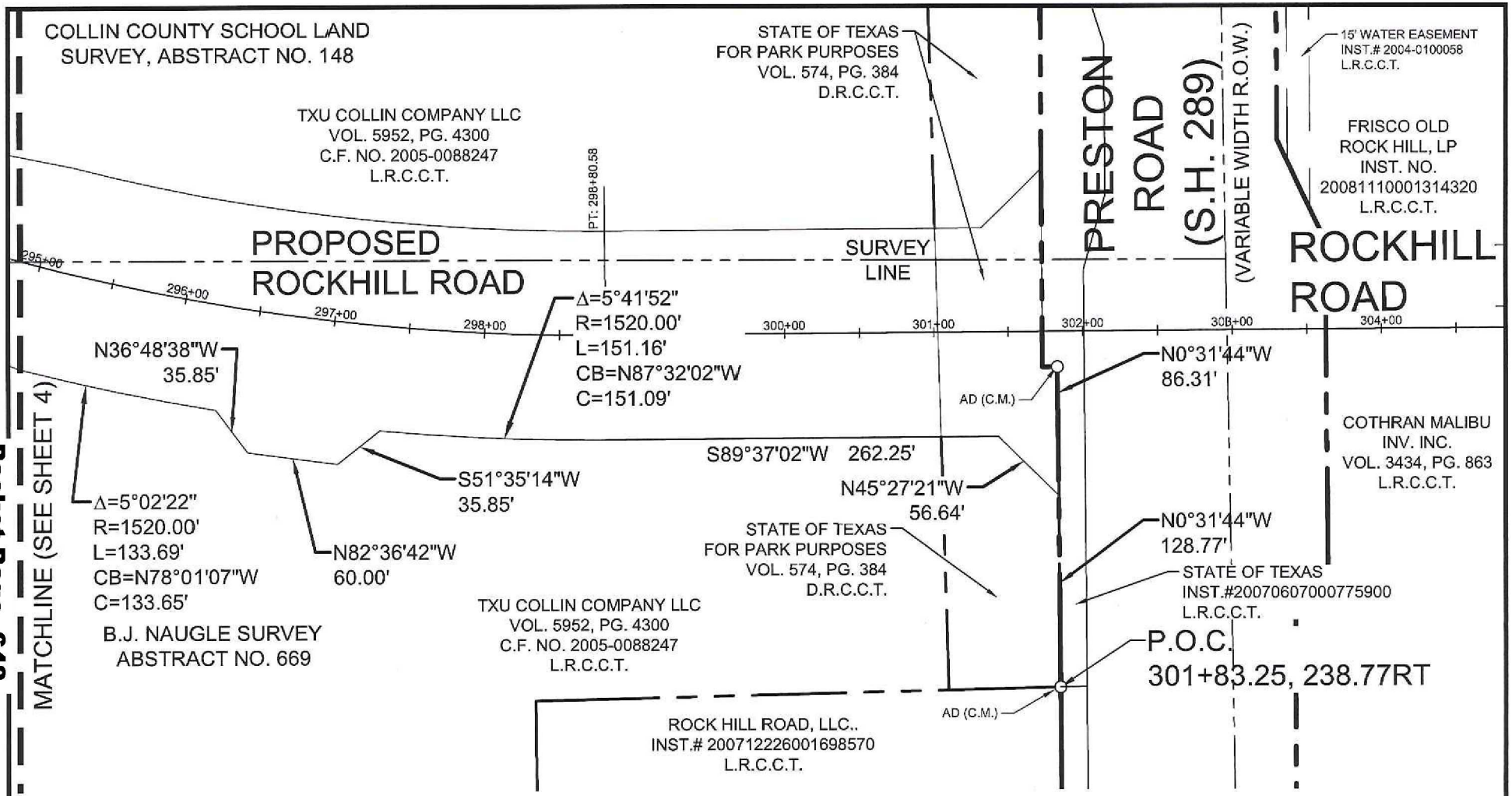
South 62°20'11" East, a distance of 51.56 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 2°58'42", a radius of 1510.00 feet, a chord bearing and distance of South 63°08'30" East, 78.49 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 78.50 feet to the **POINT OF BEGINNING** and containing 11,511 square feet or 0.264 acres of land.

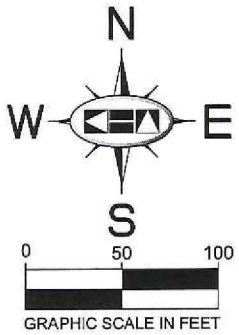
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

DRAINAGE EASEMENT 2-5
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	2 OF 4





NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

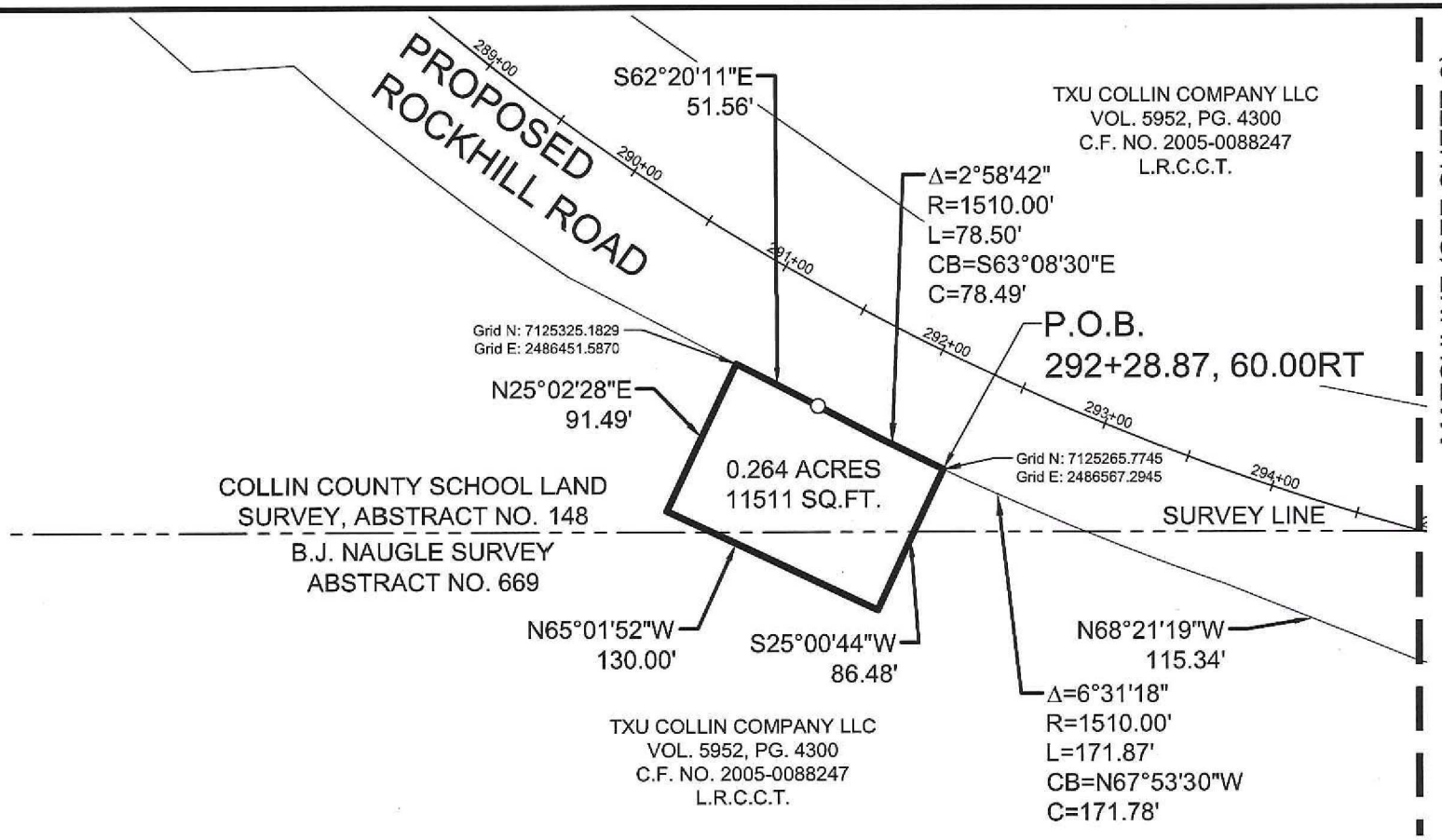
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

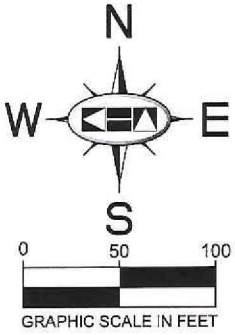
DRAINAGE EASEMENT 2-5
COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 148 & B.J. NAUGLE SURVEY, ABSTRACT NO. 669 CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:48 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\0611223017-ROCKHILL RD-DRAINAGE 2-5.DWG LAST SAVED 9/5/2012 12:47 PM





LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

DRAINAGE EASEMENT 2-5

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148 &
B.J. NAUGLE SURVEY, ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
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Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	4 OF 4

PLOTTED BY DUNN, STACY 9/5/2012 12:48 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-5.DWG LAST SAVED 9/5/2012 12:47 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the B.J. Naugle Survey, Abstract No. 669, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, North 00°31'44" West, a distance of 128.77 feet to the southernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed south right-of-way line of Rockhill Road (a proposed variable width right-of-way);

THENCE departing said west right-of-way line and with said proposed right-of-way corner clip, North 45°27'21' West, a distance of 56.64 feet to a point for corner;

THENCE with the proposed south right-of-way line of Rockhill Road, the following courses and distances:

South 89°37'02" West, a distance of 262.25 feet to a point for corner at the beginning of a tangent curve to the right having a central angle of 4°38'25", a radius of 1520.00 feet, a chord bearing and distance of North 88°03'45" West, 123.07 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 123.10 feet to the **POINT OF BEGINNING**;

THENCE departing said proposed south right-of-way line of Rockhill Road, the following courses and distances:

South 7°23'25" West, a distance of 51.97 feet to a point for corner;
North 82°36'42" West, a distance of 160.13 feet to a point for corner;
North 7°23'18" East, a distance of 51.63 feet to a point in said proposed south right-of-way line and at the beginning of a non-tangent curve to the left having a central angle of 0°50'09", a radius of 1520.00 feet, a chord bearing and distance of South 80°08'00" East, 22.18 feet;

THENCE with said proposed south right-of-way line of Rockhill Road, the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 22.18 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the end of said curve;
South 36°48'38" East, a distance of 35.81 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
South 82°36'42" East, a distance of 60.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 51°35'14" East, a distance of 35.84 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the left having a central angle of 1°03'28", a radius of 1520.00 feet, a chord bearing and distance of South 85°13'31" East, 28.06 feet;
In a southeasterly direction with said curve to the left, an arc distance of 28.06 feet to the **POINT OF BEGINNING** and containing 5,960 square feet or 0.137 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).



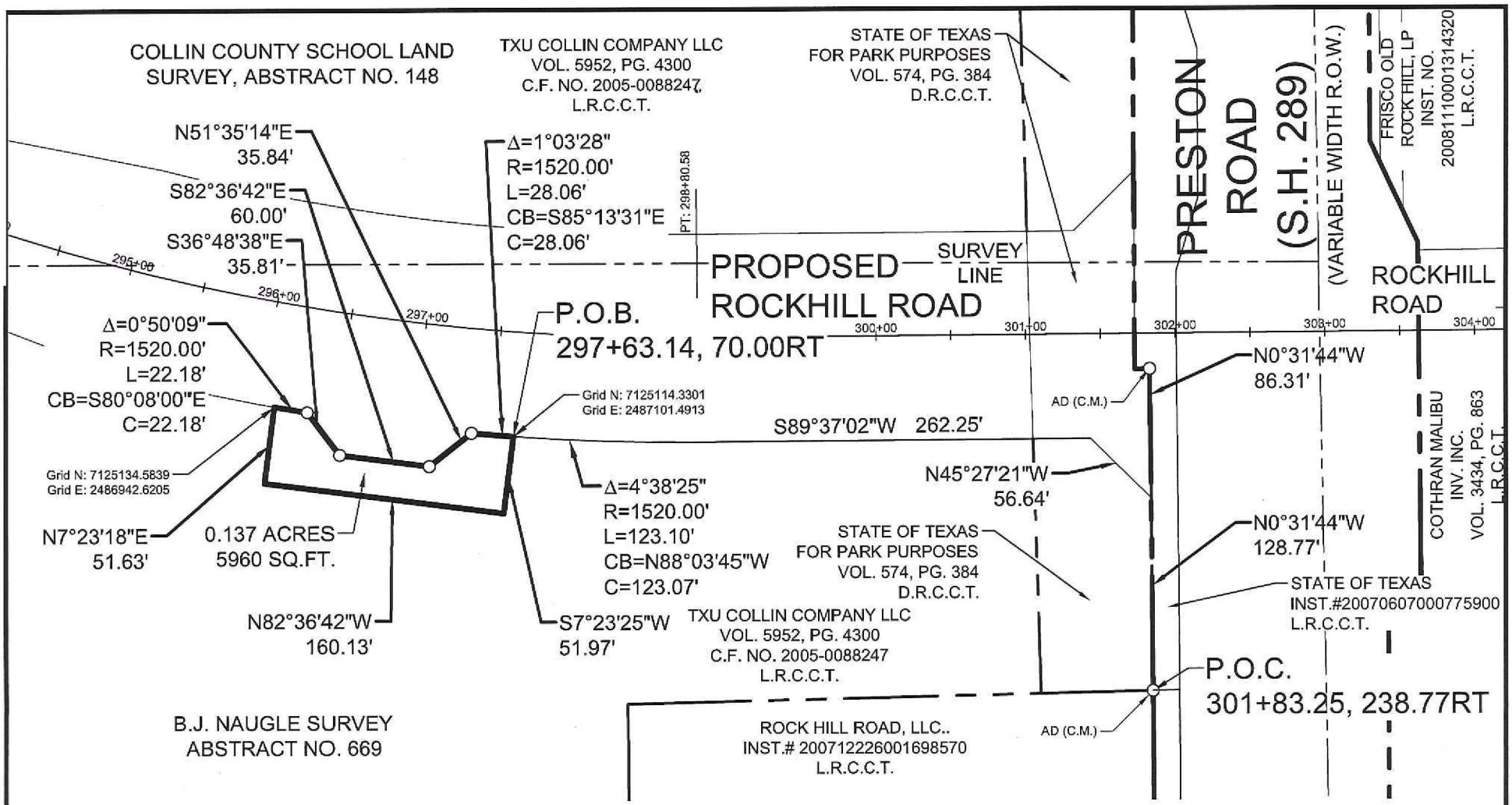
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

DRAINAGE EASEMENT 2-4
B.J. NAUGLE SURVEY ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 2

PLOTTED BY DUNN, STACY 9/5/2012 12:52 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL



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GRAPHIC SCALE IN FEET

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

DRAINAGE EASEMENT 2-4
B.J. NAUGLE SURVEY ABSTRACT NO. 669
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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Dallas, Texas 75251
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	2 OF 2

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LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances:

North 00°31'44" West, a distance of 215.08 feet to a 3-1/2" aluminum disk found for corner;
South 88°58'50" West, a distance of 9.95 feet to a 3-1/2" aluminum disk found for corner;
North 00°22'58" West, a distance of 133.80 feet to a point for corner; said point being the northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed north right-of-way line of Rockhill Road;

THENCE with said proposed north right-of-way line, the following courses and distances:

South 45°00'47" West, a distance of 56.96 feet to a point for corner;
South 89°37'02" West, a distance of 251.62 feet to a point at the beginning of a tangent curve to the right having a central angle of 14°53'01", a radius of 1380.00 feet, a chord bearing and distance of North 82°56'27" West, 357.48 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 358.48 feet to a point at the end of said curve;
North 78°45'36" West, a distance of 105.52 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1390.00 feet, a chord bearing and distance of North 66°24'09" West, 230.21 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 230.47 feet to a point at the end of said curve;
North 54°42'00" West, a distance of 143.56 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°18'37", a radius of 1380.00 feet, a chord bearing and distance of North 52°04'13" West, 175.95 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 176.07 feet to a point at the end of said curve;
North 3°03'31" West, a distance of 56.40 feet to a point for corner;
North 48°13'17" West, a distance of 110.00 feet to a point for corner;
South 86°46'43" West, a distance of 56.57 feet to a point for corner;

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
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Dallas, Texas 75251-1516



DRAINAGE EASEMENT 2-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 5

PLOTTED BY DUNN, STACY 9/5/2012 12:50 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

North 48°13'17" West, a distance of 185.00 feet to a point for corner;
North 52°02'07" West, a distance of 150.33 feet to a point for corner;
North 48°13'17" West, a distance of 247.00 feet to the **POINT OF BEGINNING**;

THENCE continuing with said proposed north right-of-way line, the following courses and distances:

North 48°13'17" West, a distance of 64.73 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner;
North 43°58'16" West, a distance of 32.98 feet to a point for corner;

THENCE departing said proposed north right-of-way line, the following courses and distances:

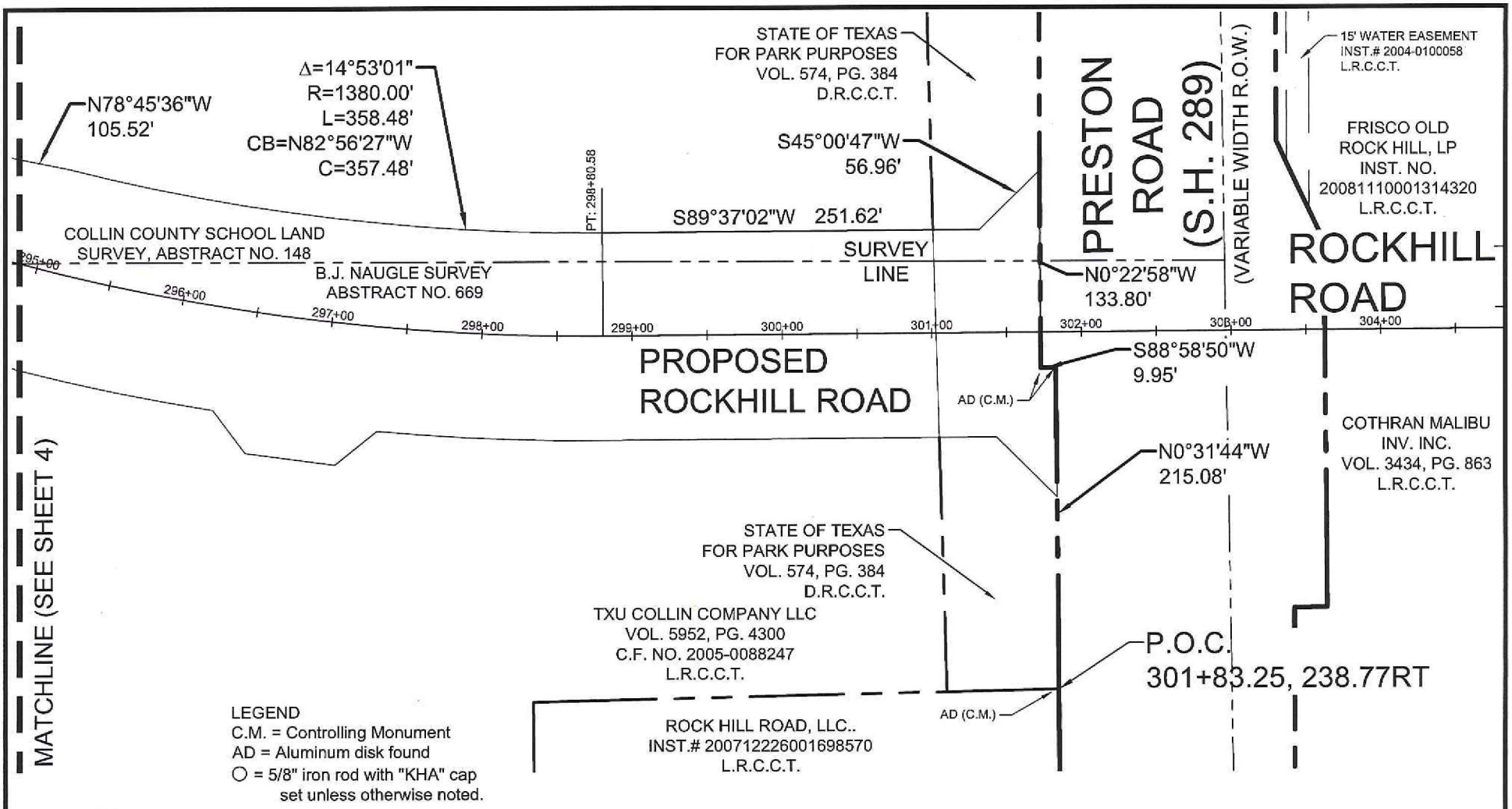
North 46°01'44" East, a distance of 40.00 feet to a point for corner;
South 46°48'24" East, a distance of 94.68 feet to a point for corner;
South 41°46'43" West, a distance of 40.00 feet to the **POINT OF BEGINNING** and containing 3,923 square feet or 0.090 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

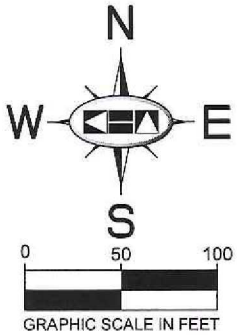
DRAINAGE EASEMENT 2-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	2 OF 5



LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.



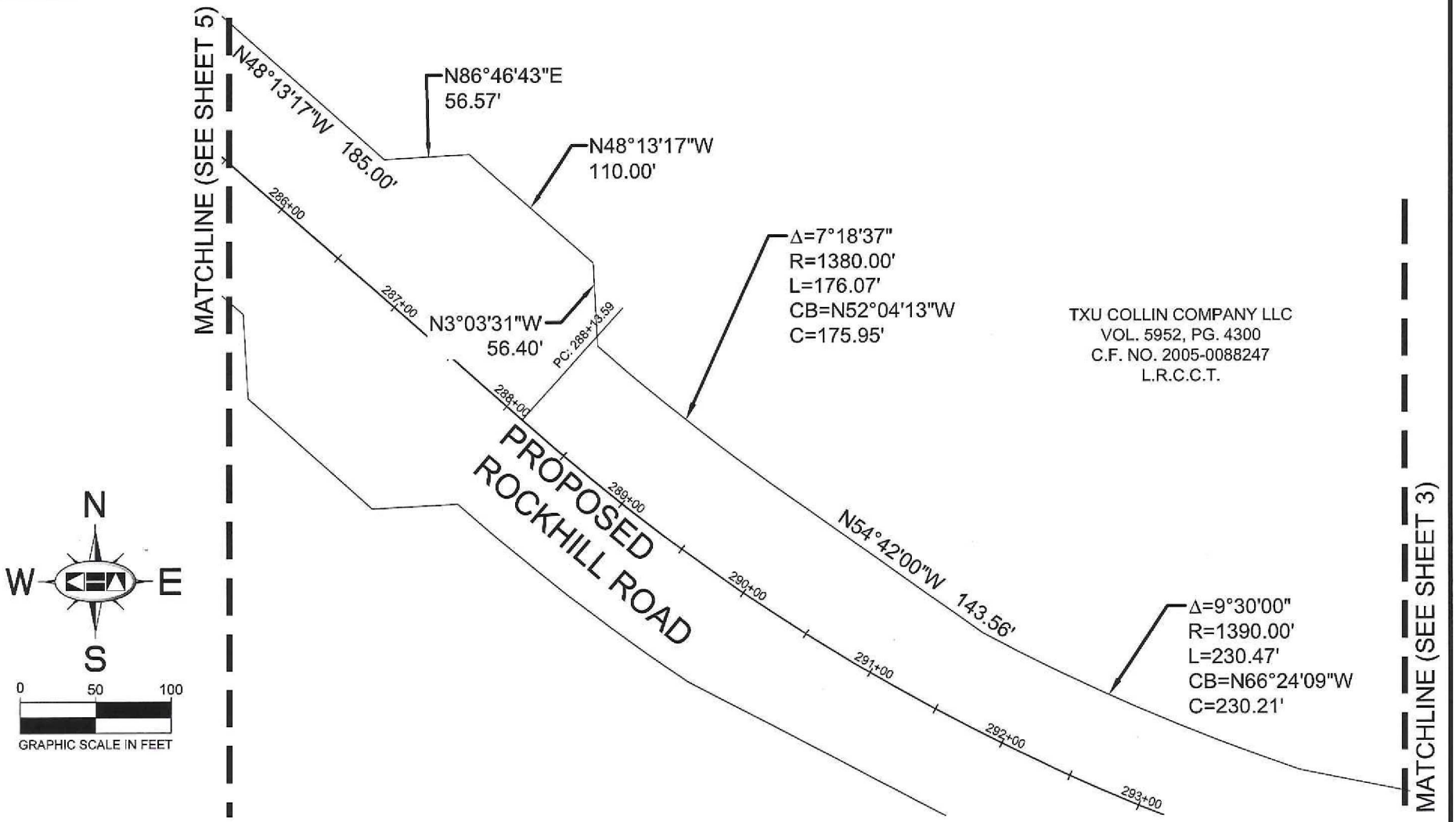
NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

DRAINAGE EASEMENT 2-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 5

PLOTTED BY DUNN, STACY 9/5/2012 12:50 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-3.DWG LAST SAVED 9/5/2012 12:50 PM



NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

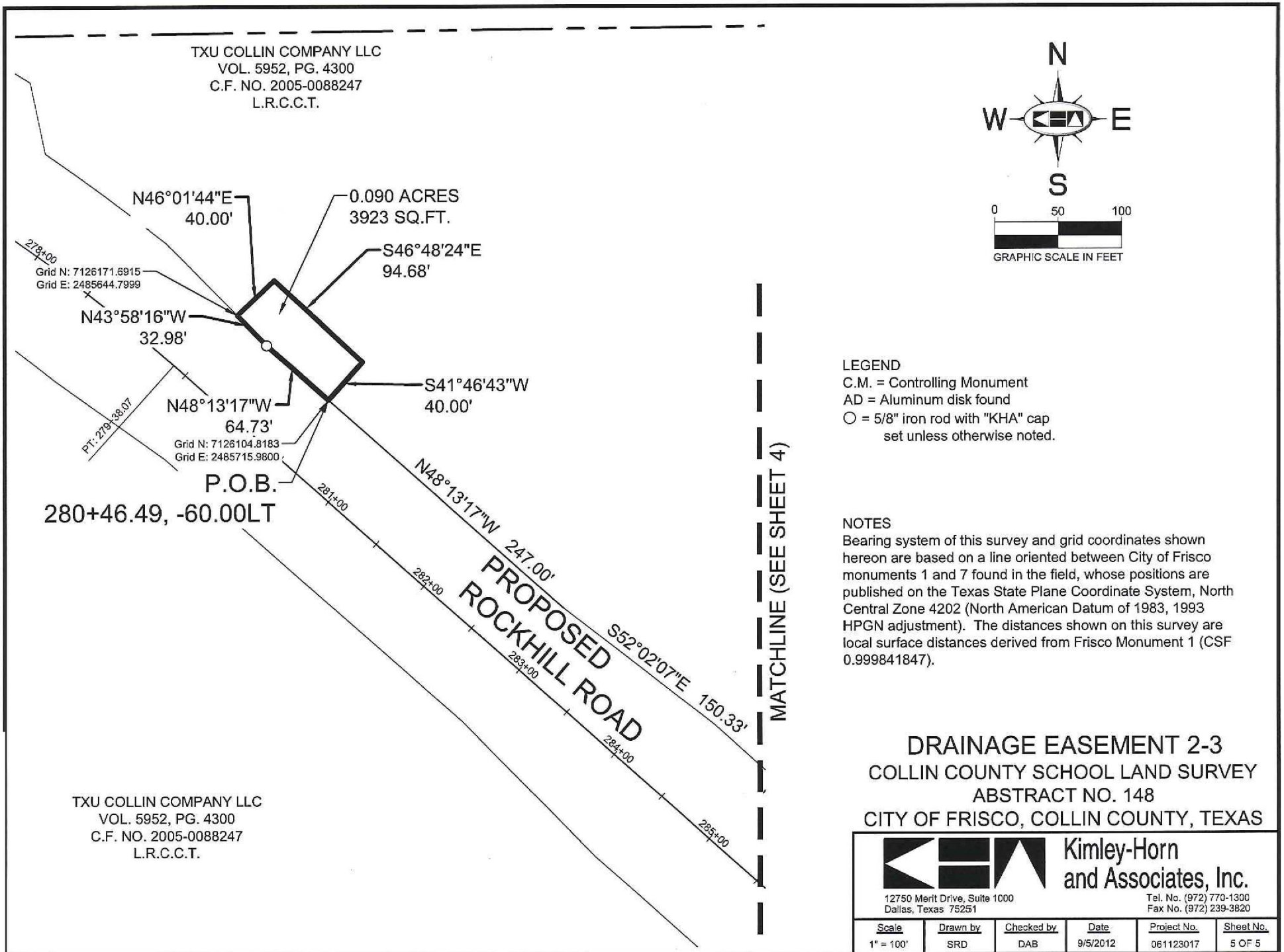
LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

DRAINAGE EASEMENT 2-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	4 OF 5

PLOTTED BY DUNN, STACY 9/5/2012 12:50 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-3.DWG LAST SAVED 9/5/2012 12:50 PM



LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

DRAINAGE EASEMENT 2-3
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	5 OF 5

PLOTTED BY DUNN, STACY 9/5/2012 12:50 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-3.DWG LAST SAVED 9/5/2012 12:50 PM

AGENDA ITEM #35.
Packet Page -656-

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances:

North 00°31'44" West, a distance of 215.08 feet to a 3-1/2" aluminum disk found for corner;
South 88°58'50" West, a distance of 9.95 feet to a 3-1/2" aluminum disk found for corner;
North 00°22'58" West, a distance of 133.80 feet to a point for corner; said point being the northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed north right-of-way line of Rockhill Road;

THENCE with said proposed north right-of-way line, the following courses and distances:

South 45°00'47" West, a distance of 56.96 feet to a point for corner;
South 89°37'02" West, a distance of 251.62 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 14°53'01", a radius of 1380.00 feet, a chord bearing and distance of North 82°56'27" West, 357.48 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 358.48 feet to a point for corner;
North 78°45'36" West, a distance of 105.52 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 9°30'00", a radius of 1390.00 feet, a chord bearing and distance of North 66°24'09" West, 230.21 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 230.47 feet to a point for corner at the end of said curve;
North 54°42'00" West, a distance of 30.52 feet to the **POINT OF BEGINNING**;

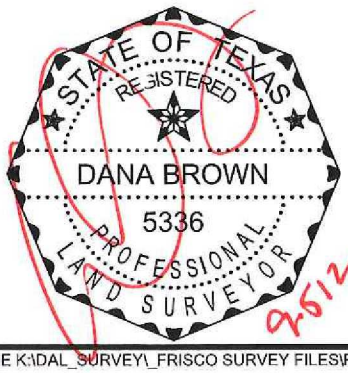
THENCE continuing with said proposed north right-of-way line, the following courses and distances:

North 54°42'00" West, a distance of 113.04 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" at the beginning of a non-tangent curve to the right having a central angle of 0°10'35", a radius of 1380.00 feet, a chord bearing and distance of North 55°38'14" West, 4.25 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 4.25 feet to a point at the end of said curve;

THENCE departing said proposed north right-of-way line, the following courses and distances:

North 31°58'08" East, a distance of 40.12 feet to a point for corner;
South 54°40'08" East, a distance of 117.29 feet to a point for corner;
South 31°58'08" West, a distance of 39.99 feet to the **POINT OF BEGINNING** and containing and containing 4,686 square feet or 0.108 acres of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).



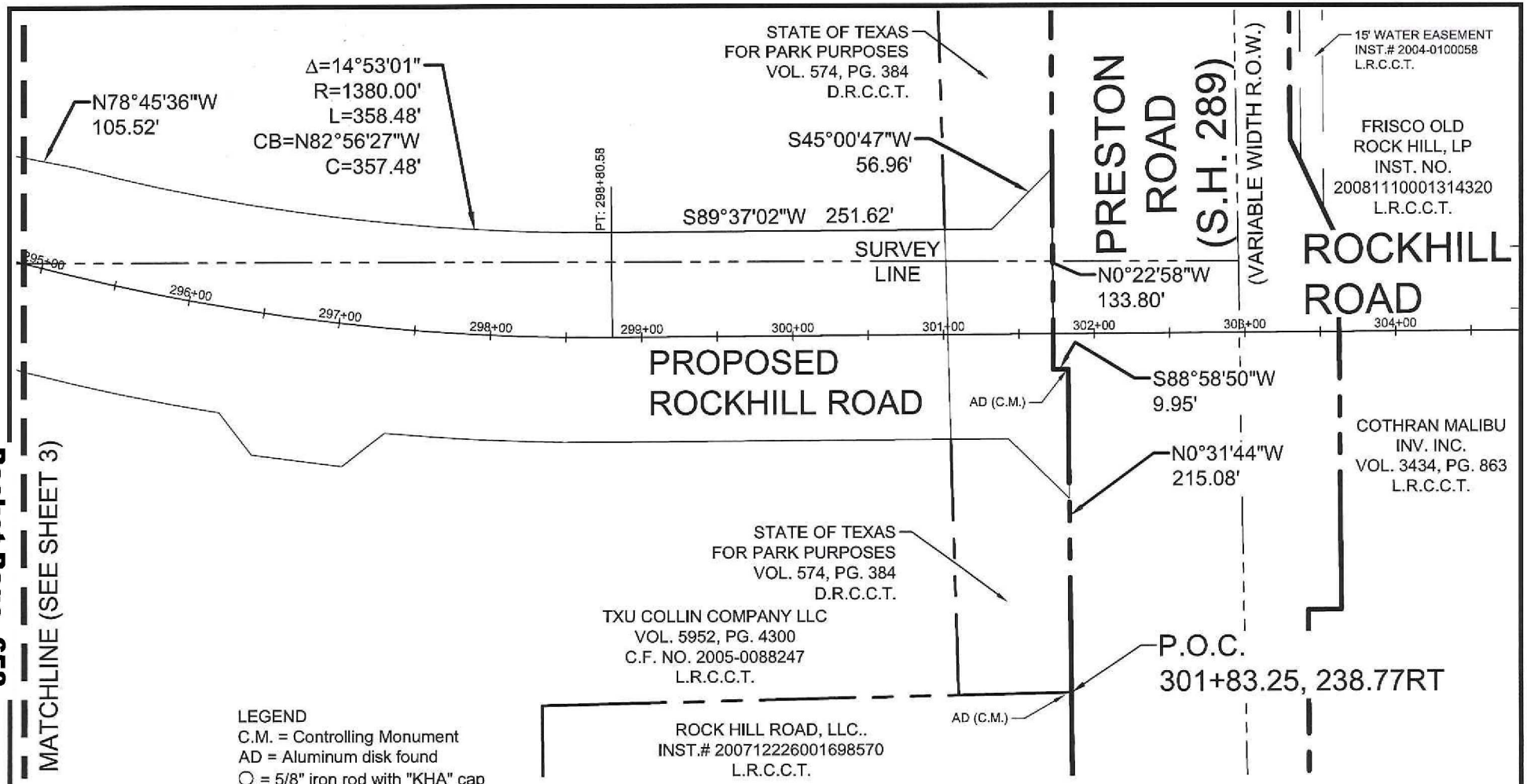
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

DRAINAGE EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

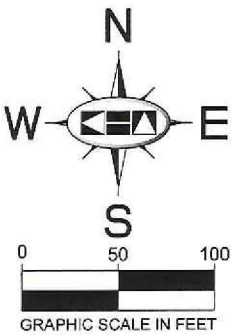
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 3

PLOTTED BY DUNN, STACY 9/5/2012 12:38 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL



LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.



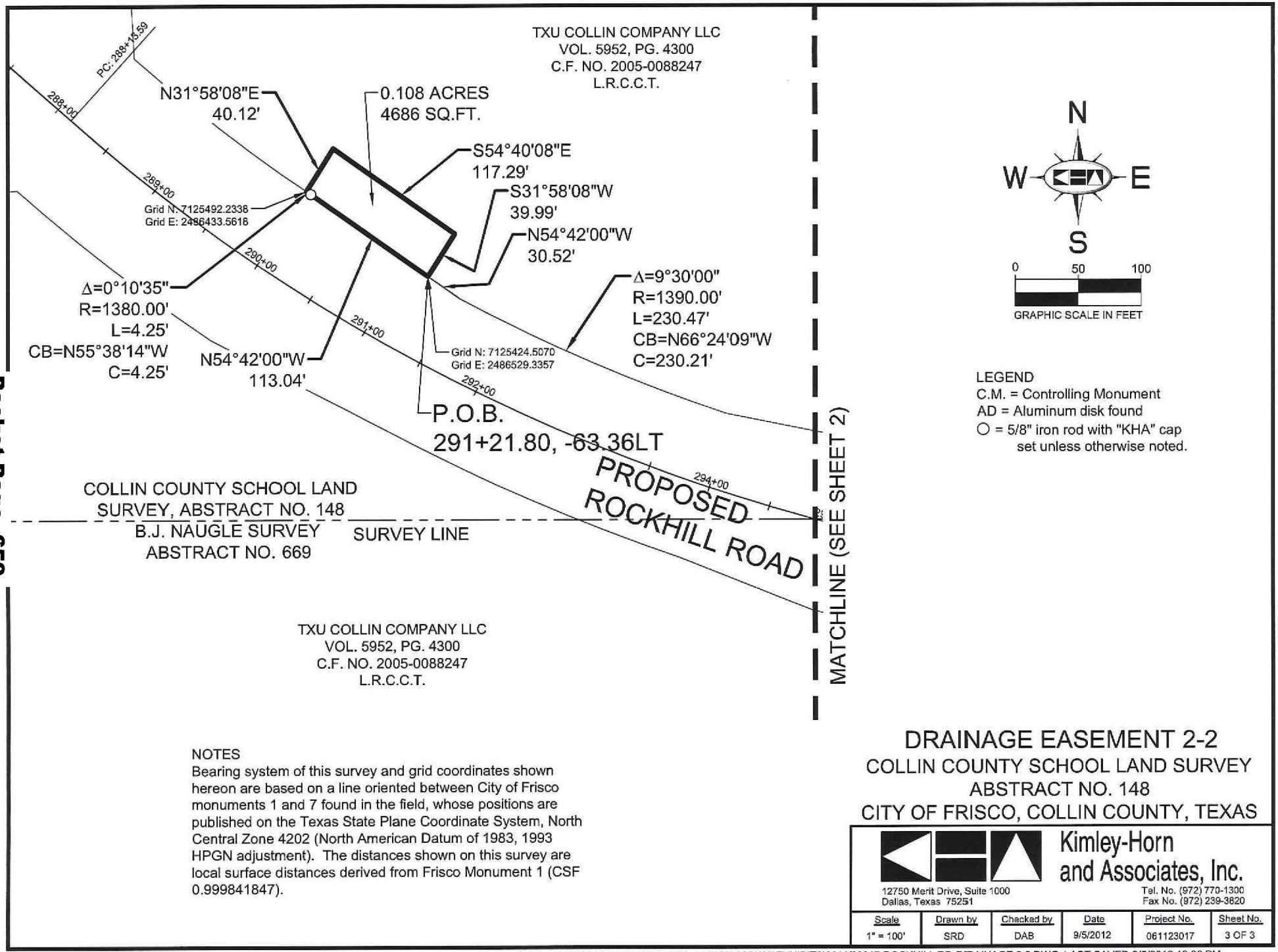
NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

DRAINAGE EASEMENT 2-2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	2 OF 3

PLOTTED BY DUNN, STACY 9/5/2012 12:38 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\0611223017-ROCKHILL RD-DRAINAGE 2-2.DWG LAST SAVED 9/5/2012 12:38 PM



NOTES

Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

DRAINAGE EASEMENT 2-2

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 3

PLOTTED BY DUNN, STACY 9/5/2012 12:38 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-2.DWG LAST SAVED 9/5/2012 12:38 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3-1/2" aluminum disk found on the west right-of-way line of Preston Road (State Highway No. 289, a variable width right-of-way); said point being the southwest corner of a tract of land described in Special Warranty Deed to the State of Texas recorded in Instrument No. 20070607000775900, Land Records of Collin County, Texas and the southeast corner of a tract of land described in Warranty Deed to the State of Texas recorded in Volume 574, Page 384, Deed Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances:

North 00°31'44" West, a distance of 215.08 feet to a 3-1/2" aluminum disk found for corner;
South 88°58'50" West, a distance of 9.95 feet to a 3-1/2" aluminum disk found for corner;
North 00°22'58" West, a distance of 133.80 feet to a point for corner; said point being the northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line and the proposed north right-of-way line of Rockhill Road;

THENCE with said proposed north right-of-way line, the following courses and distances:

South 45°00'47" West, a distance of 56.96 feet to a point for corner;
South 89°37'02" West, a distance of 251.62 feet to the beginning of a non-tangent curve to the right having a central angle of 5°29'53", a radius of 1380.00 feet, a chord bearing and distance of North 87°38'02" West, 132.37 feet;

THENCE in a northwesterly direction, with said curve to the right, an arc distance of 132.42 feet to the **POINT OF BEGINNING**; said point being the beginning of a tangent curve to the right having a central angle of 9°23'09", a radius of 1380.00 feet, a chord bearing and distance of North 80°11'31" West, 225.81 feet;

THENCE in a northwesterly direction, continuing with said proposed north right-of-way line and with said curve to the right, an arc distance of 226.06 feet to a 5/8" iron rod set with a plastic cap stamped "KHA"at the end of said curve;

THENCE departing said proposed north right-of-way line, the following courses and distances:

North 78°45'36" West, a distance of 105.52 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" for corner at the beginning of a non-tangent curve to the right having a central angle of 0°42'51", a radius of 1390.00 feet, a chord bearing and distance of North 70°47'43" West, 17.32 feet;
In a northwesterly direction with said curve to the right, an arc distance of 17.32 feet to a point for corner;

THENCE departing said proposed north right-of-way line, the following courses and distances:

North 38°03'22" East, a distance of 160.07 feet to a point for corner;
South 51°56'38" East, a distance of 309.48 feet to the **POINT OF BEGINNING** and containing 0.602 acres or 26,211 square feet of land.

Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).



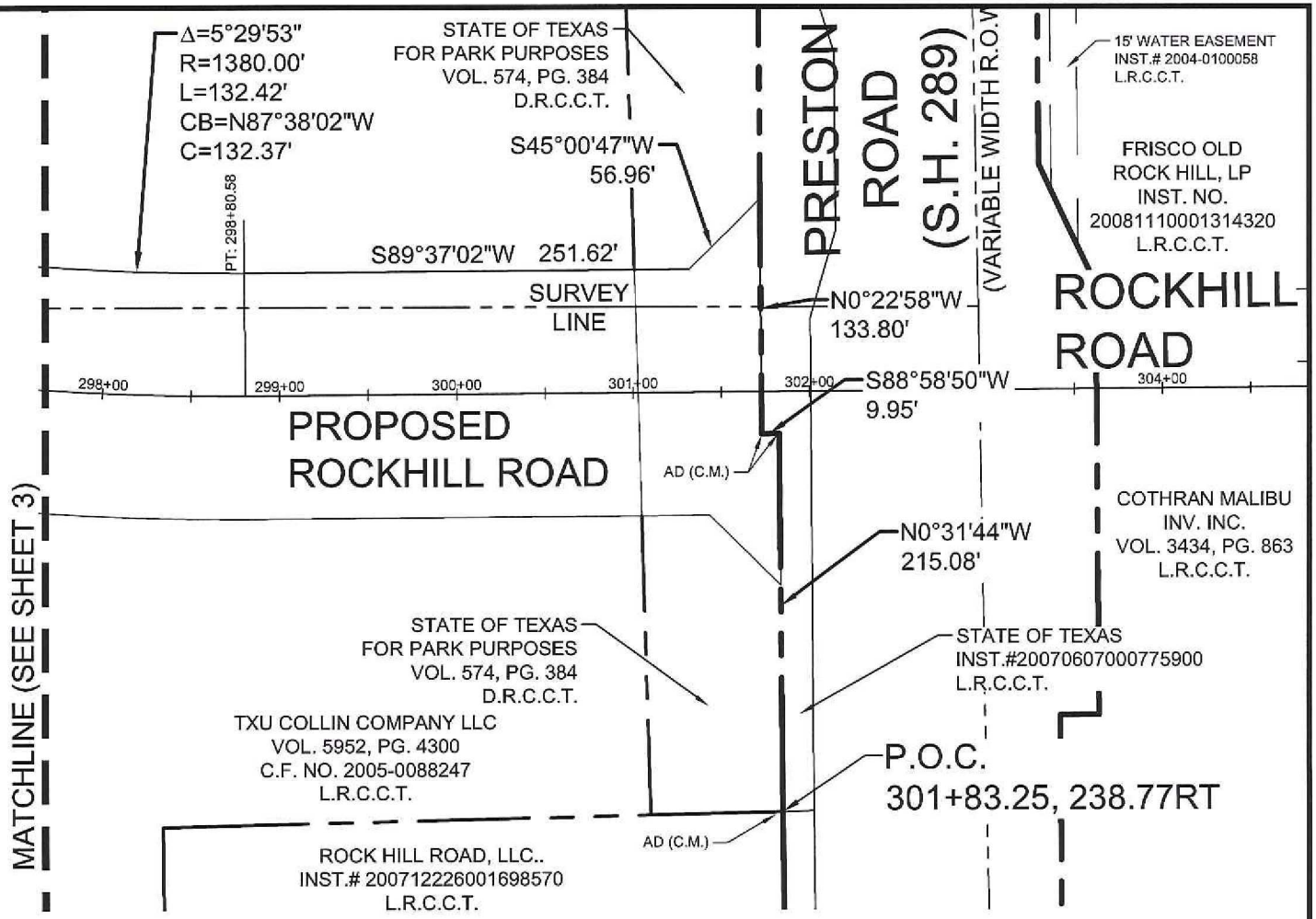
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

DRAINAGE EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

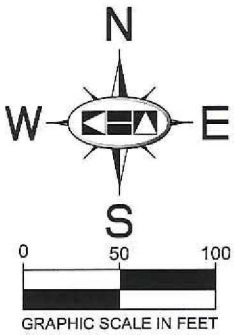
Kimley-Horn and Associates, Inc.
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Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 3

PLOTTED BY DUNN, STACY 9/5/2012 12:37 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL



LEGEND
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AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.



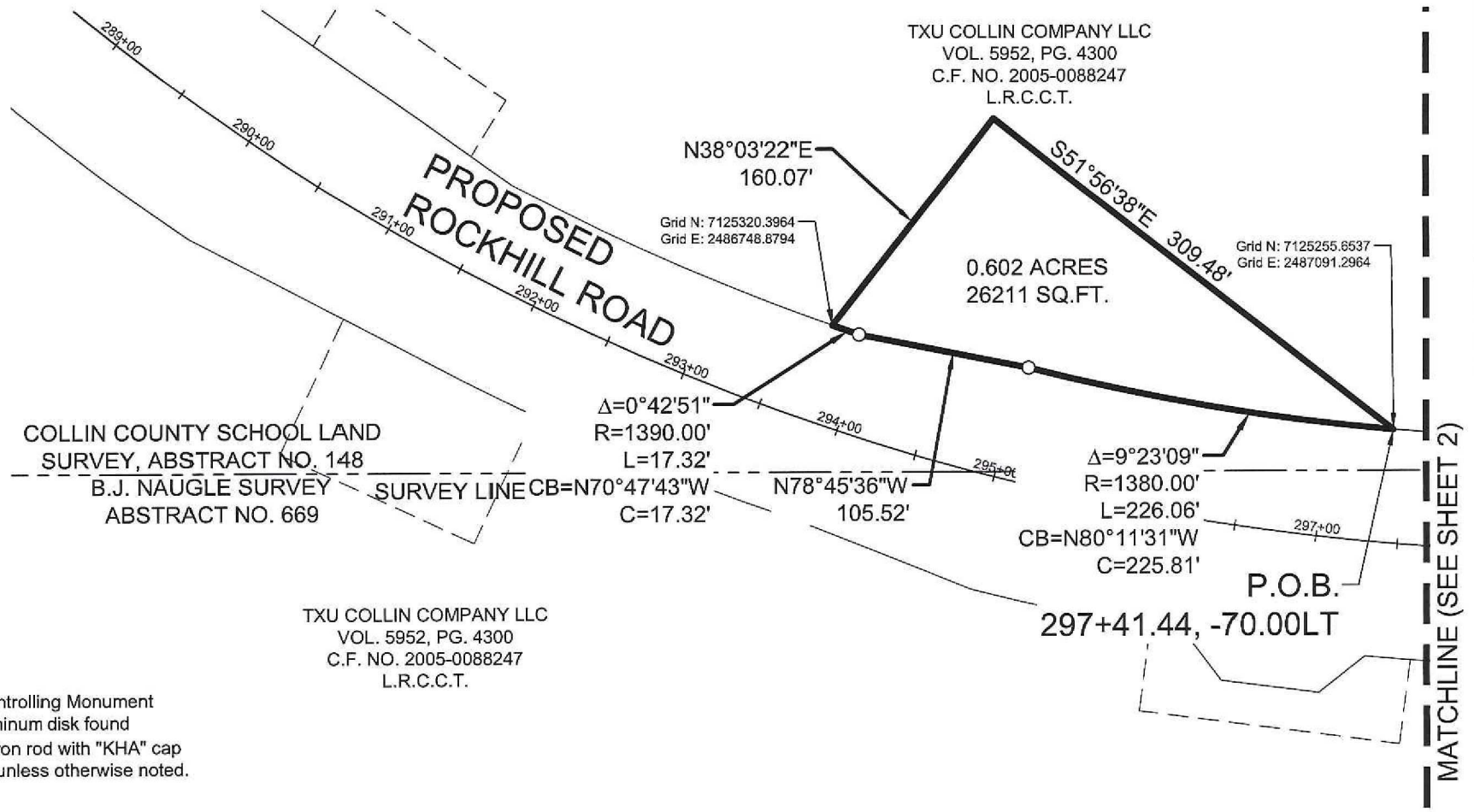
NOTES
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DRAINAGE EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

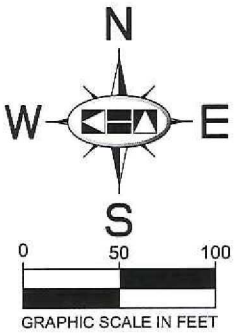
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Tel. No. (972) 770-1300
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	2 OF 3

PLOTTED BY DUNN, STACY 9/5/2012 12:37 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE 2-1.DWG LAST SAVED 9/5/2012 12:37 PM



LEGEND
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AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.



NOTES
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DRAINAGE EASEMENT 2-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
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Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 3

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1" iron rod found in the east line of a tract of land described in deed to St. Louis San Francisco and Texas Railway Company recorded in Volume 128, Page 319, Deed Records of Collin County, Texas and know as the east right-of-way line of the St. Louis and Santa Fe Railroad (a 100-foot wide right-of-way); said point being the northwest corner of said TXU Collin Company, LLC, tract and the southwest corner of a tract of land described in Special Warranty Deed to Frisco Enterprises Limited Partnership recorded in Clerk's File No. 92-0007195, Land Records of Collin County, Texas;

THENCE departing said east right-of-way line with the south line of said Frisco Enterprises Limited Partnership tract, North 89°22'41" East, a distance of 721.24 feet to the **POINT OF BEGINNING**;

THENCE continuing with said south line, North 89°22'41" East, a distance of 107.74 feet to a point for corner;

THENCE departing said south line, the following courses and distances:

South 11°21'33" West, a distance of 22.37 feet to a point for corner;
North 78°38'27" West, a distance of 105.40 feet to the **POINT OF BEGINNING** and containing 0.027 acres or 1,179 square feet of land.

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

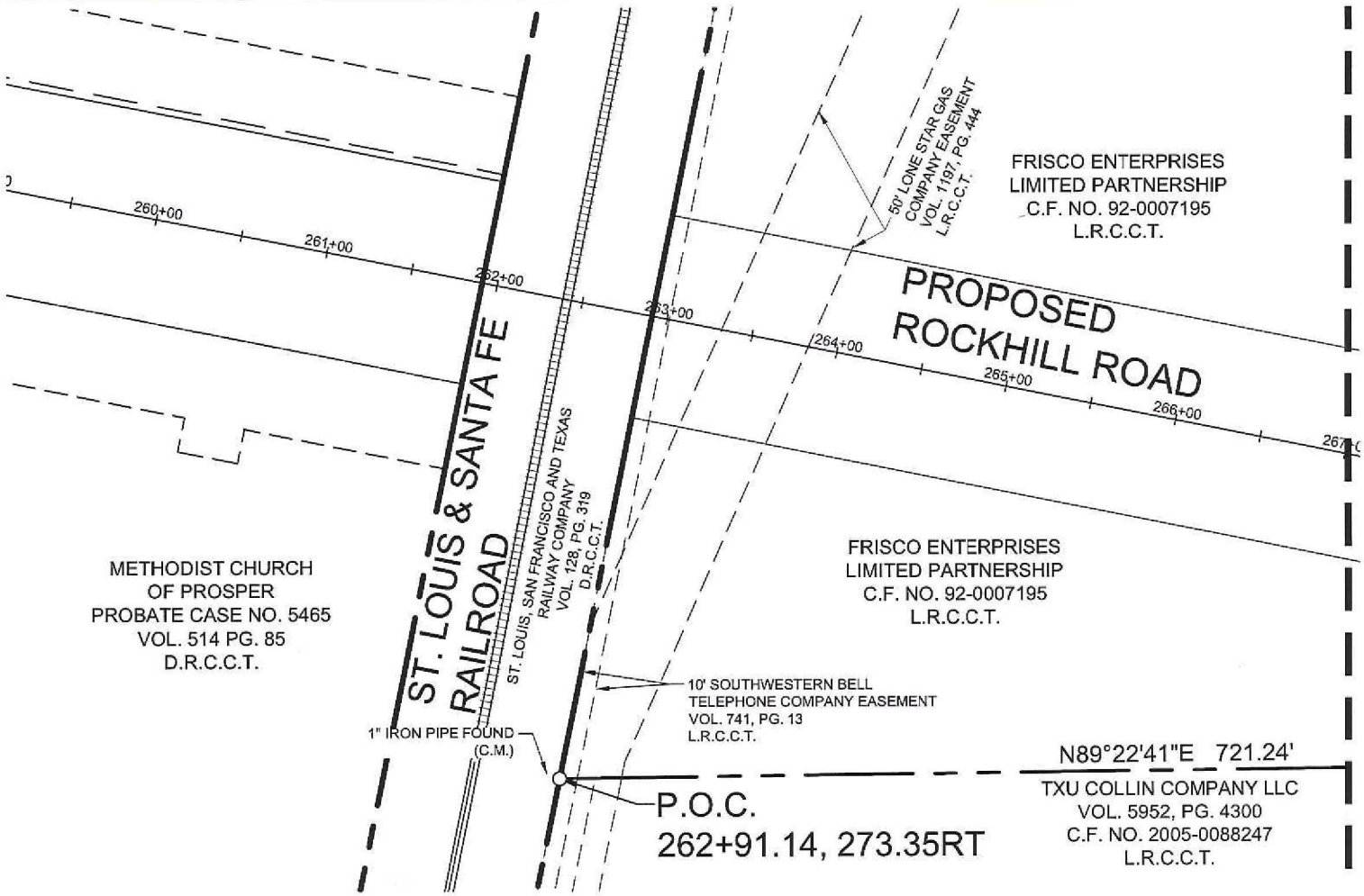


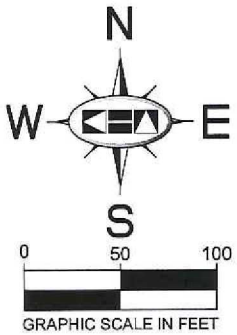
DRAINAGE AND UTILITY EASEMENT 2
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	9/5/2012	061123017	1 OF 3

PLOTTED BY DUNN, STACY 9/5/2012 12:05 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL





NOTES

Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

LEGEND

C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

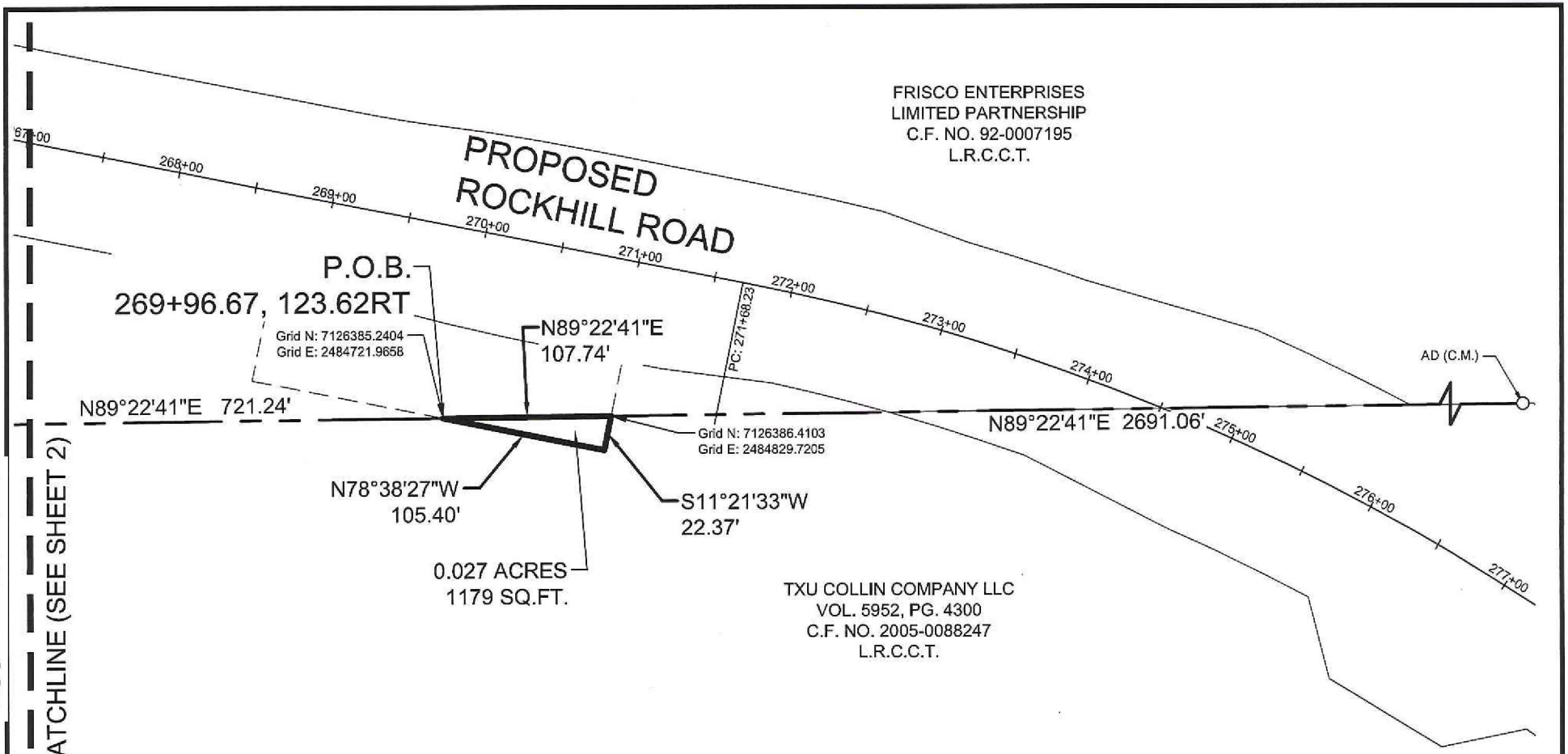
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	2 OF 3

PLOTTED BY DUNN, STACY 9/5/2012 12:05 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE AND UTILITY 2.DWG LAST SAVED 9/5/2012 12:05



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GRAPHIC SCALE IN FEET

NOTES

Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

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DRAINAGE AND UTILITY EASEMENT 2

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/5/2012	061123017	3 OF 3

PLOTTED BY DUNN, STACY 9/5/2012 12:05 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\0611123017-ROCKHILL RD-DRAINAGE AND UTILITY 2.DWG LAST SAVED 9/5/2012 12:05

AGENDA ITEM #36.

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 Purefoy, City Manger**

From: **Wendy Withers, Assistant City Secretary**

Date: **01/09/13**

Agenda Caption: Consider and act on appointing an individual to serve as the Frisco Representative on the Denton County Transportation Authority (DCTA) Board.

Action Requested: Consider and act on appointing an individual to serve as the Frisco Representative on the Denton County Transportation Board.

Background Information: There is one (1) vacancy on this board. Appointments are for a two year term (November 2012-November 2014). As of January 9, 2013 Carter Wilson and Brian Lillard have applied for this position. The applications for these two individuals will be provided to you prior to the meeting next Tuesday.

Alternatives: Council could choose not to make an appointment at this time.

Supporting Documents: Article III of the DCTA Bylaws

Staff Recommendation: None

ARTICLE III.
BOARD OF DIRECTORS

Section 1. General Powers. The responsibility for the management operation and control of the Authority and its properties is vested in the Board of Directors. [Section 460.401].

Section 2. Number and Composition. The Board of Directors is composed of:

(a) One member appointed by the governing body of each municipality with a population of 17,000 or more that is located in the county;

(b) Three members appointed by the Commissioner's Court of Denton County, two of whom must reside in the unincorporated area of the county; and

(c) Three members to be designated by the remaining municipalities with a population of more than 500 but less than 17,000 located in the Denton County. These three members will be selected according to provisions of the Code. [Section 460.054(c)].

(d) Member appointed by the governing body of a municipality that was entitled to appoint a member under Section 460.054 (b)(1) of the Code before the effective date of an increase in the population threshold. (Section 460.2015) The Board of Directors may increase the population threshold amounts stated in Section 460.054(b)(1) in increments up to 5,000 each year. A municipality that appointed a member to the Board of Directors according to the provisions of Section 460.054(b)(1) of the Code prior to any increase in population threshold is grandfathered and may continue to appoint a member to the Board of Directors.

(e) A City with a population of 17,000 or more located in Denton County, may appoint a member to the Board of Directors and may also provide for the appointment of one alternate to serve in the absence of the appointed member. An Alternate Member may attend Board and committee meetings but shall not vote on any matter before the Board or committee or participate in any discussion in matters before the Board or a committee except when serving in place of the regular Board of Directors member [Section 460.054(b)(1)]. A city entitled to appoint an Alternate Member shall notify the Authority in writing of the appointment, reappointment, resignation or removal of an Alternate Member.

Section 3. Eligibility.

(a) To be eligible for appointment to the Board of Directors, a person must have professional experience in the field of transportation, business, government, engineering or law and reside within the territory of the Authority. [Section 460.202].