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

5:00 PM

TUESDAY, FEBRUARY 05, 2013

AGENDA

CALL TO ORDER

1. ROLL CALL

CLOSED SESSION

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

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

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

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

      i. Bordered by US 380 on the north, the City's border 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

4. Oath of Office for the Police Chief

5. Congenital Heart Defect Awareness Month

6. Northwest Community Park Mountain Bike Trail

7. Rheumatoid Awareness Day

REPORTS

8. David Schuster--Recognition for Volunteer Service to the City

9. Library report on usage and programming activities

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

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

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

CONSENT AGENDA

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

12. Consider and act on approval of the minutes from the January 15, 2013 Regular City Council Meeting. (CSO/JP)

13. Consider and act upon authorization for the City Manager to execute a Texas

Intrastate Fire Mutual Aid System ("TIFMAS") Grant Assistance Program Supplemental Terms and Responsibilities Agreement with the Texas A&M Forest Service for a TIFMAS Vehicle Grant, Type 3 Engine (FIRE / PS).

14. Consider and act upon award of bid to Durable Specialties, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Eldorado Parkway at Wal-Mart Driveway Permanent Traffic Signal Project (Bid No. 1312 025) (Engineering/SL).

15. Consider and act upon award of bid to Mario Sinacola & Sons Excavating, Inc. and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Rockhill Parkway (CR 26 to SH 289) (Bid No. 1301-024). (Engineering/DC)

16. Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Halff Associates, Inc., to perform professional design services for the Three Cities Hike and Bike Trail project. (Parks/JED)

17. Consider and act upon approval of purchase orders to Caldwell Country Chevrolet for the purchase of eleven (11) Tahoe Police pursuit vehicles. (Police/TJ)

18. Consider and act upon approval of a purchase order to Metro Fire Apparatus Specialists, Inc. for the purchase of Holmatro hydraulic rescue equipment . (Fire/TJ)

19. Consider and act upon approval of a purchase order to Cima Solutions Group for the purchase of Veeam backup and replication software through DIR contract DIR-SDD-1611. (IT/TJ)

20. Consider and act upon approval of a purchase order to Green Equipment Company for the purchase of one (1) Rover X Mainline Camera system. (Public Works/TJ)

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

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.)

22. Consider and act upon an Ordinance to remove the construction speed zone from the FM 423 Speed Limit Ordinance within the City limit of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission (Engineering/SL).

23. Consider and act upon adoption of an Ordinance to rezone 0.5 acre on the southwest corner of Legacy Drive and Punjab Way from Agricultural (AG) to Retail (R). Neighborhood #45. Case No. Z12-0027. (Development Services/RC)

24. Consider and act upon adoption of an Ordinance to amend Planned Development-19, rezoning 703.9± acres generally bound by College Parkway, Coit Road, Lebanon Road, and Hillcrest Road from Planned Development-19-Single Family-8.5/Single Family-7/Townhome/Commercial-1 to Planned Development-19-Single Family-8.5/Single Family-7/Townhome/Office-1/Commercial-1. Neighborhood #25. Zoning Case No. Z12-0014. (Development Services/MW)

REGULAR AGENDA

25. Public Hearing: Zoning Case ZA12-0001. A request to amend the Zoning Ordinance regarding Home Occupations and consider and act to direct staff to prepare an Ordinance of the same. (Development Services/JW)

26. Public Hearing: Specific Use Permit Case SUP12-0023. A request for a Specific Use Permit for a Church on two lots on 0.4± acres on the northeast corner of Sunnyvale Circle and Preston North Drive and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-24-Manufactured Home. Neighborhood #23. (Development Services/MW)

27. Public Hearing: Specific Use Permit Case SUP12-0024. A request to amend a Specific Use Permit for a Church on one lot on 9.6± acres on the east side of Independence Parkway, 1,300± feet north of Eldorado Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Single Family-8.5 with a Specific Use Permit for a Church (S-174). Neighborhood #6. (Development Services/MW)

28. Consider and act upon accepting the resignation of Toby Richesin, Place 2, on the Board of Adjustments. (CSO/JP)

29. Consider and act on appointing two individuals to serve as the Place 2 and Place 8 (Alternate) Representatives on the Board of Adjustments. (CSO/JP)

30. Consider and act on appointing an individual to serve as the Alternate Frisco Representative on the Denton County Transportation Authority (DCTA) Board.

(CSO/WW)

31. Consider and act on accepting the resignation of Thomas Tucker from the Downtown Advisory Board. (CSO/WW)

32. Consider and act on appointing an individual to fill the vacancy on the Downtown Advisory Board, Place 3 – Business Property Owner. (CSO/WW)

33. Discuss and give staff direction regarding the upcoming May 11, 2013 Frisco Elections. Hablar y dar dirección a personal con respecto a las próximas elecciones de Frisco el 11 de mayo de 2013. (CSO/JP)

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

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

ADJOURN

CERTIFICATION

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

By Friday, Feb. 1st, 2013 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

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

Texas Government Code Section:

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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

AGENDA ITEM #9.

December 2012 - Library Report on Usage and Programming Activities

Benchmarked Statistics	December 2012	Year - To - Date FY2013	[1]Benchmark Group
Total In-Library Transactions Per Capita	0.77	0.91	0.94
Total In-Library Transactions Per FTE	2,484	2,991	2,382
Collection Size Per Capita	1.39	1.39	2.00
Square Feet Per Capita	0.39	0.39	0.55
Patron Visits Per Capita	0.24	0.30	0.36
Patron Visits Per FTE	793	983	910
Operating Statistics	**December 2012**	**Year - To - Date FY2013**	
Total In-Library Transactions	99,342	352,434	
Total Circulation	75,195	260,602	
In-House Use	11,201	39,269	
New Cardholders	448	1,596	
Reference Questions	7,231	25,044	
Onsite Computer Users	3,262	12,309	
Program Attendance	1,616	12,254	
Interlibrary Loan	389	1360	
Total E-Branch Transactions	41,186	137,838	
E-Branch Transactions Per Capita	0.32	0.36	
E-Branch Transactions Per FTE	1,030	1,169	
Database Searches	8,709	33,446	
Library Website Sessions	26,525	87,688	
Downloadables Circulation	5,921	16,570	
Downloadables Circ. As % of Total Circ.	7.9%	6.4%	
Online Homework Help	31	134	
Total Cardholders	68,055	68,055	
Patron Visits	31,703	115,836	
Library Assets - Collection	180,243	180,243	
Library Volunteer Hours	255	1,341	

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

Library Report on Programming and Usage Activities - Narrative
December 2012

1) Analysis of Statistical Report

December 2012 completes the first fiscal year quarter since implementation of the membership changes implemented in October that instituted annual membership fees for non-residents except those living in the reciprocal agreement cities of Plano, Allen, McKinney, and The Colony.

December is traditionally the library's lowest volume month of the year, especially for circulation of print materials and program attendance. December 2012 continued that trend along with changes in usage of some library resources related to the new membership levels:

- Downloads of eBooks and eAudiobooks continued to increase as a percent of total circulation as resident cardholders found more of those items available as well;
- Program attendance remains in line with FY2012 levels, the result of library programs still being open to resident and non-residents alike plus the introduction of some successful new programs targeting adult members, such as social media for businesses.
- Cardholders were reduced as planned by over 20% but circulation is down only 12% as Frisco residents and reciprocal city members are able to borrow more of the materials they are seeking;
- Over 360 non-residents have already purchased Frisco Library memberships which exceeds the projected number of memberships sold for the entire fiscal year.

2) Upcoming Events

- The library continues its annual tax assistance program in partnership with AARP through April 13. AARP tax workshop volunteers will assist with completing individual's taxes. Tax help is given on a first come, first served basis. Participants need to bring the following materials:
    - social security cards
    - driver's license
    - last year's tax return
    - dependent care provider information (name, tax ID or social security number)
    - all 1099 forms
    - any unemployment compensation records
    - all other tax related documents

Tax assistance is in the Vivian Start McCallum Room on the fourth floor of the Municipal Center, and is available on Thursdays from 10am to 3pm and Saturdays from 11am to 2pm. Interested citizens can also check the library event calendar at friscolibrary.com/calendar.

AGENDA ITEM #10.

Engineering Services Monthly Report on Roads, Traffic, Water and Sewer Projects: City Council Meeting- February 5, 2013

Engineering Highlights:

- **Construction Inspections** – Construction Inspectors have 138 current projects that are at various stages of construction.

- **Pre-construction Meetings** – Staff held 5 pre-construction meetings for new projects:

    1. Sanitary Sewer Rehab (Hillcrest & Canoe Rd)
    2. Eldorado Village, Bl. A, Lt. 13
    3. Eldorado Village, Bl. A, Lts 1-5
    4. Legacy Crossing Addition
    5. Frisco Center Business Park Bl B, Lt 1R

- **Project Final Acceptances** – There were 12 projects accepted.

    1. Crown Ridge, Phase 3
    2. Sheridan
    3. Billy Gene Phillips Elem, Bl A, Lt 1
    4. Teel Parkway Detention Facility
    5. Vista Park at Phillips Creek Ranch
    6. Centre at Preston Ridge, Ph 2, Bl A, Lt 7
    7. Frisco Lakes by Del Webb, Phase 8
    8. Villages of Stonelake Estates, Phase 2A
    9. The Shores at Waterstone, Phase 2
    10. Richwoods, Phase 11A
    11. Richwoods, Phase 10
    12. Crosspoint Park Addn, Lt 2R-1 GAUMC

- **Project Reviews** – Staff has completed 44 engineering reviews.

- **American with Disabilities Transition Plan**

  The goals and objectives of the ADA Transition Plan are to improve accessibility for all citizens, encourage participation from the public and disabled community, educate City staff and the public on the requirements of the ADA, develop a comprehensive list of barriers, provide a detailed outline of methods to remove barriers, provide realistic schedule with cost for removal of barriers, and to

identify funding sources and opportunities to implement a barrier removal program. This project is anticipated to be complete by early 2013.

Field audits of city facilities have been conducted. The audits focused on a limited number of locations of each type of city facility including buildings, signalized intersections, sidewalks, and parks. Future audits will be directed toward remaining unaudited facility locations. The next phase of the project will be to identify any deficiencies and develop a project list and cost estimate to bring these facilities into compliance.

Development of ADA Transition Plan

A draft Transition Plan has been received and is currently under review by staff.

Roadway Construction Projects

Eldorado Parkway (CIP05-0006) Preston Road to Custer Road
Project Manager: Toyin Fawehinmi
Project Description: *Widen the existing four-lane divided concrete roadway to a six-lane divided roadway from Preston Road to Hillcrest Road and from Fragrant Dr to Custer Road and widen the existing two-lane concrete roadway to a six-lane divided concrete roadway from Hillcrest Road to Fragrant Drive. Also, approximately 700 linear feet of Coit Road north of Eldorado Parkway intersection is included. Project includes paving, drainage, sidewalks, street lights, signals, landscaping and irrigation.*
Project Update: *Construction contract was awarded by City Council to Tiseo Paving. Preconstruction meeting was held on December 5, 2012 and work will commence as franchise utilities are clear.*
Construction End: 11/1/2013 ***Estimated Construction Cost: $5,950,483***

Stonebrook Pkwy (CIP05-0015) Dallas Parkway to SH 289 [Preston Road]
Project Manager: Art Hartle
Project Description: *Install 36 inch waterline along Dallas Pkwy from south of Lebanon to Stonebrook then along Stonebrook from Dallas Pkwy to Preston; reconstruct westbound Stonebrook pavement to widen roadway to 6 lanes.*
Project Update: *The 36-inch waterline has been constructed to OakBrook Drive.*
Construction End: 11/23/2014 ***Estimated Construction Cost: $10,228,000***

Stonebrook Parkway (CIP10-0024) Fighting Eagles to Longhorn Trail
Project Manager: David L Chacon
Project Description: *Construct a new six-lane divided concrete roadway including a bridge under the BNSF Railroad. Project includes paving, drainage, water, wastewater, sidewalk, lighting, landscaping and irrigation.*
Project Update: *Construction has begun and is 10% complete.*
Construction End: 11/3/2014 ***Estimated Construction Cost: $12,578,220***

Phillips Creek Ranch Hike & Bike Trail (CIP11-0009)
Project Manager: Jason Brodigan
Project Description: *Through TxDOT grant, install median landscaping and hike and bike trails along Stonebrook Parkway, Lone Star Parkway, and Lebanon Road. Project also includes road to amenity center and walkway around retention pond.*
Project Update: *Trails have been completed. Contractor is installing landscaping and irrigation.*
Construction End: 3/1/2013 ***Estimated Construction Cost: $4,300,000***

Misc Pavement Rehab Ph.2 (CIP11-0018) Various area of Teel, Parkwood from Hickory to Eagan
Project Manager: Art Hartle
Project Description: *Repair four separate areas of pavement in Teel Parkway. Replace 1,050 feet of the southbound lane of Parkwood Boulevard south of Hickory Street.*

Project Update: *Contractor has completed paving of Teel Parkway. Working on drainage and sidewalks.*
Construction End: 3/20/2013 ***Estimated Construction Cost: $740,343***

Roadway Design Projects

Preston Road Intersection Improvements (CIP11-0006) SH 121 to Main St
Project Manager: Jason Brodigan
Project Description: *Construct additional turn lanes at intersections (Warren, Lebanon, Wade, Rolater, Main) on Preston Rd between SH 121 and Main St.*
Project Update: *Data collection and Preliminary design is underway.*
Construction Begin: 1/6/2014 ***Estimated Construction Cost: $2,974,505***

Memorial Drive (CIP11-0016) Navaho Lane to Spring Creek Pkwy
Project Manager: Jason Brodigan
Project Description: *Construct a new four-lane divided concrete roadway including a bridge under the BNSF Railroad and the intersection with Town & Country. Project includes paving, drainage, retaining wall, sidewalk, lighting, landscaping and irrigation.*
Project Update: *Design is complete. Construction, by The Colony, is expected to begin in Early 2013 with Railroad bridge work. A separate roadway project will begin in Summer 2013.*
Construction Begin: 6/3/2013 ***Estimated Construction Cost: $0***

Cotton Gin Road (CIP11-0017) Diamond Point to 1400 feet south
Project Manager: Tin Nguyen
Project Description: *Build approximately 1400 feet of two southbound lanes of Cotton Gin Road from north of Guinn Gate to Diamond Point.*
Project Update: *Design is complete. Bids are currently scheduled to be opened on January 31, 2013.*
Construction Begin: 3/4/2013 ***Estimated Construction Cost: $1,118,080***

Coit Rd (CIP11-0024) Country Ridge to Panther Creek
Project Manager: Jason Brodigan
Project Description: *Construct two lanes (west side) of Coit Road, including the median, from Buckeye Drive north, approximately 2700 linear feet, to Panther Creek Parkway. Project includes paving and drainage.*
Project Update: *Design is 90% complete. Construction will begin upon relocation of a major natural gas metering station by Atmos Gas.*
Construction Begin: 6/3/2013 ***Estimated Construction Cost: $880,500***

Panther Creek Pkwy (CIP11-0026) Honey Grove to Coit
Project Manager: Jason Brodigan
Project Description: *Construct two lanes (south side) of Panther Creek Parkway from Honey Grove Drive east, approximately 2700 linear feet, to Coit Road and including the Panther Creek Parkway/Coit Road intersection. Project includes paving and drainage. Project will be constructed with Coit Road (CIP11-0024).*
Project Update: *Design is 90% complete.*
Construction Begin: 6/3/2013 ***Estimated Construction Cost: $789,000***

Preston Rd (SH 289) Landscape (CIP10-0027) Main St to US 380
Project Manager: Jason Brodigan
Project Description: *Install median irrigation and landscaping. Project to be constructed by TxDOT.*
Project Update: *Design is complete. Staff is working with TxDOT to secure Green Ribbon funding for the project. Project is on hold until an agreement with TxDOT is finalized.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $724,000***

5th Street Reconstruction and SW Imp (CIP10-0023) Hickory to Main Street
Project Manager: Art Hartle
Project Description: *Reconstruction of 5th Street from Main Street to Hickory and addition of a Hike and Bike Trail connection from Stonebrook to Main Street*
Project Update: *Project should be ready for advertising for bids in March.*
Construction Begin: 4/25/2013 ***Estimated Construction Cost: $1,800,000***

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

Project Manager: David L Chacon

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

Project Update: *Bids were opened on January 22, 2013. City Council award of the construction contract is anticipated at the February 5 City Council meeting.*

Construction Begin: 3/4/2013 ***Estimated Construction Cost: $9,520,000***

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

Project Manager: Jason Brodigan

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

Project Update: *Construction contract was awarded to LH Lacy at the January 15 City Council meeting. Utility relocations are expected to begin in February and be completed for construction to begin in March.*

Construction Begin: 3/9/2013 ***Estimated Construction Cost: $5,672,895***

Rockhill Parkway (CIP10-0015) Dallas Parkway to Preston

Project Manager: David L Chacon

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

Project Update: *Bids were opened on January 22, 2013. City Council award of the construction contract is anticipated at the February 5 City Council meeting.*

Construction Begin: 3/4/2013 ***Estimated Construction Cost: $17,200,000***

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

Project Manager: Jason Brodigan

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

Project Update: *The preliminary design has been approved by TxDOT and the FHWA. TxDOT has begun surveying and collecting data to prepare the final design plans.*

Construction Begin: 1/6/2015 ***Estimated Construction Cost: $78,000,000***

Custer Road [FM 2478] (CIP10-0018) SH 121 to Stonebridge

Project Manager: Jason Brodigan

Project Description: *Widen existing 4 lane divided roadway to 6 lanes. Project includes paving, bridge widening, signal modifications, and illumination.*

Project Update: *Design is approximately 30% complete.*

Construction Begin: 1/6/2014 ***Estimated Construction Cost: $6,607,471***

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

Project Manager: Jason Brodigan

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

Project Update: *Final design plans are expected to be delivered to TxDOT in January. ROW acquisition is complete and franchise utility relocations are underway.*

Construction Begin: 6/3/2013 ***Estimated Construction Cost: $0***

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

Project Manager: Jason Brodigan

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

Project Update: *TxDOT has bid the project. Texas Sterling, the contractor, will begin work when franchise utility relocation is completed. Staff is conducting monthly utility coordination meetings to help facilitate utility relocations.*

Construction Begin: 4/15/2013 ***Estimated Construction Cost: $2,640,000***

Wastewater Construction Projects

Fairways LS Generator (CIP11-0004) within Fairways LS property
Project Manager: Art Hartle
Project Description: *Install emergency generator*
Project Update: *Contractor has installed the emergency generator and set the motor control centers. Wiring is now being installed.*
Construction End: 2/18/2013 ***Estimated Construction Cost: $841,450***

Wastewater Design Projects

West Rowlett Creek WW Main Extension (CIP11-0021) Independence to Coit
Project Manager: David L Chacon
Project Description: *Preliminary engineering alignment for 28" wastewater main from Independence Parkway to Coit Road; alignment study for two additional mains to extend north to Main Street; and decommissioning of three area lift stations.*
Project Update: *Preliminary alignments are being developed.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $0***

Panther Creek Sewer Interceptor Phase 2 (CIP10-0013)
Project Manager: David L Chacon
Project Description: *Install new 24" wastewater line.*
Project Update: *Design is 75% complete. Easement acquisition is in progress.*
Construction Begin: 4/1/2013 ***Estimated Construction Cost: $3,253,434***

Panther Creek Sewer Interceptor Phase 3 (CIP10-0014) Along tributary of Panther Creek to DNT
Project Manager: David L Chacon
Project Description: *2551 LF of 21" and 15" WW Interceptor*
Project Update: *Design is 60% complete. Easement acquisition is in progress.*
Construction Begin: 4/1/2013 ***Estimated Construction Cost: $1,400,000***

North Stewart Creek Interceptor (CIP08-0013) Stewart Creek WWTP to BNSF RR
Project Manager: Art Hartle
Project Description: *Sanitary sewer from SC WWTP northward to BNSF Railroad. (Project #10 on WW CIP Master Plan Map)*
Project Update: *Surveying began in January 2013.*
Construction Begin: 8/1/2013 ***Estimated Construction Cost: $8,500,000***

Panther Creek Reuse Line-Prelim Eng (CIP11-0002) Trails Golf Course to Panther Creek WWTP
Project Manager: Art Hartle
Project Description: *Alignment study of reuse water line from the Panther Creek WWTP to connect to the existing reuse water line on Teel Parkway.*
Project Update: *Engineer has submitted final report for review.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $4,000,000***

Water Construction Projects

Main Street Waterline Relocations (CIP09-0011) Preston Road to Custer Road
Project Manager: David L Chacon
Project Description: *Relocate existing waterline outside of the proposed right of way in preparation for Main Street construction.*
Project Update: *Construction is 80% complete.*
Construction End: 2/19/2013 ***Estimated Construction Cost: $3,635,165***

Dallas Parkway 30" Waterline (CIP06-0026) Along DNT (Panther Creek Pkwy to Rockhill Rd)
Project Manager: David L Chacon
Project Description: *Construct 9,400 linear feet of 30" water main*
Project Update: *Construction is 90% complete.*
Construction End: 3/1/2013 ***Estimated Construction Cost: $2,525,515***

Water Design Projects

Dallas Parkway 20" Waterline (CIP06-0020) DNT (Stonebrook - Main)
Project Manager: David L Chacon
Project Description: *Construction of a 20" water line along Dallas Parkway from Stonebrook to Main*
Project Update: *Design is approximately 50% complete and has resumed to relocate water line in advance of Grand Park grading.*
Construction Begin: 11/1/2013 ***Estimated Construction Cost: $3,351,700***

Legacy EST (CIP10-0019)
Project Manager: Art Hartle
Project Description: *Construct new 1.5 million gallon elevated water tank to replace existing 0.3 million gallon EST*
Project Update: *Engineer is beginning final design of elevated tank. Property acquisition is still ongoing but should be completed by February.*
Construction Begin: 5/1/2013 ***Estimated Construction Cost: $4,400,000***

Transportation Highlights:

- **Development/CIP Plan Reviews** – Staff reviewed 41 sets of development and CIP plans this month. Staff also reviewed one Traffic Impact Study and two TxDOT permit applications.
- **Bicycle-Friendly Community** – A new committee was formed last month to work towards Frisco being named a bicycle-friendly community by championing and prioritizing various development, infrastructure, and outreach policies and improvements. The Transportation Division has a seat on the committee, as do other departments as well as Frisco ISD and the bicycling community.
- **Citizen Inquiries** – Staff has responded to several citizen inquiries that came into the department by telephone, email, and the Q&A Message Board on the City website.
- **Miscellaneous Traffic Studies** – Staff continues to update the crash database (based on police reports) and generates reports and proactively analyzes the data. Staff is currently overseeing two studies that are analyzing the effectiveness and costs of potential options to change the physical configuration of four intersections (Main & Legacy and Ohio Drive at Gaylord, Warren, and Prestmont). This month staff conducted several neighborhood speed studies at the request of citizens.
- **Rectangular Rapid Flashing Beacons** – A new type of crosswalk device has been given interim approval by the Federal Highway Administration which is expected to increase pedestrian safety at mid-block crosswalks. The Rectangular Rapid Flashing Beacon (RRFB) uses a pedestrian push button to activate a set of flashing yellow lights installed on each warning sign to increase the visibility of a pedestrian and increase compliance for vehicles yielding to those pedestrians. Staff is conducting a pilot study of the RRFB to test its feasibility and effectiveness. An RRFB was installed in front of Cobb Middle School at the beginning of the school year and staff is in the process of conducting "after-studies." If found to be effective, we would like to start a program to install RRFBs at other mid-block locations as funding permits (and according to a prioritization of locations based on vehicle and pedestrian volumes).

- **School Zones** – Staff meets monthly with representatives of FISD to discuss any school zone, crossing guard, or sidewalk issues. This month, staff observed traffic operations at two campuses based on resident concerns and coordinated crossing guard/school zone changes based on road construction along Stonebrook Parkway and gas line work along Legacy Drive.
- **Special Events** – As part of the Special Events Review Committee, staff reviews all pending special event applications for any traffic control needs. Staff continually coordinates with the Police, Fire, Communications, and Public Works Departments regarding any special events that affect traffic flow or parking in the City. Staff also coordinates with FC Dallas Stadium and Dr Pepper Arena staff regarding large events at those venues, which sometimes requires coordination with NTTA. This month staff provided traffic management support for the NCAA Championship Football game and the Frisco Square Christmas Light Show.
- **Staff** – We are preparing to hire a street lighting technician in the coming months.
- **Traffic Count Map** – The traffic count map is available on the City's website at http://maps.friscotexas.gov/. It provides daily traffic volume counts (and the date of each count) on multiple segments of every major roadway. Staff conducts an annual traffic count program which updates the volumes collected on each major roadway segment every two or three years.
- **Traffic Control** – Each month, staff designs the installation of new and/or replacement signs and pavement markings as needed. Each month, staff reviews the traffic control plans for new and ongoing construction zones and sends announcements to all City services regarding road closures and traffic switches. This month, staff oversaw the traffic switch at Coit & US 380 and various side street closures along Stonebrook Parkway while continuing to monitor the lane closures on Stonebrook Parkway between Parkwood Boulevard and Preston Road as part of the second phase of the Stonebrook Parkway Improvement Project.
- **Traffic Signal System Communications** – The system provides communications to all of the traffic signals in the City, allowing staff to monitor and control their operation remotely. Wireless communication relays are installed on four water towers and two communication towers, all of which have battery backup units. Staff can also view the traffic detection cameras at most of the traffic signals, as well as 74 pan-tilt-zoom (PTZ) traffic cameras that can be controlled remotely.
- **Traffic Signal Timing** – On an ongoing basis, staff changes the operation of various traffic signals in construction zones. Monthly travel times on the major corridors are also collected to ensure the coordination between traffic signals is optimized. This month, traffic signals around Stonebriar Mall and other commercial shopping centers were monitored and timings were adjusted during the Black Friday shopping day and other busy times.
- **Flashing Yellow Arrow** – The Flashing Yellow Arrow (FYA) left-turn display is a new federally mandated way of controlling the left-turn movement at traffic signals. Instead of a circular green indication, motorists will now be shown a flashing yellow arrow to indicate when they are permitted to turn left (after yielding to oncoming traffic). There are currently 23 intersections with FYA left-turn displays. All new traffic signal installations will have the FYA and approximately four existing intersections per month are planned to be retrofitted. During the month of January four intersection had FYA's installed along Eldorado Parkway at North County Road, Frisco Street, Woodsboro Way and at Eldorado Market Place. It is estimated that all existing traffic signals will be converted to FYA operation by mid 2014. A website has been created to inform citizens about the FYA with a link to the FYA video at www.friscotexas.gov/FYA.
- **Training and Conference Attendance** – Staff attends the monthly local meetings of the Texas District of the Institute of Transportation Engineers (TexITE) and the American Society of Civil Engineers (ASCE). Sean Merrell is an active committee member in the Texas Section of ASCE and is the President of the ASCE Dallas Branch.

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

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

  City crews programmed and set in place our electronic message boards to direct traffic for the NCAA Championship Football Game and the Frisco Square Christmas Light Show.

  Beyond responding to items that need to be constructed or repaired, city crews perform regular preventative maintenance on traffic signal equipment each month. This includes testing of each traffic signal's video detection cameras, "conflict monitor" equipment, and Opticom equipment (which provides emergency vehicle preemption of the traffic signal). City crews also operate and maintain 125 school zone flashers, two pedestrian crossing flashers, two warning sign flashers, and one set of pedestrian-activated flashing beacons (RRFB).

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

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

- **Wayfinding Project** – Staff has been involved in the research, stakeholder input, design options, highway agency coordination, and the determination of locations for a system of artistic wayfinding signs throughout the City. These wayfinding signs will welcome visitors to Frisco and direct them to specific districts, and then to specific destinations within those districts. This month, staff oversaw the installation of these signs throughout the City to ensure the contractor installed them in time for the NCAA championship football game.

Traffic Signal Construction Projects

FM 423 Middle Section Signal Upgrades (CIP07-0051)
Project Manager: Shelley Lang
Project Description: *TxDOT project to replace existing temporary traffic signals with permanent traffic signals on FM 423 at Main, Stonebrook, Del Webb and Lebanon. This project also includes upgrading these signalized intersections to City of Frisco standard materials.*
Project Update: *The traffic signal work is being done as part of TxDOT's roadway widening project. Please see CIP03-0109 for project status.*
Construction End: Not Scheduled ***Estimated Construction Cost: $170,350***

Permanent Traffic Signal (CIP05-0036) Eldorado Pkwy at Dallas Pkwy
Project Manager: Shelley Lang
Project Description: *Project will construct a third lane on the southbound frontage road (between Eldorado and the entrance ramp), which will allow us to provide dual right-turn lanes on eastbound Eldorado at Dallas Parkway. Project will also replace the temporary "span-wire" traffic signal with a permanent traffic signal and*

construct a third lane on the northbound frontage road between the exit ramp and Eldorado to improve traffic flow approaching the intersection.
Project Update: *Highway ITS was awarded this project on January 15, 2013. A pre-construction meeting will be scheduled soon.*

Construction End: Not Scheduled ***Estimated Construction Cost: $668,770***

Traffic Signal - DNT / Cotton Gin (CIP04-0034)

Project Manager: Shelley Lang
Project Description: *Install a traffic signal at Dallas Parkway and Cotton Gin. This project will also include the widening of the westbound approach to provide an extended left turn lane to turn onto southbound Dallas Parkway, two through lanes, and a right turn lane.*
Project Update: *Jim Bowman Construction Company, L.P. was awarded this project on December 18, 2012. A pre-construction meeting will be scheduled in January.*

Construction End: Not Scheduled ***Estimated Construction Cost: $628,553***

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

Project Manager: Shelley Lang
Project Description: *Replace temporary traffic signal with a permanent traffic signal.*
Project Update: *This project has been bid and will be taken to City Council on February 5, 2013 to award the construction contract to Durable Specialties, Inc.*

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

Traffic Signal - Eldorado / Lenox (CIP03-0077)

Project Manager: Shelley Lang
Project Description: *Traffic Signal for the intersection of Eldorado (FM 2934) at Lenox. This traffic signal will need to be authorized by TxDOT.*
Project Update: *Roadway Solutions, Inc. was awarded this project on January 15, 2013. A pre-construction meeting will be scheduled in January.*

Construction End: Not Scheduled ***Estimated Construction Cost: $210,682***

Traffic Signal - Fire Station #6 (CIP12-0002)

Project Manager: Shelley Lang
Project Description: *Install an emergency vehicle traffic control signal on Eldorado Pkwy (FM 2934) at Fire Station #6.*
Project Update: *Roadway Solutions, Inc. was awarded this project on January 15, 2013. A pre-construction meeting will be scheduled in January.*

Construction End: Not Scheduled ***Estimated Construction Cost: $105,054***

Traffic Signal Design Projects

Traffic Signal - Teel at Old Orchard (CIP12-0008)

Project Manager: Shelley Lang
Project Description: *Install a traffic signal on Teel Parkway at Old Orchard Drive.*
Project Update: *Savant Group has started the design of this new traffic signal, which is planned to be complete by April 2013.*

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

Traffic Signal-Independence at Kelmscot (CIP13-0002)

Project Manager: Shelley Lang
Project Description: *Install a traffic signal on Independence Parkway at Kelmscot Drive.*
Project Update: *Lee Engineering has started the design of this new traffic signal, which is planned to be complete by April 2013.*

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

Arterial Lighting Construction Projects

Gaylord Pkwy (CIP07-0006) Preston Rd to Ohio Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Gaylord between Preston and Ohio.*
Project Update: *Roadway Solutions has completed the underground work on this section of new lighting, which includes the conduit, pull boxes and foundations.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $71,035***

Hillcrest Rd (CIP07-0007) Eldorado Pkwy to Haversham Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Hillcrest between Eldorado and Haversham.*
Project Update: *Roadway Solutions has completed all of the underground work for this section of lighting and plans to install all of the light poles in February.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $76,221***

Ohio Dr (CIP07-0013) SH 121 to Presmont Pl
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio between SH 121 and Presmont.*
Project Update: *Roadway Solutions has completed all of the underground work for this section of lighting and plans to install all of the light poles in February.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $146,160***

Warren Pkwy (CIP07-0026) Preston Rd to Ohio Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Warren Pkwy between Preston Rd and Ohio Dr.*
Project Update: *Roadway Solutions has completed the underground work on this section of new lighting, which includes the conduit, pull boxes and foundations.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $62,250***

Preston Rd [SH 289] (CIP07-0017) SH 121 to Gaylord Pkwy
Project Manager: Shelley Lang
Project Description: *Install median lighting on SH 289 (Preston) between SH 121 and Gaylord.*
Project Update: *Roadway Solutions has started the underground work on this new section of lighting, which should be completed in February.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $123,998***

Preston Road [SH289] (CIP07-0018) Main St to US 380
Project Manager: Shelley Lang
Project Description: *Install median lighting.*
Project Update: *Groves Electric Services, Inc. was awarded this project at the December 18, 2012 City Council meeting. The pre-construction meeting is planned to be held in January.*
Construction End: 5/4/2013 ***Estimated Construction Cost: $808,000***

Arterial Lighting Design Projects

Wade Blvd (CIP07-0023) Collin College to Ohio Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Wade between Collin College and Ohio Dr.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $43,935***

Parkwood Blvd (CIP07-0015) Lebanon Rd to Stonebrook Pkwy
Project Manager: Shelley Lang
Project Description: *Install median lighting on Parkwood Blvd between Lebanon Rd and Stonebrook Pkwy.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $200,760***

OhioDr/College Pkwy (CIP07-0012) Hillcrest Rd to Coit Rd
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio/College between Hillcrest and Coit.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $266,820***

Lebanon Rd (CIP11-0013) FM 423 to West City Limits
Project Manager: Shelley Lang
Project Description: *Install median lighting on Lebanon Rd between FM 423 and Frisco's West City Limits.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $254,210***

Legacy Dr (CIP11-0014) Eldorado Pkwy to Crane Ave
Project Manager: Shelley Lang
Project Description: *Install median lighting on Legacy between Eldorado and Crane.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $53,450***

Ohio Dr (CIP11-0015) Wade Blvd to Hillcrest Rd
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio between Wade and Hillcrest.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $117,060***

AGENDA ITEM #11.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

Date: **February 1, 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

The Budget and Audit Committee met on January 18, 2013. The minutes will be forwarded for your review. The other two committees have not met since your last meeting.

AGENDA ITEM #12.

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

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: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; Assistant City Manager, Ron Patterson; City Secretary, Jenny Page; City Attorney, Richard Abernathy; Assistants to the City Manager, John Eaglen, Ben Brezina, and Kathleen Stewart; Assistant Fire Chief, Paul Seibert; Interim Police Chief, John Bruce; Development Services Director, John Lettelleir; Engineering Director, Paul Knippel; FEDC President, Jim Gandy; Administrative Services Director, Tom Johnston; Finance Director, Anita Cothran; Library Services Director Shelley

Holley; CVB Director, Marla Roe; Public Works Director, Gary Hartwell; Assistant Fire Chief Lee Glover; and Communications Director Dana Baird.

CLOSED SESSION

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)

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.

   John Keating moved to reconvene into Regular Session at 6:40 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)

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

INVOCATION

Will Sowell led the invocation.

PLEDGE OF ALLEGIANCE

Andrew Kern with Scout Troop 216 led the Pledge of Allegiance to the United States and State of Texas Flag.

PROCLAMATIONS

There were no Proclamations.

REPORTS

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

   Public Works Director Gary Hartwell gave a report on water usage and monthly activities for the month of December 2012.

5. Financial Services Monthly Report for December 2012.

   Financial Services Director Anita Cothran gave the financial report for the month of December 2012.

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

   Assistant Fire Chief Paul Siebert gave the monthly report on incident response and educational activities for the month of December 2012.

7. Development Services Activities Monthly Update December 2012

   Development Services Director John Lettelleir gave the monthly report on activities for December 2012.

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

   CVB Director Marla Roe reported on media, bookings, economic impact and industry statistics for the month of December 2012.

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

   Interim Police Chief John Bruce reported on 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.

    There were no meetings to report on and since it was not yet 7:30, 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 continued with Item 36.

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)

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) **Resolution 13-01-01R**

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) **Resolution 13-01-02R**

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) **Resolution 13-01-03R**

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) **Resolution 13-01-04R**

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) **Resolution 13-01-05R**

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) **Resolution 13-01-06R**

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) **Resolution 13-01-07R**

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) **Resolution 13-01-08R**

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.)

Bob Allen moved to pull Item 32 from the Legislative Agenda. Jeff Cheney seconded the motion fulfilling the requirement for two Councilmember's to be in agreement to pull the item for discussion on the Legislative Agenda.

Passed

Vote: 6 – 0

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

Against: (None)

Jeff Cheney moved to approve the remainder of the Legislative 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)

Jeff Cheney moved to approve Item 32. Scott Johnson seconded the motion.

Passed

Vote: 5 – 1

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

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) **Ordinance 13-01-01**

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) **Ordinance 13-01-02**

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) **Ordinance 13-01-03**

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) **Ordinance 13-01-04**

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) **Ordinance 13-01-05**

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) **Ordinance 13-01-06**

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)

Bob Allen moved to open the public hearing. John Keating seconded the motion.

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

No one wished to speak.

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

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

Scott Johnson moved to approve 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). Will Sowell seconded the motion.

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

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) **Resolution 13-01-09R**

Assistant City Manager Ron Patterson reported that after some clean up of the Resolution, changes were made that reduced the exhibits from 1 - 24 to 1 – 9 and asked that this be stated in the motion. (Revised version of the Resolution

attached as Exhibit A)

Bob Allen moved that the City of Frisco, Texas, City Council adopt the Resolution described in Agenda Item #35 and authorized 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 easements and related improvements on the property described by metes and bounds, and attached as exhibits "1-9" 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) and sewer line project. Jeff Cheney seconded the motion.

Passed

Vote: 6 – 0

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

Against: (None)

Mayor Maso continued with Citizen Input.

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

Mayor Maso opened nominations for the DCTA Representative.

John Keating nominated Carter Wilson.
Jeff Cheney nominated Brian Lillard.

Mayor Maso asked for a vote for Carter Wilson.

Passed

Vote: 6 – 0

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

Against: (None)

Mayor Maso commented that the Council could appoint an Alternate and suggested that Mr. Lillard be contacted to see if he would be interested in an Alternate position. Council was in agreement.

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

- Contact Brian Lillard.

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

Mayor Maso gave the council a grade of A+.

ADJOURN

Jeff Cheney moved to adjourn at 7:33 p.m. John Keating 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

CITY OF FRISCO, TEXAS RESOLUTION NO. 13-01-09 (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 1-9***, 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 1-9***, 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 15th 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:

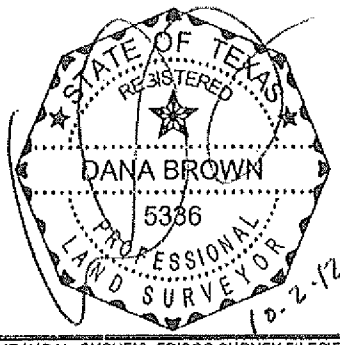
South 0°16'09" West, a distance of 75.98 feet to a point for corner;
North 89°35'27" West, a distance of 455.19 feet to a point for corner;
North 0°24'33" East, a distance of 73.80 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 19°11'18", a radius of 125.00 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).



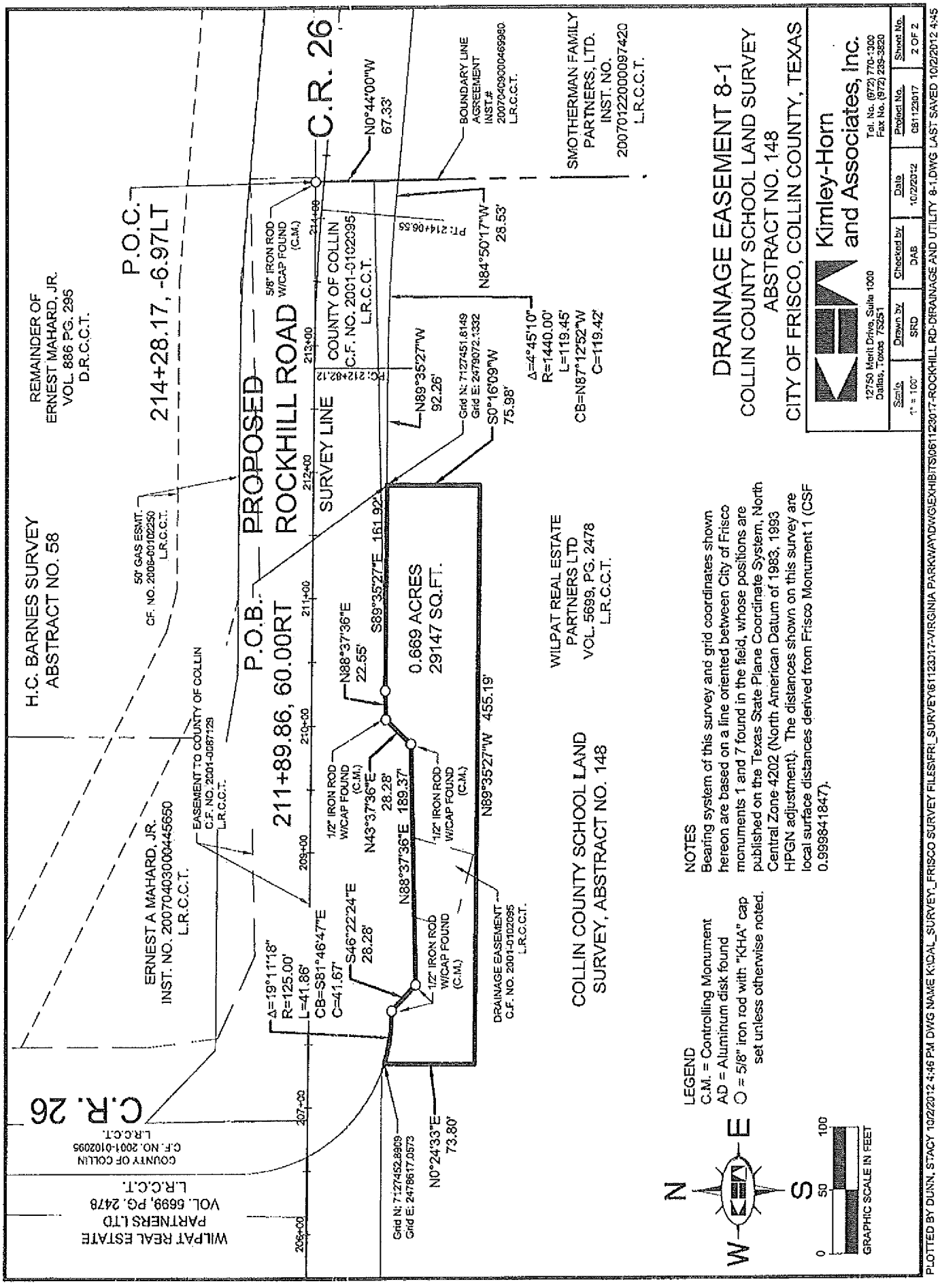
Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

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 OWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL


H.C. BARNES SURVEY
ABSTRACT NO. 58
REMAINDER OF
ERNEST MAHARD, JR.
VOL. 886 PG. 295
D.R.C.C.T.
P.O.C.
214+28.17, -6.97LT
C.R. 26
PROPOSED
ROCKHILL ROAD
P.O.B.
211+89.86, 60.00RT
SURVEY LINE
COUNTY OF COLLIN
C.F. NO. 2001-0102095
L.R.C.C.T.
N0°44'00"W
67.33'
5/8" IRON ROD
W/CAP FOUND
(C.M.)
214+68
213+00
212+82.12
212+00
211+00
210+00
209+00
208+00
207+00
206+00
Pt: 214+06.55
N84°50'17"W
28.53'
BOUNDARY LINE
AGREEMENT
INST.#
20070409000469980
L.R.C.C.T.
SMOTHERMAN FAMILY
PARTNERS, LTD.
INST. NO.
20070122000097420
L.R.C.C.T.
N89°35'27"W
92.26'
Grid N: 7127451.6149
Grid E: 2479072.1332
S0°16'09"W
75.98'
Δ=4°45'10"
R=1440.00'
L=119.45'
CB=N87°12'52"W
C=119.42'
50' GAS ESMT.
CF. NO. 2006-00102250
L.R.C.C.T.
S89°35'27"E 161.92'
N88°37'36"E
22.55'
0.669 ACRES
29147 SQ.FT.
1/2" IRON ROD
W/CAP FOUND
(C.M.)
N43°37'36"E
28.28'
N88°37'36"E 189.37'
1/2" IRON ROD
W/CAP FOUND
(C.M.)
N89°35'27"W 455.19'
DRAINAGE EASEMENT
C.F. NO. 2001-0102095
L.R.C.C.T.
WILPAT REAL ESTATE
PARTNERS LTD
VOL. 5699, PG. 2478
L.R.C.C.T.
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 148
ERNEST A MAHARD, JR.
INST. NO. 20070403000445650
L.R.C.C.T.
EASEMENT TO COUNTY OF COLLIN
C.F. NO. 2001-0087128
L.R.C.C.T.
Δ=19°11'18"
R=125.00'
L=41.86'
CB=S81°46'47"E
C=41.67'
S46°22'24"E
28.26'
1/2" IRON ROD
W/CAP FOUND
(C.M.)
N0°24'33"E
73.80'
Grid N: 7127452.8909
Grid E: 2478617.0573
COUNTY OF COLLIN
C.F. NO. 2001-0102095
L.R.C.C.T.
WILPAT REAL ESTATE
PARTNERS LTD
VOL. 5699, PG. 2478
L.R.C.C.T.
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).
N
W
E
S
0
50
100
GRAPHIC SCALE IN FEET
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 1300
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820
Scale: 1" = 100'
Drawn by: SRD
Checked by: DAB
Date: 10/22/2012
Project No.: 061123017
Sheet No.: 2 OF 2
PLOTTED BY DUNN, STACY 10/2/2012 4:46 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-DRAINAGE AND UTILITY 8-1.DWG LAST SAVED 10/2/2012 4:45

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).



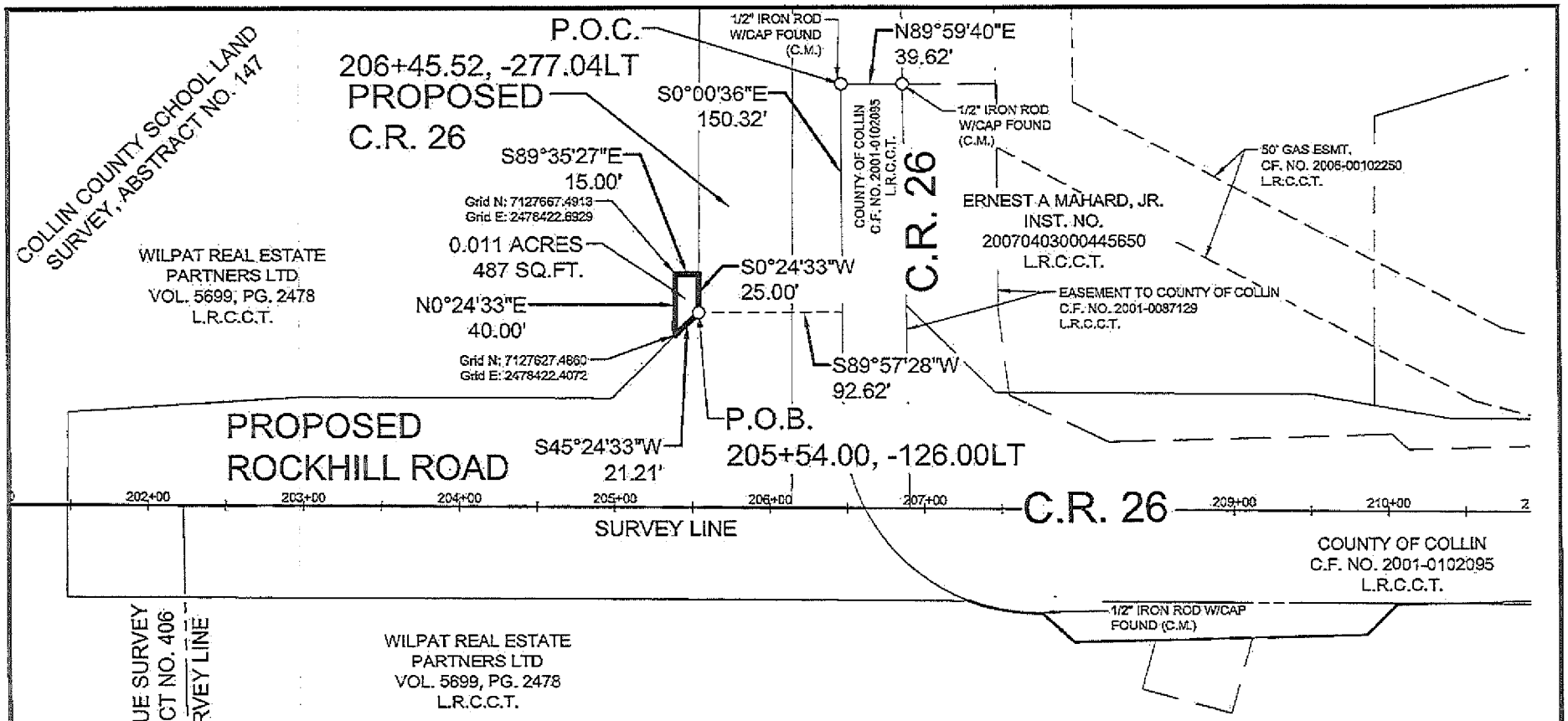
Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

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

PLOTTED BY DUNN, STACY 10/8/2012 3:22 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
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).

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

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EXHIBIT B

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, and the J.R. Hogue Survey, Abstract No. 406, City of Frisco, Collin County, Texas and being part of a tract of land described as "Third Tract" in Warranty Deed to Wilpat Real Estate Partners Ltd., recorded in Volume 5699, Page 2478, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the west line of a tract of land described in Special Warranty Deed to Smotherman Family Partners, Ltd., recorded in Instrument No. 20070122000097420, Land Records of Collin County, Texas as affected by boundary line agreement recorded in Instrument No. 20070409000469980, Land Records of Collin County, Texas; said point being the intersection of said west line and the proposed south right-of-way line of Rockhill Road; from said point, a 5/8" iron rod with cap found at the northwest corner of said Smotherman Family Partners, Ltd., tract bears North 00°44'00" West, a distance of 67.33 feet;

THENCE departing said south right-of-way line and with said west line, South 0°44'00" East, a distance of 15.08 feet to a point for corner;

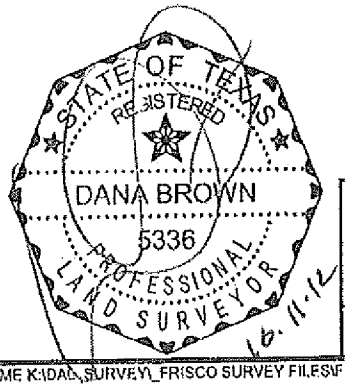
THENCE departing said west line, the following courses and distances:

North 84°50'17" West, a distance of 30.08 feet to a point at the beginning of a tangent curve to the left having a central angle of 4°45'10", a radius of 1425.00 feet, a chord bearing and distance of North 87°12'52" West, 118.17 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 118.21 feet to a point at the end of said curve;
North 89°35'27" West, a distance of 30.51 feet to a point for corner;
South 45°46'12" West, a distance of 86.78 feet to a point for corner;
North 89°35'27" West, a distance of 454.81 feet to a point for corner;
North 45°00'00" West, a distance of 86.86 feet to a point for corner;
North 89°35'27" West, a distance of 175.20 feet to a point for corner;
North 0°24'33" East, a distance of 15.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southernmost end of the proposed right-of-way terminus of Rockhill Road;

THENCE with the proposed south right-of-way line of Rockhill Road, South 89°35'27" East, a distance of 188.47 feet to a point for corner;

THENCE departing said proposed south right-of-way line, the following courses and distances:

South 45°00'00" East, a distance of 79.73 feet to a point for corner;
South 89°35'27" East, a distance of 438.40 feet to a point for corner;
North 45°46'12" East, a distance of 79.67 feet to a point in said proposed south right-of-way line of Rockhill Road;



Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	10/11/2012	061123017	1 OF 4

PLOTTED BY DUNN, STACY 10/11/2012 2:52 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

THENCE with said proposed south right-of-way line, the following courses and distances:

South 89°35'27" East, a distance of 43.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 4°45'10", a radius of 1440.00 feet, a chord bearing and distance of South 87°12'52" East, 119.42 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 119.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;
South 84°50'17" East, a distance of 28.53 feet to the **POINT OF BEGINNING** and containing 17,769 square feet or 0.408 acres of land.

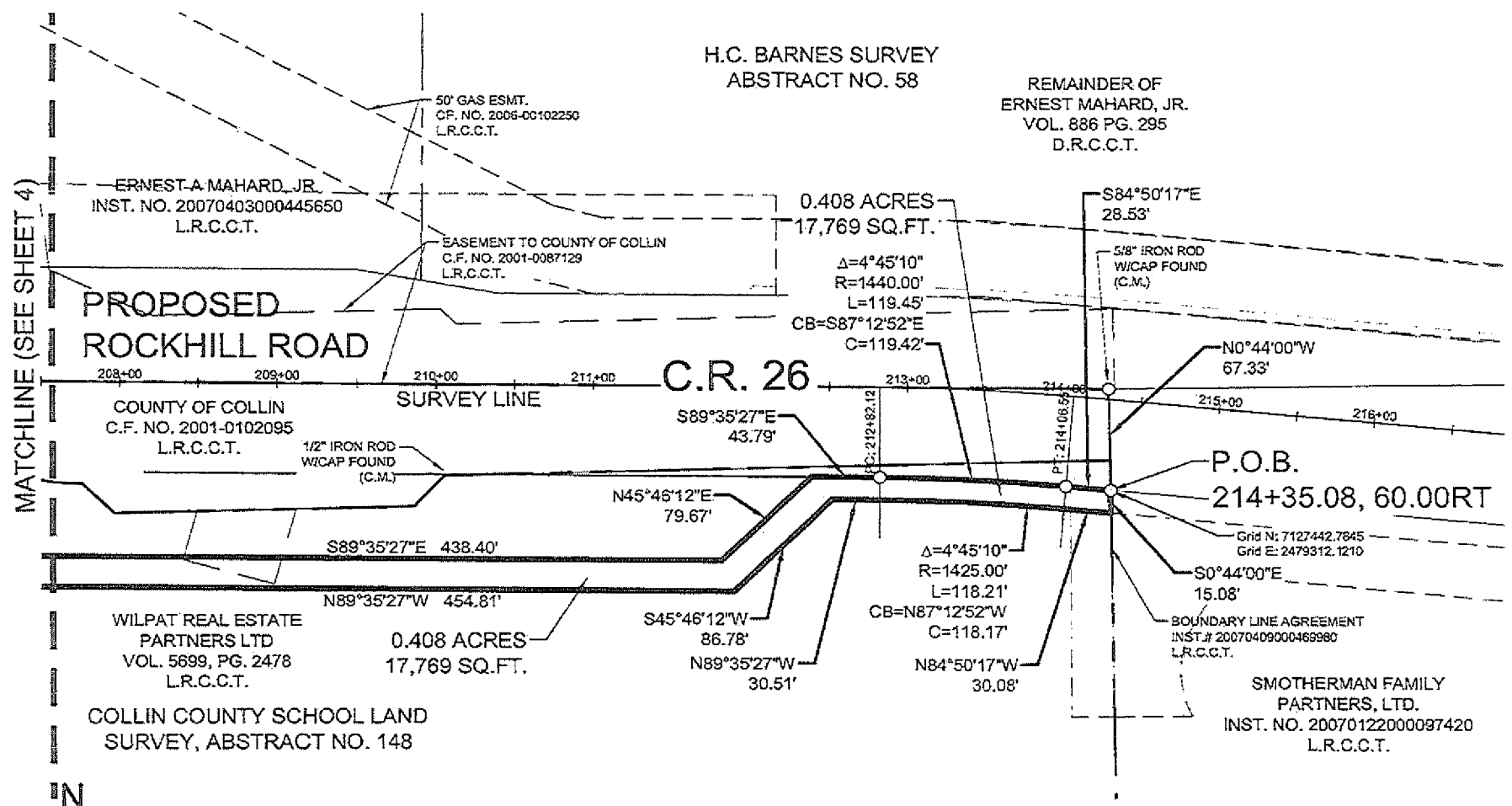
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRO	DAB	10/11/2012	061123017	2 OF 4

PLOTTED BY DUNN, STACY 10/11/2012 2:52 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
O = 5/8" iron rod with "KHA" cap set unless otherwise noted.

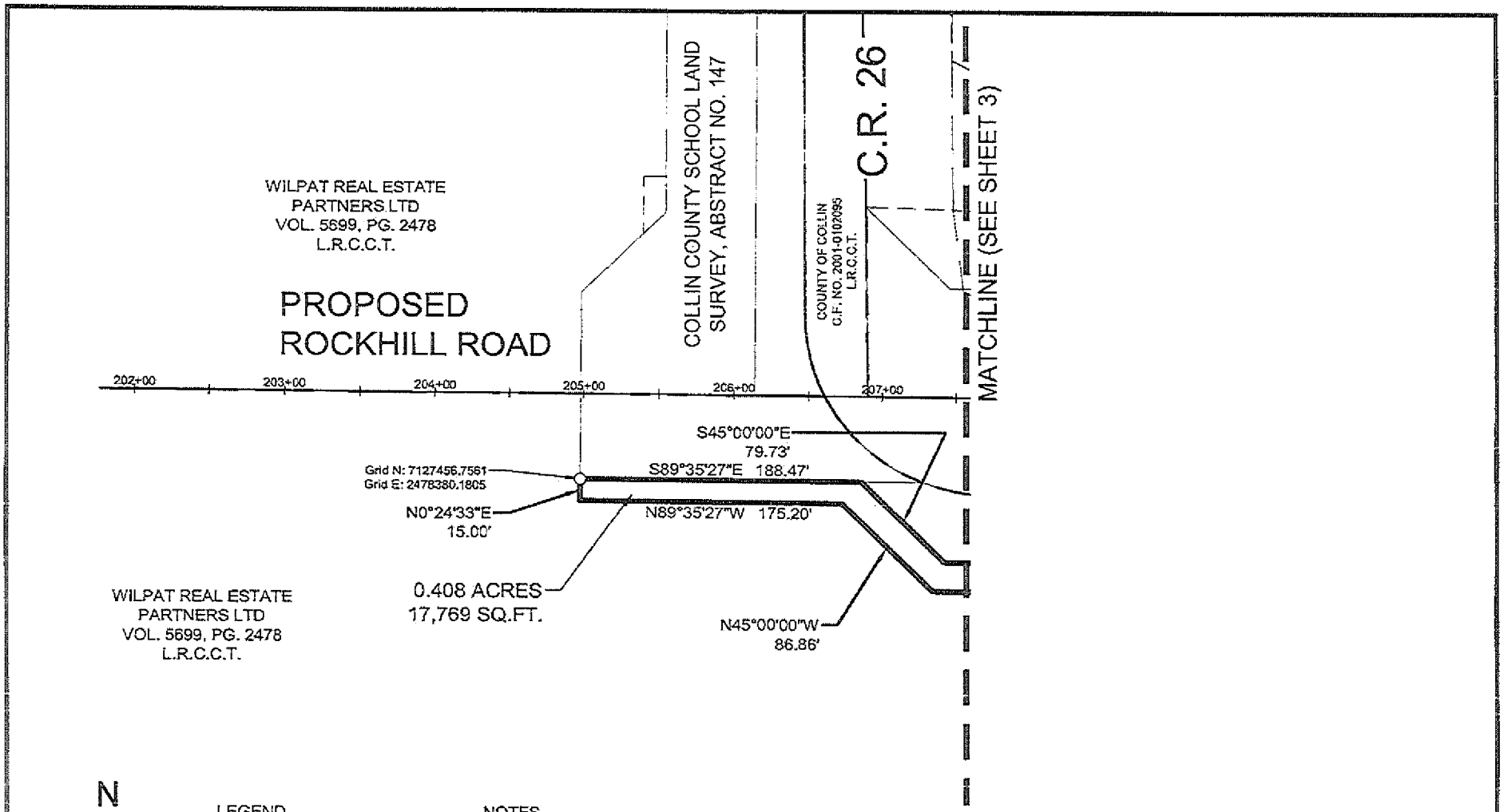
NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

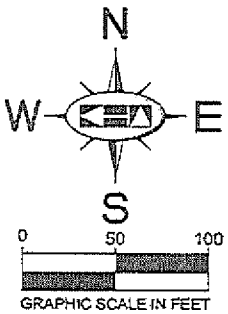
WATER EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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

PLOTTED BY DUNN, STACY 10/11/2012 2:52 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-WATER 8-1 ALT.DWG LAST SAVED 10/11/2012 2:51 PM





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
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	10/11/2012	061123017	4 OF 4

PLOTTED BY DUNN, STACY 10/11/2012 2:52 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-WATER 8-1 ALT.DWG LAST SAVED 10/11/2012 2:51 PM

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 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;

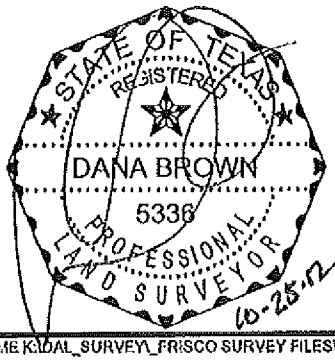
THENCE departing said west line, the following courses and distances:

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;

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



Dana Brown
Registered Professional Land Surveyor No. 5336
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12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

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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

PLOTTED BY DUNN, STACY 10/26/2012 1:26 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

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.

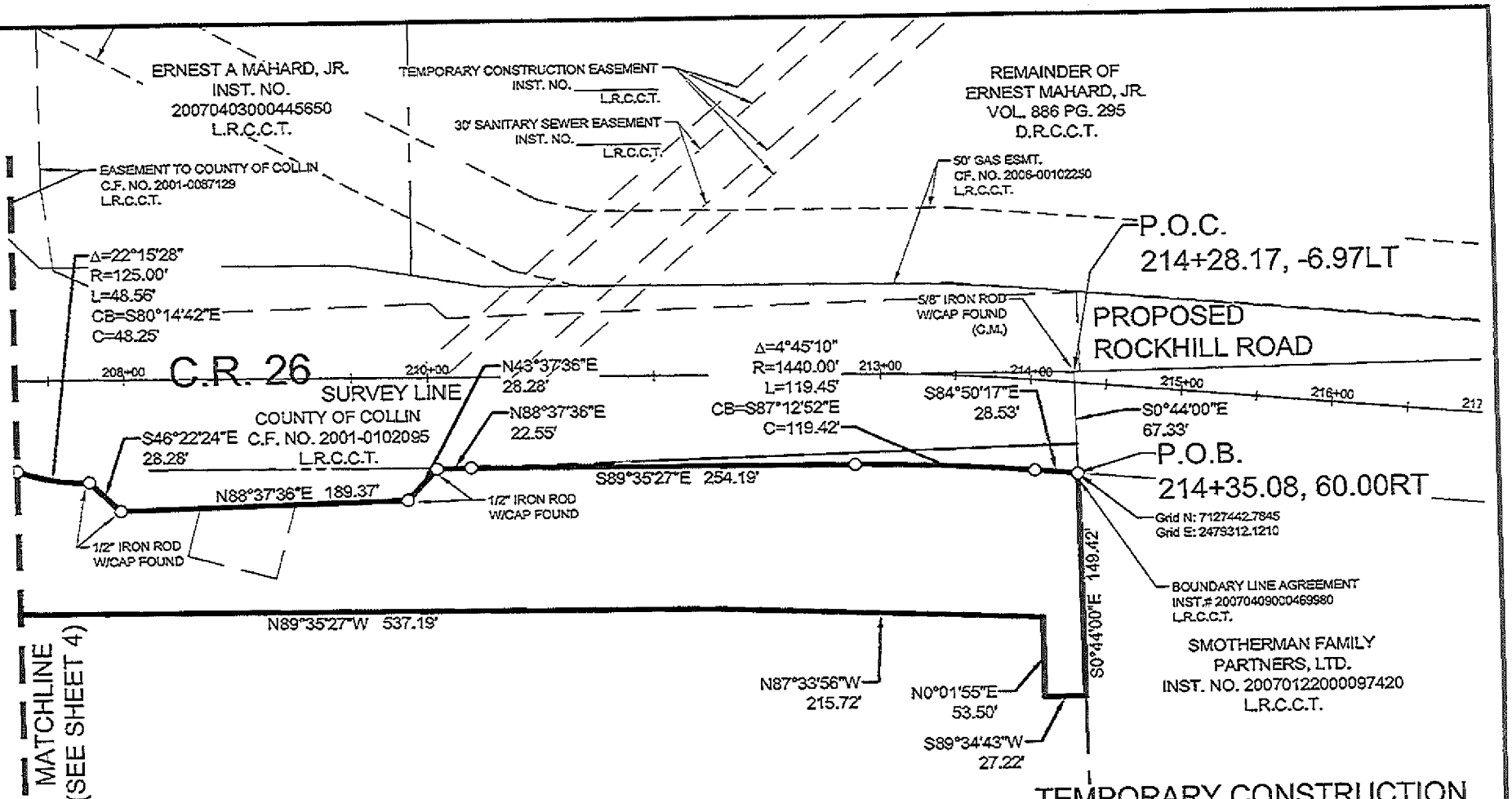
Bearing system of this description is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

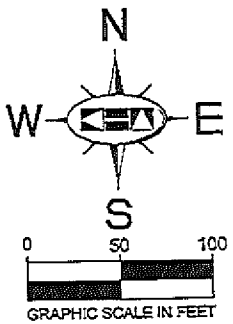
TEMPORARY CONSTRUCTION EASEMENT 8-1
OWNER: WILPAT REAL ESTATE PARTNERS LTD.
COLLIN COUNTY SCHOOL LAND SURVEYS
ABSTRACT NO. 147 AND 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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

PLOTTED BY DUNN, STACY 10/25/2012 1:28 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
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).

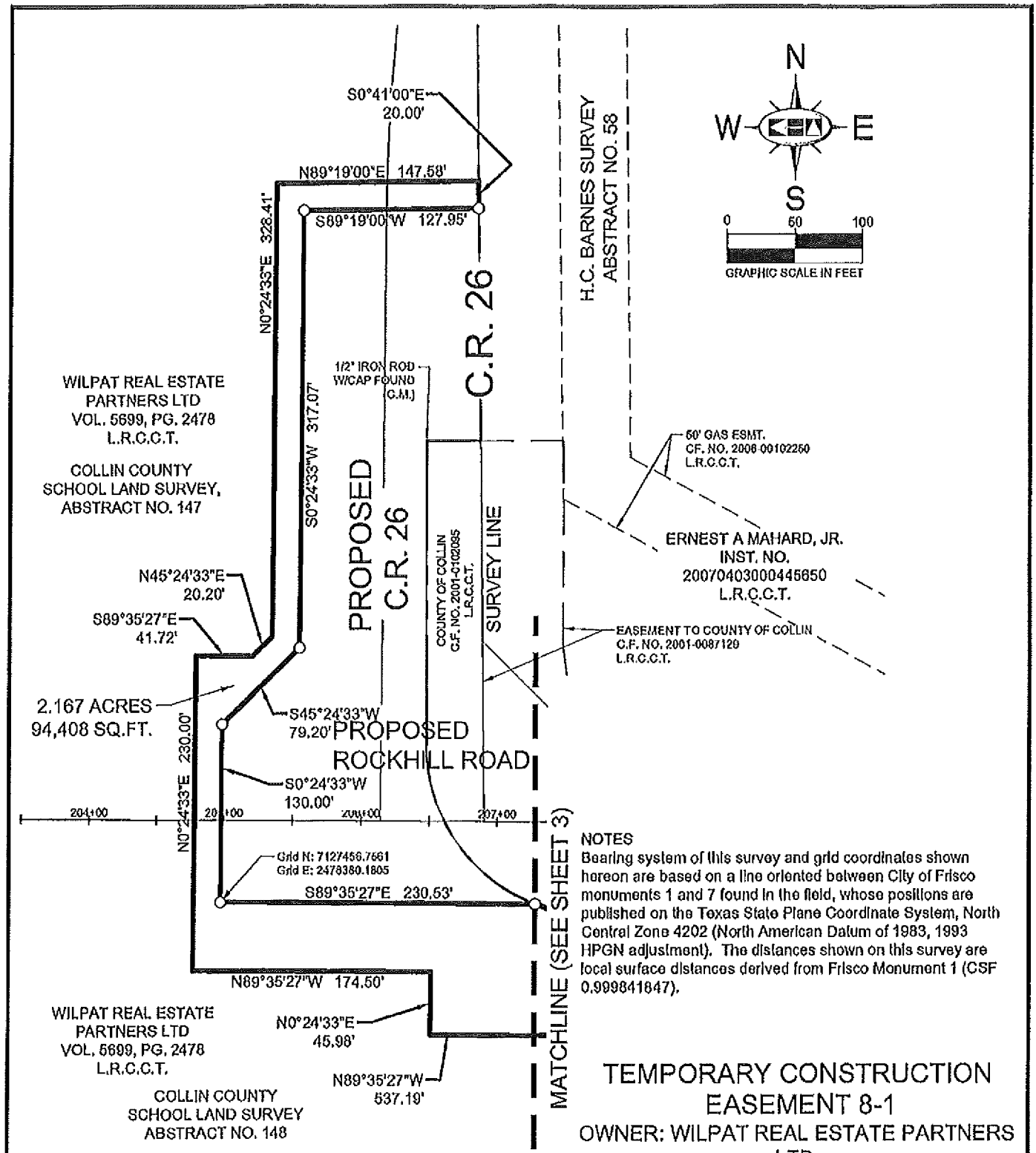
TEMPORARY CONSTRUCTION EASEMENT 8-1

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
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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-TCE 8-2 ALT.DWG LAST SAVED 10/25/2012 1:26 PM



NOTES
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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
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○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

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Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRO	DAB	10/25/2012	061123017	4 OF 4

PLOTTED BY DUNN, STACY 10/25/2012 1:20 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-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).

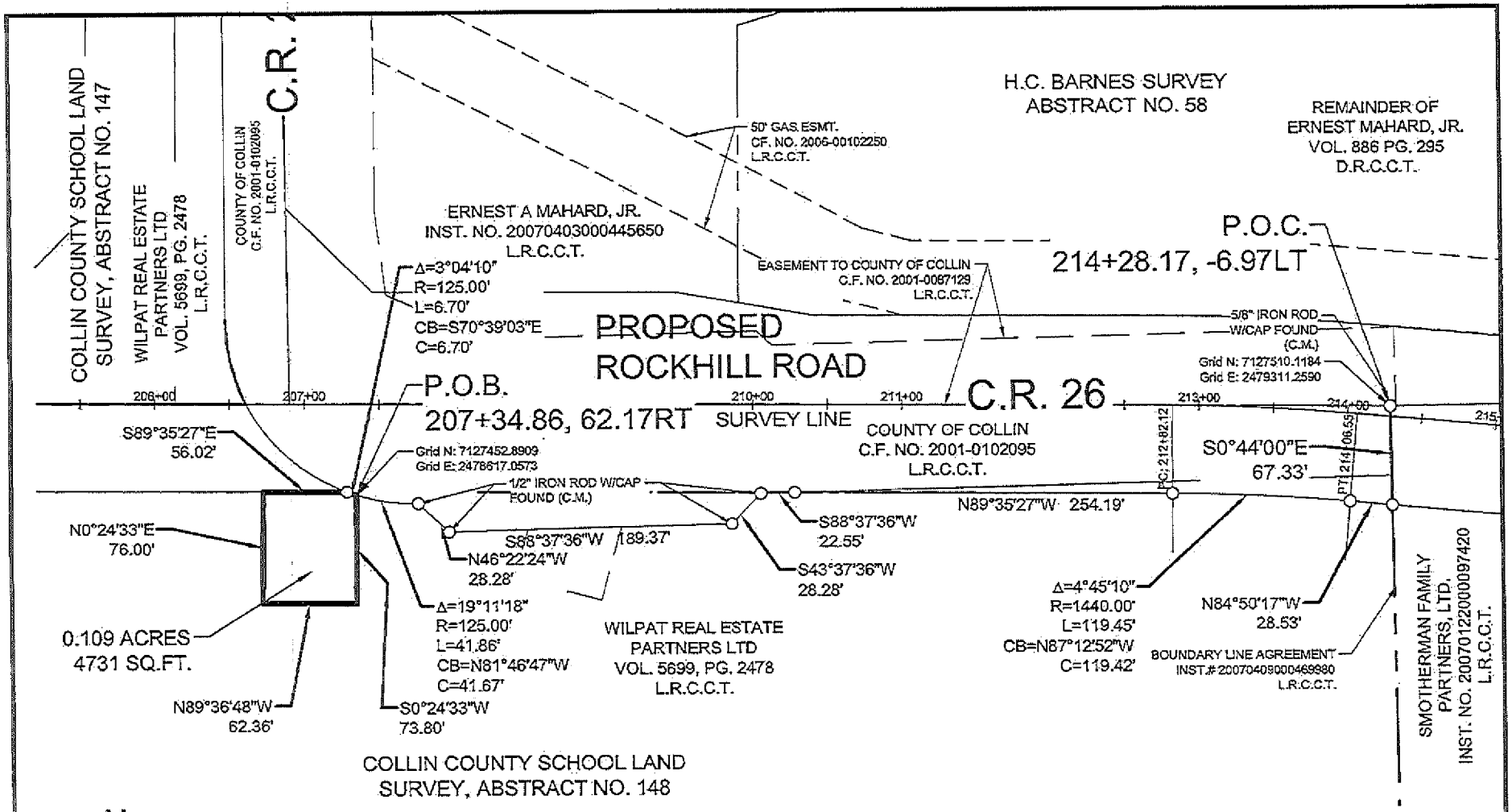


Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

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



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GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

SLOPE EASEMENT 8-2
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\FRI_SURVEY\061123017-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;

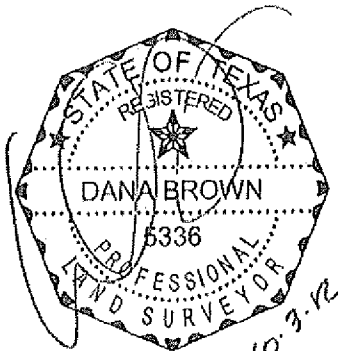
THENCE departing said west line, the following courses and distances:

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).



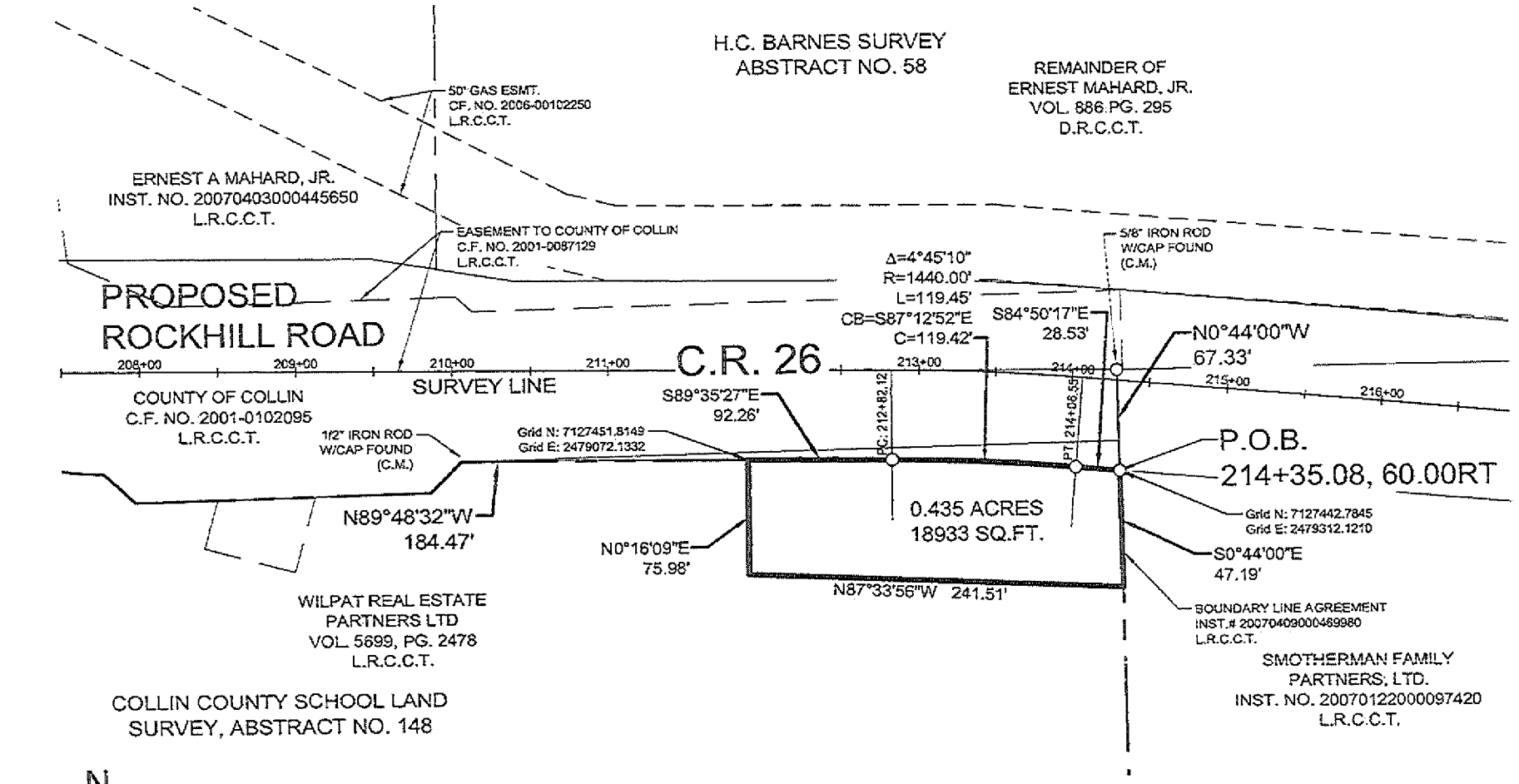
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

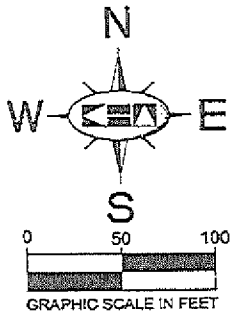
SLOPE EASEMENT 8-1
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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	SRO	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

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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. 20070403000446650, 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;

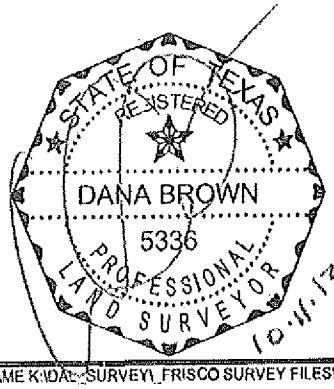
THENCE with the north line of said County of Collin tract, South 89°59'40" West, a distance of 39.62 feet to a 1/2" iron rod with cap found at the northwest corner of said County of Collin tract;

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).

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

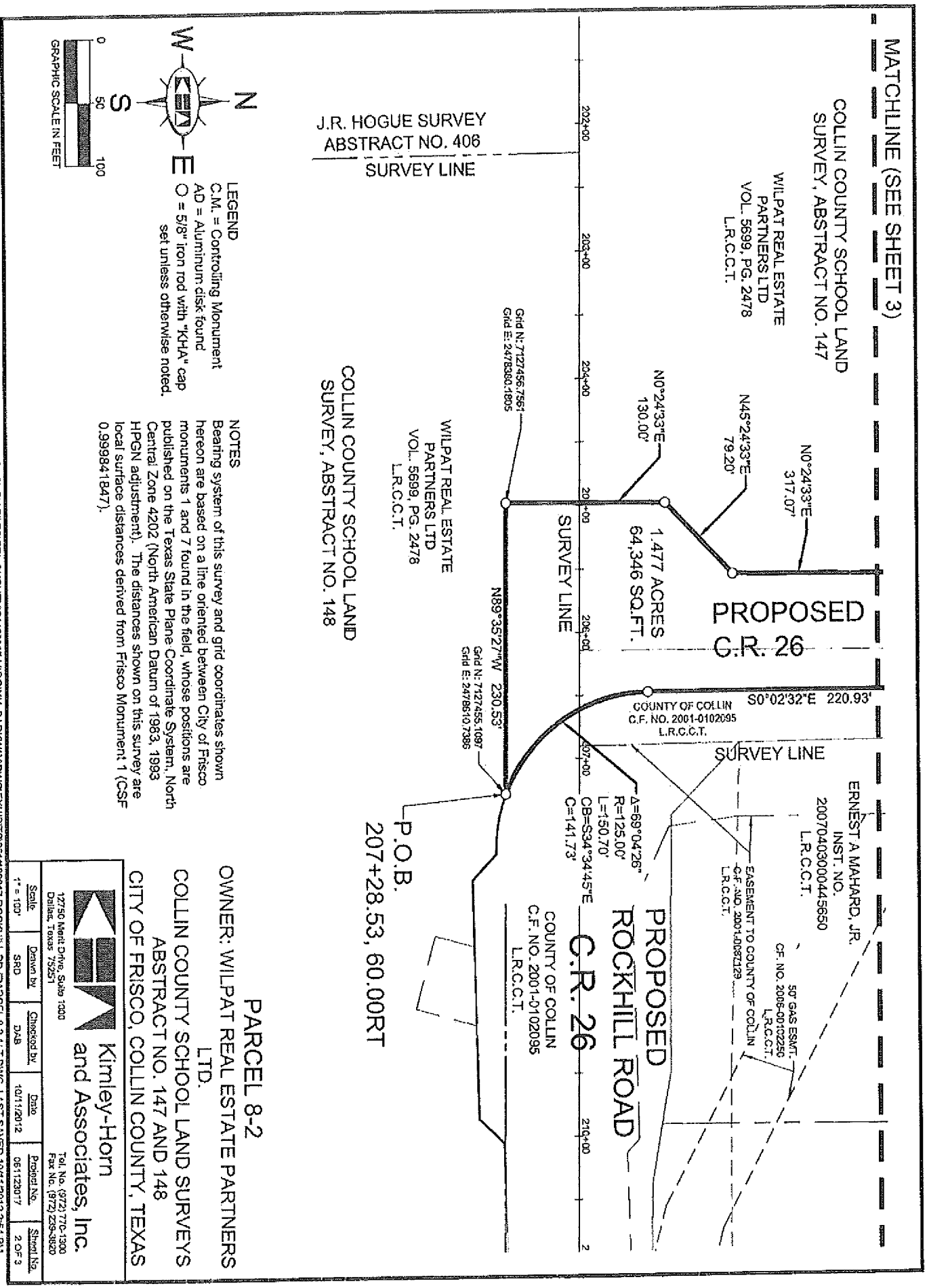


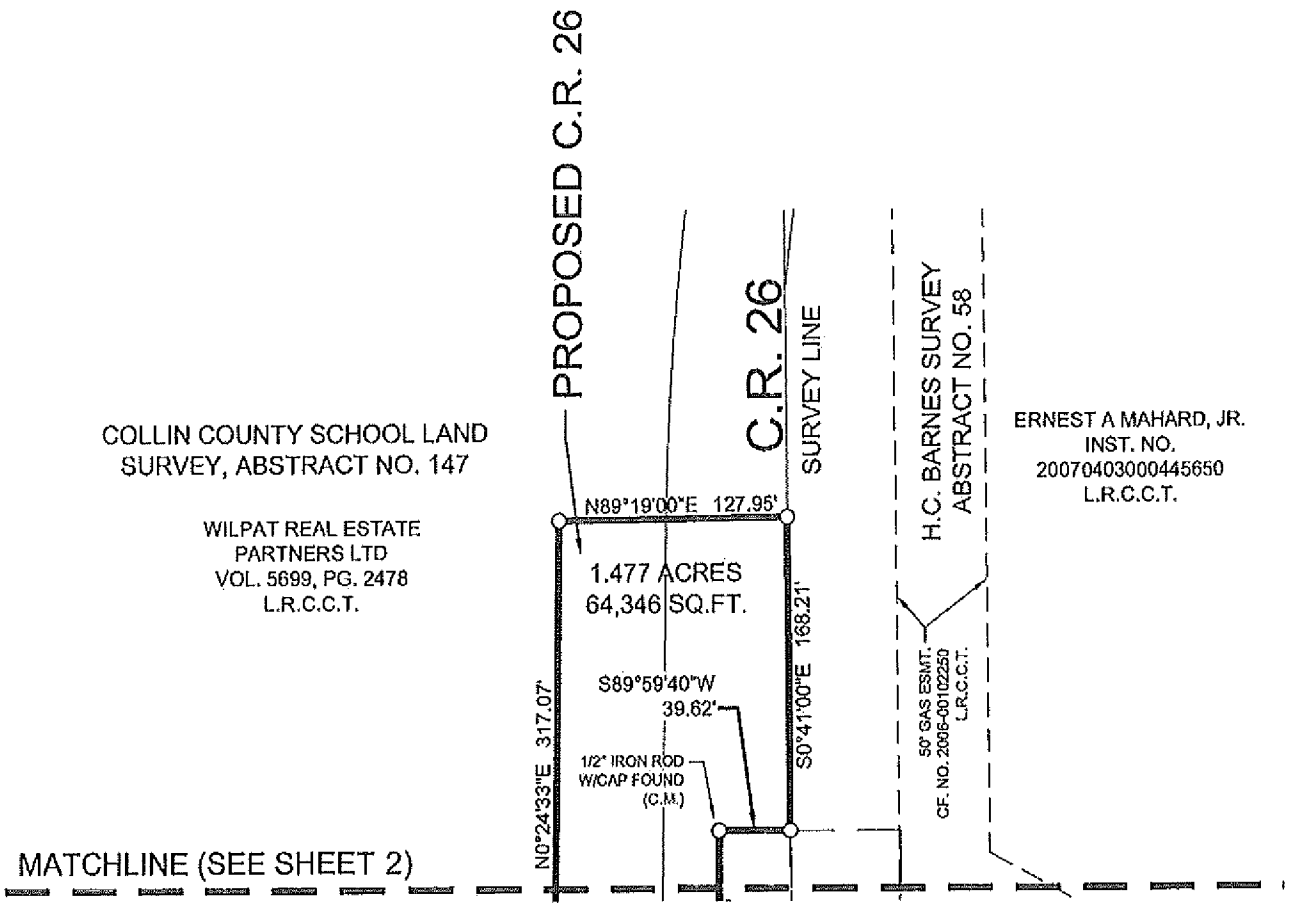
Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

Kimley-Horn and Associates, Inc.
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

PLOTTED BY DUNN, STACY 10/11/2012 2:55 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL


MATCHLINE (SEE SHEET 3)
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
WILPAT REAL ESTATE
PARTNERS LTD
VOL. 5699, PG. 2478
L.R.C.C.T.
N0°24'33"E
317.07'
N45°24'33"E
79.20'
N0°24'33"E
130.00'
1.477 ACRES
64,346 SQ.FT.
PROPOSED
C.R. 26
S0°02'32"E 220.93'
COUNTY OF COLLIN
C.F. NO. 2001-0102095
L.R.C.C.T.
SURVEY LINE
J.R. HOGUE SURVEY
ABSTRACT NO. 406
SURVEY LINE
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 148
WILPAT REAL ESTATE
PARTNERS LTD
VOL. 5699, PG. 2478
L.R.C.C.T.
Grid N: 7127456.7561
Grid E: 2478390.1805
N89°35'27"W 230.53'
Grid N: 7127455.1097
Grid E: 2478610.7386
P.O.B.
207+28.53, 60.00RT
202+00
203+00
204+00
205+00
206+00
207+00
210+00
Δ=69°04'26"
R=125.00'
L=150.70'
CB=S34°34'45"E
C=141.73'
ERNEST A MAHARD, JR.
INST. NO.
20070403000445650
L.R.C.C.T.
EASEMENT TO COUNTY OF COLLIN
C.F. NO. 2001-0087123
L.R.C.C.T.
50' GAS ESMT.
C.F. NO. 2005-0013225O
L.R.C.C.T.
PROPOSED
ROCKHILL ROAD
C.R. 26
COUNTY OF COLLIN
C.F. NO. 2001-0102095
L.R.C.C.T.
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 0.99984184?).
W
N
E
S
0
50
100
GRAPHIC SCALE IN FEET
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: 1" = 100'
Drawn by: SRD
Checked by: DAB
Date: 10/11/2012
Project No.: 061123017
Sheet No.: 2 OF 3
PLOTTED BY: DUNN, STACY 10/11/2012 2:55 PM DWG NAME: K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-PARCEL 8-2 ALT.DWG LAST SAVED: 10/11/2012 2:54 PM



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.

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\061123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL

EXHIBIT 8

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;

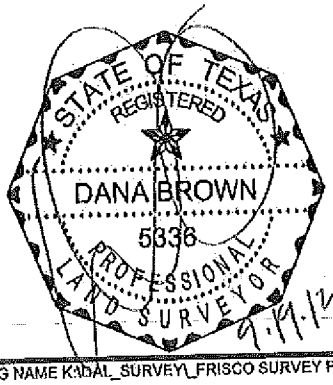
THENCE departing said west line and with said proposed south right-of-way line, the following courses and distances:

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).

PARCEL 8-1
OWNER: WILPAT REAL ESTATE PARTNERS, LTD.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

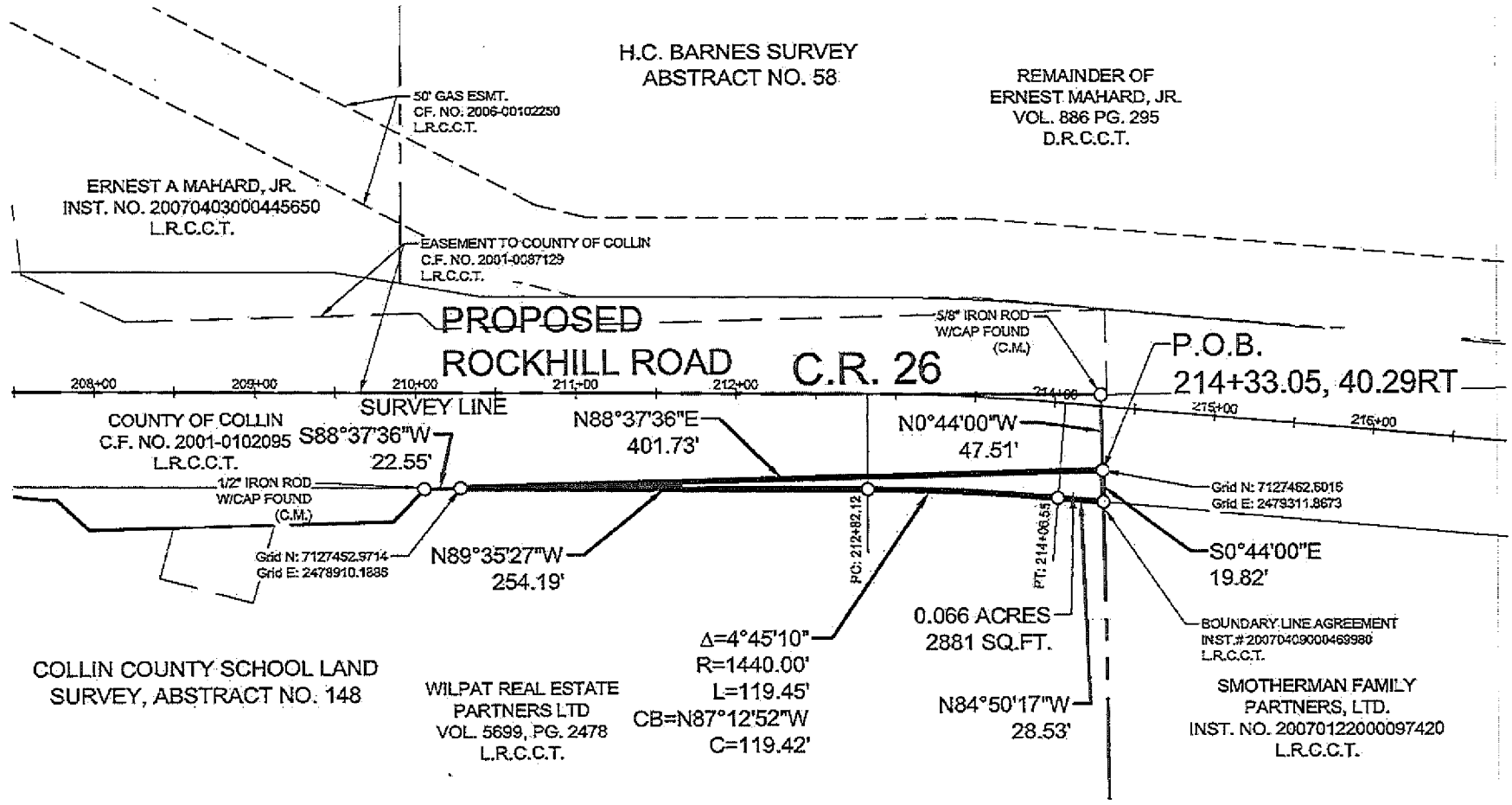


Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

Kimley-Horn and Associates, Inc.
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	BRD	DAB	9/19/2012	061123017	1 OF 2

PLOTTED BY JONES, STEPHANIE 9/19/2012 1:56 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA



N
W E
S
0 50 100
GRAPHIC SCALE IN FEET

LEGEND
C.M. = Controlling Monument
AD = Aluminum disk found
O = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system of this survey and grid coordinates shown hereon are based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment). The distances shown on this survey are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

PARCEL 8-1

OWNER: WILPAT REAL ESTATE PARTNERS, LTD.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	9/19/2012	061123017	2 OF 2

PLOTTED BY JONES, STEPHANIE 9/19/2012 1:56 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-PARCEL 8-1.DWG LAST SAVED 9/19/2012 1:54 PM

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
PANTHER CREEK SEWER INTERCEPTOR – PHASE 2
WILPAT REAL ESTATE PARTNERS, LTD. TRACT
IN THE J.R. HOGUE SURVEY, ABSTRACT NO. 406 and the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 148, COLLIN COUNTY, TEXAS

PART 1:

BEING a 0.9263 acre tract of land situated in the J.R. Hogue Survey, Abstract No. 406 and the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas, and being part of the "Second Tract" and "Third Tract" as described in deed to Wilpat Real Estate Partners, Ltd., as recorded in Volume 5699, Page 2478, of the Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "DALTECH" found in the south right-of-way line of County Road 26 as recorded in County Clerk's Document No. 2001-0102095 and on the eastline of said Wilpat Real Estate Partners tract;

THENCE South 88 degrees 37 minutes 56 seconds West, along said south right-of-way line, a distance of 427.84 feet to a point for corner;

THENCE South 43 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 28.28 feet to a point for corner;

THENCE South 88 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 8.55 feet to the POINT OF BEGINNING;

THENCE South 15 degrees 35 minutes 49 seconds West, departing said south line, a distance of 927.56 feet to a point for corner;

THENCE South 62 degrees 00 minutes 52 seconds West, a distance of 799.02 feet to a point for corner;

THENCE South 40 degrees 33 minutes 14 seconds West, a distance of 437.97 feet to a point for corner;

THENCE South 51 degrees 48 minutes 51 seconds West, a distance of 523.31 feet to a point for corner on the south line of said Wilpat Real Estate Partners tract and the north line of a tract of land described as the "Wood Farm" in deed to Bert Fields Jr., as recorded in Volume 655, Page 260 D.R.C.C.T.;

THENCE North 89 degrees 58 minutes 08 seconds West, along said north and south lines, a distance of 24.25 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc." (hereafter referred to as "with cap") set for corner;

THENCE North 51 degrees 48 minutes 51 seconds East, departing said north and south lines, a distance of 540.89 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 40 degrees 33 minutes 14 seconds East, a distance of 439.34 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 62 degrees 00 minutes 52 seconds East, a distance of 795.43 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 15 degrees 35 minutes 49 seconds East, a distance of 916.55 feet to a 1/2-inch iron rod with cap set for corner on the south right-of-way line of said County Road 26;

THENCE North 88 degrees 37 minutes 56 seconds East, along said south line, a distance of 15.68 feet to the POINT OF BEGINNING AND CONTAINING 40,351 square feet, or 0.9263 acres of land, more or less.

PART 2:

BEING a 0.9303 acre tract of land situated in the J.R. Hogue Survey, Abstract No. 406 and the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas, and being part of the "Second Tract" and "Third Tract" as described in deed to Wilpat Real Estate Partners, Ltd., as recorded in Volume 5699, Page 2478, of the Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "DALTECH" found in the south right-of-way line of County Road 26 as recorded in County Clerk's Document No. 2001-0102095 and on the east line of said Wilpat Real Estate tract;

THENCE South 88 degrees 37 minutes 56 seconds West, along said south right-of-way line, a distance of 427.84 feet to a point for corner;

THENCE South 43 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 28.28 feet to a point for corner;

THENCE South 88 degrees 37 minutes 56 seconds West, continuing along said south line, a distance of 50.37 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc." (hereafter referred to as "with cap") set for the POINT OF BEGINNING;

THENCE South 15 degrees 35 minutes 49 seconds West, departing said south line, a distance of 898.21 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 62 degrees 00 minutes 52 seconds West, a distance of 789.45 feet to a1/2-inch iron rod with cap set for corner;

THENCE South 40 degrees 33 minutes 14 seconds West, a distance of 441.61 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 51 degrees 48 minutes 51 seconds West, a distance of 570.17 feet to a 1/2-inch iron rod with cap set for corner on the south line of said Wilpat Real Estate Partners tract and the north line of a tract of land described as the "Wood Farm" in deed to Bert Fields Jr., as recorded in Volume 655, Page 260, D.R.C.C.T.;

THENCE North 89 degrees 58 minutes 08 seconds West, along said north and south lines, a distance of 24.25 feet to a point for corner;

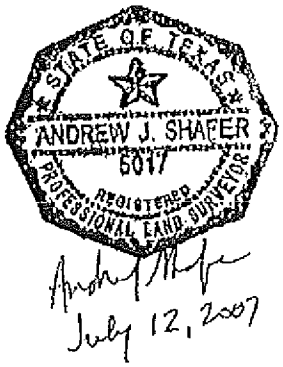
THENCE North 51 degrees 48 minutes 51 seconds East, departing said north and south lines, a distance of 587.74 feet to a point for corner;

THENCE North 40 degrees 33 minutes 14 seconds East, a distance of 442.97 feet to a point for corner;

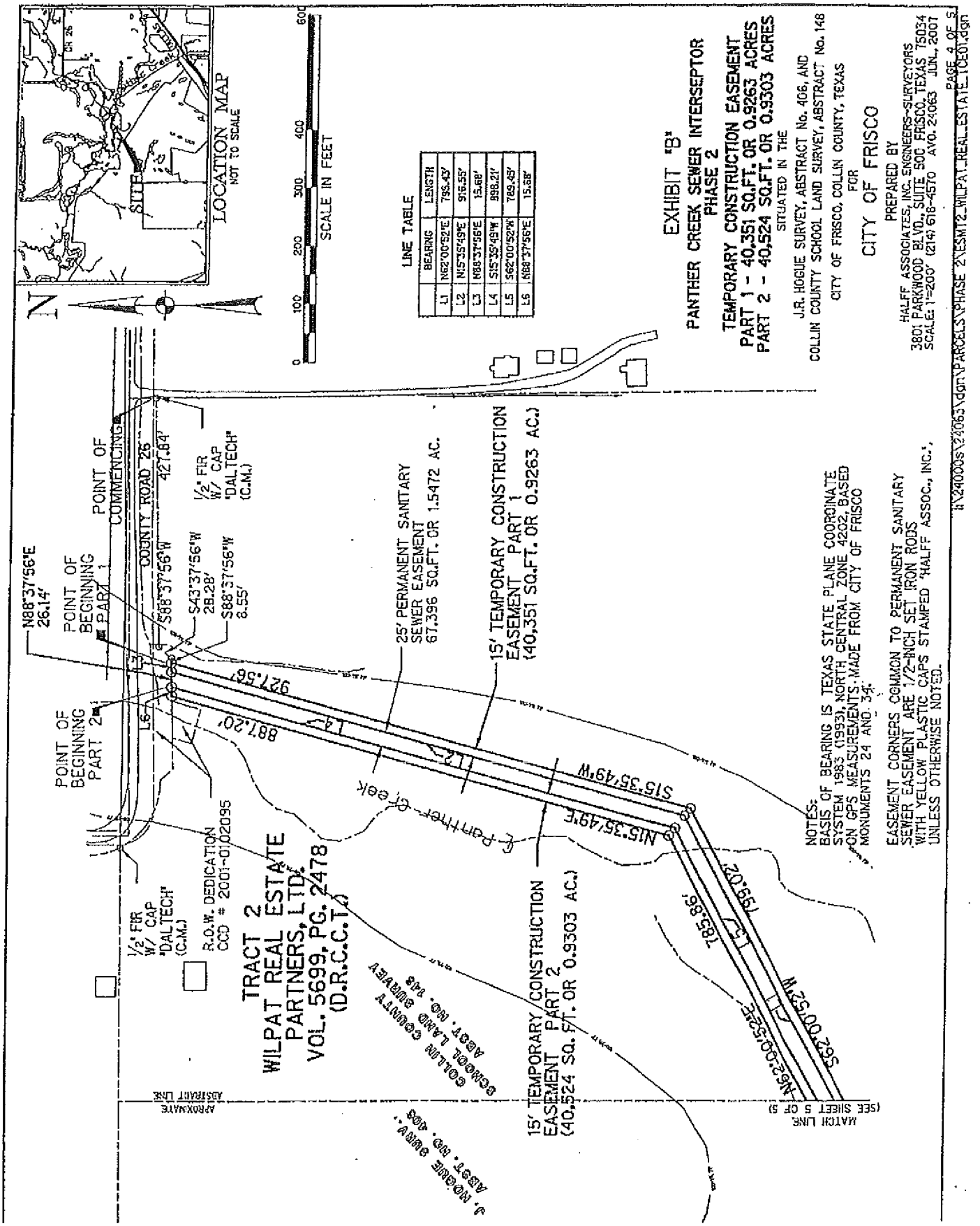
THENCE North 62 degrees 00 minutes 52 seconds East, a distance of 785.86 feet to a point for corner;

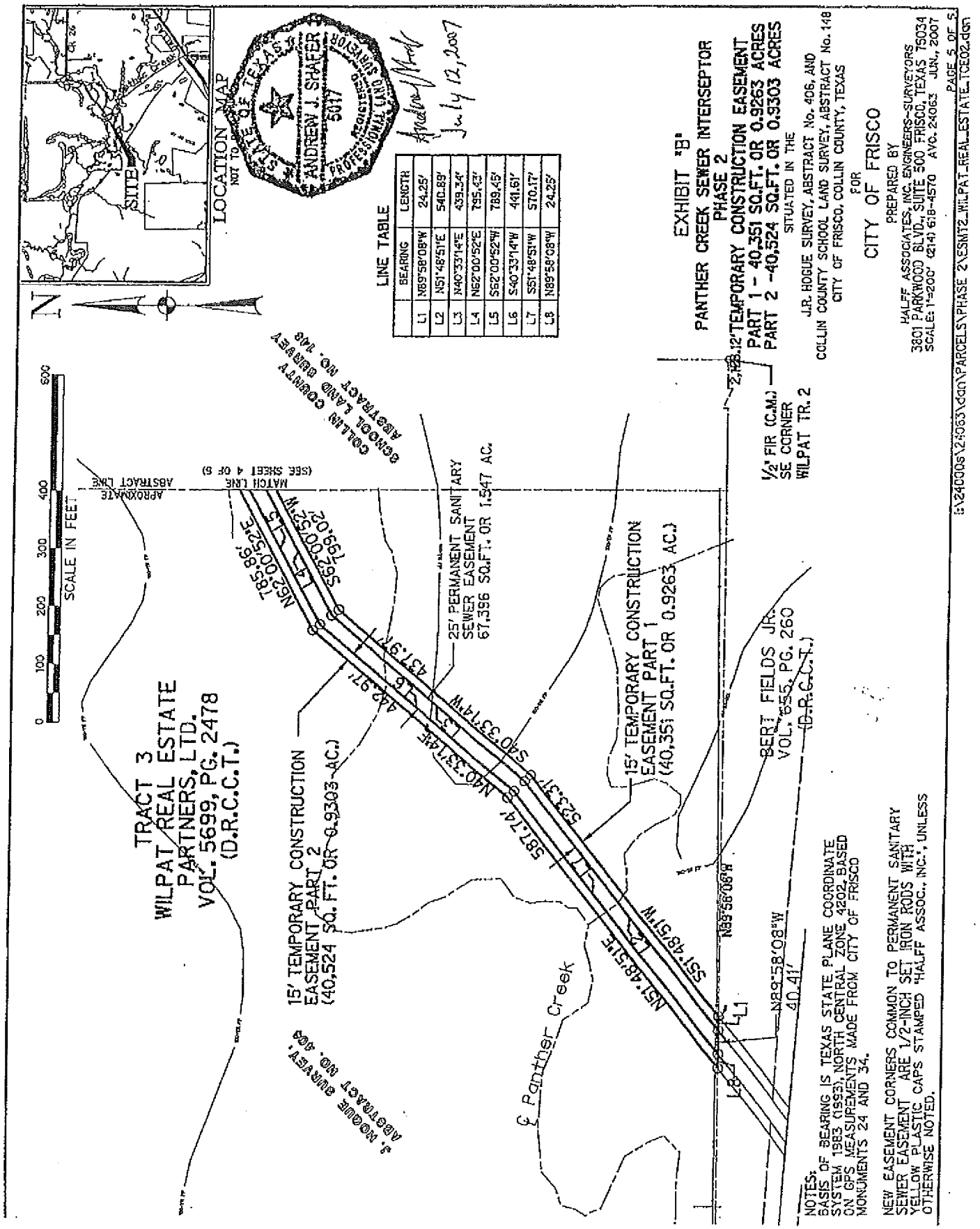
THENCE North 15 degrees 35 minutes 49 seconds East, a distance of 887.20 feet to a point for corner on the south right-of-way line of said County Road 26;

THENCE North 88 degrees 37 minutes 56 seconds East, along said south line, a distance of 15.68 feet to the POINT OF BEGINNING AND CONTAINING 40,524 square feet, or 0.9303 acres of land, more or less.



July 12, 2007


EXHIBIT 'B'
PANTHER CREEK SEWER INTERCEPTOR
PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
PART 1 - 40,351 SQ.FT. OR 0.9263 ACRES
PART 2 - 40,524 SQ.FT. OR 0.9303 ACRES
SITUATED IN THE
J.R. HOGUE SURVEY, ABSTRACT No. 406, AND
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO
PREPARED BY
HALFF ASSOCIATES, INC. ENGINEERS-SURVEYORS
3801 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS 75034
SCALE 1"=200' (214) 618-4570 AVO. 24063 JUN., 2007
PAGE 4 OF 5
I:\24000s\24063\dgn\PARCELS\PHASE 2\ESMT2_WILPAT_REAL_ESTATE_10601.dgn
LOCATION MAP
NOT TO SCALE
SITE
SCALE IN FEET
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200
300
400
600
LINE TABLE
BEARING
LENGTH
L1 N62°00'52"E 795.43'
L2 N15°35'49"E 916.55'
L3 N68°37'56"E 15.68'
L4 S15°35'49"W 898.21'
L5 S62°00'52"W 789.45'
L6 N68°37'56"E 15.68'
POINT OF COMMENCING
POINT OF BEGINNING PART 1
POINT OF BEGINNING PART 2
N88°37'56"E 26.14'
S88°37'56"W 427.64'
S88°37'56"W 8.55'
S43°37'56"W 28.28'
½" FIR W/ CAP "DALTECH" (C.M.)
COUNTY ROAD 26
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.)
15' TEMPORARY CONSTRUCTION EASEMENT PART 2 (40,524 SQ. FT. OR 0.9303 AC.)
927.56'
881.20'
S15°35'49"W
N15°35'49"E
N62°00'52"E 795.43'
S62°00'52"W 789.45'
785.86'
R.O.W. DEDICATION CCD # 2001-01-02095
TRACT 2
WILPAT REAL ESTATE PARTNERS, LTD.
VOL. 5699, PG. 2478
(D.R.C.C.T.)
Panther Creek
COLLIN COUNTY SCHOOL LAND SURVEY ABST. NO. 148
J. HOGUE SURVEY ABST. NO. 406
APPROXIMATE ASSTRACT LINE
MATCH LINE
(SEE SHEET 5 OF 5)
NOTES:
BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM 1983 (1993), NORTH CENTRAL ZONE 4202, BASED ON GPS MEASUREMENTS MADE FROM CITY OF FRISCO MONUMENTS 24 AND 34.
EASEMENT CORNERS COMMON TO PERMANENT SANITARY SEWER EASEMENT ARE 1/2-INCH SET IRON RODS WITH YELLOW PLASTIC CAPS STAMPED "HALFF ASSOC., INC.", UNLESS OTHERWISE NOTED.


EXHIBIT "B"
PANTHER CREEK SEWER INTERSEPTOR
PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
PART 1 - 40,351 SQ.FT. OR 0.9263 ACRES
PART 2 -40,524 SQ.FT. OR 0.9303 ACRES
SITUATED IN THE
J.R. HOGUE SURVEY, ABSTRACT No. 406, AND
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO
PREPARED BY
HALFF ASSOCIATES, INC. ENGINEERS-SURVEYORS
3301 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS 75034
SCALE: 1"=200' (214) 618-4570 AVC. 24063 JUN., 2007
PAGE 5 OF 5
J:\24000s\24063\dgn\PARCELS\PHASE 2\ESMT2_WILPAT_REAL_ESTATE_TCE02.dgn
LOCATION MAP
NOT TO SCALE
SITE
STATE OF TEXAS
ANDREW J. SHAFER
5017
REGISTERED
PROFESSIONAL LAND SURVEYOR
July 12, 2007
LINE TABLE
BEARING LENGTH
L1 N89°58'08"W 24.25'
L2 N51°48'51"E 540.89'
L3 N40°33'14"E 439.34'
L4 N62°00'52"E 795.43'
L5 S62°00'52"W 789.45'
L6 S40°33'14"W 441.61'
L7 S51°48'51"W 570.17'
L8 N89°58'08"W 24.25'
SCALE IN FEET
0 100 200 300 400 600
N
APPROXIMATE ABSTRACT LINE
MATCH LINE (SEE SHEET 4 OF 5)
COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 148
J. HOGUE SURVEY ABSTRACT NO. 406
TRACT 3
WILPAT REAL ESTATE PARTNERS, LTD.
VOL. 5699, PG. 2478
(D.R.C.C.T.)
15' TEMPORARY CONSTRUCTION EASEMENT PART 2
(40,524 SQ. FT. OR 0.9303 AC.)
25' PERMANENT SANITARY SEWER EASEMENT
67,396 SQ.FT. OR 1.547 AC.
15' TEMPORARY CONSTRUCTION EASEMENT PART 1
(40,351 SQ.FT. OR 0.9263 AC.)
BERT FIELDS JR.
VOL. 1655, PG. 260
(D.R.C.C.T.)
½" FIR (C.M.)
SE CORNER
WILPAT TR. 2
℄ Panther Creek
N89°58'08"W
40.41'
L1
L8
N62°00'52"E 795.43'
S62°00'52"W 789.45'
N40°33'14"E 439.34'
S40°33'14"W 441.61'
N51°48'51"E 540.89'
S51°48'51"W 570.17'
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.

AGENDA ITEM #13.

Frisco Fire Department
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **February 5, 2013**

Subject: **Consider and act upon authorization for the City Manager to execute a Texas Intrastate Fire Mutual Aid System ("TIFMAS") Grant Assistance Program Supplemental Terms and Responsibilities Agreement with the Texas A&M Forest Service for a TIFMAS Vehicle Grant, Type 3 Engine**

Action Requested: City Council consideration and approval to authorize the City Manager to execute a Texas Intrastate Fire Mutual Aid System ("TIFMAS") Grant Assistance Program Supplemental Terms and Responsibilities Agreement with the Texas A&M Forest Service for a TIFMAS Vehicle Grant, paying the full cost of a Type 3 Engine (including a complete radio complement and loose equipment complement) for the Frisco Fire Department.

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

The TIFMAS Vehicle Grant Program awards grants to cover 100% of the cost for a TIFMAS standardized vehicle and includes an installed radio package and loose equipment complement. The City would own the apparatus, however use of this apparatus would be governed by the terms and conditions set forth in the Supplemental Terms and Responsibilities Agreement executed by the City and Texas A&M Forest Service. The objective of the TIFMAS Vehicle Grants is to strategically place standardized fire fighting assets within Texas A&M Forest Service Administrative Units (currently designated as a Branch), staffed and managed by local

fire departments; these assets may be mobilized at any time by the state for regional and statewide emergencies.

The proposed Type 3 Engine would be utilized by the City during local and regional mutual aid incidents, local and regional multiple alarm incidents, local community events, training of firefighters and the temporary standby for regular apparatus while out for emergency repairs.

Alternatives: City Council could consider the following alternatives:

- Authorize the City Manager to execute the Agreement;
- Input towards the discussion as desired;
- Deny authorization for the City Manager to execute the Agreement and send back to staff with direction.

Financial Considerations: The City was awarded a Type 3 Engine at the TIFMAS Grant Assistance Program Meeting held on December 5, 2012. Other recipients of TIFMAS Vehicle Grant Funding include Travis County Emergency Service District #3 (Oak Hill Fire Department), Mount Pleasant Fire Department, New Braunfels Fire Department and Tomball Fire Department (Nacogdoches Fire Department was awarded an approval for standardization upgrades for FY 2010 TIFMAS Apparatus Grant Recipients). At that meeting, the Committee approved approximately $713,000 in grants for the five (5) TIFMAS Vehicles.

Legal Review: The City Attorney's Office has reviewed and approved the Supplemental Terms and Responsibilities Agreement as to form.

Supporting Documents: Supporting Documents include the following items:

- Copy of TIFMAS Grant Assistance Program FY 2013 – Funding Summary – Meeting 1, December 5, 2012;
- Letter requesting acceptance of award (We have verified that the 14 day deadline for acceptance is extended)
- Copy of the TIFMAS Grant Assistance Agreement.

Staff Recommendation: Staff recommends placement of this item on the February 5, 2013 City Council meeting agenda to consider and authorize the City Manager to execute a Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program Supplemental Terms and Responsibilities Agreement with the Texas A&M Forest Service for a TIFMAS Vehicle Grant, paying the full cost of a Type 3 Engine (including a complete radio complement and a loose equipment complement) for the Frisco Fire Department. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

TEXAS A&M FOREST SERVICE

TIFMAS GRANT ASSISTANCE PROGRAM
FY 2013 - FUNDING SUMMARY – MEETING 1
DECEMBER 5, 2012

Texas A&M Forest Service conducted the FY2013 TIFMAS Funding Meeting for Apparatus on December 5, 2012. At that meeting, the Committee approved approximately $713,000 in grants for five TIFMAS vehicles, which includes a complete radio complement and loose equipment complement for each vehicle. The Committee also approved an estimated $2,000 for a standardization upgrade to an existing TIFMAS fleet vehicle (adding one extra handheld portable radio to 1 unit already in service – depleted funds prevented this specific delivery in connection with a prior award in FY 2012). All grant approvals made today are based upon recent cost estimates and the final approved amounts may need to be adjusted once bids are received.

The departments awarded a grant at this meeting will receive official written notice of approval. Any applications for assistance not approved at this meeting will automatically roll forward and will be reviewed at future funding meetings.

The date of the next TIFMAS Funding Meeting is tentatively scheduled for October 2013.

First Meeting Approvals:

FIRE APPARATUS APPROVALS			
BRANCH	**FIRE DEPARTMENT**	**COUNTY**	**CATEGORY**
CENTRAL	TRAVIS COUNTY ESD#3 (OAK HILL FD)	TRAVIS	TYPE 6 ENGINE
EAST	MOUNT PLEASANT FD	TITUS	TYPE 6 ENGINE
SOUTH	NEW BRAUNFELS FD	COMAL	TYPE 6 ENGINE
SOUTH CENTRAL	TOMBALL FD	HARRIS	TYPE 6 ENGINE
NORTH	FRISCO FD	COLLIN	TYPE 3 ENGINE

APPROVALS FOR STANDARDIZATION UPGRADES FY 2010 TIFMAS APPARATUS GRANT RECIPIENT				
BRANCH	**FY**	**FIRE DEPARTMENT**	**COUNTY**	**UPGRADE**
EAST	FY 2010	NACOGDOCHES FD	NACOGDOCHES	BK Handheld Radio

TEXAS A&M FOREST SERVICE

5.4191

December 12, 2012

FRISCO FD
6101 FRISCO SQUARE BLVD
FRISCO TEXAS 75034

Case: 464

Dear Chief:

Your application for a grant for a **Type 3 Engine** under the TIFMAS Grant Assistance Program has been **APPROVED**. The grant will pay 100% of the cost of a fully equipped Type 3 Engine, including an installed radio package and loose equipment complement.

All Fire Trucks acquired under the TIFMAS Grant Assistance program are to be produced under one common statewide standard. This ensures that the vehicles will be consistent in type, design, markings, capability, and identification on assignments.

The Texas A&M Forest Service will order this completed truck on your behalf through the state or federal contract purchasing process. We will pay the selected vendors on your behalf via a third party vendor transaction. Your department will own the truck subject to the Supplemental Terms and Responsibilities Agreement.

Please indicate below whether you wish to accept or decline this grant and then return a signed copy to us within 14 days of receipt of this letter. **Also, if you are accepting the grant, please return to us a signed original copy of the Supplemental Terms and Responsibilities Agreement.**

Congratulations! Please contact us if you need additional information.

☐ Accept ☐ Decline

_____ _____
Signature and Title Date

A. LeFox
Texas Forest Service

Attachment: 1) Supplemental Terms and Conditions Agreement

Texas A&M Forest Service Capacity Building Department
Rural Fire Defense Unit ★ P O Box 310 ★ Lufkin, Texas 75902-0310
TEL 936/639-8100 ★ FAX 936/639-8138
http://texasforestservice.tamu.edu

TEXAS A&M FOREST SERVICE

CASE# _____

SUPPLEMENTAL TERMS AND RESPONSIBILITIES AGREEMENT
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM
(TIFMAS) GRANT ASSISTANCE PROGRAM

Mobilization of local resources to respond to statewide emergencies is of great concern. The 81st Texas State Legislature passed Senate Bill 1011 in 2009. The law amended portions of the statute governing the Texas Commission on Fire Protection ("TCFP"). One of the amendments changed the TCFP Fire Department Emergency Program (FDEP). By statute, the Fire Department Emergency Program was abolished effective January 1, 2010 and all funds and loan obligations of the former FDEP were transferred to the Texas A&M Forest Service, a member of The Texas A&M University System and an agency of the State of Texas ("Service"). The Service will use a portion of these funds to acquire fire and rescue apparatus to support the Texas Intrastate Fire Mutual Aid System ("TIFMAS").

Through the TIFMAS Grant Assistance Program (the "TIFMAS Grant Program"), the Service considers applications for participation in the TIFMAS Grant Program and will provide certain response apparatus ("TIFMAS Vehicle(s)") to cooperators in the TIFMAS Grant Program.

In consideration for the provision of TIFMAS Vehicle(s), _____ of _____ County, Texas, ("Cooperator"), agrees to the terms and conditions set forth herein.

This agreement describes the Service's statutorily required administration and the terms and responsibilities of Cooperator related to TIFMAS Vehicle grants under the TIFMAS Grant Program. The terms and responsibilities of Cooperator outlined in this agreement will be in effect for the entire time Cooperator owns the TIFMAS Vehicle. Upon grant award, the following shall apply:

Service Authority and Responsibilities:

1. Service shall provide a standardized TIFMAS Vehicle titled in the name of Cooperator under the following conditions:
    a. TIFMAS Vehicle will be provided under a one-hundred percent grant administered by the Service. The vehicle will be acquired on behalf of the Cooperator from a vendor selected by the Service.
    b. Specifications for TIFMAS Vehicle will be developed by Service.
    c. TIFMAS Vehicle will include loose equipment per Service specifications.

2. Service will perform an inspection after the TIFMAS Vehicle has been purchased and delivered and will document the vehicle on a TIFMAS Vehicle Equipment List, signed by both parties.
3. Service will perform occasional inspections of the TIFMAS Vehicle to ensure the Cooperator is fulfilling its obligations in accordance with this agreement.

Cooperator Responsibilities:

1. Cooperator shall take possession of TIFMAS Vehicle at a time and location mutually decided on by Service and Cooperator.
2. Cooperator shall facilitate an initial inspection of the TIFMAS Vehicle by the Service and sign the TIFMAS Equipment Vehicle List provided by Service.
3. Cooperator may add additional loose equipment to the TIFMAS Vehicle, but may not alter or change the original specification of the TIFMAS Vehicle. All additional loose equipment added by Cooperator shall remain the property and responsibility of the Cooperator.
4. Cooperator may use the TIFMAS Vehicle only for the following:
    a. Local and Regional Mutual Aid Incidents.
    b. Local/Regional Multiple Alarm Incidents.
    c. Emergency events threatening properties vital to National Defense, Critical Infrastructure or Important Military Installations.
    d. Local community events (parades, displays).
    e. Training of firefighters.
    f. Temporary standby for Cooperator's regular apparatus while out of service for repairs. Cooperator shall notify the Service if the standby period is expected to exceed 90 days.
5. Cooperator shall house, maintain, operate, and repair the TIFMAS Vehicle in order to ensure a high state of readiness at all times.
    a. Cooperator shall house the TIFMAS Vehicle on the property of the Cooperator and Cooperator shall provide reasonable protection against weather, vandalism, theft, or damage.
    b. Cooperator is responsible for all costs of operating, maintaining, and repairing the TIFMAS Vehicle.
6. Cooperator shall staff TIFMAS Vehicle with trained and qualified personnel when dispatched to any regional or statewide assignment, and shall provide for personnel rotation or replacement when the TIFMAS Vehicle is needed on assignments of extended duration.
7. Cooperator shall carry vehicle liability insurance for the TIFMAS Vehicle and provide proof of insurance coverage to the Service annually. The insurance

liability limits must be equal to or greater than the State of Texas minimum amounts.

8. Cooperator shall operate and maintain each TIFMAS Vehicle in a roadworthy and legal condition, with a current state inspection decal, and within the posted Gross Vehicle Weight Rating (GVWR) of the chassis as stated by the manufacturer.
9. Cooperator shall notify the Service if the TIFMAS Vehicle is not available and cannot respond to a TIFMAS authorized deployment.

General Provisions:

1. The TIFMAS Vehicle will be titled in the name of the Cooperator.
2. ***Service provides the TIFMAS Vehicle "as is" and disclaims any implied warranties, including any warranty of merchantability or fitness for a particular purpose.***
3. Cooperator grants the Service a first-priority security interest in the TIFMAS Vehicle and all equipment provided with the TIFMAS Vehicle and all related proceeds, including insurance payments.
4. If the Cooperator does not fulfill its obligations under the TIFMAS Grant Program, upon written demand from the Service, Cooperator shall immediately deliver the TIFMAS Vehicle and transfer its title to another fire department of the Service's choice. Cooperator shall promptly execute all title transfer documents and perform any other acts deemed necessary by the Service to transfer title to the TIFMAS Vehicle. If Cooperator fails to deliver the TIFMAS Vehicle as provided in this Agreement, the Service may, in addition to any other remedies provided by law, enter onto Cooperator's premises where the TIFMAS Vehicle is located and take possession of the TIFMAS Vehicle.
5. The Service shall have the right to inspect the TIFMAS Vehicle at any time.
6. Deployment and reimbursement for use of TIFMAS Vehicle under a TIFMAS deployment shall be in accordance with Appendix 6 – Annex F of the State of Texas Emergency Management Plan. There are no provisions for reimbursement from the Service to the Cooperator on any mutual aid assignment.
7. Cooperator may not assign, pledge, encumber, or hypothecate the TIFMAS Vehicle or grant any other security interest in the TIFMAS Vehicle.
8. If the Cooperator chooses to end its participation in the TIFMAS Grant Program, Cooperator shall give Service 14-days prior written notice. Upon termination of its participation, all TIFMAS Vehicles, equipment, and titles will be transferred to another fire department of the Service's choice. Cooperator shall not alter the TIFMAS Vehicle in any way prior to transferring the TIFMAS Vehicle. The Cooperator will be liable for all loss of or damage to the TIFMAS Vehicle, normal wear and tear excepted.

9. The primary points of contact for each party shall be as follows:

Cooperator	Service
	Texas A&M Forest Service P.O. Box 310 Lufkin, TX 75901 Attn: Emergency Services Grants Unit Tel: (936) 639-8130 Fax: (936) 639-8138

Contracting parties shall notify each other of any changes in the above. Any notices regarding violations or termination shall be made in writing to the point of contact.

10. Performance by the Service under this agreement is dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the Service shall issue written notice to Cooperator and the Service may terminate this Agreement without further duty or obligation. Cooperator acknowledges that appropriation of funds is beyond the control of the Service.

11. Cooperator understands that pursuant to Section 51.9335(c) of the *Texas Education Code*, the state auditor may audit purchases of goods or services by an institution of higher education or by a component thereof that purchases goods and services. Cooperator shall cooperate with the state auditor in the conduct of an audit or investigation, including without limitation, providing all records requested.

12. Cooperator expressly acknowledges that the Service is an agency of the State of Texas and nothing in this Agreement waives or relinquishes by the Service of its right to claim such exemptions, privileges, and immunities as may be provided by law.

13. Cooperator shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 to attempt to resolve any claim for breach of contract made by Cooperator that cannot be resolved in the ordinary course of business. Cooperator shall submit written notice of a claim of breach of contract under this Chapter to the Associate Director for Finance and Administration of the Service, who shall examine Cooperator's claim and any counterclaim and negotiate with Cooperator in an effort to resolve the claim.

Acceptance of Terms and Responsibilities

Cooperator

_____
Signature

_____
Title (Please Print)

_____
Date

AGENDA ITEM #14.

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: **February 5, 2013**

Subject: **Consider and act upon award of bid to Durable Specialties, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Eldorado Parkway at Wal-Mart Driveway Permanent Traffic Signal Project (Bid No. 1312-025).**

Action Requested: Staff requests that City Council consider and act upon award of bid to Durable Specialties, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $105,000 for the Eldorado Parkway at Wal-Mart Driveway Permanent Traffic Signal Project (Bid No. 1312-025).

Background Information: A total of three responsible bids were opened on January 8, 2013 at 2:05 PM with Durable Specialties, Inc. being the lowest bidder. Award of this bid to Durable Specialties, Inc. will result in the construction of one permanent traffic signal on Eldorado Parkway at the existing Wal-Mart driveway.

A contingency amount of $10,000 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 90 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 a combination of bond funds and escrow money collected as part of the Wal-Mart development.

Legal Review: Standard Construction Services Agreement.

Supporting Documents:

- Location Map
- Bid Totals
- Resolution
- Signed DPO

Staff Recommendation: Staff recommends approving the award of the bid to Durable Specialties, Inc., and approving a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $105,000 for the Eldorado Pkwy at Wal-Mart Driveway Permanent Traffic Signal Project (Bid No. 1312-025). Staff will be available during the meeting to address any questions regarding this agenda item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP

Permanent Traffic Signal Project on Eldorado Parkway at Wal-Mart Driveway



Eldorado Parkway (FM 2934) at Wal-Mart Driveway

BID# 1312-025 TABULATIONS

					Engineer's Estimate		Durable Specialties		Roadway Solutions		Analytical Technology Consultants	
BID ITEM	FRISCO SPEC #	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL	UNIT BID PRICE	TOTAL	UNIT BID PRICE	TOTAL	UNIT BID PRICE	TOTAL
1	017113	MOBILIZATION	LS	1	$ 5,500.00	$ 5,500.00	$ 500.00	$ 500.00	$ 8,280.75	$ 8,280.75	$ 7,200.00	$ 7,200.00
2	347113	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	3	$ 1,100.00	$ 3,300.00	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00	$ 3,685.00	$ 11,055.00
3	033101	DRILLED SHAFT FOUNDATION (36 IN)	LF	26	$ 199.10	$ 5,176.60	$ 180.00	$ 4,680.00	$ 185.00	$ 4,810.00	$ 215.00	$ 5,590.00
4		DRILLED SHAFT FOUNDATION (48 IN)	LF	44	$ 258.13	$ 11,357.54	$ 200.00	$ 8,800.00	$ 225.00	$ 9,900.00	$ 345.00	$ 15,180.00
5	321655	BARRIER FREE RAMP (TY 2)	EA	1	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 2,000.00	$ 2,000.00
6		BARRIER FREE RAMP (TY 7)	EA	2	$ 1,650.00	$ 3,300.00	$ 1,100.00	$ 2,200.00	$ 1,100.00	$ 2,200.00	$ 1,750.00	$ 3,500.00
7		BARRIER FREE RAMP (TY 6)	EA	1	$ 1,100.00	$ 1,100.00	$ 1,200.00	$ 1,200.00	$ 1,100.00	$ 1,100.00	$ 1,750.00	$ 1,750.00
8		BARRIER FREE RAMP (TY 21)	EA	2	$ 1,760.00	$ 3,520.00	$ 1,100.00	$ 2,200.00	$ 1,100.00	$ 2,200.00	$ 1,750.00	$ 3,500.00
9	321650	REINFORCED CONCRETE SIDEWALK (5")	SY	33	$ 49.50	$ 1,633.50	$ 130.00	$ 4,290.00	$ 175.00	$ 5,775.00	$ 76.35	$ 2,519.55
10	270500	CONDUIT (2") (TRENCH)	LF	35	$ 5.81	$ 203.28	$ 8.00	$ 280.00	$ 4.00	$ 140.00	$ 6.10	$ 213.50
11		CONDUIT (2") (BORE)	LF	395	$ 13.20	$ 5,214.00	$ 8.00	$ 3,160.00	$ 12.00	$ 4,740.00	$ 16.25	$ 6,418.75
12		CONDUIT (3") (TRENCH)	LF	150	$ 9.90	$ 1,485.00	$ 9.00	$ 1,350.00	$ 5.00	$ 750.00	$ 7.25	$ 1,087.50
13		CONDUIT (4") (TRENCH)	LF	70	$ 7.70	$ 539.00	$ 10.00	$ 700.00	$ 7.00	$ 490.00	$ 8.35	$ 584.50
14		CONDUIT (4") (BORE)	LF	395	$ 16.50	$ 6,517.50	$ 15.00	$ 5,925.00	$ 21.00	$ 8,295.00	$ 20.45	$ 8,077.75
15	260500	ELECTRICAL CONDUCTOR (NO. 6) BARE	LF	1,045	$ 1.10	$ 1,149.50	$ 1.00	$ 1,045.00	$ 0.65	$ 679.25	$ 1.18	$ 1,233.10
16		ELECTRICAL CONDUCTOR (NO. 8) INSULATED	LF	990	$ 1.07	$ 1,056.33	$ 1.00	$ 990.00	$ 0.60	$ 594.00	$ 1.45	$ 1,435.50
17		ELECTRICAL CONDUCTOR (NO. 12) INSULATED	LF	560	$ 1.01	$ 566.72	$ 1.00	$ 560.00	$ 0.35	$ 196.00	$ 0.09	$ 47.60
18	344135	GROUND BOX TY C (162911) W/APRON	EA	4	$ 607.51	$ 2,430.03	$ 660.00	$ 2,640.00	$ 500.00	$ 2,000.00	$ 765.00	$ 3,060.00
19	344113	INSTALLATION OF HWY TRAFFIC SIGNAL	EA	1	$ 12,100.00	$ 12,100.00	$ 19,600.00	$ 19,600.00	$ 13,250.00	$ 13,250.00	$ 26,545.00	$ 26,545.00
20		PEDESTAL POLE ASSEMBLY	EA	4	$ 2,006.40	$ 8,025.60	$ 1,200.00	$ 4,800.00	$ 1,400.00	$ 5,600.00	$ 1,565.00	$ 6,260.00
21		APS PED DETECT (2" PUSH BUTTON) & PUSH BUTTON SIGN	EA	8	$ 160.00	$ 1,280.00	$ 1,000.00	$ 8,000.00	$ 1,300.00	$ 10,400.00	$ 214.00	$ 1,712.00
22	321723	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	120	$ 2.20	$ 264.00	$ 0.60	$ 72.00	$ 0.65	$ 78.00	$ 1.10	$ 132.00
23		REFL PAV MRK TY I (W) 6" (SLD) (100 MIL)	LF	200	$ 1.10	$ 220.00	$ 0.80	$ 160.00	$ 1.00	$ 200.00	$ 1.21	$ 242.00
24		REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	655	$ 3.30	$ 2,161.50	$ 3.00	$ 1,965.00	$ 4.25	$ 2,783.75	$ 2.80	$ 1,834.00
25		REFL PAV MRK TY I (W) 24"(SLD) (100MIL)	LF	165	$ 6.60	$ 1,089.00	$ 7.00	$ 1,155.00	$ 7.00	$ 1,155.00	$ 6.04	$ 996.60
26		REFL PAV MRK TY I(W)(DBL ARROW) (100MIL)	EA	1	$ 247.50	$ 247.50	$ 175.00	$ 175.00	$ 185.00	$ 185.00	$ 165.00	$ 165.00
27		REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	10	$ 121.00	$ 1,210.00	$ 80.00	$ 800.00	$ 110.00	$ 1,100.00	$ 110.00	$ 1,100.00
28		REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	6	$ 148.50	$ 891.00	$ 100.00	$ 600.00	$ 115.00	$ 690.00	$ 122.00	$ 732.00
29		REFL PAV MRK TY II (W) 4" (SLD) (100 MIL)	LF	120	$ 0.28	$ 33.00	$ 0.20	$ 24.00	$ 0.30	$ 36.00	$ 0.22	$ 26.40
30		REFL PAV MRK TY II (W) 6" (SLD) (100 MIL)	LF	200	$ 0.39	$ 77.00	$ 0.20	$ 40.00	$ 0.40	$ 80.00	$ 0.28	$ 56.00
31		REF PAV MRK TY II (W) 12" (SLD) (100 MIL)	LF	655	$ 0.83	$ 540.38	$ 1.00	$ 655.00	$ 0.90	$ 589.50	$ 0.55	$ 360.25
32		REFL PAV MRK TY II (W) 24" (SLD) (100 MIL)	LF	165	$ 2.20	$ 363.00	$ 2.00	$ 330.00	$ 1.45	$ 239.25	$ 1.10	$ 181.50
33		REFL PAV MRK TY II (W) (ARROW) (100MIL)	EA	10	$ 27.50	$ 275.00	$ 15.00	$ 150.00	$ 30.00	$ 300.00	$ 5.50	$ 55.00
34		REFL PAV MRK TY II (W) (WORD) (100MIL)	EA	6	$ 27.50	$ 165.00	$ 16.00	$ 96.00	$ 30.00	$ 180.00	$ 11.00	$ 66.00
35		PAV SURF PREP FOR MRK (4")	LF	120	$ 0.11	$ 13.20	$ 0.10	$ 12.00	$ 0.15	$ 18.00	$ 0.22	$ 26.40
36		PAV SURF PREP FOR MRK (6")	LF	200	$ 0.33	$ 66.00	$ 0.10	$ 20.00	$ 0.65	$ 130.00	$ 0.28	$ 56.00
37		PAV SURF PREP FOR MRK (12")	LF	655	$ 0.72	$ 468.33	$ 0.20	$ 131.00	$ 0.45	$ 294.75	$ 0.55	$ 360.25
38		PAV SURF PREP FOR MRK (24")	LF	165	$ 1.65	$ 272.25	$ 1.00	$ 165.00	$ 0.75	$ 123.75	$ 1.10	$ 181.50
39		PAV SURF PREP FOR (ARROW) (100MIL)	EA	10	$ 27.50	$ 275.00	$ 10.00	$ 100.00	$ 20.00	$ 200.00	$ 5.50	$ 55.00
40		PAV SURF PREP FOR (W) (WORD) (100MIL)	EA	6	$ 44.00	$ 264.00	$ 16.00	$ 96.00	$ 20.00	$ 120.00	$ 11.00	$ 66.00
41		ELIMINATE PAVEMENT MARKINGS (6")	LF	280	$ 0.44	$ 123.20	$ 1.00	$ 280.00	$ 1.00	$ 280.00	$ 1.10	$ 308.00
42		ELIMINATE PAVEMENT MARKINGS (24")	LF	160	$ 1.38	$ 220.00	$ 3.00	$ 480.00	$ 1.00	$ 160.00	$ 1.37	$ 219.20
43		ELIMINATE PAVEMENT MARKINGS (WORD)	EA	2	$ 49.50	$ 99.00	$ 25.00	$ 50.00	$ 50.00	$ 100.00	$ 11.00	$ 22.00
44		ELIMINATE PAVEMENT MARKINGS (ARROW)	EA	3	$ 49.50	$ 148.50	$ 20.00	$ 60.00	$ 50.00	$ 150.00	$ 11.00	$ 33.00
45	344130	TRAFFIC SIGNAL CABLE (TY A) (5 CONDR)	LF	775	$ 1.43	$ 1,108.25	$ 1.00	$ 775.00	$ 1.20	$ 930.00	$ 1.85	$ 1,433.75
46		TRAFFIC SIGNAL CABLE (TY A) (7 CONDR)	LF	325	$ 1.77	$ 575.58	$ 1.00	$ 325.00	$ 2.00	$ 650.00	$ 2.06	$ 669.50
47		TRAFFIC SIGNAL CABLE (TY A) (10 CONDR)	LF	435	$ 2.53	$ 1,100.55	$ 2.00	$ 870.00	$ 2.20	$ 957.00	$ 2.90	$ 1,261.50
48		TRAFFIC SIGNAL CABLE (TY A) (20 CONDR)	LF	330	$ 4.51	$ 1,488.30	$ 4.00	$ 1,320.00	$ 3.00	$ 990.00	$ 4.70	$ 1,551.00
49		TRAFFIC SIGNAL CABLE (TY A) (25 CONDR)	LF	345	$ 4.37	$ 1,506.62	$ 3.00	$ 1,035.00	$ 4.00	$ 1,380.00	$ 6.40	$ 2,208.00
50	33106	RETAINING WALLS	SF	165	$ 71.50	$ 11,797.50	$ 35.00	$ 5,775.00	$ 100.00	$ 16,500.00	$ 65.00	$ 10,725.00
51		ENFORCEMENT LAMPS (PELCO PART NUMBER SM-0286 or EQUAL)	EA	4	$ 550.00	$ 2,200.00	$ 200.00	$ 800.00	$ 200.00	$ 800.00	$ 325.00	$ 1,300.00
52	344140	REMOVE TEMPORARY SIGNAL	LS	1	$ 27,500.00	$ 27,500.00	$ 964.00	$ 964.00	$ 3,500.00	$ 3,500.00	$ 6,545.00	$ 6,545.00
53		CONTINGENCY	LS	1	$ 11,000.00	$ 11,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
						$ 135,517.25		$ 105,000.00		$ 128,900.00		$ 151,937.60

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 DURABLE SPECIALTIES, INC., FOR THE CONSTRUCTION OF THE ELDORADO PARKWAY AT WAL-MART DRIVEWAY PERMANENT TRAFFIC SIGNAL 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 Durable Specialties, Inc., for the construction of the Eldorado Parkway at Wal-Mart Driveway Permanent Traffic Signal, 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 #15.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

From: **David L. Chacon, P.E., Civil Engineer**

Date: **February 5, 2013**

Subject: **Consider and act upon award of bid to Mario Sinacola & Sons Excavating, Inc. and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Rockhill Parkway (CR 26 to SH 289) (Bid No. 1301-024).**

Action Requested: Consider and act upon award of bid to Mario Sinacola &Sons Excavating, Inc. of Frisco, Texas in the amount of $25,889,655.97 and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Rockhill Parkway (CR 26 to SH 289). (Bid No. 1301-024).

Background Information: The Rockhill Parkway project includes the construction of six lanes of pavement from CR 26 to SH 289. Bridges will be constructed to enable the road to go over the BNSF Railroad and Parvin Branch tributary of Panther Creek. The project includes paving, grading, drainage, water, street lighting, irrigation, and landscaping. The project is defined for accounting tracking purposes into Base Bid A from CR 26 to DNT and Base Bid B from DNT to SH 289. The project will provide infrastructure in anticipation of development for North Central Frisco.

Staff opened seven responsive bids on January 22, 2013, with Mario Sinacola & Sons Excavating, Inc. being the low bidder at $25,889,665.97. Bids ranged from $25,889,665.97 to $29,010,461.82. A contingency amount of $1,800,000 is included in the bid amount, which will be used during the construction phase to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with change order requests negotiated between staff and the contractor as construction progresses.

Construction of this project is expected to begin in March 2013. The contract allows 540 days for completion of the work.

Alternatives: The City Council could consider the following alternatives:

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

Financial Considerations: Funding for the construction of this project will come from the General Obligation Bond Funds and Certificate of Obligations. 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, as approved by the City Attorney.

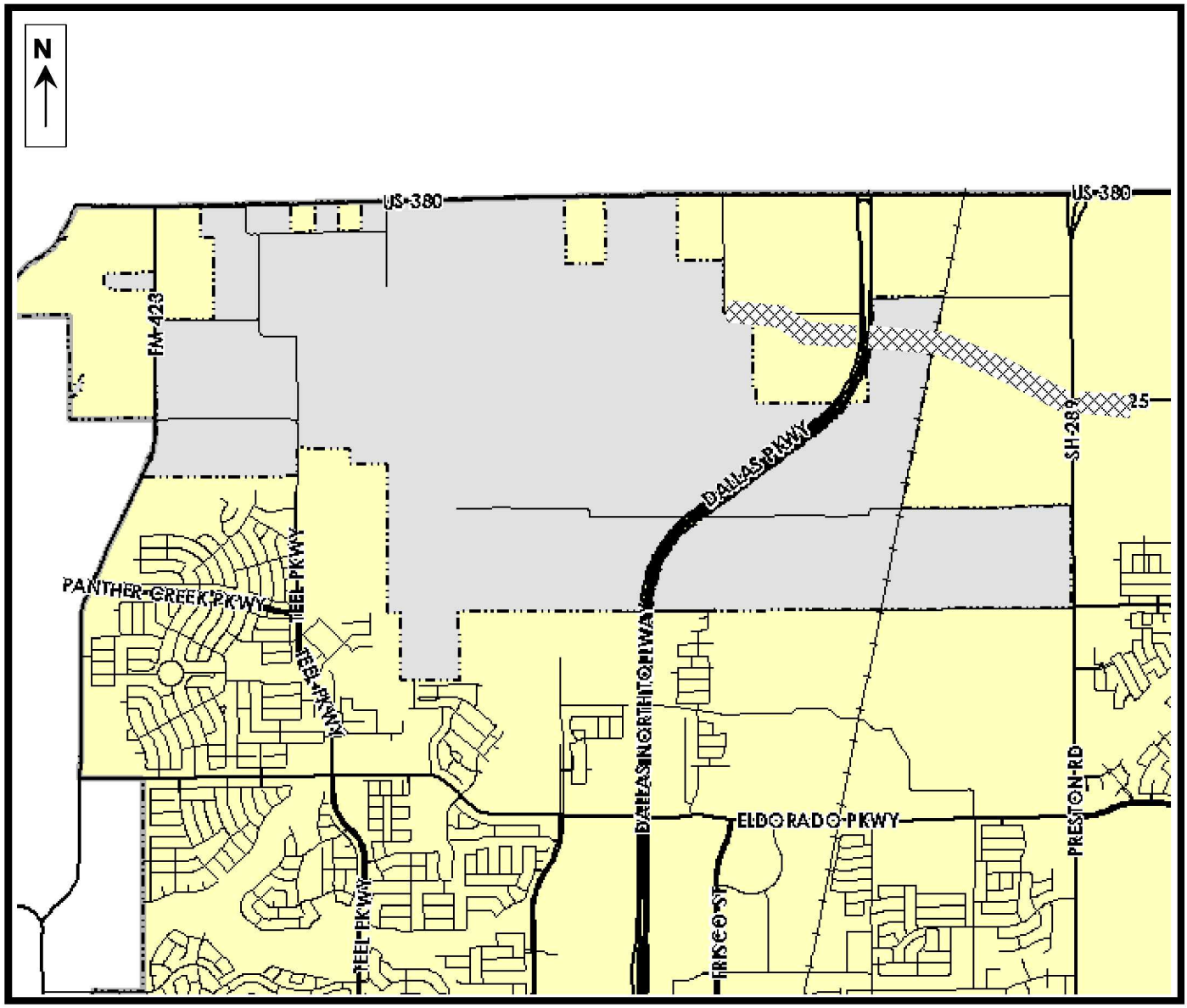
Supporting Documents: Supporting documents include the following items:

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

Staff Recommendation: Staff recommends approval of the award and adoption of the Resolution and authorization of the construction phase contingency. Staff will be available during the meeting to address City Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Rockhill Parkway
CR 26 to SH 289
Construction Services Contract with Mario Sinacola & Sons Excavating, Inc.
February 5, 2013



CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD FORM OF AGREEMENT FOR CONSTRUCTION SERVICES BY AND BETWEEN THE CITY OF FRISCO AND MARIO SINACOLA & SONS EXCAVATING, INC. FOR ROCKHILL PARKWAY (CR 26 TO SH 289); AUTHORIZING CONSTRUCTION PHASE CONTINGENCIES FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Form of Agreement for Construction Services by and between The City of Frisco and Mario Sinacola & Sons Excavating, Inc. for Rockhill Parkway (CR 26 to SH 289), 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 _____day of_____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

STANDARD CONSTRUCTION CONTRACT

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

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

Article I. Work

The CONTRACTOR shall perform all of the Work as specified in the Contract Documents. The Work is generally described as follows: Rockhill Parkway (CR 26 to SH 289)

Plans and specifications prepared by: Kimley-Horn and Associates, Inc.

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

Article II. Contract Documents

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

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of Work listed and referred to in the Contract Documents within 540 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

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

Article V. Debts

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

Article VI. Miscellaneous Provisions

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

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

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

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: L. Nathan Ard

Owner:	**City of Frisco, Texas**
Job No.:	**061173017**
Project:	**Rockhill Parkway (CR 26 to SH 289)**
Date:	**January 22, 2013**

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7	
				Mario Sinacola & Sons Excavating 10950 Research Road Frisco, TX 75034		Lone Star Civil Construction 4320 Windsor Centre Tr. Ste. 500 Flower Mound, TX 75028		Haydon Building Corp. 4640 E. Cotton Gin Loop Phoenix, AZ 85040		Austin Bridge and Road, LP 6330 Commerce Dr. Ste. 150 Irving, TX 75063		Texas Sterling Construction Co. 3475 High River Road Fort Worth, Texas 76155		Ed Bell Construction Company P.O. Box 540787 Dallas, Texas 75354		Tiseo Paving Company P.O. Box 270040 Dallas, Texas 75227	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid A - Street Improvements (Begin to Sta 243+50)																	
P1	MOBILIZATION	1	LS	$5,000.00	$5,000.00	$486,740.16	$486,740.16	$415,000.00	$415,000.00	$650,000.00	$650,000.00	$300,000.00	$300,000.00	$400,000.00	$400,000.00	$517,500.00	$517,500.00
P2	GENERAL SITE PREPARATION	1	LS	$50,000.00	$50,000.00	$99,308.30	$99,308.30	$200,000.00	$200,000.00	$46,000.00	$46,000.00	$200,000.00	$200,000.00	$400,000.00	$400,000.00	$412,500.00	$412,500.00
P3	REMOVE EXISTING CONCRETE PAVEMENT (INCLUDING CURBS)	120	SY	$15.00	$1,800.00	$5.58	$669.60	$22.00	$2,640.00	$24.18	$2,901.60	$24.00	$2,880.00	$9.00	$1,080.00	$15.00	$1,800.00
P4	REMOVE EXISTING INLET OR MANHOLE	2	EA	$500.00	$1,000.00	$394.55	$789.10	$650.00	$1,300.00	$934.75	$1,869.50	$800.00	$1,600.00	$2,000.00	$4,000.00	$260.00	$520.00
P5	EXCAVATION (ROADWAY)	34,000	CY	$3.50	$119,000.00	$4.22	$143,480.00	$3.25	$110,500.00	$4.86	$165,240.00	$3.00	$102,000.00	$15.00	$510,000.00	$5.60	$190,400.00
P6	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	22,000	CY	$1.00	$22,000.00	$5.31	$116,820.00	$1.40	$30,800.00	$2.10	$46,200.00	$3.00	$66,000.00	$3.00	$66,000.00	$1.95	$42,900.00
P7	NOT USED	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
P8	EMBANKMENT (MSE WALL) (DENSITY CONTROL) (TY A SELECT BACKFILL)	1,200	CY	$30.00	$36,000.00	$36.55	$43,860.00	$42.00	$50,400.00	$60.53	$72,636.00	$32.00	$38,400.00	$60.00	$72,000.00	$44.90	$53,880.00
P9	EMBANKMENT (MSE WALL) (DENSITY CONTROL) (TY D SELECT BACKFILL)	600	CY	$30.00	$18,000.00	$36.55	$21,930.00	$42.00	$25,200.00	$61.15	$36,690.00	$32.00	$19,200.00	$60.00	$36,000.00	$51.00	$30,600.00
P10	MOISTURE TREATED SUBGRADE (UP TO 8-FT DEPTH IN CUT AREAS AND HEIGHT OF FILL IN EMBANKMENT AREAS, 8-FT MIN)	42,750	SY	$6.00	$256,500.00	$7.18	$306,945.00	$8.00	$342,000.00	$16.05	$686,137.50	$10.00	$427,500.00	$20.00	$855,000.00	$6.40	$273,600.00
P11	MOISTURE BARRIER (10 MIL POLY SHEETING WITH 8" TOPSOIL)	8,055	SY	$2.00	$16,110.00	$1.63	$13,129.65	$3.45	$27,789.75	$2.38	$19,170.90	$2.50	$20,137.50	$1.50	$12,082.50	$2.65	$21,345.75
P12	12" LIME STABILIZED SUBGRADE @ 11.5% (90#/SY)	42,750	SY	$4.00	$171,000.00	$3.94	$168,435.00	$3.00	$128,250.00	$4.28	$182,970.00	$2.50	$106,875.00	$4.00	$171,000.00	$3.85	$164,587.50
P13	HYDRATED LIME	1,926	TON	$134.00	$258,084.00	$150.70	$290,248.20	$145.00	$279,270.00	$138.00	$265,788.00	$150.00	$288,900.00	$200.00	$385,200.00	$177.00	$340,902.00
P14	9" REINFORCED CONCRETE PAVEMENT W/ 6" MONO CURB (STREET) (CLASS P1 OR P2)	36,200	SY	$30.00	$1,086,000.00	$31.95	$1,156,590.00	$33.00	$1,194,600.00	$31.30	$1,133,060.00	$40.00	$1,448,000.00	$35.00	$1,267,000.00	$30.65	$1,109,530.00
P15	6" REINFORCED CONCRETE PAVEMENT (SIDEWALK) (CLASS A)	5,600	SY	$35.00	$196,000.00	$28.34	$158,704.00	$38.00	$212,800.00	$33.50	$187,600.00	$32.00	$179,200.00	$35.00	$196,000.00	$34.65	$194,040.00
P16	6" REINFORCED CONCRETE PAVEMENT (STAMPED W/ INTEGRAL COLOR) (CLASS A)	130	SY	$70.00	$9,100.00	$69.41	$9,023.30	$94.00	$12,220.00	$64.00	$8,320.00	$65.00	$8,450.00	$80.00	$10,400.00	$82.50	$10,725.00
P17	6" REINFORCED CONCRETE PAVEMENT (DRIVE APPROACH) (CLASS P1 OR P2)	90	SY	$60.00	$5,400.00	$43.26	$3,893.40	$66.00	$5,940.00	$40.00	$3,600.00	$70.00	$6,300.00	$80.00	$7,200.00	$38.50	$3,465.00
P18	REINFORCED CONCRETE STREET HEADER	880	LF	$10.00	$8,800.00	$13.48	$11,862.40	$7.00	$6,160.00	$9.67	$8,509.60	$20.00	$17,600.00	$12.00	$10,560.00	$15.00	$13,200.00
P19	BARRIER FREE RAMP (8' WIDTH)	16	EA	$1,000.00	$16,000.00	$832.39	$13,318.24	$1,400.00	$22,400.00	$950.00	$15,200.00	$1,000.00	$16,000.00	$2,200.00	$35,200.00	$990.00	$15,840.00
P20	BARRIER FREE RAMP (5' WIDTH)	1	EA	$1,000.00	$1,000.00	$706.70	$706.70	$1,400.00	$1,400.00	$750.00	$750.00	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$825.00	$825.00
P21	LANDSCAPE RAMP TO MEDIAN	6	EA	$200.00	$1,200.00	$354.33	$2,125.98	$840.00	$5,040.00	$1,100.00	$6,600.00	$1,000.00	$6,000.00	$1,000.00	$6,000.00	$500.00	$3,000.00
P22	MONOLITHIC MEDIAN NOSE (TY 1)	1	EA	$1,300.00	$1,300.00	$1,346.79	$1,346.79	$1,200.00	$1,200.00	$850.00	$850.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$800.00	$800.00
P23	MONOLITHIC MEDIAN NOSE (TY 2)	12	EA	$1,000.00	$12,000.00	$1,551.74	$18,620.88	$1,300.00	$15,600.00	$1,000.00	$12,000.00	$1,000.00	$12,000.00	$900.00	$10,800.00	$800.00	$9,600.00
P24	PAVERS	2,001	SF	$10.00	$20,010.00	$8.47	$16,948.47	$10.20	$20,410.20	$7.57	$15,147.57	$12.00	$24,012.00	$10.00	$20,010.00	$8.25	$16,508.25
P25	FULL DEPTH SAWCUT	522	LF	$3.00	$1,566.00	$1.72	$897.84	$1.75	$913.50	$2.50	$1,305.00	$4.00	$2,088.00	$10.00	$5,220.00	$3.00	$1,566.00
P26	4" HMAC (TY B) (TRANSITION)	80	TON	$110.00	$8,800.00	$133.14	$10,651.20	$110.00	$8,800.00	$63.50	$5,080.00	$80.00	$6,400.00	$105.00	$8,400.00	$130.00	$10,400.00
P27	2" HMAC (TY D) (TRANSITION)	40	TON	$118.00	$4,720.00	$127.97	$5,118.80	$110.00	$4,400.00	$83.25	$3,330.00	$90.00	$3,600.00	$105.00	$4,200.00	$140.00	$5,600.00
P28	6" CRUSHED STONE (DRIVEWAYS)	330	SY	$9.00	$2,970.00	$9.74	$3,214.20	$15.90	$5,247.00	$17.56	$5,794.80	$17.00	$5,610.00	$11.00	$3,630.00	$10.00	$3,300.00
P29	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	$5,000.00	$5,000.00	$13,083.99	$13,083.99	$25,000.00	$25,000.00	$17,865.00	$17,865.00	$20,000.00	$20,000.00	$100,000.00	$100,000.00	$38,500.00	$38,500.00
P30	REFL PAV MRK TY I (W) 4" BRK	3,290	LF	$0.60	$1,974.00	$1.63	$5,362.70	$1.20	$3,948.00	$0.90	$2,961.00	$0.60	$1,974.00	$0.63	$2,072.70	$0.65	$2,138.50
P31	REFL PAV MRK TY I (W) 4" BRK (PUPPY-TRACK)	130	LF	$0.60	$78.00	$3.25	$422.50	$1.60	$208.00	$3.00	$390.00	$0.60	$78.00	$0.63	$81.90	$0.65	$84.50
P32	REFL PAV MRK TY I (W) 4" SOLID	3,430	LF	$0.60	$2,058.00	$1.25	$4,287.50	$1.15	$3,944.50	$0.90	$3,087.00	$0.60	$2,058.00	$0.63	$2,160.90	$0.65	$2,229.50
P33	REFL PAV MRK TY I (W) 8" SOLID	210	LF	$1.20	$252.00	$3.25	$682.50	$2.25	$472.50	$1.45	$304.50	$1.20	$252.00	$1.26	$264.60	$1.25	$262.50
P34	REFL PAV MRK TY I (W) 12" SOLID	725	LF	$3.50	$2,537.50	$4.61	$3,342.25	$3.40	$2,465.00	$3.00	$2,175.00	$3.50	$2,537.50	$3.68	$2,668.00	$3.65	$2,646.25
P35	REFL PAV MRK TY I (W) 24" SOLID	395	LF	$6.95	$2,745.25	$6.18	$2,441.10	$6.75	$2,666.25	$5.00	$1,975.00	$7.00	$2,765.00	$7.30	$2,883.50	$7.20	$2,844.00
P36	REFL PAV MRK TY I (W) ARROW	16	EA	$100.00	$1,600.00	$140.99	$2,255.84	$110.00	$1,760.00	$110.00	$1,760.00	$100.00	$1,600.00	$105.00	$1,680.00	$103.00	$1,648.00
P37	REFL PAV MRK TY I (W) WORD	8	EA	$110.00	$880.00	$206.06	$1,648.48	$120.00	$960.00	$130.00	$1,040.00	$110.00	$880.00	$115.50	$924.00	$115.00	$920.00
P38	REFL PAV MRK TY I (Y) 4" SOLID	730	LF	$0.60	$438.00	$2.17	$1,584.10	$1.15	$839.50	$0.90	$657.00	$0.60	$438.00	$0.63	$459.90	$0.65	$474.50
P39	REFL PAV MRK TY I (Y) 12" SOLID	150	LF	$3.50	$525.00	$4.61	$691.50	$3.40	$510.00	$3.00	$450.00	$3.50	$525.00	$3.68	$552.00	$3.65	$547.50
P40	TYPE II-C-R 4" RAISED PAVEMENT MARKER	550	EA	$3.50	$1,925.00	$4.33	$2,381.50	$3.80	$2,090.00	$2.75	$1,512.50	$3.50	$1,925.00	$3.68	$2,024.00	$3.65	$2,007.50
P41	TYPE II-A-A 4" RAISED PAVEMENT MARKER	36	EA	$3.50	$126.00	$4.33	$155.88	$3.80	$136.80	$2.75	$99.00	$3.50	$126.00	$3.68	$132.48	$3.65	$131.40
P42	ROAD CLOSED BARRICADE WITH ROCK RIPRAP	3	EA	$3,814.95	$11,444.85	$1,110.26	$3,330.78	$4,800.00	$14,400.00	$2,987.37	$8,962.11	$1,000.00	$3,000.00	$1,575.00	$4,725.00	$3,915.00	$11,745.00
P43	REMOVE AND RELOCATE EXISTING SIGNAGE ON NEW SIGN POST ASSEMBLY	3	EA	$275.00	$825.00	$504.30	$1,512.90	$430.00	$1,290.00	$395.00	$1,185.00	$500.00	$1,500.00	$488.25	$1,464.75	$260.00	$780.00
P44	FURNISH AND INSTALL NEW SIGN AND SIGN POST ASSEMBLY	36	EA	$350.00	$12,600.00	$395.85	$14,250.60	$430.00	$15,480.00	$395.00	$14,220.00	$350.00	$12,600.00	$383.25	$13,797.00	$260.00	$9,360.00
P45	TEMP CONSTRUCTION FENCING (ORANGE) (5-FT METAL T POST @ 10-FT SPACING)	4,600	LF	$1.45	$6,670.00	$0.92	$4,232.00	$2.35	$10,810.00	$2.00	$9,200.00	$2.00	$9,200.00	$2.26	$10,396.00	$1.55	$7,130.00
P46	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$4,832.59	$4,832.59	$867.61	$867.61	$350.00	$350.00	$3,448.00	$3,448.00	$3,000.00	$3,000.00	$50,000.00	$50,000.00	$3,100.00	$3,100.00
P47	SWPPP - SILT FENCE (INSTALL/MAINTAIN/REMOVE)	3,800	LF	$1.19	$4,522.00	$1.29	$4,902.00	$1.45	$5,510.00	$1.85	$7,030.00	$2.00	$7,600.00	$1.58	$6,004.00	$1.40	$5,320.00
P48	SWPPP - INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	34	EA	$55.00	$1,870.00	$59.65	$2,028.10	$76.00	$2,584.00	$125.00	$4,250.00	$100.00	$3,400.00	$78.75	$2,677.50	$130.00	$4,420.00
P49	SWPPP - ROCK FILTER DAM (INSTALL/MAINTAIN/REMOVE)	100	LF	$18.50	$1,850.00	$20.06	$2,006.00	$25.00	$2,500.00	$32.00	$3,200.00	$25.00	$2,500.00	$42.00	$4,200.00	$33.00	$3,300.00
P50	4" TOPSOIL	22,025	SY	$0.40	$8,810.00	$1.53	$33,698.25	$1.80	$39,645.00	$0.65	$14,316.25	$2.60	$57,265.00	$1.00	$22,025.00	$0.01	$220.25
P51	SOD (MEDIANS) (ROLL MIN. 24" WIDE)	5,420	SY	$1.84	$9,972.80	$2.52	$13,658.40	$2.00	$10,840.00	$2.13	$11,544.60	$3.00	$16,260.00	$3.50	$18,970.00	$4.85	$26,287.00
P52	SOD (PARKWAYS) (ROLL MIN. 24" WIDE)	4,130	SY	$1.84	$7,599.20	$2.52	$10,407.60	$2.00	$8,260.00	$2.13	$8,796.90	$3.00	$12,390.00	$3.50	$14,455.00	$4.85	$20,030.50
P53	HYDRAULIC-MULCH OR SEED	34,500	SY	$0.31	$10,695.00	$1.43	$49,335.00	$0.35	$12,075.00	$1.09	$37,605.00	$0.50	$17,250.00	$1.00	$34,500.00	$0.95	$32,775.00
P54	PROJECT SIGN	2	EA	$500.00	$1,000.00	$379.58	$759.16	$400.00	$800.00	$325.00	$650.00	$350.00	$700.00	$341.25	$682.50	$500.00	$1,000.00
P55	DRILL SHAFT (18")	272	LF	$26.00	$7,072.00	$32.63	$8,875.36	$42.00	$11,424.00	$26.91	$7,319.52	$32.00	$8,704.00	$40.00	$10,880.00	$76.50	$20,808.00
P56	DRILL SHAFT (36")	2,352	LF	$86.00	$202,272.00	$88.75	$208,740.00	$90.00	$211,680.00	$86.11	$202,530.72	$80.00	$188,160.00	$100.00	$235,200.00	$153.00	$359,856.00
P57	CL C CONC (ABUT)	129	CY	$735.00	$94,815.00	$557.30	$71,891.70	$560.00	$72,240.00	$626.89	$80,868.81	$550.00	$70,950.00	$500.00	$64,500.00	$816.00	$105,264.00
P58	CL C CONC (BENT)	279	CY	$785.00	$219,015.00	$682.27	$190,353.33	$750.00	$209,250.00	$629.84	$175,725.36	$550.00	$153,450.00	$500.00	$139,500.00	$867.00	$241,893.00
P59	CL S CONC (APPR SLAB)	259	CY	$363.00	$94,017.00	$316.04	$81,854.36	$340.00	$88,060.00	$333.17	$86,291.03	$350.00	$90,650.00	$300.00	$77,700.00	$408.00	$105,672.00
P60	REINF CONC SLAB	43,596	SF	$17.00	$741,132.00	$13.97	$609,036.12	$13.00	$566,748.00	$11.81	$514,868.76	$15.50	$675,738.00	$12.00	$523,152.00	$14.30	$623,422.80
P61	RETAINING WALL (MSE)	6,264	SF	$33.50	$209,844.00	$30.93	$193,745.52	$29.00	$181,656.00	$27.96	$175,141.44	$25.00	$156,600.00	$30.00	$187,920.00	$46.92	$293,906.88
P62	PRESTR CONC I-GIRDER (TX34)	5,795	LF	$138.00	$799,710.00	$158.10	$916,189.50	$165.00	$956,175.00	$147.05	$852,154.75	$140.00	$811,300.00	$150.00	$869,250.00	$168.30	$975,298.50
P63	CONC SURF TREAT (CLASS II)	5,285	SY	$3.50	$18,497.50	$3.25	$17,176.25	$4.00	$21,140.00	$2.96	$15,643.60	$1.00	$5,285.00	$4.00	$21,140.00	$5.10	$26,953.50
P64	RIPRAP (CONC) (5 IN)	228	CY	$400.00	$91,200.00	$269.84	$61,523.52	$300.00	$68,400.00	$383.22	$87,374.16	$300.00	$68,400.00	$300.00	$68,400.00	$408.00	$93,024.00
P65	STRUCTURAL STEEL (MISC NON-BRIDGE)	1,223	LB	$10.00	$12,230.00	$8.46	$10,346.58	$3.95	$4,830.85	$11.13	$13,611.99	$12.00	$14,676.00	$10.00	$12,230.00	$15.30	$18,711.90
P66	RAIL (TY 221) (ON BRIDGE) (FORMLINER) (MOD)	1,805	LF	$128.00	$231,040.00	$81.93	$147,883.65	$69.00	$124,545.00	$90.14	$162,702.70	$80.00	$144,400.00	$80.00	$144,400.00	$61.20	$110,466.00
P67	RAIL (TY T221) (ON RETAINING WALL) (FORMLINER) (MOD)	620	LF	$110.00	$68,200.00	$65.36	$40,523.20	$57.00	$35,340.00	$90.90	$56,358.00	$80.00	$49,600.00	$80.00	$49,600.00	$61.20	$37,944.00
P68	PED RAIL (UP TO 10-FT) WITH COLUMNS (FORMLINER)	815	LF	$320.00	$260,800.00	$281.07	$229,072.05	$280.00	$228,200.00	$255.94	$208,591.10	$300.00	$244,500.00	$250.00	$203,750.00	$280.50	$228,607.50
P69	SEALED EXP JT (4") (SEJ-A)	365	LF	$102.00	$37,230.00	$74.40	$27,156.00	$92.00	$33,580.00	$106.97	$39,044.05	$125.00	$45,625.00	$100.00	$36,500.00	$86.70	$31,645.50
P70	MTL W-BEAM GD FEN (CL A) (TY I) (STEEL POST)	100	LF	$17.00	$1,700.00	$18.44	$1,844.00	$18.40	$1,840.00	$17.00	$1,700.00	$17.00	$1,700.00	$18.90	$1,890.00	$17.55	$1,755.00
P71	MTL BEAM GD FEN TRANS (THRIE-BEAM)	4	EA	$1,500.00	$6,000.00	$1,572.54	$6,290.16	$1,900.00	$7,600.00	$1,500.00	$6,000.00	$1,500.00	$6,000.00	$1,590.75	$6,363.00	$1,550.00	$6,200.00
P72	GDRAIL END TREATMENT (INSTALL)	4	EA	$1,950.00	$7,800.00	$1,897.89	$7,591.56	$1,900.00	$7,600.00	$1,950.00	$7,800.00	$8.00	$32.00	$2,073.75	$8,295.00	$2,010.00	$8,040.00
P73	PERM WIRE FENCE (TY C) (WITH GATES)	180	LF	$8.00	$1,440.00	$8.68	$1,562.40	$8.65	$1,557.00	$26.90	$4,842.00	$4.70	$846.00	$8.40	$1,512.00	$8.25	$1,485.00
P74	PERM WIRE FENCE (TY D) (WITH GATES)	1,085	LF	$4.70	$5,099.50	$5.10	$5,533.50	$5.10	$5,533.50	$9.36	$10,155.60	$18.50	$20,072.50	$4.94	$5,359.90	$4.85	$5,262.25
TOTAL AMOUNT BID - BASE BID A - STREET IMPROVEMENTS					**$5,541,304.19**		**$6,121,894.21**		**$6,137,224.35**		**$6,450,157.92**		**$6,249,264.50**		**$7,467,025.13**		**$6,925,052.23**
Base Bid A - Storm System Improvements (Begin to Sta 243+50)																	
D1	18" RCP CLASS III	1,947	LF	$43.00	$83,721.00	$41.56	$80,917.32	$55.00	$107,085.00	$41.42	$80,644.74	$46.00	$89,562.00	$38.85	$75,640.95	$38.15	$74,278.05
D2	24" RCP CLASS III	336	LF	$57.00	$19,152.00	$48.45	$16,279.20	$68.00	$22,848.00	$52.92	$17,781.12	$58.00	$19,488.00	$47.25	$15,876.00	$48.95	$16,447.20
D3	30" RCP CLASS III	863	LF	$59.00	$50,917.00	$57.65	$49,751.95	$73.00	$62,999.00	$77.65	$67,011.95	$65.00	$56,095.00	$59.85	$51,650.55	$59.75	$51,564.25
D4	42" RCP CLASS III	620	LF	$96.00	$59,520.00	$97.88	$60,685.60	$110.00	$68,200.00	$117.15	$72,633.00	$114.00	$70,680.00	$96.60	$59,892.00	$103.00	$63,860.00
D5	48" RCP CLASS III	1,260	LF	$114.00	$143,640.00	$117.32	$147,823.20	$130.00	$163,800.00	$131.92	$166,219.20	$128.00	$161,280.00	$114.45	$144,207.00	$123.60	$155,736.00
D6	54" RCP CLASS III	232	LF	$148.00	$34,336.00	$151.48	$35,143.36	$170.00	$39,440.00	$160.92	$37,333.44	$169.65	$39,358.80	$139.65	$32,398.80	$157.60	$36,563.20
D7	10' RECESSED CURB INLET (CAST-IN-PLACE ONLY)	11	EA	$2,550.00	$28,050.00	$2,936.94	$32,306.34	$3,500.00	$38,500.00	$5,155.54	$56,710.94	$2,500.00	$27,500.00	$2,887.50	$31,762.50	$2,900.00	$31,900.00
D8	15' RECESSED CURB INLET (CAST-IN-PLACE ONLY)	13	EA	$2,950.00	$38,350.00	$3,798.98	$49,386.74	$4,500.00	$58,500.00	$6,505.31	$84,569.03	$3,600.00	$46,800.00	$3,570.00	$46,410.00	$3,815.00	$49,595.00
D9	20' RECESSED CURB INLET (CAST-IN-PLACE ONLY)	2	EA	$3,450.00	$6,900.00	$4,402.91	$8,805.82	$5,200.00	$10,400.00	$8,173.75	$16,347.50	$4,000.00	$8,000.00	$4,935.00	$9,870.00	$5,075.00	$10,150.00
D10	15' STANDARD CURB INLET (CAST-IN-PLACE ONLY)	1	EA	$2,950.00	$2,950.00	$3,821.40	$3,821.40	$4,600.00	$4,600.00	$6,952.71	$6,952.71	$3,600.00	$3,600.00	$3,255.00	$3,255.00	$3,755.00	$3,755.00
D11	4' X 4' DROP INLET (TY H) (TXDOT) (CAST-IN-PLACE ONLY)	5	EA	$3,000.00	$15,000.00	$2,924.71	$14,623.55	$9,500.00	$47,500.00	$6,111.53	$30,557.65	$2,800.00	$14,000.00	$3,150.00	$15,750.00	$3,456.00	$17,280.00
D12	4' MANHOLE (TY M) (TXDOT) (CAST-IN-PLACE ONLY)	3	EA	$4,625.00	$13,875.00	$3,091.35	$9,274.05	$9,500.00	$28,500.00	$7,779.97	$23,339.91	$2,800.00	$8,400.00	$3,360.00	$10,080.00	$3,910.00	$11,730.00
D13	4' DROP MANHOLE (TY M) (TXDOT) (CAST-IN-PLACE ONLY)	2	EA	$7,100.00	$14,200.00	$3,296.76	$6,593.52	$11,500.00	$23,000.00	$7,222.56	$14,445.12	$2,900.00	$5,800.00	$4,830.00	$9,660.00	$5,155.15	$10,310.30
D14	5' MANHOLE (TY M) (TXDOT) (CAST-IN-PLACE ONLY)	5	EA	$5,100.00	$25,500.00	$3,544.95	$17,724.75	$10,500.00	$52,500.00	$10,723.07	$53,615.35	$3,200.00	$16,000.00	$4,200.00	$21,000.00	$4,575.00	$22,875.00
D15	6' MANHOLE (TY M) (TXDOT) (CAST-IN-PLACE ONLY)	1	EA	$4,825.00	$4,825.00	$3,667.94	$3,667.94	$3,500.00	$3,500.00	$10,842.19	$10,842.19	$3,200.00	$3,200.00	$4,725.00	$4,725.00	$8,755.00	$8,755.00
D16	SPECIALIZED EXCAVATION WORK (ORIGINAL) (DENSITY CONTROL)	1	LS	$5,000.00	$5,000.00	$6,983.00	$6,983.00	$50,000.00	$50,000.00	$10,945.13	$10,945.13	$7.00	$7.00	$10,000.00	$10,000.00	$29,000.00	$29,000.00

Packet Page -93-

AGENDA ITEM #15.

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: L. Nathan Ard

Owner:	**City of Frisco, Texas**
Job No.:	**061173017**
Project:	**Rockhill Parkway (CR 26 to SH 289)**
Date:	**January 22, 2013**

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7	
				Mario Sinacola & Sons Excavating 10950 Research Road Frisco, TX 75034		Lone Star Civil Construction 4320 Windsor Centre Tr. Ste. 500 Flower Mound, TX 75028		Haydon Building Corp. 4640 E. Cotton Gin Loop Phoenix, AZ 85040		Austin Bridge and Road, LP 6330 Commerce Dr. Ste. 150 Irving, TX 75063		Texas Sterling Construction Co. 3475 High River Road Fort Worth, Texas 76155		Ed Bell Construction Company P.O. Box 540787 Dallas, Texas 75354		Tiseo Paving Company P.O. Box 270040 Dallas, Texas 75227	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
D17	TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	5,258	LF	$2.00	$10,516.00	$1.19	$6,257.02	$1.50	$7,887.00	$1.01	$5,310.58	$1.00	$5,258.00	$0.11	$578.38	$1.05	$5,520.90
TOTAL AMOUNT BID - BASE BID A - STORM SYSTEM IMPROVEMENTS					**$556,452.00**		**$550,044.76**		**$789,259.00**		**$755,259.56**		**$575,028.80**		**$542,756.18**		**$599,319.90**
Base Bid A - Water System Improvements (Begin to Sta 243+50)																	
W1	24" PVC PIPE (AWWA, C905, DR-21)	3,515	LF	$114.00	$400,710.00	$93.81	$329,742.15	$80.00	$281,200.00	$122.45	$430,411.75	$85.00	$298,775.00	$98.40	$345,876.00	$92.70	$325,840.50
W2	12" PVC PIPE (AWWA, C900, DR-18)	448	LF	$73.00	$32,704.00	$47.49	$21,275.52	$50.00	$22,400.00	$61.22	$27,426.56	$65.00	$29,120.00	$40.45	$18,121.60	$38.15	$17,091.20
W3	24" RESTRAINED DUCTILE IRON CLASS 150 WATER PIPE	327	LF	$113.00	$36,951.00	$188.32	$61,580.64	$150.00	$49,050.00	$142.86	$46,715.22	$160.00	$52,320.00	$142.14	$46,479.78	$134.00	$43,818.00
W4	36" STEEL CASING PIPE INSTALLED BY OPEN CUT	215	LF	$253.00	$54,395.00	$277.21	$59,600.15	$180.00	$38,700.00	$153.06	$32,907.90	$185.00	$39,775.00	$213.21	$45,840.15	$201.00	$43,215.00
W5	20" STEEL CASING PIPE INSTALLED BY OPEN CUT	235	LF	$128.00	$30,080.00	$102.14	$24,002.90	$110.00	$25,850.00	$66.33	$15,587.55	$100.00	$23,500.00	$119.18	$28,007.30	$112.30	$26,390.50
W6	BLOWOFF VALVE	1	EA	$4,750.00	$4,750.00	$3,574.85	$3,574.85	$3,500.00	$3,500.00	$3,061.22	$3,061.22	$4,000.00	$4,000.00	$5,636.36	$5,636.36	$5,310.00	$5,310.00
W7	24" BUTTERFLY VALVE (CL 250)	9	EA	$9,600.00	$86,400.00	$8,255.68	$74,301.12	$5,600.00	$50,400.00	$5,867.35	$52,806.15	$7,500.00	$67,500.00	$11,535.12	$103,816.08	$10,900.00	$98,100.00
W8	12" GATE VALVE (AWWA C515 OR C509)	10	EA	$2,000.00	$20,000.00	$2,329.80	$23,298.00	$2,300.00	$23,000.00	$2,040.82	$20,408.20	$2,200.00	$22,000.00	$2,214.09	$22,140.90	$2,100.00	$21,000.00
W9	2" AIR RELEASE VALVE	1	EA	$12,000.00	$12,000.00	$7,222.98	$7,222.98	$4,500.00	$4,500.00	$7,653.06	$7,653.06	$14,000.00	$14,000.00	$9,293.70	$9,293.70	$8,755.00	$8,755.00
W10	AUTOMATIC FLUSH DEVICE	1	EA	$7,156.00	$7,156.00	$9,615.80	$9,615.80	$8,100.00	$8,100.00	$8,163.27	$8,163.27	$20,000.00	$20,000.00	$10,113.73	$10,113.73	$9,530.00	$9,530.00
W11	FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE	9	EA	$4,400.00	$39,600.00	$5,075.68	$45,681.12	$4,300.00	$38,700.00	$3,571.43	$32,142.87	$4,000.00	$36,000.00	$4,373.51	$39,361.59	$4,120.00	$37,080.00
W12	2" IRRIGATION SERVICE CONNECTION	1	EA	$2,500.00	$2,500.00	$2,489.54	$2,489.54	$3,800.00	$3,800.00	$2,551.02	$2,551.02	$2,000.00	$2,000.00	$1,984.48	$1,984.48	$1,870.00	$1,870.00
W13	DUCTILE IRON FITTING	14	TON	$3,750.00	$52,500.00	$12,506.43	$175,090.02	$4,100.00	$57,400.00	$2,040.82	$28,571.48	$2,500.00	$35,000.00	$4,920.19	$68,882.66	$4,635.00	$64,890.00
W14	TRENCH EXCAVATION PROTECTION (WATER SYSTEM)	1,225	LF	$1.00	$1,225.00	$1.09	$1,335.25	$6.60	$8,085.00	$14.29	$17,505.25	$0.50	$612.50	$1.09	$1,335.25	$1.05	$1,286.25
TOTAL AMOUNT BID - BASE BID A - WATER SYSTEM IMPROVEMENTS					**$780,971.00**		**$838,810.04**		**$614,685.00**		**$725,911.50**		**$644,602.50**		**$746,889.58**		**$704,176.45**
Base Bid A - Illumination Improvements (Begin to Sta 243+50)																	
S1	DRILL SHAFT (RDWY ILL POLE) (8 FEET LN X 30 INCHES DIA)	160	LF	$88.55	$14,168.00	$95.98	$15,356.80	$95.00	$15,200.00	$88.50	$14,160.00	$80.00	$12,800.00	$120.75	$19,320.00	$120.00	$19,200.00
S2	CONDT (PVC) (SCHD 40) (2")	4,460	LF	$4.00	$17,840.00	$4.34	$19,356.40	$4.35	$19,401.00	$4.00	$17,840.00	$4.00	$17,840.00	$5.25	$23,415.00	$5.15	$22,969.00
S3	CONDT (PVC) (SCHD 80) (2")	40	LF	$8.00	$320.00	$8.68	$347.20	$8.65	$346.00	$8.00	$320.00	$8.00	$320.00	$5.04	$201.60	$4.95	$198.00
S4	CONDT (PVC) (SCHD 40) (2") (BORE)	55	LF	$11.00	$605.00	$11.93	$656.15	$12.00	$660.00	$11.00	$605.00	$11.00	$605.00	$13.65	$750.75	$13.40	$737.00
S5	MULTI-DUCT CONDUIT SYSTEM (PVC) - 4" FIBER	3,300	LF	$13.00	$42,900.00	$14.10	$46,530.00	$14.00	$46,200.00	$13.00	$42,900.00	$13.00	$42,900.00	$10.76	$35,508.00	$10.60	$34,980.00
S6	MULTI-DUCT CONDUIT SYSTEM (PVC) - 4" BORE FIBER	85	LF	$30.00	$2,550.00	$32.54	$2,765.90	$32.00	$2,720.00	$30.00	$2,550.00	$30.00	$2,550.00	$23.10	$1,963.50	$22.70	$1,929.50
S7	MULTI-DUCT CONDUIT SYSTEM (RM) - 4" FIBER	400	LF	$90.00	$36,000.00	$97.61	$39,044.00	$97.00	$38,800.00	$90.00	$36,000.00	$90.00	$36,000.00	$73.50	$29,400.00	$72.10	$28,840.00
S8	ELECTRIC CONDR (NO. 2) BARE	245	LF	$1.60	$392.00	$1.74	$426.30	$1.75	$428.75	$1.60	$392.00	$1.50	$367.50	$2.10	$514.50	$2.10	$514.50
S9	ELECTRIC CONDR (NO. 2) INSULATED	490	LF	$1.60	$784.00	$1.74	$852.60	$1.75	$857.50	$1.60	$784.00	$1.50	$735.00	$2.52	$1,234.80	$2.50	$1,225.00
10	ELECTRIC CONDR (NO. 8) BARE	4,235	LF	$0.55	$2,329.25	$0.60	$2,541.00	$0.60	$2,541.00	$0.55	$2,329.25	$0.50	$2,117.50	$0.63	$2,668.05	$0.65	$2,752.75
11	ELECTRIC CONDR (NO. 8) INSULATED	8,900	LF	$0.55	$4,895.00	$0.60	$5,340.00	$0.60	$5,340.00	$0.55	$4,895.00	$0.50	$4,450.00	$0.79	$7,031.00	$0.77	$6,853.00
12	GROUND BOX TY A (122311) W / APRON	7	EA	$400.00	$2,800.00	$433.80	$3,036.60	$435.00	$3,045.00	$400.00	$2,800.00	$400.00	$2,800.00	$393.75	$2,756.25	$390.00	$2,730.00
13	GROUND BOX TY 1 W/ APRON (FOR FIBER)	10	EA	$3,000.00	$30,000.00	$3,253.52	$32,535.20	$3,250.00	$32,500.00	$3,000.00	$30,000.00	$3,000.00	$30,000.00	$2,310.00	$23,100.00	$2,270.00	$22,700.00
14	ELECTRICAL SERVICE TYPE A (240/480)60(NS)AL(E)PS(U)	1	EA	$3,800.00	$3,800.00	$4,121.13	$4,121.13	$4,100.00	$4,100.00	$3,800.00	$3,800.00	$4,000.00	$4,000.00	$4,305.00	$4,305.00	$4,225.00	$4,225.00
15	ELECTRICAL SERVICE TYPE A (240/480)100(NS)AL(E)PS(U)	1	EA	$3,900.00	$3,900.00	$4,229.58	$4,229.58	$4,200.00	$4,200.00	$3,900.00	$3,900.00	$4,000.00	$4,000.00	$4,305.00	$4,305.00	$4,225.00	$4,225.00
16	LUMINAIRE POLE (DUAL ARM) (30' WITH 4' ARMS) GROUND MOUNTED	20	EA	$1,500.00	$30,000.00	$1,626.76	$32,535.20	$1,625.00	$32,500.00	$1,500.00	$30,000.00	$1,500.00	$30,000.00	$1,764.00	$35,280.00	$1,735.00	$34,700.00
17	LUMINAIRE POLE (SINGLE ARM) (30' WITH 4' ARM) BRIDGE MOUNTED	4	EA	$1,525.00	$6,100.00	$1,653.87	$6,615.48	$1,625.00	$6,500.00	$1,525.00	$6,100.00	$1,500.00	$6,000.00	$1,627.50	$6,510.00	$1,600.00	$6,400.00
18	LUMINAIRE FIXTURE (CITY STD - TY III) (250W PSMH)	32	EA	$490.00	$15,680.00	$531.41	$17,005.12	$530.00	$16,960.00	$490.00	$15,680.00	$500.00	$16,000.00	$525.00	$16,800.00	$515.00	$16,480.00
19	LUMINAIRE FIXTURE (CITY STD - TY IV) (250W PSMH)	12	EA	$490.00	$5,880.00	$531.41	$6,376.92	$530.00	$6,360.00	$490.00	$5,880.00	$500.00	$6,000.00	$525.00	$6,300.00	$515.00	$6,180.00
AMOUNT BID - BASE BID A - ILLUMINATION IMPROVEMENTS					**$220,943.25**		**$239,671.58**		**$238,659.25**		**$220,935.25**		**$219,485.00**		**$221,363.45**		**$217,838.75**
lid A - Traffic Signal System Improvements (Begin to Sta 243+50)																	
1	DRILL SHAFT (TRF SIG POLE) (24 IN)	16	LF	$100.00	$1,600.00	$108.45	$1,735.20	$110.00	$1,760.00	$100.00	$1,600.00	$100.00	$1,600.00	$105.00	$1,680.00	$103.00	$1,648.00
2	DRILL SHAFT (TRF SIG POLE) (36 IN)	52	LF	$175.00	$9,100.00	$189.79	$9,869.08	$190.00	$9,880.00	$175.00	$9,100.00	$200.00	$10,400.00	$189.00	$9,828.00	$186.00	$9,672.00
3	DRILL SHAFT (TRF SIG POLE) (48 IN)	66	LF	$210.00	$13,860.00	$227.75	$15,031.50	$225.00	$14,850.00	$210.00	$13,860.00	$200.00	$13,200.00	$262.50	$17,325.00	$260.00	$17,160.00
4	CONDT (PVC) (SCHD 40) (2")	1,130	LF	$4.00	$4,520.00	$4.34	$4,904.20	$4.35	$4,915.50	$4.00	$4,520.00	$4.00	$4,520.00	$4.46	$5,039.80	$4.40	$4,972.00
5	CONDT (PVC) (SCHD 40) (3")	150	LF	$5.00	$750.00	$5.42	$813.00	$5.40	$810.00	$5.00	$750.00	$5.00	$750.00	$7.88	$1,182.00	$7.75	$1,162.50
6	CONDT (PVC) (SCHD 40) (4")	1,100	LF	$5.25	$5,775.00	$5.69	$6,259.00	$6.65	$7,315.00	$5.25	$5,775.00	$5.00	$5,500.00	$8.19	$9,009.00	$8.05	$8,855.00
7	ELEC CONDR (NO. 4) INSULATED	136	LF	$1.00	$136.00	$1.08	$146.88	$1.10	$149.60	$1.00	$136.00	$1.00	$136.00	$1.73	$235.28	$1.70	$231.20
8	ELEC CONDR (NO. 6) BARE	798	LF	$1.00	$798.00	$1.08	$861.84	$1.10	$877.80	$1.00	$798.00	$1.00	$798.00	$1.00	$798.00	$1.00	$798.00
9	ELEC CONDR (NO. 8) INSULATED	2,208	LF	$0.50	$1,104.00	$0.54	$1,192.32	$0.55	$1,214.40	$0.50	$1,104.00	$0.50	$1,104.00	$0.89	$1,965.12	$1.00	$2,208.00
10	ELEC CONDR (NO. 12) INSULATED	600	LF	$0.40	$240.00	$0.43	$258.00	$0.45	$270.00	$0.40	$240.00	$0.40	$240.00	$0.42	$252.00	$0.45	$270.00
11	GROUND BOX TY C (162911) W/APRON	10	EA	$450.00	$4,500.00	$488.03	$4,880.30	$485.00	$4,850.00	$450.00	$4,500.00	$500.00	$5,000.00	$525.00	$5,250.00	$515.00	$5,150.00
12	ELC SRV TY D 120 / 240 060 (NS) AL (E) PS (U) (INSTALL ONLY)	1	EA	$600.00	$600.00	$650.70	$650.70	$650.00	$650.00	$600.00	$600.00	$600.00	$600.00	$1,365.00	$1,365.00	$1,340.00	$1,340.00
13	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$9,000.00	$9,000.00	$9,760.56	$9,760.56	$9,800.00	$9,800.00	$9,000.00	$9,000.00	$9,100.00	$9,100.00	$20,737.50	$20,737.50	$20,400.00	$20,400.00
14	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	699	LF	$1.00	$699.00	$1.08	$754.92	$1.10	$768.90	$1.00	$699.00	$1.00	$699.00	$1.00	$699.00	$1.00	$699.00
T15	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	160	LF	$1.20	$192.00	$1.30	$208.00	$1.30	$208.00	$1.20	$192.00	$1.00	$160.00	$1.21	$193.60	$1.20	$192.00
T16	TRF SIG CBL (TY A) (12 AWG) (10 CONDR)	245	LF	$2.00	$490.00	$2.17	$531.65	$2.20	$539.00	$2.00	$490.00	$2.03	$497.35	$1.68	$411.60	$1.65	$404.25
T17	TRF SIG CBL (TY A) (12 AWG) (20 CONDR)	680	LF	$3.00	$2,040.00	$3.25	$2,210.00	$3.25	$2,210.00	$3.00	$2,040.00	$3.00	$2,040.00	$2.99	$2,033.20	$2.95	$2,006.00
T18	PED POLE ASSEMBLY	2	EA	$600.00	$1,200.00	$650.71	$1,301.42	$650.00	$1,300.00	$600.00	$1,200.00	$600.00	$1,200.00	$892.50	$1,785.00	$880.00	$1,760.00
T19	PED PUSH BUTTON POLE ASSEMBLY	1	EA	$600.00	$600.00	$650.70	$650.70	$650.00	$650.00	$600.00	$600.00	$600.00	$600.00	$682.50	$682.50	$670.00	$670.00
T20	APS PUSH BUTTONS AND SIGN ASSEMBLIES	6	EA	$825.00	$4,950.00	$894.72	$5,368.32	$890.00	$5,340.00	$825.00	$4,950.00	$800.00	$4,800.00	$971.25	$5,827.50	$955.00	$5,730.00
T21	CABINET PAD AND CABINET BASE	1	EA	$1,100.00	$1,100.00	$1,192.96	$1,192.96	$1,200.00	$1,200.00	$1,100.00	$1,100.00	$1,000.00	$1,000.00	$1,470.00	$1,470.00	$1,450.00	$1,450.00
T22	RED-INDICATION CONFIRMATION LIGHTS	3	EA	$145.00	$435.00	$157.25	$471.75	$155.00	$465.00	$145.00	$435.00	$150.00	$450.00	$157.50	$472.50	$155.00	$465.00
TOTAL AMOUNT BID - BASE BID A - TRAFFIC SIGNAL SYSTEM IMPROVEMENTS					**$63,689.00**		**$69,052.30**		**$70,023.20**		**$63,689.00**		**$64,394.35**		**$88,241.60**		**$87,242.95**
Base Bid A - Landscape Improvements (Begin to Sta 243+50)																	
L1	TREE, CEDAR ELM, 4" CAL	14	EA	$270.00	$3,780.00	$298.52	$4,179.28	$650.00	$9,100.00	$269.69	$3,775.66	$200.00	$2,800.00	$300.00	$4,200.00	$620.00	$8,680.00
L2	TREE, CHINESE PISTACHIO, 4" CAL	11	EA	$326.00	$3,586.00	$360.56	$3,966.16	$650.00	$7,150.00	$325.74	$3,583.14	$200.00	$2,200.00	$350.00	$3,850.00	$620.00	$6,820.00
L3	TREE, CHINKAPIN OAK, 4" CAL	13	EA	$326.00	$4,238.00	$360.11	$4,681.43	$650.00	$8,450.00	$325.34	$4,229.42	$200.00	$2,600.00	$350.00	$4,550.00	$620.00	$8,060.00
L4	1" COMPOST & 3" MULCH	152	CY	$33.00	$5,016.00	$35.70	$5,426.40	$41.00	$6,232.00	$32.25	$4,902.00	$18.00	$2,736.00	$35.00	$5,320.00	$39.15	$5,950.80
TOTAL AMOUNT BID - BASE BID A - LANDSCAPE IMPROVEMENTS					**$16,620.00**		**$18,253.27**		**$30,932.00**		**$16,490.22**		**$10,336.00**		**$17,920.00**		**$29,510.80**
Base Bid A - Irrigation System Improvements (Begin to Sta 243+50)																	
I1	IRRIGATION SYSTEM (COMPLETE)	1	LS	$30,106.39	$30,106.39	$25,576.13	$25,576.13	$42,000.00	$42,000.00	$31,000.00	$31,000.00	$10,000.00	$10,000.00	$75,000.00	$75,000.00	$40,000.00	$40,000.00
TOTAL AMOUNT BID - BASE BID A - LANDSCAPE IMPROVEMENTS					**$30,106.39**		**$25,576.13**		**$42,000.00**		**$31,000.00**		**$10,000.00**		**$75,000.00**		**$40,000.00**
Base Bid A - Contingencies (Begin to Sta 243+50)																	
C1	CONTINGENCY (STREET)	1	LS	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00
C2	CONTINGENCY (WATER)	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
TOTAL AMOUNT BID - BASE BID A - CONTINGENCIES					**$575,000.00**		**$575,000.00**		**$575,000.00**		**$575,000.00**		**$575,000.00**		**$575,000.00**		**$575,000.00**
TOTAL AMOUNT BASE BID A					**$7,785,085.83**		**$8,438,302.29**		**$8,497,782.80**		**$8,838,443.45**		**$8,348,111.15**		**$9,734,195.94**		**$9,178,141.08**
Alternate Bid A1 - Water System Improvements (Begin to Sta 243+50)																	
W1	DEDUCT 24" PVC PIPE (AWWA, C-905, DR-21)	-3,515	LF	$114.00	-$400,710.00	$93.81	-$329,742.15	$80.00	-$281,200.00	$122.45	-$430,411.75	$85.00	-$298,775.00	$98.40	-$345,876.00	$92.70	-$325,840.50
W15	ADD 24" DUCTILE IRON CLASS 150 WATER PIPE	3515	LF	$126.00	$442,890.00	$108.30	$380,674.50	$89.00	$312,835.00	$132.65	$466,264.75	$95.00	$333,925.00	$102.78	$361,271.70	$96.85	$340,427.75
TOTAL AMOUNT BID - ALTERNATE BID A1-WATER SYSTEM IMPROVEMENTS					**$42,180.00**		**$50,932.35**		**$31,635.00**		**$35,853.00**		**$35,150.00**		**$15,395.70**		**$14,587.25**
TOTAL AMOUNT BASE BID A + ALTERNATE BID A1					**$7,827,265.83**		**$8,489,234.64**		**$8,529,417.80**		**$8,874,296.45**		**$8,383,261.15**		**$9,749,591.64**		**$9,192,728.33**

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: L. Mathon Cude

Owner:	**City of Frisco, Texas**
Job No.:	**061173017**
Project:	**Rockhill Parkway (CR 26 to SH 289)**
Date:	**January 22, 2013**

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7	
				Mario Sinacola & Sons Excavating 10950 Research Road Frisco, TX 75034		Lone Star Civil Construction 4320 Windsor Centre Tr. Ste. 500 Flower Mound, TX 75028		Haydon Building Corp. 4640 E. Cotton Gin Loop Phoenix, AZ 85040		Austin Bridge and Road, LP 6330 Commerce Dr. Ste. 150 Irving, TX 75063		Texas Sterling Construction Co. 3475 High River Road Fort Worth, Texas 76155		Ed Bell Construction Company P.O. Box 540787 Dallas, Texas 75354		Tiseo Paving Company P.O. Box 270040 Dallas, Texas 75227	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid B - Street Improvements (Sta 243+50 to End)																	
P1	MOBILIZATION	1	LS	$1,200,000.00	$1,200,000.00	$571,563.10	$571,563.10	$950,000.00	$950,000.00	$1,800,000.00	$1,800,000.00	$900,000.00	$900,000.00	$500,000.00	$500,000.00	$834,500.00	$834,500.00
P2	GENERAL SITE PREPARATION	1	LS	$200,000.00	$200,000.00	$75,025.15	$75,025.15	$250,000.00	$250,000.00	$75,000.00	$75,000.00	$445,000.00	$445,000.00	$350,000.00	$350,000.00	$435,500.00	$435,500.00
P3	REMOVE EXISTING CONCRETE PAVEMENT (INCLUDING CURBS)	1,000	SY	$10.00	$10,000.00	$4.98	$4,980.00	$13.00	$13,000.00	$10.81	$10,810.00	$7.00	$7,000.00	$9.00	$9,000.00	$20.00	$20,000.00
P4	REMOVE EXISTING SIDEWALK OR RAMPS	75	SY	$10.00	$750.00	$6.63	$497.25	$13.00	$975.00	$15.69	$1,176.75	$12.00	$900.00	$9.00	$675.00	$20.00	$1,500.00
P5	REMOVE EXISTING INLET OR MANHOLE	7	EA	$500.00	$3,500.00	$394.59	$2,762.13	$750.00	$5,250.00	$962.79	$6,739.53	$1,500.00	$10,500.00	$2,000.00	$14,000.00	$260.00	$1,820.00
P6	EXCAVATION (ROADWAY)	48,000	CY	$3.50	$168,000.00	$4.11	$197,280.00	$4.00	$192,000.00	$1.99	$95,520.00	$3.00	$144,000.00	$1.50	$72,000.00	$4.10	$196,800.00
P7	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	59,000	CY	$1.00	$59,000.00	$4.79	$282,610.00	$1.50	$88,500.00	$2.66	$156,940.00	$2.50	$147,500.00	$2.50	$147,500.00	$1.95	$115,050.00
P8	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY A)	15,000	CY	$19.00	$285,000.00	$36.05	$540,750.00	$29.00	$435,000.00	$17.15	$257,250.00	$12.30	$184,500.00	$27.50	$412,500.00	$0.01	$150.00
P9	EMBANKMENT (MSE WALL) (DENSITY CONTROL) (TY A SELECT FILL)	15,000	CY	$30.00	$450,000.00	$36.55	$548,250.00	$45.00	$675,000.00	$53.10	$796,500.00	$45.00	$675,000.00	$50.00	$750,000.00	$44.90	$673,500.00
P10	MOISTURE TREATED SUBGRADE (UP TO 8-FT DEPTH IN CUT AREAS AND HEIGHT OF FILL IN EMBANKMENT AREAS, 8-FT MIN)	64,000	SY	$6.00	$384,000.00	$3.90	$249,600.00	$9.00	$576,000.00	$9.20	$588,800.00	$11.00	$704,000.00	$20.00	$1,280,000.00	$6.85	$438,400.00
P11	MOISTURE BARRIER (10 MIL POLY SHEETING WITH 8" TOPSOIL)	9,500	SY	$2.00	$19,000.00	$1.72	$16,340.00	$6.00	$57,000.00	$2.43	$23,085.00	$3.00	$28,500.00	$1.50	$14,250.00	$2.65	$25,175.00
P12	12" LIME STABILIZED SUBGRADE @ 11.5% (90#/SY)	64,000	SY	$4.00	$256,000.00	$3.62	$231,680.00	$3.00	$192,000.00	$4.43	$283,520.00	$2.50	$160,000.00	$4.00	$256,000.00	$3.85	$246,400.00
P13	6" LIME STABILIZED SUBGRADE @ 5% (45#/SY)	2,400	SY	$5.00	$12,000.00	$3.98	$9,552.00	$3.84	$9,216.00	$3.58	$8,592.00	$5.00	$12,000.00	$3.00	$7,200.00	$3.85	$9,240.00
P14	HYDRATED LIME	2,937	TON	$134.00	$393,558.00	$149.66	$439,551.42	$145.00	$425,865.00	$142.14	$417,465.18	$150.00	$440,550.00	$200.00	$587,400.00	$177.00	$519,849.00
P15	CONC PVMT (CONT REINF-CRCP) (10")	2,250	SY	$60.00	$135,000.00	$57.33	$128,992.50	$66.00	$148,500.00	$49.19	$110,677.50	$80.00	$180,000.00	$55.00	$123,750.00	$58.00	$130,500.00
P16	9" REINFORCED CONCRETE PAVEMENT W/ 6" MONO CURB (STREET) (CLASS P1 OR P2)	54,320	SY	$30.00	$1,629,600.00	$30.92	$1,679,574.40	$34.50	$1,874,040.00	$32.28	$1,753,449.60	$45.00	$2,444,400.00	$35.00	$1,901,200.00	$30.65	$1,664,908.00
P17	6" REINFORCED CONCRETE PAVEMENT (SIDEWALK) (CLASS A)	7,710	SY	$35.00	$269,850.00	$27.53	$212,256.30	$38.00	$292,980.00	$34.51	$266,072.10	$32.00	$246,720.00	$35.00	$269,850.00	$34.65	$267,151.50
P18	6" REINFORCED CONCRETE PAVEMENT (STAMPED W/ INTEGRAL COLOR) (CLASS A)	360	SY	$70.00	$25,200.00	$69.41	$24,987.60	$90.00	$32,400.00	$65.92	$23,731.20	$65.00	$23,400.00	$80.00	$28,800.00	$82.50	$29,700.00
P19	6" REINFORCED CONCRETE PAVEMENT (DRIVE APPROACH) (CLASS P1 OR P2)	50	SY	$60.00	$3,000.00	$45.27	$2,263.50	$71.00	$3,550.00	$41.20	$2,060.00	$70.00	$3,500.00	$80.00	$4,000.00	$38.50	$1,925.00
P20	RIPRAP (CONC) (4 IN) (RDWY)	60	CY	$450.00	$27,000.00	$379.22	$22,753.20	$340.00	$20,400.00	$261.62	$15,697.20	$300.00	$18,000.00	$400.00	$24,000.00	$269.50	$16,170.00
P21	CONC CURB (MONO) (TY I)	950	LF	$1.00	$950.00	$1.29	$1,225.50	$2.35	$2,232.50	$1.28	$1,216.00	$3.20	$3,040.00	$1.00	$950.00	$2.00	$1,900.00
P22	REINFORCED CONCRETE STREET HEADER	3,065	LF	$10.00	$30,650.00	$13.91	$42,634.15	$6.80	$20,842.00	$10.11	$30,987.15	$21.00	$64,365.00	$13.00	$39,845.00	$15.00	$45,975.00
P23	BARRIER FREE RAMP (8' WIDTH)	28	EA	$1,000.00	$28,000.00	$832.01	$23,296.28	$1,300.00	$36,400.00	$978.50	$27,398.00	$950.00	$26,600.00	$2,200.00	$61,600.00	$990.00	$27,720.00
P24	BARRIER FREE RAMP (5' WIDTH)	1	EA	$1,000.00	$1,000.00	$706.70	$706.70	$1,300.00	$1,300.00	$772.50	$772.50	$750.00	$750.00	$1,200.00	$1,200.00	$825.00	$825.00
P25	LANDSCAPE RAMP TO MEDIAN	7	EA	$200.00	$1,400.00	$354.32	$2,480.24	$860.00	$6,020.00	$1,133.00	$7,931.00	$1,100.00	$7,700.00	$1,000.00	$7,000.00	$500.00	$3,500.00
P26	MONOLITHIC MEDIAN NOSE (TY 1)	4	EA	$1,300.00	$5,200.00	$1,073.46	$4,293.84	$1,200.00	$4,800.00	$875.50	$3,502.00	$850.00	$3,400.00	$1,500.00	$6,000.00	$800.00	$3,200.00
P27	MONOLITHIC MEDIAN NOSE (TY 2)	9	EA	$1,000.00	$9,000.00	$1,662.92	$14,966.28	$1,300.00	$11,700.00	$1,030.00	$9,270.00	$1,000.00	$9,000.00	$900.00	$8,100.00	$800.00	$7,200.00
P28	PAVERS	11,560	SF	$10.00	$115,600.00	$6.88	$79,532.80	$9.85	$113,866.00	$7.59	$87,740.40	$8.23	$95,138.80	$10.00	$115,600.00	$8.25	$95,370.00
P29	FULL DEPTH SAWCUT	2,700	LF	$3.00	$8,100.00	$1.65	$4,455.00	$1.85	$4,995.00	$2.58	$6,966.00	$3.50	$9,450.00	$10.00	$27,000.00	$3.00	$8,100.00
P30	4" HMAC (TY B) WITH TACK COAT (TXDOT)	510	TON	$84.00	$42,840.00	$104.94	$53,519.40	$100.00	$51,000.00	$86.28	$44,002.80	$96.00	$48,960.00	$100.80	$51,408.00	$97.00	$49,470.00
P31	4" HMAC (TY B) (TRANSITION)	160	TON	$113.00	$18,080.00	$136.39	$21,822.40	$97.00	$15,520.00	$65.20	$10,432.00	$90.00	$14,400.00	$94.50	$15,120.00	$130.00	$20,800.00
P32	2" HMAC (TY D) (TRANSITION)	80	TON	$128.00	$10,240.00	$138.82	$11,105.60	$97.00	$7,760.00	$85.79	$6,863.20	$90.00	$7,200.00	$94.50	$7,560.00	$105.00	$8,400.00
P33	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	$20,000.00	$20,000.00	$12,124.16	$12,124.16	$50,000.00	$50,000.00	$18,400.95	$18,400.95	$18,005.72	$18,005.72	$100,000.00	$100,000.00	$38,500.00	$38,500.00
P34	REFL PAV MRK TY I (W) 4" BRK	7,070	LF	$0.60	$4,242.00	$0.98	$6,928.60	$1.20	$8,484.00	$0.93	$6,575.10	$0.60	$4,242.00	$0.63	$4,454.10	$0.65	$4,595.50
P35	REFL PAV MRK TY I (W) 4" BRK (PUPPY-TRACK)	1,306	LF	$0.60	$783.60	$1.19	$1,554.14	$1.60	$2,089.60	$3.09	$4,035.54	$0.60	$783.60	$0.63	$822.78	$0.65	$848.90
P36	REFL PAV MRK TY I (W) 4" SOLID	2,884	LF	$0.60	$1,730.40	$1.07	$3,085.88	$1.15	$3,316.60	$0.93	$2,682.12	$0.60	$1,730.40	$0.63	$1,816.92	$0.65	$1,874.60
P37	REFL PAV MRK TY I (W) 8" SOLID	2,398	LF	$1.20	$2,877.60	$1.57	$3,764.86	$2.25	$5,395.50	$1.49	$3,573.02	$1.20	$2,877.60	$1.26	$3,021.48	$1.25	$2,997.50
P38	REFL PAV MRK TY I (W) 12" SOLID	2,792	LF	$3.50	$9,772.00	$4.33	$12,089.36	$3.40	$9,492.80	$3.09	$8,627.28	$3.50	$9,772.00	$3.68	$10,274.56	$3.65	$10,190.80
P39	REFL PAV MRK TY I (W) 24" SOLID	709	LF	$6.95	$4,927.55	$5.96	$4,225.64	$6.75	$4,785.75	$5.15	$3,651.35	$6.95	$4,927.55	$7.30	$5,175.70	$7.20	$5,104.80
P40	REFL PAV MRK TY I (W) ARROW	48	EA	$100.00	$4,800.00	$119.30	$5,726.40	$110.00	$5,280.00	$113.30	$5,438.40	$100.00	$4,800.00	$105.00	$5,040.00	$103.00	$4,944.00
P41	REFL PAV MRK TY I (W) WORD	21	EA	$110.00	$2,310.00	$162.68	$3,416.28	$120.00	$2,520.00	$133.90	$2,811.90	$110.00	$2,310.00	$115.50	$2,425.50	$115.00	$2,415.00
P42	REFL PAV MRK TY I (Y) 4" SOLID	1,656	LF	$0.60	$993.60	$1.07	$1,771.92	$1.15	$1,904.40	$0.93	$1,540.08	$0.60	$993.60	$0.63	$1,043.28	$0.65	$1,076.40
P43	REFL PAV MRK TY I (Y) 12" SOLID	171	LF	$3.50	$598.50	$4.33	$740.43	$3.40	$581.40	$3.09	$528.39	$3.50	$598.50	$3.68	$629.28	$3.65	$624.15
P44	TYPE Y 4" RAISED PAVEMENT MARKER	16	EA	$3.25	$52.00	$8.68	$138.88	$3.50	$56.00	$2.83	$45.28	$3.25	$52.00	$3.41	$54.56	$3.35	$53.60
P45	TYPE II-C-R 4" RAISED PAVEMENT MARKER	1,208	EA	$3.50	$4,228.00	$4.07	$4,916.56	$3.80	$4,590.40	$2.83	$3,418.64	$3.50	$4,228.00	$3.68	$4,445.44	$3.65	$4,409.20
P46	TYPE II-A-A 4" RAISED PAVEMENT MARKER	73	EA	$3.50	$255.50	$4.07	$297.11	$3.80	$277.40	$2.83	$206.59	$3.50	$255.50	$3.68	$268.64	$3.65	$266.45
P47	TYPE I-C 4" RAISED PAVEMENT MARKER	19	EA	$3.50	$66.50	$8.68	$164.92	$3.80	$72.20	$2.83	$53.77	$3.50	$66.50	$3.68	$69.92	$3.65	$69.35
P48	TYPE I-A 4" RAISED PAVEMENT MARKER	83	EA	$3.50	$290.50	$8.68	$720.44	$3.58	$297.14	$2.83	$234.89	$3.50	$290.50	$3.68	$305.44	$3.65	$302.95
P49	ROAD CLOSED BARRICADE WITH ROCK RIPRAP	7	EA	$3,364.96	$23,554.72	$1,110.26	$7,771.82	$3,000.00	$21,000.00	$1,096.95	$7,678.65	$1,000.00	$7,000.00	$1,575.00	$11,025.00	$3,915.00	$27,405.00
P50	REMOVE AND RELOCATE EXISTING SIGNAGE ON NEW SIGN POST ASSEMBLY	4	EA	$275.00	$1,100.00	$504.30	$2,017.20	$430.00	$1,720.00	$406.85	$1,627.40	$500.00	$2,000.00	$488.25	$1,953.00	$260.00	$1,040.00
P51	FURNISH AND INSTALL NEW SIGN AND SIGN POST ASSEMBLY	32	EA	$350.00	$11,200.00	$395.85	$12,667.20	$430.00	$13,760.00	$406.85	$13,019.20	$500.00	$16,000.00	$414.75	$13,272.00	$260.00	$8,320.00
P52	TEMP CONSTRUCTION FENCING (ORANGE) (5-FT METAL T POST @ 10-FT SPACING)	6,700	LF	$1.45	$9,715.00	$1.66	$11,122.00	$2.35	$15,745.00	$2.06	$13,802.00	$2.00	$13,400.00	$2.26	$15,142.00	$1.55	$10,385.00
P53	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$4,832.59	$4,832.59	$867.61	$867.61	$350.00	$350.00	$3,551.44	$3,551.44	$500.00	$500.00	$75,000.00	$75,000.00	$3,100.00	$3,100.00
P54	SWPPP - SILT FENCE (INSTALL/MAINTAIN/REMOVE)	4,700	LF	$1.19	$5,593.00	$1.29	$6,063.00	$1.40	$6,580.00	$1.91	$8,977.00	$1.30	$6,110.00	$1.58	$7,426.00	$1.40	$6,580.00
P55	SWPPP - INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	43	EA	$55.00	$2,365.00	$59.65	$2,564.95	$76.00	$3,268.00	$128.75	$5,536.25	$70.00	$3,010.00	$78.75	$3,386.25	$130.00	$5,590.00
P56	SWPPP - ROCK FILTER DAM (INSTALL/MAINTAIN/REMOVE)	265	LF	$18.50	$4,902.50	$20.06	$5,315.90	$25.00	$6,625.00	$32.96	$8,734.40	$23.25	$6,161.25	$42.00	$11,130.00	$33.00	$8,745.00
P57	4" TOPSOIL	36,025	SY	$0.40	$14,410.00	$1.37	$49,354.25	$1.80	$64,845.00	$0.69	$24,857.25	$3.07	$110,596.75	$1.00	$36,025.00	$0.01	$360.25
P58	SOD (MEDIANS) (ROLL 24" MIN. WIDE)	5,550	SY	$1.84	$10,212.00	$2.52	$13,986.00	$2.00	$11,100.00	$1.68	$9,324.00	$2.87	$15,928.50	$3.50	$19,425.00	$4.85	$26,917.50
P59	SOD (PARKWAYS) (ROLL MIN. 24" WIDE)	7,060	SY	$1.84	$12,990.40	$2.52	$17,791.20	$2.00	$14,120.00	$1.68	$11,860.80	$3.18	$22,450.80	$3.50	$24,710.00	$4.85	$34,241.00
P60	HYDRAULIC-MULCH OR SEED	70,300	SY	$0.31	$21,793.00	$1.43	$100,529.00	$0.35	$24,605.00	$0.61	$42,883.00	$0.54	$37,962.00	$1.00	$70,300.00	$0.95	$66,785.00
P61	PROJECT SIGN	2	EA	$500.00	$1,000.00	$379.58	$759.16	$350.00	$700.00	$334.75	$669.50	$265.39	$530.78	$325.00	$650.00	$500.00	$1,000.00
P62	DRILL SHAFT (36")	1,080	LF	$100.00	$108,000.00	$88.11	$95,158.80	$96.00	$103,680.00	$110.24	$119,059.20	$86.00	$92,880.00	$100.00	$108,000.00	$153.00	$165,240.00
P63	DRILL SHAFT (42")	2,751	LF	$120.00	$330,120.00	$120.84	$332,430.84	$130.00	$357,630.00	$122.05	$335,759.55	$110.00	$302,610.00	$130.00	$357,630.00	$178.50	$491,053.50
P64	CL C CONC (ABUT)	96	CY	$830.00	$79,680.00	$553.47	$53,133.12	$680.00	$65,280.00	$709.03	$68,066.88	$610.00	$58,560.00	$500.00	$48,000.00	$816.00	$78,336.00
P65	CL C CONC (BENT)	965	CY	$660.00	$636,900.00	$521.96	$503,691.40	$500.00	$482,500.00	$604.97	$583,796.05	$610.00	$588,650.00	$500.00	$482,500.00	$943.50	$910,477.50
P66	CL S CONC (APPR SLAB)	186	CY	$355.00	$66,030.00	$326.32	$60,695.52	$350.00	$65,100.00	$348.71	$64,860.06	$400.00	$74,400.00	$300.00	$55,800.00	$408.00	$75,888.00
P67	REINF CONC SLAB	99,000	SF	$13.00	$1,287,000.00	$12.75	$1,262,250.00	$13.24	$1,310,760.00	$11.14	$1,102,860.00	$14.47	$1,432,530.00	$12.00	$1,188,000.00	$15.30	$1,514,700.00
P68	RETAINING WALL (MSE)	31,591	SF	$30.00	$947,730.00	$21.30	$672,888.30	$25.00	$789,775.00	$21.92	$692,474.72	$25.41	$802,727.31	$20.00	$631,820.00	$46.92	$1,482,249.72
P69	PRESTR CONC I-GIRDER (TX54)	11,960	LF	$135.00	$1,614,600.00	$148.01	$1,770,199.60	$170.00	$2,033,200.00	$149.88	$1,792,564.80	$171.40	$2,049,944.00	$150.00	$1,794,000.00	$168.30	$2,012,868.00
P70	CONC SURF TREAT (CLASS II)	11,000	SY	$3.50	$38,500.00	$3.25	$35,750.00	$4.10	$45,100.00	$3.05	$33,550.00	$1.26	$13,860.00	$4.00	$44,000.00	$5.10	$56,100.00
P71	RIPRAP (CONC) (4 IN) (BRIDGE)	75	CY	$420.00	$31,500.00	$388.74	$29,155.50	$360.00	$27,000.00	$402.06	$30,154.50	$281.88	$21,141.00	$300.00	$22,500.00	$382.50	$28,687.50
P72	STRUCTURAL STEEL (MISC NON-BRIDGE)	840	LB	$10.00	$8,400.00	$7.70	$6,468.00	$3.95	$3,318.00	$11.35	$9,534.00	$12.18	$10,231.20	$10.00	$8,400.00	$15.30	$12,852.00
P73	RAIL (TY 221) (ON BRIDGE) (FORMLINER) (MOD)	2,080	LF	$117.00	$243,360.00	$69.06	$143,644.80	$71.00	$147,680.00	$91.00	$189,280.00	$95.22	$198,057.60	$80.00	$166,400.00	$61.20	$127,296.00
P74	RAIL (TY T221) (ON RETAINING WALL) (FORMLINER) (MOD)	1,711	LF	$105.00	$179,655.00	$65.74	$112,481.14	$61.00	$104,371.00	$95.31	$163,075.41	$104.81	$179,329.91	$80.00	$136,880.00	$61.20	$104,713.20
P75	PED RAIL (UP TO 10-FT) WITH COLUMNS (FORMLINER)	2,000	LF	$300.00	$600,000.00	$268.50	$537,000.00	$280.00	$560,000.00	$297.62	$595,240.00	$410.68	$821,360.00	$250.00	$500,000.00	$280.50	$561,000.00
P76	SEALED EXP JT (4") (SEJ-A)	336	LF	$102.72	$34,513.92	$78.75	$26,460.00	$100.00	$33,600.00	$123.99	$41,660.64	$151.15	$50,786.40	$100.00	$33,600.00	$86.70	$29,131.20
P77	PERM CONC TRF BARR (F-SHAPE) (TY 1)	1,225	LF	$50.00	$61,250.00	$64.09	$78,510.25	$33.00	$40,425.00	$79.47	$97,350.75	$55.90	$68,477.50	$50.00	$61,250.00	$71.40	$87,465.00
P78	MTL W-BEAM GD FEN (CL A) (TY I) (STEEL POST)	94	LF	$17.00	$1,598.00	$18.44	$1,733.36	$18.40	$1,729.60	$17.51	$1,645.94	$17.00	$1,598.00	$18.90	$1,776.60	$17.55	$1,649.70
P79	MTL BEAM GD FEN TRANS (THRIE-BEAM)	4	EA	$1,500.00	$6,000.00	$1,572.54	$6,290.16	$1,600.00	$6,400.00	$1,545.00	$6,180.00	$1,500.00	$6,000.00	$1,590.75	$6,363.00	$1,550.00	$6,200.00
P80	GDRAIL END TREATMENT (INSTALL)	4	EA	$1,950.00	$7,800.00	$1,897.89	$7,591.56	$1,900.00	$7,600.00	$2,008.50	$8,034.00	$1,950.00	$7,800.00	$2,073.75	$8,295.00	$2,010.00	$8,040.00
P81	PERM WIRE FENCE (TY D) (WITH GATE)	670	LF	$4.70	$3,149.00	$6.53	$4,375.10	$5.10	$3,417.00	$12.77	$8,555.90	$4.70	$3,149.00	$4.94	$3,309.80	$4.85	$3,249.50
TOTAL AMOUNT BID - BASE BID B - STREET IMPROVEMENTS					**$12,268,899.88**		**$11,533,689.06**		**$12,990,238.29**		**$13,088,213.70**		**$14,147,149.27**		**$13,181,324.25**		**$13,936,637.27**
Base Bid B - Storm System Improvements (Sta 243+50 to End)																	
D1	18" RCP CLASS III	3,215	LF	$43.00	$138,245.00	$40.59	$130,496.85	$54.00	$173,610.00	$42.66	$137,151.90	$43.00	$138,245.00	$38.85	$124,902.75	$38.15	$122,652.25
D2	21" RCP CLASS III	375	LF	$51.00	$19,125.00	$49.38	$18,517.50	$56.00	$21,000.00	$50.14	$18,802.50	$50.00	$18,750.00	$43.05	$16,143.75	$41.20	$15,450.00
D3	24" RCP CLASS III	156	LF	$57.00	$8,892.00	$57.31	$8,940.36	$90.00	$14,040.00	$54.51	$8,503.56	$72.00	$11,232.00	$47.25	$7,371.00	$56.65	$8,837.40
D4	30" RCP CLASS III	641	LF	$59.00	$37,819.00	$57.60	$36,921.60	$70.00	$44,870.00	$73.73	$47,260.93	$68.00	$43,588.00	$59.85	$38,363.85	$59.75	$38,299.75
D5	36" RCP CLASS III	359	LF	$84.00	$30,156.00	$80.27	$28,816.93	$90.00	$32,310.00	$87.79	$31,516.61	$94.00	$33,746.00	$73.50	$26,386.50	$79.31	$28,472.29
D6	42" RCP CLASS III	368	LF	$96.00	$35,328.00	$100.90	$37,131.20	$120.00	$44,160.00	$125.87	$46,320.16	$110.00	$40,480.00	$96.60	$35,548.80	$110.21	$40,557.28
D7	48" RCP CLASS III	484	LF	$114.00	$55,176.00	$119.11	$57,649.24	$150.00	$72,600.00	$135.88	$65,765.92	$138.00	$66,792.00	$114.45	$55,393.80	$127.75	$61,831.00
D8	7'X4' RCB CLASS III	1,174	LF	$280.00	$328,720.00	$263.23	$309,032.02	$360.00	$422,640.00	$255.71	$300,203.54	$320.00	$375,680.00	$263.03	$308,797.22	$258.55	$303,537.70
D9	10' RECESSED CURB INLET (CAST-IN-PLACE ONLY)	4	EA	$2,550.00	$10,200.00	$2,887.79	$11,551.16	$4,000.00	$16,000.00	$5,310.20	$21,240.80	$3,024.57	$12,098.28	$2,887.50	$11,550.00	$2,900.00	$11,600.00
D10	15' RECESSED CURB INLET (CAST-IN-PLACE ONLY)	4	EA	$2,950.00	$11,800.00	$3,771.14	$15,084.56	$4,800.00	$19,200.00	$6,700.47	$26,801.88	$3,824.57	$15,298.28	$3,570.00	$14,280.00	$3,815.00	$15,260.00
D11	20' RECESSED CURB INLET (CAST-IN-PLACE ONLY)	20	EA	$3,450.00	$69,000.00	$4,403.16	$88,063.20	$5,200.00	$104,000.00	$8,418.96	$168,379.20	$4,424.56	$88,491.20	$4,935.00	$98,700.00	$5,075.00	$101,500.00
D12	CURB AND GRATE INLET TY II (TXDOT) (CAST-IN-PLACE ONLY)	2	EA	$3,600.00	$7,200.00	$4,532.57	$9,065.14	$4,500.00	$9,000.00	$6,796.59	$13,593.18	$4,724.55	$9,449.10	$3,596.25	$7,192.50	$5,530.00	$11,060.00
D13	4'X4' DROP INLET (TY H) (TXDOT) (CAST-IN-PLACE ONLY)	5	EA	$3,000.00	$15,000.00	$2,884.11	$14,420.55	$3,100.00	$15,500.00	$5,857.25	$29,286.25	$3,024.58	$15,122.90	$3,150.00	$15,750.00	$3,460.00	$17,300.00

Packet Page -95-

AGENDA ITEM #15.

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: L. Matthew Arabie

Owner:	**City of Frisco, Texas**
Job No.:	**061173017**
Project:	**Rockhill Parkway (CR 26 to SH 289)**
Date:	**January 22, 2013**

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7	
				Mario Sinacola & Sons Excavating 10950 Research Road Frisco, TX 75034		Lone Star Civil Construction 4320 Windsor Centre Tr. Ste. 500 Flower Mound, TX 75028		Haydon Building Corp. 4640 E. Cotton Gin Loop Phoenix, AZ 85040		Austin Bridge and Road, LP 6330 Commerce Dr. Ste. 150 Irving, TX 75063		Texas Sterling Construction Co. 3475 High River Road Fort Worth, Texas 76155		Ed Bell Construction Company P.O. Box 540787 Dallas, Texas 75354		Tiseo Paving Company P.O. Box 270040 Dallas, Texas 75227	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
D14	3' MANHOLE (TY M) (TXDOT) (CAST-IN-PLACE ONLY)	1	EA	$4,000.00	$4,000.00	$2,821.55	$2,821.55	$7,900.00	$7,900.00	$6,294.88	$6,294.88	$2,824.62	$2,824.62	$2,625.00	$2,625.00	$3,245.00	$3,245.00
D15	4' MANHOLE (TY M) (TXDOT) (CAST-IN-PLACE ONLY)	4	EA	$4,625.00	$18,500.00	$3,026.59	$12,106.36	$8,100.00	$32,400.00	$6,809.88	$27,239.52	$3,024.57	$12,098.28	$3,360.00	$13,440.00	$3,915.00	$15,660.00
D16	5' MANHOLE (TY M) (TXDOT) (CAST-IN-PLACE ONLY)	1	EA	$5,100.00	$5,100.00	$3,510.50	$3,510.50	$10,000.00	$10,000.00	$7,954.24	$7,954.24	$3,474.62	$3,474.62	$4,200.00	$4,200.00	$4,585.00	$4,585.00
D17	6' DROP MANHOLE (TY M) (TXDOT) (CAST-IN-PLACE ONLY)	1	EA	$11,500.00	$11,500.00	$6,319.43	$6,319.43	$21,400.00	$21,400.00	$13,520.24	$13,520.24	$6,324.62	$6,324.62	$4,725.00	$4,725.00	$7,830.00	$7,830.00
D18	TXDOT HEADWALL CH-PW-0 (48 IN) (CULVERT D - DOWNSTREAM)	1	EA	$6,000.00	$6,000.00	$7,765.52	$7,765.52	$12,000.00	$12,000.00	$16,095.24	$16,095.24	$7,749.09	$7,749.09	$7,192.50	$7,192.50	$10,920.00	$10,920.00
D19	TXDOT HEADWALL CH-PW-S (48 IN) (CULVERT F - DOWNSTREAM)	1	EA	$32,000.00	$32,000.00	$25,074.25	$25,074.25	$28,000.00	$28,000.00	$25,230.31	$25,230.31	$14,449.09	$14,449.09	$11,970.00	$11,970.00	$22,506.00	$22,506.00
D20	TXDOT HEADWALL CH-PW-S (48 IN) (CULVERT F - UPSTREAM)	1	EA	$39,000.00	$39,000.00	$61,031.08	$61,031.08	$100,000.00	$100,000.00	$75,558.08	$75,558.08	$60,098.27	$60,098.27	$23,625.00	$23,625.00	$76,840.00	$76,840.00
D21	TXDOT HEADWALL CH-PW-S (48 IN) (CULVERT G - DOWNSTREAM)	1	EA	$16,000.00	$16,000.00	$17,759.25	$17,759.25	$30,000.00	$30,000.00	$33,873.56	$33,873.56	$17,349.09	$17,349.09	$19,425.00	$19,425.00	$31,500.00	$31,500.00
D22	TXDOT HEADWALL CH-PW-S (48 IN) (CULVERT G - UPSTREAM)	1	EA	$29,000.00	$29,000.00	$28,371.15	$28,371.15	$55,000.00	$55,000.00	$42,188.58	$42,188.58	$27,349.09	$27,349.09	$22,680.00	$22,680.00	$40,500.00	$40,500.00
D23	RIPRAP (24" THICK WITH 36" TOE, WITH FILTER FABRIC) (STONE)	1,705	SY	$80.00	$136,400.00	$54.45	$92,837.25	$78.00	$132,990.00	$70.85	$120,799.25	$80.23	$136,792.15	$78.75	$134,268.75	$89.65	$152,853.25
D24	PED RAIL (PR1)	349	LF	$90.00	$31,410.00	$67.79	$23,658.71	$67.00	$23,383.00	$107.32	$37,454.68	$149.00	$52,001.00	$210.00	$73,290.00	$111.25	$38,826.25
D25	SPECIALIZED EXCAVATION WORK (ORIGINAL) (DENSITY CONTROL)	1	LS	$5,000.00	$5,000.00	$18,171.49	$18,171.49	$90,000.00	$90,000.00	$24,801.66	$24,801.66	$1,000.00	$1,000.00	$10,000.00	$10,000.00	$92,000.00	$92,000.00
D26	TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	6,772	LF	$2.00	$13,544.00	$1.17	$7,923.24	$1.00	$6,772.00	$1.04	$7,042.88	$1.26	$8,532.72	$0.11	$744.92	$1.05	$7,110.60
TOTAL AMOUNT BID - BASE BID B - STORM SYSTEM IMPROVEMENTS					**$1,114,115.00**		**$1,073,040.09**		**$1,538,775.00**		**$1,352,879.55**		**$1,219,015.40**		**$1,088,566.34**		**$1,280,733.77**
Base Bid B - Water System Improvements (Sta 243+50 to End)																	
W1	30" PVC PIPE (AWWA, C905, DR-18)	3,067	LF	$179.00	$548,993.00	$168.86	$517,893.62	$150.00	$460,050.00	$199.69	$612,449.23	$157.99	$484,555.33	$177.13	$543,257.71	$166.90	$511,882.30
W2	30" PVC PIPE (AWWA, C905, DR-21)	1,263	LF	$154.00	$194,502.00	$143.87	$181,707.81	$115.00	$145,245.00	$152.40	$192,481.20	$138.06	$174,369.78	$148.70	$187,808.10	$140.10	$176,946.30
W3	12" PVC PIPE (AWWA, C900, DR-18)	1,139	LF	$73.00	$83,147.00	$49.34	$56,198.26	$55.00	$62,645.00	$63.06	$71,825.34	$64.64	$73,624.96	$30.61	$34,864.79	$28.85	$32,860.15
W4	16" PVC PIPE (AWWA, C905, DR-18)	183	LF	$87.00	$15,921.00	$82.20	$15,042.60	$75.00	$13,725.00	$73.57	$13,463.31	$67.84	$12,414.72	$65.60	$12,004.80	$61.80	$11,309.40
W5	24" RESTRAINED DUCTILE IRON CLASS 150 WATER PIPE	568	LF	$113.00	$64,184.00	$164.35	$93,350.80	$160.00	$90,880.00	$153.45	$87,159.60	$174.55	$99,144.40	$142.14	$80,735.52	$133.90	$76,055.20
W6	30" RESTRAINED DUCTILE IRON CLASS 150 WATER PIPE	1,421	LF	$159.00	$225,939.00	$230.90	$328,108.90	$200.00	$284,200.00	$210.20	$298,694.20	$215.19	$305,784.99	$166.19	$236,155.99	$156.60	$222,528.60
W7	48" STEEL CASING PIPE INSTALLED BY OPEN CUT	322	LF	$383.00	$123,326.00	$396.24	$127,589.28	$330.00	$106,260.00	$315.31	$101,529.82	$336.98	$108,507.56	$375.03	$120,759.66	$353.30	$113,762.60
W8	36" STEEL CASING PIPE INSTALLED BY OPEN CUT	138	LF	$253.00	$34,914.00	$204.19	$28,178.22	$185.00	$25,530.00	$157.65	$21,755.70	$190.60	$26,302.80	$208.83	$28,818.54	$196.75	$27,151.50
W9	20" STEEL CASING PIPE INSTALLED BY OPEN CUT	662	LF	$128.00	$84,736.00	$99.32	$65,749.84	$110.00	$72,820.00	$68.32	$45,227.84	$151.76	$100,465.12	$112.62	$74,554.44	$106.10	$70,238.20
W10	48" STEEL CASING PIPE INSTALLED BY OTHER THAN OPEN CUT	389	LF	$725.00	$282,025.00	$718.32	$279,426.48	$1,000.00	$389,000.00	$604.34	$235,088.26	$631.16	$245,521.24	$677.89	$263,699.21	$640.00	$248,960.00
W11	36" STEEL CASING PIPE INSTALLED BY OTHER THAN OPEN CUT	285	LF	$525.00	$149,625.00	$563.70	$160,654.50	$570.00	$162,450.00	$525.51	$149,770.35	$493.08	$140,527.80	$559.81	$159,545.85	$528.00	$150,480.00
W12	BLOWOFF VALVE	2	EA	$4,750.00	$9,500.00	$3,284.70	$6,569.40	$3,000.00	$6,000.00	$3,153.06	$6,306.12	$5,830.98	$11,661.96	$5,576.22	$11,152.44	$5,255.00	$10,510.00
W13	30" BUTTERFLY VALVE (CL 250)	19	EA	$14,500.00	$275,500.00	$13,255.92	$251,862.48	$13,000.00	$247,000.00	$10,510.20	$199,693.80	$13,076.52	$248,453.88	$17,275.34	$328,231.46	$16,300.00	$309,700.00
W14	24" BUTTERFLY VALVE (CL 250)	2	EA	$9,600.00	$19,200.00	$8,317.13	$16,634.26	$7,000.00	$14,000.00	$6,043.37	$12,086.74	$7,892.71	$15,785.42	$11,753.80	$23,507.60	$11,100.00	$22,200.00
***15	16" GATE VALVE (AWWA C515 OR C509)	1	EA	$6,000.00	$6,000.00	$5,839.64	$5,839.64	$6,000.00	$6,000.00	$7,882.65	$7,882.65	$6,982.19	$6,982.19	$6,593.06	$6,593.06	$6,211.00	$6,211.00
16	12" GATE VALVE (AWWA C515 OR C509)	19	EA	$2,000.00	$38,000.00	$2,282.21	$43,361.99	$2,500.00	$47,500.00	$2,102.04	$39,938.76	$2,468.69	$46,905.11	$2,175.82	$41,340.58	$2,050.00	$38,950.00
17	2" AIR RELEASE VALVE	1	EA	$12,000.00	$12,000.00	$7,131.82	$7,131.82	$5,000.00	$5,000.00	$7,882.65	$7,882.65	$14,030.04	$14,030.04	$11,327.38	$11,327.38	$10,700.00	$10,700.00
18	RELOCATION OF AUTOMATIC FLUSH DEVICE	1	EA	$3,050.00	$3,050.00	$6,275.10	$6,275.10	$9,000.00	$9,000.00	$6,043.37	$6,043.37	$10,085.75	$10,085.75	$11,332.85	$11,332.85	$10,700.00	$10,700.00
19	FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE	16	EA	$4,400.00	$70,400.00	$5,096.15	$81,538.40	$4,000.00	$64,000.00	$3,678.57	$58,857.12	$4,500.85	$72,013.60	$4,291.50	$68,664.00	$4,045.00	$64,720.00
20	2" IRRIGATION SERVICE CONNECTION	2	EA	$2,500.00	$5,000.00	$2,008.19	$4,016.38	$4,100.00	$8,200.00	$2,627.55	$5,255.10	$2,442.31	$4,884.62	$1,694.73	$3,389.46	$1,600.00	$3,200.00
21	DUCTILE IRON FITTING	53	TON	$3,750.00	$198,750.00	$13,301.77	$704,993.81	$4,300.00	$227,900.00	$2,102.04	$111,408.12	$4,637.20	$245,771.60	$4,810.86	$254,975.58	$4,535.00	$240,355.00
22	TRANSFER VALVE VAULT STATION	1	LS	$260,000.00	$260,000.00	$241,228.14	$241,228.14	$175,000.00	$175,000.00	$239,632.65	$239,632.65	$142,560.58	$142,560.58	$295,211.58	$295,211.58	$278,100.00	$278,100.00
23	EXCAVATION (ROADWAY) (DENSITY CONTROL)	500	CY	$5.00	$2,500.00	$7.88	$3,940.00	$5.00	$2,500.00	$8.89	$4,445.00	$7.59	$3,795.00	$12.00	$6,000.00	$9.00	$4,500.00
24	MOISTURE TREATED SUBGRADE (24" DEPTH)	2,170	SY	$4.00	$8,680.00	$5.43	$11,783.10	$4.00	$8,680.00	$4.74	$10,285.80	$4.50	$9,765.00	$20.00	$43,400.00	$4.50	$9,765.00
25	6" LIME STABILIZED SUBGRADE @ 11.5% (45#/SY)	2,170	SY	$4.00	$8,680.00	$3.70	$8,029.00	$3.85	$8,354.50	$2.97	$6,444.90	$5.81	$12,607.70	$3.00	$6,510.00	$3.85	$8,354.50
26	HYDRATED LIME (45#/SY)	50	TON	$134.00	$6,700.00	$149.66	$7,483.00	$145.00	$7,250.00	$142.14	$7,107.00	$174.24	$8,712.00	$150.00	$7,500.00	$177.00	$8,850.00
27	6" REINFORCED CONCRETE PAVEMENT (NO CURB) (CLASS P1 OR P2)	1,500	SY	$29.36	$44,040.00	$29.34	$44,010.00	$31.00	$46,500.00	$29.56	$44,340.00	$54.49	$81,735.00	$40.00	$60,000.00	$37.80	$56,700.00
28	CONNECT TO EXISTING 20-INCH WATER LINE	1	LS	$24,000.00	$24,000.00	$17,346.84	$17,346.84	$20,000.00	$20,000.00	$31,530.61	$31,530.61	$16,755.78	$16,755.78	$27,935.76	$27,935.76	$26,320.00	$26,320.00
29	TRENCH EXCAVATION PROTECTION (WATER SYSTEM)	8,763	LF	$1.00	$8,763.00	$1.69	$14,809.47	$1.50	$13,144.50	$1.05	$9,201.15	$0.50	$4,381.50	$1.09	$9,551.67	$1.05	$9,201.15
30	FM 423 WATER / SEWER IMPROVEMENTS	1	LS	$50,000.00	$50,000.00	$24,589.11	$24,589.11	$68,000.00	$68,000.00	$31,530.61	$31,530.61	$30,956.42	$30,956.42	$27,662.42	$27,662.42	$26,060.00	$26,060.00
AMOUNT BID - BASE BID B - WATER SYSTEM IMPROVEMENTS					**$2,858,075.00**		**$3,355,342.25**		**$2,796,834.00**		**$2,669,317.00**		**$2,759,061.85**		**$2,986,490.45**		**$2,787,270.90**
iid B - Illumination Improvements (Sta 243+50 to End)																	
1	DRILL SHAFT (RDWY ILL POLE) (8 FEET LN X 30 INCHES DIA)	224	LF	$88.50	$19,824.00	$95.98	$21,499.52	$95.00	$21,280.00	$91.16	$20,419.84	$89.67	$20,086.08	$120.75	$27,048.00	$120.00	$26,880.00
2	CONDT (PVC) (SCHD 40) (2")	7,320	LF	$4.00	$29,280.00	$4.34	$31,768.80	$4.35	$31,842.00	$4.12	$30,158.40	$4.05	$29,646.00	$5.25	$38,430.00	$5.15	$37,698.00
3	CONDT (PVC) (SCHD 80) (2")	20	LF	$8.00	$160.00	$8.68	$173.60	$8.65	$173.00	$8.24	$164.80	$8.11	$162.20	$5.04	$100.80	$4.95	$99.00
4	CONDT (PVC) (SCHD 40) (2") (BORE)	325	LF	$11.00	$3,575.00	$11.93	$3,877.25	$11.90	$3,867.50	$11.33	$3,682.25	$11.15	$3,623.75	$13.65	$4,436.25	$13.40	$4,355.00
5	CONDT (RIGID METAL) (1")	50	LF	$30.00	$1,500.00	$32.54	$1,627.00	$32.50	$1,625.00	$30.90	$1,545.00	$30.40	$1,520.00	$5.25	$262.50	$5.15	$257.50
6	MULTI-DUCT CONDUIT SYSTEM (PVC) - 4" FIBER	4,705	LF	$13.00	$61,165.00	$14.10	$66,340.50	$14.00	$65,870.00	$13.39	$62,999.95	$13.17	$61,964.85	$10.84	$51,002.20	$10.60	$49,873.00
7	MULTI-DUCT CONDUIT SYSTEM (PVC) - 4" BORE FIBER	325	LF	$30.00	$9,750.00	$32.54	$10,575.50	$33.00	$10,725.00	$30.90	$10,042.50	$30.40	$9,880.00	$23.10	$7,507.50	$22.70	$7,377.50
8	MULTI-DUCT CONDUIT SYSTEM (RM) - 4" FIBER	1,005	LF	$90.00	$90,450.00	$97.61	$98,098.05	$97.00	$97,485.00	$92.70	$93,163.50	$91.19	$91,645.95	$73.50	$73,867.50	$72.10	$72,460.50
S9	ELECTRIC CONDR (NO. 2) BARE	1,380	LF	$1.60	$2,208.00	$1.74	$2,401.20	$1.75	$2,415.00	$1.65	$2,277.00	$1.62	$2,235.60	$2.10	$2,898.00	$2.06	$2,842.80
S10	ELECTRIC CONDR (NO. 2) INSULATED	2,760	LF	$1.60	$4,416.00	$1.74	$4,802.40	$1.75	$4,830.00	$1.65	$4,554.00	$1.62	$4,471.20	$2.52	$6,955.20	$2.50	$6,900.00
S11	ELECTRIC CONDR (NO. 4) BARE	4,330	LF	$1.00	$4,330.00	$1.08	$4,676.40	$1.10	$4,763.00	$1.03	$4,459.90	$1.01	$4,373.30	$1.58	$6,841.40	$1.55	$6,711.50
S12	ELECTRIC CONDR (NO. 4) INSULATED	8,700	LF	$1.00	$8,700.00	$1.08	$9,396.00	$1.10	$9,570.00	$1.03	$8,961.00	$1.01	$8,787.00	$1.73	$15,051.00	$1.70	$14,790.00
S13	ELECTRIC CONDR (NO. 6) BARE	1,960	LF	$0.60	$1,176.00	$0.65	$1,274.00	$0.65	$1,274.00	$0.62	$1,215.20	$0.61	$1,195.60	$1.00	$1,960.00	$1.00	$1,960.00
S14	ELECTRIC CONDR (NO. 6) INSULATED	3,920	LF	$0.60	$2,352.00	$0.65	$2,548.00	$0.65	$2,548.00	$0.62	$2,430.40	$0.61	$2,391.20	$1.05	$4,116.00	$1.05	$4,116.00
S15	GROUND BOX TY A (122311)	5	EA	$400.00	$2,000.00	$433.80	$2,169.00	$435.00	$2,175.00	$412.00	$2,060.00	$405.28	$2,026.40	$393.75	$1,968.75	$390.00	$1,950.00
S16	GROUND BOX TY A (122311) W / APRON	2	EA	$450.00	$900.00	$488.03	$976.06	$485.00	$970.00	$463.50	$927.00	$455.94	$911.88	$498.75	$997.50	$490.00	$980.00
S17	GROUND BOX TY 1 W/ APRON (FOR FIBER)	14	EA	$3,000.00	$42,000.00	$3,253.52	$45,549.28	$3,250.00	$45,500.00	$3,090.00	$43,260.00	$3,039.58	$42,554.12	$2,310.00	$32,340.00	$2,270.00	$31,780.00
S18	ELECTRICAL SERVICE TYPE A (240/480)60(NS)AL(E)PS(U)	1	EA	$3,800.00	$3,800.00	$4,121.13	$4,121.13	$4,100.00	$4,100.00	$3,914.00	$3,914.00	$3,850.13	$3,850.13	$4,305.00	$4,305.00	$4,225.00	$4,225.00
S19	LUMINAIRE POLE (DUAL ARM) (30' WITH 4' ARMS) GROUND MOUNTED	28	EA	$1,500.00	$42,000.00	$1,626.76	$45,549.28	$1,625.00	$45,500.00	$1,545.00	$43,260.00	$1,519.79	$42,554.12	$1,764.00	$49,392.00	$1,735.00	$48,580.00
S20	LUMINAIRE POLE (SINGLE ARM) (30' WITH 4' ARM) BRIDGE MOUNTED	18	EA	$1,425.00	$25,650.00	$1,545.42	$27,817.56	$1,550.00	$27,900.00	$1,467.75	$26,419.50	$1,443.80	$25,988.40	$1,627.50	$29,295.00	$1,600.00	$28,800.00
S21	LUMINAIRE POLE (SINGLE ARM) (30' WITH 4' ARM) WALL MOUNTED	2	EA	$1,800.00	$3,600.00	$1,952.11	$3,904.22	$1,950.00	$3,900.00	$1,854.00	$3,708.00	$1,823.75	$3,647.50	$1,890.00	$3,780.00	$1,855.00	$3,710.00
S22	LUMINAIRE FIXTURE (CITY STD - TY III) (250W PSMH)	54	EA	$490.00	$26,460.00	$531.41	$28,696.14	$540.00	$29,160.00	$504.70	$27,253.80	$496.46	$26,808.84	$525.00	$28,350.00	$515.00	$27,810.00
S23	LUMINAIRE FIXTURE (CITY STD - TY IV) (250W PSMH)	22	EA	$490.00	$10,780.00	$531.41	$11,691.02	$540.00	$11,880.00	$504.70	$11,103.40	$496.46	$10,922.12	$525.00	$11,550.00	$515.00	$11,330.00
TOTAL AMOUNT BID - BASE BID B - ILLUMINATION IMPROVEMENTS					**$396,076.00**		**$429,531.91**		**$429,352.50**		**$407,979.44**		**$401,246.24**		**$402,454.60**		**$395,485.80**
Base Bid B - Traffic Signal System Improvements (Sta 243+50 to End)																	
T1	DRILL SHAFT (TRF SIG POLE) (24 IN)	70	LF	$100.00	$7,000.00	$108.45	$7,591.50	$110.00	$7,700.00	$103.00	$7,210.00	$101.32	$7,092.40	$105.00	$7,350.00	$103.00	$7,210.00
T2	DRILL SHAFT (TRF SIG POLE) (36 IN)	52	LF	$175.00	$9,100.00	$189.79	$9,869.08	$195.00	$10,140.00	$180.25	$9,373.00	$177.31	$9,220.12	$189.00	$9,828.00	$186.00	$9,672.00
T3	DRILL SHAFT (TRF SIG POLE) (48 IN)	198	LF	$210.00	$41,580.00	$227.75	$45,094.50	$225.00	$44,550.00	$216.30	$42,827.40	$212.77	$42,128.46	$262.50	$51,975.00	$260.00	$51,480.00
T4	CONDT (PVC) (SCHD 40) (2")	2,305	LF	$4.00	$9,220.00	$4.34	$10,003.70	$4.30	$9,911.50	$4.12	$9,496.60	$4.05	$9,335.25	$4.46	$10,280.30	$4.40	$10,142.00
T5	CONDT (PVC) (SCHD 40) (2") (BORE)	695	LF	$11.00	$7,645.00	$11.93	$8,291.35	$12.00	$8,340.00	$11.33	$7,874.35	$11.15	$7,749.25	$13.65	$9,486.75	$13.40	$9,313.00
T6	CONDT (PVC) (SCHD 40) (3")	510	LF	$5.00	$2,550.00	$5.42	$2,764.20	$5.40	$2,754.00	$5.15	$2,626.50	$5.07	$2,585.70	$7.88	$4,018.80	$7.75	$3,952.50
T7	CONDT (PVC) (SCHD 40) (4")	2,240	LF	$5.25	$11,760.00	$5.69	$12,745.60	$5.70	$12,768.00	$5.41	$12,118.40	$5.32	$11,916.80	$8.19	$18,345.60	$8.05	$18,032.00
T8	CONDT (PVC) (SCHD 40) (4") (BORE)	635	LF	$18.00	$11,430.00	$19.52	$12,395.20	$19.00	$12,065.00	$18.54	$11,772.90	$18.24	$11,582.40	$19.95	$12,668.25	$19.60	$12,446.00
T9	ELEC CONDR (NO. 4) INSULATED	821	LF	$1.00	$821.00	$1.08	$886.68	$1.10	$903.10	$1.03	$845.63	$1.01	$829.21	$1.73	$1,420.33	$1.70	$1,395.70
T10	ELEC CONDR (NO. 6) BARE	2,895	LF	$0.60	$1,737.00	$0.65	$1,881.75	$0.65	$1,881.75	$0.62	$1,794.90	$0.61	$1,765.95	$1.00	$2,895.00	$1.00	$2,895.00
T11	ELEC CONDR (NO. 8) INSULATED	6,628	LF	$0.50	$3,314.00	$0.54	$3,579.12	$0.55	$3,645.40	$0.52	$3,446.56	$0.51	$3,380.28	$0.89	$5,898.92	$0.90	$5,965.20
T12	ELEC CONDR (NO. 12) INSULATED	1,800	LF	$0.40	$720.00	$0.43	$774.00	$0.45	$810.00	$0.41	$738.00	$0.41	$738.00	$0.42	$756.00	$0.45	$810.00
T13	GROUND BOX TY C (162911) W/APRON	21	EA	$450.00	$9,450.00	$488.03	$10,248.63	$485.00	$10,185.00	$463.50	$9,733.50	$455.94	$9,574.74	$525.00	$11,025.00	$515.00	$10,815.00
T14	ELC SRV TY D 120 / 240 060 (NS) AL (E) PS (U) (INSTALL ONLY)	2	EA	$600.00	$1,200.00	$650.71	$1,301.42	$650.00	$1,300.00	$618.00	$1,236.00	$607.92	$1,215.84	$1,365.00	$2,730.00	$1,340.00	$2,680.00
T15	INSTALL HWY TRF SIG (ISOLATED)	3	EA	$9,000.00	$27,000.00	$9,760.56	$29,281.68	$9,750.00	$29,250.00	$9,270.00	$27,810.00	$9,118.73	$27,356.19	$20,737.50	$62,212.50	$20,400.00	$61,200.00
T16	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	3,860	LF	$1.00	$3,860.00	$1.08	$4,168.80	$1.10	$4,246.00	$1.03	$3,975.80	$1.01	$3,898.60	$1.00	$3,860.00	$1.00	$3,860.00
T17	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	730	LF	$1.20	$876.00	$1.30	$949.00	$1.30	$949.00	$1.24	$905.20	$1.22	$890.60	$1.21	$883.30	$1.20	$876.00
T18	TRF SIG CBL (TY A) (12 AWG) (10 CONDR)	1,682	LF	$2.00	$3,364.00	$2.17	$3,649.94	$2.20	$3,700.40	$2.06	$3,464.92	$2.03	$3,414.46	$1.68	$2,825.76	$1.65	$2,775.30
T19	TRF SIG CBL (TY A) (12 AWG) (20 CONDR)	1,673	LF	$3.00	$5,019.00	$3.25	$5,437.25	$3.25	$5,437.25	$3.09	$5,169.57	$3.04	$5,085.92	$2.99	$5,002.27	$2.95	$4,935.35
T20	TRF SIG CBL (TY A) (12 AWG) (25 CONDR)	890	LF	$4.00	$3,560.00	$4.34	$3,862.60	$4.30	$3,827.00	$4.12	$3,666.80	$4.05	$3,604.50	$3.99	$3,551.10	$3.95	$3,515.50
T21	PED POLE ASSEMBLY	7	EA	$600.00	$4,200.00	$650.70	$4,554.90	$650.00	$4,550.00	$618.00	$4,326.00	$607.92	$4,255.44	$892.50	$6,247.50	$880.00	$6,160.00
T22	PED PUSH BUTTON POLE ASSEMBLY	7	EA	$600.00	$4,200.00	$650.70	$4,554.90	$650.00	$4,550.00	$618.00	$4,326.00	$607.92	$4,255.44	$682.50	$4,777.50	$670.00	$4,690.00

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: L. Nathan Ard

Owner:	City of Frisco, Texas
Job No.:	061173017
Project:	Rockhill Parkway (CR 26 to SH 289)
Date:	January 22, 2013

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7	
				Mario Sinacola & Sons Excavating 10950 Research Road Frisco, TX 75034		Lone Star Civil Construction 4320 Windsor Centre Tr. Ste. 500 Flower Mound, TX 75028		Haydon Building Corp. 4640 E. Cotton Gin Loop Phoenix, AZ 85040		Austin Bridge and Road, LP 6330 Commerce Dr. Ste. 150 Irving, TX 75063		Texas Sterling Construction Co. 3475 High River Road Fort Worth, Texas 76155		Ed Bell Construction Company P.O. Box 540787 Dallas, Texas 75354		Tiseo Paving Company P.O. Box 270040 Dallas, Texas 75227	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
T23	REMOVE RDWY ILL ASSEM	2	EA	$250.00	$500.00	$271.13	$542.26	$270.00	$540.00	$257.50	$515.00	$253.30	$506.60	$367.50	$735.00	$361.00	$722.00
T24	APS PUSH BUTTONS AND SIGN ASSEMBLIES	20	EA	$825.00	$16,500.00	$894.72	$17,894.40	$950.00	$19,000.00	$849.75	$16,995.00	$835.88	$16,717.60	$971.25	$19,425.00	$955.00	$19,100.00
T25	CABINET PAD AND CABINET BASE	1	EA	$1,100.00	$1,100.00	$1,192.96	$1,192.96	$1,190.00	$1,190.00	$1,133.00	$1,133.00	$1,114.51	$1,114.51	$1,470.00	$1,470.00	$1,450.00	$1,450.00
T26	RED INDICATION CONFIRMATION LIGHTS	10	EA	$145.00	$1,450.00	$157.25	$1,572.50	$155.00	$1,550.00	$149.35	$1,493.50	$146.91	$1,469.10	$157.50	$1,575.00	$155.00	$1,550.00
TOTAL AMOUNT BID - BASE BID B - TRAFFIC SIGNAL SYSTEM IMPROVEMENTS					**$189,156.00**		**$205,087.92**		**$205,743.40**		**$194,874.53**		**$191,683.36**		**$261,242.88**		**$257,642.55**
Base Bid B - Landscape Improvements (Sta 243+50 to End)																	
L1	TREE, CEDAR ELM, 4" CAL	14	EA	$270.00	$3,780.00	$298.52	$4,179.28	$650.00	$9,100.00	$277.78	$3,888.92	$200.00	$2,800.00	$300.00	$4,200.00	$620.00	$8,680.00
L2	TREE, CHINESE PISTACHIO, 4" CAL	13	EA	$326.00	$4,238.00	$360.56	$4,687.28	$650.00	$8,450.00	$335.51	$4,361.63	$200.00	$2,600.00	$350.00	$4,550.00	$620.00	$8,060.00
L3	TREE, CHINKAPIN OAK, 4" CAL	11	EA	$326.00	$3,586.00	$360.11	$3,961.21	$650.00	$7,150.00	$335.51	$3,690.61	$200.00	$2,200.00	$350.00	$3,850.00	$620.00	$6,820.00
L4	1" COMPOST & 3" MULCH	152	CY	$33.00	$5,016.00	$35.70	$5,426.40	$41.00	$6,232.00	$33.22	$5,049.44	$18.00	$2,736.00	$35.00	$5,320.00	$39.15	$5,950.80
TOTAL AMOUNT BID - BASE BID B - LANDSCAPE IMPROVEMENTS					**$16,620.00**		**$18,254.17**		**$30,932.00**		**$16,990.60**		**$10,336.00**		**$17,920.00**		**$29,510.80**
Base Bid B - Irrigation System Improvements (Sta 243+50 to End)																	
I1	IRRIGATION SYSTEM (COMPLETE)	1	LS	$45,143.26	$45,143.26	$34,472.03	$34,472.03	$53,000.00	$53,000.00	$38,100.00	$38,100.00	$10,000.00	$10,000.00	$75,000.00	$75,000.00	$50,000.00	$50,000.00
TOTAL AMOUNT BID - BASE BID B - LANDSCAPE IMPROVEMENTS					**$45,143.26**		**$34,472.03**		**$53,000.00**		**$38,100.00**		**$10,000.00**		**$75,000.00**		**$50,000.00**
Base Bid B - Contingencies (Sta 243+50 to End)																	
C1	CONTINGENCY (STREET)	1	LS	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00
C2	CONTINGENCY (WATER)	1	LS	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00
TOTAL AMOUNT BID - BASE BID B - CONTINGENCIES					**$1,225,000.00**		**$1,225,000.00**		**$1,225,000.00**		**$1,225,000.00**		**$1,225,000.00**		**$1,225,000.00**		**$1,225,000.00**
TOTAL AMOUNT BASE BID B					**$18,113,085.14**		**$17,874,417.43**		**$19,269,875.19**		**$18,993,354.82**		**$19,963,492.12**		**$19,237,998.52**		**$19,962,281.09**
Alternate Bid B1 - Water System Improvements (Sta 243+50 to End)																	
W1	DEDUCT 30" PVC PIPE (AWWA, C-905, DR-18)	-3,067	LF	$179.00	-$548,993.00	$168.86	-$517,893.62	$150.00	-$460,050.00	$199.69	-$612,449.23	$156.22	-$479,126.74	$177.13	-$543,257.71	$166.90	-$511,882.30
W2	DEDUCT 30" PVC PIPE (AWWA, C-905, DR-21)	-1,263	LF	$154.00	-$194,502.00	$143.87	-$181,707.81	$115.00	-$145,245.00	$152.40	-$192,481.20	$136.27	-$172,109.01	$148.70	-$187,808.10	$140.10	-$176,946.30
W31	ADD 30" DUCTILE IRON CLASS 150 WATER PIPE	4,330	LF	$160.00	$692,800.00	$153.01	$662,533.30	$120.00	$519,600.00	$165.01	$714,493.30	$136.23	$589,875.90	$133.39	$577,578.70	$125.70	$544,281.00
AMOUNT BID - ALTERNATE BID B1-WATER SYSTEM IMPROVEMENTS					**-$50,695.00**		**-$37,068.13**		**-$85,695.00**		**-$90,437.13**		**-$61,359.85**		**-$153,487.11**		**-$144,547.60**
L AMOUNT BASE BID B + ALTERNATE BID B1					**$18,062,390.14**		**$17,837,349.30**		**$19,184,180.19**		**$18,902,917.69**		**$19,902,132.27**		**$19,084,511.41**		**$19,817,733.49**
L AMOUNT BASE BID A + BASE BID B)					**$25,898,170.97**		**$26,312,719.72**		**$27,767,657.99**		**$27,831,798.27**		**$28,311,603.27**		**$28,972,194.46**		**$29,140,422.17**
L AMOUNT BASE BID A + ALTERNATE BID A1 + BASE BID B + ALTERNATE BID B1)					**$25,889,655.97**		**$26,326,583.94**		**$27,713,597.99**		**$27,777,214.14**		**$28,285,393.42**		**$28,834,103.05**		**$29,010,461.82**

Kimley-Horn
and Associates, Inc.

Suite 275
2201 West Royal Lane
Irving, Texas
75063-3206

January 23, 2013

Via Mail and Email

Mr. David Chacon
City of Frisco, Engineering Services
6101 Frisco Square Blvd., 3rd Floor
Frisco, Texas 75034

Re: Rockhill Parkway (CR 269 to SH 289)
KHA No. 061123017

Dear David:

On January 22, 2013, the City of Frisco received bids for the Rockhill Parkway (CR 26 to SH 289) project. The following seven bids were received:

Contractor	Base Bid A + Alternate Bid A1 + Base Bid B + Alternate Bid B1
Mario Sinacola & Sons Excavating, Inc.	$25,889,655.97
Lone Star Civil Construction	$26,326,583.94
Haydon Building Corp.	$27,713,597.99
Austin Bridge and Road, LP	$27,777,214.14
Texas Sterling Construction Co.	$28,285,393.42
Ed Bell Construction Company	$28,834,103.05
Tiseo Paving Company	$29,010,461.82

A detailed bid tabulation is attached for your review and consideration.

Kimley-Horn and Associates, Inc. has reviewed the low bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that Mario Sinacola & Sons Excavating, Inc. is the lowest responsive bidder.

If you have any questions or comments, please give me a call.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

L. Nathan Ante

L. Nathan Ante, P.E.

LNA:jlp
Enclosure

K:\LAC_Roadway\061123017\CCA\Bidding\Rec Award Letter.doc

TEL 214 420 5600
FAX 214 420 5680

AGENDA ITEM #16.

PROGRESS IN MOTION

Parks and Recreation Department
City of Frisco, Texas

Memorandum

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

Cc: George A. Purefoy, City Manager
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation
Dudley Raymond, RLA, Parks Planning and Business Development Manager

From: John E. Doshier, Parks Project Manager

Date: 01/29/13

Subject: **Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Halff Associates, Inc. to perform professional design services for the Three Cities Hike and Bike Trail Project.**

Action Requested: Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Halff Associates, Inc. to perform design services for the Three Cities Hike and Bike Trail project in the amount of $185,340.

Background Information: TxDOT has announced through the North Central Texas Council of Governments (NCTCOG) that there will be a call for projects for 2012 Transportation Enhancement. The NCTCOG made the public aware on October 1, 2012, that the deadline would be November 16, 2012. Staff attended the pre-submittal meeting where members from NCTCOG and TxDOT laid out the program requirements and submittal requirements on October 22, 2012. All indications are that the projects which are scored high enough to receive assistance will be announced in July of 2013.

Staff submitted the application and anticipates an estimated cost of $1,077,610 for construction with Frisco pledging a 30% match for the TxDOT Transportation Enhancement Program.

If we are not successful in this call, the plans could be used if Frisco submits for a call in the future or the City could decide to build the project without grant assistance.

Continuing along West Rowlett Creek, this trail connection would start on the northern end of the existing trail in Limestone Quarry Park and then go under the Sam Rayburn Tollway, through the NE corner of Plano and extend under Custer Road into Allen. This is the route that was identified in the Six Cities Trail Master Plan.

Board Review/Citizen Input: The Park & Recreation Board and the Community Development Corporation are aware of the project.

Alternatives:

- Approve
- Table
- Not approve
- Direct Staff to make changes

Financial Considerations: Park Development Funds, Bond Funds.

Legal Review: The City attorney has reviewed and approved this agreement as to form.

Supporting Documents:

- Agreement
- Resolution
- Insurance
- Area Map

Staff Recommendation: Approve Agreement for professional design services to include final construction layout and grading plans in the amount of $185,340.

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

HALFF ASSOCIATES, INC. (CONSULTANT)

FOR

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
(972) 292-5000

and the Consultant: **Halff Associates, Inc.**
Lenny Hughes, RLA, Vice President
1201 North Bowser Road
Richardson, Texas 75081
(214) 346-6200

for the following Project: **Three Cities Hike and Bike Trail**

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 **Halff Associates, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to design prepare a preliminary schematic design for the Three Cities Hike and Bike Trail, hereinafter referred to as "Project;" and

WHEREAS, the Consultant desires to render such **Professional Design Services** for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. Consultant shall be solely responsible for ensuring all services it subcontractors are completed to the satisfaction of the City and in compliance with this Agreement

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

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

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

1.3 **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 and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than **30 calendar days from the date of the signed agreement.**

ARTICLE 2
THE CITY'S RESPONSIBILITIES

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

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

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

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 Compensation for Consultant's Services – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Lump Sum, for an amount not to exceed One Hundred Eighty Five Thousand, Three Hundred Forty Dollars and 00/100 ($185,340.00), ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget guidelines.

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 zero percent (5%) of the Consultant's Fee, or Nine Thousand Two Hundred Sixty Seven Dollars and no/100 ($9,267.00). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 Disputes between City and Construction Contractor – 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 (5%) percent of Consultant's Fee allocated for the design of the Project in the amount of Nine Thousand Two Hundred Sixty Seven Dollars and no/100 ($9,267.00) shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project.

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to City.

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*
	Principal	$195.00
	Project Manager	$150.00
	Sr. Landscape Architect	$120.00
	Landscape Designer	$ 90.00
	CADD Technician	$ 70.00
	Licensed Irrigator	$120.00
	Administration/Clerical	$ 50.00
	Professional Engineer	$155.00
	Engineer In Training	$105.00

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

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

3.6 Disputed Payment Procedures – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice,

within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

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

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

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

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 Documents Property of the City – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City's own risk.

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

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 Required General Liability Insurance – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy

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

5.2 Required Professional Liability Insurance – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

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

5.4 Circumstances Requiring Umbrella Coverage or Excess Liability Coverage – If Project size and scope warrant, and if identified on the checklist located in Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00), per occurrence. 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 RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT,

REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). 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
Parks and Recreation Department
The City of Frisco, Texas
6101 Frisco Square Boulevard
Frisco, Texas 75034

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

Halff Associates, Inc.
Lenny Hughes, RLA, Vice President
1201 North Bowser Road
Richardson, Texas 75081

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: _____
George Purefoy

Title: City Manager

CONSULTANT
Halff Associates, Inc.

By: _____
Lenny Hughes

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 _____, 2013.

_____
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 Lenny Hughes, 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 16 DAY OF January, 2013.

TANZY WILSON IBANEZ
Notary Public, State of Texas
My Commission Expires
December 29, 2014

Tanzy Wilson Ibanez
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: December 29, 2014

EXHIBIT "A"
SCOPE OF SERVICES

Purpose

The purpose of this project is to prepare plans and specifications for the Three Cities Trail along the West side of West Rowlett Creek in the City of Frisco, TX. Funding for the Three Cities trail is currently being pursued through the TxDOT Transportation Enhancement Program 2012 as a joint venture between the City of Frisco and TxDOT.

Project Assumptions

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation.

1. The project planning area for Work Order (WO) 01, will encompass approximately 0.5 miles of trail located along the west side of West Rowlett Creek in the City of Frisco between Limestone Quarry Park and the City of Plano city limits and approximately 900 L.F. of sidewalk enhancements from the Three Cities Trail connector to Custer Road.

2. The Client will supply existing and proposed data related to the project sites, to the planning and design team, as available, for use during the design and construction documentation process. Existing data to be provided to the design team consists of:
   a. Existing Utility Information – The Client will provide as-built plans for all existing utilities located within the limits of the project site and along SH121. Plans shall show all utilities including but not limited to water, sanitary sewer, storm drain facilities, or any utilities related to the associated with the project.
   b. Property Ownership Parcels – The Client will provide the design team with available parcel and ownership data for all properties adjacent to the proposed corridor.
   c. Environmental Investigations – The Client will provide the design team with available data and information from existing environmental reports for the project site.

3. The project drawings and specifications will follow the TxDOT CADD standards.

4. An air quality analysis is not anticipated to be required as part of this scope of work.

5. A noise analysis is not anticipated to be required as part of this scope of work.

6. An indirect and cumulative effects analysis is not anticipated to be required as part of this scope of work.

7. This scope of work does not include formal Section 7 consultation with the Assessment for the project and agency consultation to allow the USFWS to

formulate a Biological Opinion. This scope of work also excludes the development and implementation of mitigation plans for potential impacts to threatened and endangered species. If required, these additional services would be performed under a supplemental work order.

8. TxDOT's environmental rules under 43 TAC, Chapter 2 (effective April 16, 2012) prescribe a process where the project sponsor and the entity approving the environmental document must agree on the "project scope" (document type and content). The project scoping would occur at a meeting with the TxDOT Dallas District held early in the process. For the purpose of preparing this proposal, it is assumed that a BCE or PCE would be the appropriate environmental document. In the event it is determined that a BCE or PCE is not the appropriate level of documentation for the proposed project, Halff will prepare a supplemental scope of work to allow completion of a Categorical Exclusion or other suitable document, as determined at the scoping meeting.

9. It is our understanding that the City of Frisco intends to partially fund the proposed project by applying for federal funds through the Texas Transportation Enhancement Program. An environmental review is required for the proposed project in accordance with the National Environmental Policy Act (NEPA) of 1969 and the Council on Environmental Quality (CEQ)Regulations (40 CFR Parts 1500 - 1508), 23 Code of Federal Regulations (CFR) Part 771, 43 Texas Administrative Code (TAC) Chapter 2, and Federal Highway Administration (FHWA) Technical Advisory T6640.8A. The environmental review must also be conducted in accordance with the TxDOT Environmental Affairs Division (ENV) Environmental Manual (2004) and applicable TxDOT ENV Standards of Uniformity (SOU) in effect as of the date of this scope of work.

10. This scope of work and fee estimate are based on the assumption that the proposed project would meet the requirements of 23 CFR 771.117, Categorical Exclusions, as well as the conditions for Blanket Categorical Exclusions (BCE) and Programmatic Categorical Exclusions(PCE) outlined in the *Programmatic Agreement for the Review and Approval of NEPA Categorically Excluded Transportation Projects between the Federal Highway Administration Texas Division and the Texas Department of Transportation*, as amended. Such conditions include, but are not limited, to the following:

    - The project shall not involve acquisition of more than minor amounts of right-of-way (ROW) as defined in the Programmatic Agreement.
    - There will be no commercial or residential displacements.
    - The action shall not involve a "use" of properties protected by Section 4(f) of the Department of Transportation Act (as defined in 49 U.S. Code [USC] 303). Any deminimis actions shall be approved, if appropriate, by the FHWA before a project is allowed to be processed as a PCE.

EXHIBIT "A"
SCOPE OF SERVICES

- The action shall not have been determined by the State Historical Preservation Officer (SHPO) to have an adverse effect on any property determined eligible for the National Register of Historic Places (NRHP).
- The action shall not be subject to an individual Section 408, 404 and/or Section 10 permit, or Nationwide Permit (NWP) 23 issued by the U.S. Army Corps of Engineers (USACE).
- The action shall not lead to a determination of other than "no effect" or "may affect, not likely to adversely affect" for federally listed resources under regulations implementing the Endangered Species Act.

11. The proposed scope of work does not include a CLOMR (or LOMR upon completion of project construction) submittal to FEMA. This additional scope and fee can be included per client's request. Hydraulics scope does not include the design of erosion protection. Scope does not include any coordination with TxDOT or NTTA beyond hydraulics. Scope does not include development of Hydraulic Data Sheets for TxDOT/NTTA.

Scope of Services – Basic Services

WO 01 – Three Cities Trail Planning and Construction Documentation

1. Data Collection and Base Map Preparation

a. Attend one (01) coordination/project kick0off meeting with the City of Frisco, TxDOT, NTTA and other entities to establish the project's goals and objectives, identify parameter for the upcoming planning efforts.

b. Establish parameters and procedures to be used when assembling previous studies and existing data for use during the planning and design efforts, including the number of copies to be delivered by participants and timeframes for data availability and assembly.

c. Establish data management protocols and procedures to ensure data collection is consistent and accurate from different consultants and team members.

d. Compile the digital information provided by the Client during the data gathering exercises into a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets; existing wet and dry utilities; and existing topography.

e. Initiate and coordinate one (01) site investigation study related to the topography of the site; soils composition and analysis; utilities; vegetation areas; and comprehensive plan impacts. The impacts and opportunities that

EXHIBIT "A"
SCOPE OF SERVICES

result from these studies will be documented for use in the final development plan preparation process.

2. Topographical Survey

a. Halff will perform detailed topographical surveying for the Three Cities Trail project. The survey will be based on the Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:

i. Horizontal and Vertical control points will be established such that all points of construction will be within 500 feet of a control point.

ii. Topographic features will be surveyed along with any and all other features needed for design within a 50' swath of proposed Trail. Ground surface contours at an interval of one (1) foot supplemented by appropriate spot elevations accurate to 0.1 foot elevation. Tie existing trees 6-inch caliper and larger within 20' to either side of the limits of improvements of the Trail. Existing surface utility appurtenances as needed. Existing drainage and utility information. Other visible surface features and underground utilities shown based on field ties of visible surface appurtenances, and City and franchise utilities record information. The surveyor and engineer cannot certify as to the accuracy or completeness of the record documents used to locate the existing underground utilities.

iii. Existing property corners, iron pins, etc. will be tied to establish existing rights of-way and property lines.

b. Halff will prepare an estimate estimated 2 easement parcels may be required to provide easements for the length of the project. Upon approval of horizontal alignment, CONSULTANT shall survey, render field notes, and prepare detailed individual exhibits for all easement parcels. The Easements will meet the State of Texas Board of Professional Land Surveying requirements. Easements will include:

i. Individual Exhibits for each parcel shall be prepared to contain the following:

- Area required
- Parcel number
- Property owner name, mailing address, and volume and page of deed
- Existing easements
- Exhibits will be drawn to scale
- All of the above shall be placed on one page of 8-1/2" x 11" paper, labeled as Exhibit "B" and signed and sealed by a Texas

EXHIBIT "A"
SCOPE OF SERVICES

Registered Professional Land Surveyor.

ii. Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard City of Frisco conveyance document as Exhibit "A".

iii. Submit easement documents to the City and make necessary corrections.

iv. Upon approval of the easements by the City, the CONSULTANT shall stake and flag the easement for inspection by the appraiser and property owner. The documents, including legal description, shall be furnished to the City in Microsoft Word format.

3. Preliminary Design and Concept Development

a. Master Plan Refinement – Based upon the site inventory, site analysis, preliminary schematic design and the project kick-off meeting, Halff will prepare one (01) refined master plan showing plan layouts, perspectives, sketch illustrations and detailed drawings that help communicate the design intent and vision of the project.

b. Amenity Concept Development – Halff will prepare two (02) concept alternatives, incorporating the elements outlined in the Transportation Enhancement Program Nomination Form 2012. Amenity elements to include retaining walls, pedestrian railing, overlooks, interpretive signage, mile markers, wayfinding kiosk and gateway monuments.

c. Amenity Concept Refinement - Halff will prepare one (01) refined concept based on the comments received from city staff. The refined concept will be in CADD format, suitable for incorporating as a starting point for construction drawing preparation.

d. Concept Development Client Meetings – Halff will conduct one (01) concept review meeting with the Client to present and review the preliminary concept master plan and amenity concepts. Upon refining the master plan and amenity concepts Halff will then conduct one (01) final concept review meeting with the Client to present and review the final concept master plan, and amenity concepts for the Clients final approval. The meetings will be organized and set up by the City. The City will organize the time and place for the review meeting.

e. Concept Development Stakeholder Meetings – Halff will conduct one (01) concept review meeting with the Development Stakeholders to present and review the preliminary concept master plan and amenity concepts. Upon refining the master plan and amenity concepts Halff will then conduct one (01)

final concept review meetingwith the Stakeholders to present and review the final concept master plan, and amenity concepts for the Stakeholders final approval. The meetings will be organized and set up by the City. The City will organize the time and place for the review meeting.

f. Public Meetings – Halff will conduct two (02) public meetings to present and review the concept master plan. The public meeting will be organized and set up by the City of Frisco. The City of Frisco staff will organize the attendees, time and place for the review meeting.

g. Design Conference – Halff will conduct one (01) design conference with TxDOT to review and understand the design intent for the project prior to the construction document preparation. The design conference will be organized and set up by the City of Frisco. The City of Frisco staff will organize the attendees, time and place for the review meeting.

4. Construction Document Preparation

a. Based on the approved concept, Halff shall prepare, for approval by the City and TxDOT, a complete and correct set of construction documents, specifications and cost estimate as defined below. Halff shall prepare and print four (04) draft sets of drawings for review and comment, and shall be submitted at 30%, 60%, 95% and 100% submittal stages as defined in the attached project schedule. Halff will provide the following drawings:

- **Demolition Plan**
  Halff Associates will prepare the demolition plan, which will provide notes and details required for the demolition, removal and disposal of site features, trash, debris, tree protection and preservation. We reserve that the tree protection will be quite extensive and will require an on the ground evaluation for plant materials to be preserved. The demolition plan and specifications will be coordinated with the City of Frisco for proper disposal and/or preservation. Plans will be sealed by a Licensed Landscape Architect.

- **Site Grading Plan**
  The Grading Plan includes the notes and details required to allow grading of the trail facility renovation and improvements. This plan will show existing and proposed ground contour lines, and spot elevations needed to grade the site for drainage. Plans will be sealed by a Professional Engineer.

- **Trail Dimension Control Plan and Site Amenities Layout**
  Halff Associates will design and provide details for the trail and associated site amenities (interpretive signage, bike racks, benches, wayfinding kiosk and trash receptacles). Fee includes plans and specifications for the trail, sub-grade preparation, jointing requirements, and construction notes.

EXHIBIT "A"
SCOPE OF SERVICES

Geometric dimension control will be provided. Dimension control will include coordinate geometry and typical dimensions of the trail. A geotechnical report with paving recommendations will be required, as described in the Special Services section of this proposal. Plans will be sealed by a Licensed Landscape Architect.

- **Landscape Plan**
  Halff Associates will design the landscape planting plan. The landscape plan will show all plantings, arrangement of plant materials, mow and minimal mow areas, and landscape berms. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan. Details for the proper installation of plants will also be included. Plans will be sealed by a Licensed Landscape Architect.

- **Irrigation Plan**
  Halff Associates will design and provide details for the irrigation plan. Upon approval of the landscape plan, we will prepare an irrigation plan that responds to the proposed landscape, being sensitive to planned prairie grass establishment areas. The plan will be developed with an emphasis on proper zoning of the system in order to maximize efficient water management. The system will be designed to permit separate watering of turfgrass. Details for the proper installation of sprinkler heads, valves, pipe, service connection, controller and other items will be shown on the plan. Plans will be sealed by a Licensed Irrigator.

- **Structural Design**

  Halff will provide structural engineering design for bridge abutments, signage, kiosks and retaining walls as approved during the Concept Development phase. Drawings will include layout plans, section and details with dimensional control information necessary to construct the safety wall/barrier. Plans will be sealed by a Professional Engineer.

- **Storm Water Pollution Prevention**
  Prepare one erosion control plan in conjunction with the grading plans. This task is for the preparation of design drawings and associated details only. The Storm Water Pollution Prevention Plan (SWP3), including but not limited, to the Notice of Intent (NOI), project description, inspection forms, Notice of Termination (NOT), etc. are not included in this item and will be provided by the contractor. The Contractor and Owner will be responsible for execution and implementation of NOI, NOT, and SWP3. Plans will be sealed by a Professional Engineer.

b. Attend four (04) coordination meetings with the City of Frisco, TxDOT, NTTA

EXHIBIT "A"
SCOPE OF SERVICES

and other entities at each drawing submittal to coordinate the project status, project issues and project timeline. The meetings will be organized and set up by the City. The City will organize the time and place for the review meeting.

5. Construction Phase Services (on an hourly not to exceed basis)

Based on approved Construction Drawings, Consultant shall provide ten (10) sets of plans and project manuals for use in bidding. Halff will furnish the City one (1) set of original construction plans and one original copy of the project manual. Based upon this Halff will provide bid phase services to include the following:

a. Bidding
   i. Attend pre-bid meeting and answer any questions that may arise from the meeting. Prepare minutes for distribution to all attendees.
   ii. Prepare Bid Addenda as required.
   iii. Tabulate bids and make recommendation for award of contract.

City shall advertise bid document, attend pre-conference meeting and review contract bid, review contractor insurance requirements and confirm contractor recommendation.

b. Construction Administration
   i. Attend a pre-construction meeting and monthly progress meetings as required (up to ten (10) site visits are included during the work phase of the construction. Estimated construction time not to exceed ten (10) months).
   ii. Payment application review. These meetings shall be scheduled and coordinated with payment application review.
   iii. Review shop drawing.
   iv. Review Contractor submittals.
   v. Review lab test reports on materials and equipment.
   vi. Attend preliminary and final inspection and prepare punch list report.

c. Record Drawings
   i. Final As-Recorded Drawings of Construction Plans **as submitted by contractor** to be incorporated in CADD standard format. Drawings to consist of one (1) Auto CADD and one (1) PDF document on CD ROM format. This includes one (1) site visit to confirm contractor mark-ups.

Construction Phased Services excludes TxDOT Federal Administration duties such review and confirmation of Construction Contractor verification of payment to subs, staff and equipment rentals and purchases; standard City inspection of utilities, SW3P plans, and permitting.

EXHIBIT "A"
SCOPE OF SERVICES

6. Reimbursable Expenses

a. Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

7. Special Services

a. Environmental Services

The scope of services to be provided by Halff Associates, Inc (Halff) involves preparing environmental documentation in the form of a Blanket Categorical Exclusion (BCE) for the proposed Three Cities Hike and Bike Trail located on the north side of State Highway 121 (Sam Rayburn Tollway) and approximately 900 L.F. of sidewalk enhancements from the Three Cities Trail connector to Custer Road. The length of the proposed hike and bike trail is approximately one-half mile and includes a crossing of West Rowlett Creek in the City of Frisco.

The BCE will follow the current Texas Department of Transportation (TxDOT) environmental guidance for BCEs. All work is subject to the review and approval of TxDOT. The scope of service includes the tasks listed below.

I. Assemble and Review Data, Reports, Maps and Prepare BCE

Collect and review data, maps, reports, etc. to document the Existing/Affected Environment within the project study area. The data collected will include, but are not limited to, the following Social, Economic, and Environmental resources:

- Land use
- Socio-economic conditions
- Right-of-way requirements
- Relocations and displacements
- Public facilities and services
- Utility relocations
- Environmental justice
- Community cohesion
- Noise
- Water quality
- Wetlands and jurisdictional waters
- Floodplains
- Airway/highway clearance
- Visual/aesthetics
- Geology and soils
- Prime and unique farmlands
- Parks and recreation
- Pedestrian and bicycle facilities

EXHIBIT "A"
SCOPE OF SERVICES

- Section 4(f) and 6(f) properties and open space
- Threatened and endangered species
- Vegetation
- Cultural resources – historic structures and archeological resources
- Hazardous materials
- Construction impacts

ii. Field Visit
A field visit will be conducted to verify land use and other existing conditions within the study area. It has been assumed that the project area will be accessible, and appropriate right-of-entry for Halff to perform the tasks included in this scope of work will be coordinated and obtained by the City of Frisco.

iii. Public Involvement
If a Meeting with Affected Property Owners (MAPO) is required, it would be performed by Halff with assistance from the City (assumes five or less property owners). A letter will be prepared notifying each adjacent property owner about the proposed project. Questions and comments from property owners will be addressed by Halff through verbal or email communication with assistance from the City. A summary of the MAPO will be prepared for City and TxDOT files. No other public involvement is anticipated for this project. If a Public Meeting or Public Hearing is required, services would be provided under a supplemental work order.

iv. Evaluate Environmental Consequences
Evaluate and compare the environmental consequences of implementing the proposed project. Details concerning certain resource studies are provided below:

- Jurisdictional Waters of the United States – A survey to determine the presence or absence of waters of the United States, including wetlands,and an evaluation of applicable Section 404 permit requirements isincluded in this scope of work. However, documentation and a summary of findings would be incorporated into the environmental document as appropriate. Permitting issues and requirements will be identified. It is anticipated that a Section 404 (Nationwide) permit would be required for the proposed project. Navigational clearance under Section 9 and Section 10 of the Rivers and Harbors Act of 1899 is not anticipated forthis project. Development and implementation of mitigation plans is not included in this scope of work.

- Wildlife Habitat Analysis – Vegetation will be documented in the project area and a determination will be made of habitat impacts in accordance with the Memorandum of Understanding (MOU) and Memorandum of Agreement (MOA) between TxDOT and the Texas Parks and Wildlife

EXHIBIT "A"
SCOPE OF SERVICES

Department (TPWD). Development of detailed mitigation plans, if required, is not included in this scope of work and would be performed under supplemental work order.

- Threatened/Endangered Species – Document the Federal and State threatened and endangered species for the project area using TxDOT preferred text and table format. Document whether suitable habitat is present within the project area, and if the project is anticipated to impact any threatened and endangered species.

- Cultural Resources – Historic Structures – Halff will research the project area of potential effects (APE) to identify known eligible and listed National Register of Historic Places (NRHP) sites, State Archaeological Landmarks, State Historical Markers, and structures of 50 years of age or older. Identified resources will be photographed, described, and mapped. This information will be coordinated with TxDOT ENV Cultural Resources. This scope of work does not include intensive historic structure, site, or district surveys. If required, historic structure surveys would be performed under supplemental work order.

- Cultural Resources – Archeological – A description of the project footprint and previously disturbed areas within the archeological APE will be coordinated with TxDOT ENV Cultural Resources. This scope of work does not include obtaining an Antiquities Permit from the THC or performing intensive archeological surveys such as shovel testing and deep trenching for archeological sites. If required, intensive archeology surveys would be performed under supplemental work order.

- Section 4(f) and 6(f) Sites – Section 4(f) and 6(f) resources potentially impacted by the proposed project will be identified, described, and mapped. This scope does not include a separate 4(f) / 6(f) Evaluation. 4(f) / 6(f) Evaluations, if required, would be performed under a supplemental work order.

- Hazardous Materials – Hazardous materials sites will be identified through field surveys and aerial photography. If site surveys warrant, additional information such as State and Federal databases will be reviewed to establish whether there are potential hazardous material concerns that would affect the proposed project. This scope does not include a Phase I Environmental Site Assessment in accordance with ASTM standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys). If required, these additional services would be conducted under a supplemental work order.

EXHIBIT "A"
SCOPE OF SERVICES

i. Submittals – Environmental Document
Submittals will be in accordance with the applicable TxDOT Copy Matrix for Environmental Documents.

- Submit Summary Report to TxDOT District for coordination with TxDOT ENV Cultural Resources (archeology and historic structures/sites/districts; 30 day coordination for Cultural Resources is typical).
- Submit Draft BCE Report for TxDOT review and TPWD coordination (TPWD coordination is 45 days).
- Submit Final BCE Report and MAPO Summary (if required) to TxDOT.

ii. Deliverables – Environmental Document
Bound copies (up to fifteen hard copies) of the BCE report.

b. H&H Services

The City of Frisco is proposing to build an approximately one-half mile long concrete trail along the west side of West Rowlett Creek from just north of SH 121 to just south of SH 121 and approximately 900 L.F. of sidewalk enhancements from the Three Cities Trail connector to Custer Road.. The proposed trail will pass under the existing SH 121 bridge over West Rowlett Creek. There is a proposed pedestrian bridge crossing over the creek upstream of SH 121 associated with the trail project. West Rowlett Creek is a FEMA Zone AE with Floodway stream.

- Site Visit
- Obtain latest FEMA models for West Rowlett Creek and any previous drainage studies available from the City of Frisco. Obtain latest LIDAR topography, City of Frisco topography, aerial photography, and SH 121 bridge plans for the area.
- Field survey channel cross-sections. Assume 8 channel cross-sections.
- Update current effective FEMA hydraulic model with updated crosssections in the vicinity of the trail project from field survey and LIDAR data to develop revised existing conditions model.
- Develop proposed conditions hydraulic model based on proposed trail grading, trail features, and pedestrian bridge crossing.
- Analyze impacts of proposed trail improvements to 1% ACE floodplain and floodway.
- Iterate with civil, structural, and landscape architect designers to minimize hydraulic impacts of proposed features.
- Prepare draft hydraulics report and submit to City of Frisco floodplain administrator, NTTA, and TxDOT (2 hard copies each).
- Meet with City of Frisco floodplain administrator to discuss draft hydraulics report.
- Address City of Frisco, NTTA, and TxDOT comments and prepare final hydraulics report (3 hard copies and electronic submittal).

c. Geotechnical Services

EXHIBIT "A"
SCOPE OF SERVICES

i. Drillers and technicians will evaluate subsurface conditions with three (03) sample borings according the following field program.

- Bridges – One (01) boring drilled to depths of 20 feet, planned to extend at least 5 feet into unweathered gray shale.
- Overlooks – One (01) boring drilled to 15 feet.
- Trail – One (01) boring drilled to a depth of 5 feet.

ii. An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations.We will provide three copies of the report. The report will address:

- General soil and ground-water conditions
- Recommendations for foundation type, depth and allowable loading
- Minimum penetration of piers to resist uplift (if required)
- Foundation construction requirements
- Recommended lateral pressures for the design of below-grade walls and retaining structures
- Earthwork recommendations
- Guidelines for pavement design

d. Accessibility Review

i. Halff will submit drawings and specifications to the Texas Department of Licensing and Regulation for review of accessibility. We will incorporate any comments received and make adjustments to the plans as needed. This cost will be included as part of the base fee schedule.

Site inspection fees payable to TDL&R will be paid and delivered with transmittal of the plans to TDL&R. Printing of plans and specifications and shipping will be reimbursable expenses as defined herein.

Additional Services

Additional Services not included in the Proposed Scope of Work will be negotiated with the Client as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

1. Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.

2. Design of areas outside the limits of the project site.
3. Additions to the project scope or budget that causes additional work.
4. Additional meetings or workshops not identified in the project scope.
5. Additional work not specifically included in the above Proposed Scope of Work.
6. Trail profiles.

EXHIBIT "A"
SCOPE OF SERVICES

7. Hydrology computations, geotechnical investigations, pavement thickness design, landscape, irrigation, retaining wall and utility relocations for WO 02.
8. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
9. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees, and TDLR fees.
10. Design of gas, telephone or other utility improvements.
11. Printing of drawings, specification and contract documents except as noted herein.
12. Construction administration.
13. Construction bidding and negotiations, pre bid meetings, pre construction meetings and site observation meetings.
14. Full-time construction inspection.
15. Graphic products except as noted herein.
16. Design of utilities or other improvements outside of the project boundary.
17. Quality control and material testing services during construction except for submittal reviews.
18. Traffic Engineering reports or studies.
19. Construction staking.
20. Design of major existing utility relocations or modifications.
21. Negotiations/agreements with adjacent property Owners.
22. Plat or Final plat preparation.
23. As-built drawing preparation.
24. Contractor pay requests or submittals not required by the construction documents.
25. Payment of permits or filing fees required by regulatory agencies or departments obtained for the City.
26. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.

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

Agreement by and between the City of Frisco, Texas (City) and Halff Associates, Inc. (Consultant) to perform a design of the Three Cities Hike and Bike Trail, hereinafter referred to as the (Project).

Direct Expenses – Consultant shall ensure the completion of the following items relating to this task:

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
Feb. 15th, 2013	$ 4,000.00	**Task 1** - Data Collection and Base Map Preparation
Feb. 25th, 2013	$ 14,000.00	**Task 2** - Topographical Survey
March 15th, 2013	$ 5,000.00	**Task 3** - Preliminary Design and Concept Development
June 30th,2013	$ 100,500.00	**Task 4** - Construction Documentation Preparation and Administration
July 30th, 2013	$ 61,840.00	**Task 5** - Reimbursable Expenses, Special Services & Accessibility Review.
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	**$ 185,340.00**	

Basis of Compensation
Basic Services as described in Attachment 'A' will be provided for a total lump sum fee of **$185,340.00**. The overall fee total shown will not be exceeded without prior written authorization for the Client. Payment for total services as described in Attachment 'A' will be invoiced to the Client on a monthly basis, based upon a percentage of completed tasks.

Below is a cost breakdown of the Basic Services:

Three Cities Trail Planning and Construction Documentation Scope Hours / Fees

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

1. Data Collection and Base Map Preparation (30 hrs.)		$ 4,000.00
2. Topographical Survey (138 hrs.)		$14,000.00
3. Preliminary Design and Concept Development (42 hrs.)		$ 5,000.00
4. Construction Documentation Preparation (600 hrs.)		$66,500.00
5. Construction Phase Services (See breakdown below)		$34,000.00
a. Bidding (1) Meeting	$6,500.00	
b. Construction Administration	$20,000.00	
• (1) Precon		
• (10) Site Visits		
• (1) Prelim & Final Punch		
c. As-Built Drawings	$7,500.00	
6. Reimbursable Expenses (NA)		$ 4,000.00
7. Special Services (See Breakdown Below)		$57,840.00
a. Environmental Services	$30,000.00	
b. H&H Services	$22,165.00	
c. Geotechnical Services	$3,675.00	
d. Accessibility Review	$2,000.00	
Total		**$185,340.00**

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

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

2. Files shall be 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,

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

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, Lanny Hughes, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

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

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

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

_____ Other: _____.

X None of the Above.

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

Signed this 16th day of January, 2013.

Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Lanny Hughes 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 16 day of January, 2013.

TANZY WILSON IBANEZ
Notary Public, State of Texas
My Commission Expires
December 29, 2014

Notary Public in and for the State of Texas
My commission expires: December 29, 2014

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.

Lenny Hughes

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

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

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

N/A

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

N/A

Amended 01/13/2008

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 — Page 2

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

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

N/A

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

N/A

7

Signature of person doing business with the governmental entity — Date: 1/16/13

Revised 08/11/2010

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 HALFF ASSOCIATES, INC., TO PERFORM PROFESSIONAL DESIGN SERVICES FOR THE THREE CITIES HIKE AND BIKE TRAIL 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 Halff Associates, Inc., to perform professional design services for the Three Cities Hike and Bike trail 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



February 15, 2006

Aerial Photography 2005

WEST ROWLETT CREEK TRAIL

NORTHERN REACH OF THE SIX CITIES TRAILS PLAN

FRISCO • PLANO • [illegible]RDSON • GARLAND

Halff Associates
ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

AGENDA ITEM #17.

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 28, 2013**

Subject: **Consider and Act Upon Approval of Purchase Orders to Caldwell Country Chevrolet for the Purchase of Eleven (11) Tahoe Police Pursuit Vehicles**

Action Requested: City Council approval of purchase orders to Caldwell Country Chevrolet for the purchase of eleven (11) Tahoe Police pursuit vehicles, in the amount of $298,837.

Background Information: Purchase made through an interlocal agreement with Buyboard Cooperative Purchasing. This purchase will provide for eleven (11) Tahoe Police pursuit vehicles to be used by the Frisco Police and Municipal Court Departments in daily operations. Ten (10) will be used by the Police Department and one (1) by Municipal Court. All eleven (11) of these vehicles are replacement vehicles.

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 FY 2013 Police and Municipal Court operating budget.

Legal Review: N/A

Supporting Documents: Department memo and Buyboard quotes from Caldwell Country.

MEMORANDUM

TO: **Tom Johnston, Purchasing**

FROM: **John Bruce, Interim Chief of Police**

SUBJECT: **FY13 Purchase Order-Caldwell Country Chevrolet (Police Tahoes)**

DATE: **January 28, 2013**

City Council approval is requested for a purchase order for ten (10) 2013 Chevrolet Tahoes for the police department from Caldwell Country Chevrolet. The ten Tahoes are replacement units for two 2006, five 2009, and three 2010 model Chevrolet Tahoes currently used in the Patrol and Traffic Division fleet. Staff is also requesting the replacement of one 2003 Crown Victoria in service at the Frisco Municipal Court. The Tahoes being replaced in Patrol and Traffic will be handed down to the Criminal Investigation Division (CID) and School Resource Officer (SRO) Division. The older Crown Victorias currently in service in the CID and SRO Divisions will be auctioned through the City auction process. The cost is $27,124 per unit with an additional $475 fee for 'buy board' and extra keys. The total purchase amount is $298,839.

Quote from Caldwell Country Chevrolet is attached.

QUOTE# 001 CONTRACT PRICING WORKSHEET

End User: CITY OF FRISCO	Contractor: CALDWELL COUNTRY
Contact Name: DAVID MCBURNETT	CALDWELL COUNTRY
Email: DMCBURNETT@FRISCOTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 972-292-5849 214-392-6586 -C	Email: aknapp@caldwellcountry.com
Fax #: 972-292-5889	Phone #: 800-299-7283 or 979-567-6116
Location City & State: FRISCO, TX	Fax #: 979-567-0853
Date Prepared: DECEMBER 18, 2012	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872
Product Description: 2013 CHEVROLET TAHOE PPV CC10706	

A Base Price:	$24,976

B Fleet Quote Option

Code	Description	Cost	Code	Description	Cost
	DUAL BATTERIES K5T, GM FLASHER SYSTEM 6J7, COMMON KEY 6E2, LOCKING DIFFERENTIAL G80, ROOF LAMP PROVISION TRW, INOP REAR DOOR LOCKS, 6N6, INOP REAR DOOR HANDLES 6B2, INOP REAR WINODW SWITCHES 6N5, LH SPOTLIGHT 7X6, WIRING-GRILLE LAMP & SPEAKER 6J3, WIRING-HORN/SIREN CIRCUIT 6J4, FEDERAL EMISSIONS FE9, KEYLESS ENTRY (2 FOBS), THREE KEYS PER VEHICLE, SETINA PUSH BUMPER PB400	$2148			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL,TEXAS 77836	

Subtotal B	$2,148

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		$27,124
Quantity Ordered	X	11
Subtotal E		$298,364.
F Non-Equipment Charges (Trade-In, Warranty, Etc…)		
BUY BOARD		$400
THREE ADDITIONAL KEYS (6E2)		$75
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		$298,839.

Estimated Delivery Date:	90 DAYS APPX

AGENDA ITEM #18.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

From: **Tom Johnston, Director of Administrative Services**

Date: **January 28, 2013**

Subject: **Consider and Act Upon Approval of a Purchase Order to Metro Fire Apparatus Specialists, Inc. for the Purchase of Holmatro Hydraulic Rescue Equipment.**

Action Requested: City Council approval of a purchase order to Metro Fire Apparatus Specialists, Inc. for the purchase of Holmatro hydraulic rescue equipment, in the amount of $39,547.

Background Information: Sole source expenditure for Holmatro hydraulic rescue equipment from Metro Fire Apparatus Specialists, Inc., as allowed by chapter 252.022 (a) (7) of the Texas Local Government Code. Metro Fire Apparatus Specialists, Inc. is the sole authorized dealer of Holmatro equipment in Texas. This equipment is consistent with that on all other fire apparatus. This purchase will allow for equipping one (1) new Quint 603 and one (1) new Fire Truck 603. This is hydraulic extrication equipment used to remove patients trapped in motor vehicles at accident scenes.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through General Obligation Bonds.

Legal Review: N/A

Supporting Documents: Dept memo, quote from Holmatro and sole source letter.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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

Memorandum

To: **Tom Johnston, Director of Administrative Services**

Cc: **Todd Renshaw, Director of Public Safety**

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

Date: **January 16, 2013**

Subject: **Request for City Council consideration for the approval of a purchase order to Metro Fire Apparatus Specialists, Inc. for the purchase of Holmatro Rescue Equipment for Replacement Quint 602 ("Q602") and Replacement Truck 603 ("T603")**

Attached for your review is a request for City Council consideration of a purchase order to Metro Fire Apparatus Specialists, Inc. ("Metro Fire") of Houston, Texas, in the amount of $39,547, for the purchase of Holmatro rescue equipment for replacement apparatus (replacement Q602 and T603). The Holmatro rescue equipment includes spreader, cutter, telescopic, pump and hose CORE technology; CORE technology (Coaxial Rescue Equipment) is a hydraulic system that fundamentally changes the vehicle extrication process and is significantly faster, easier and safer while allowing first responders to focus on the rescue operation.

The Holmatro rescue equipment is part of the standard loose equipment package included on Frisco Fire Department Quints and Trucks. Metro Fire is the sole authorized dealer for sales, service and repair of Holmatro rescue equipment in the State of Texas; a sole source letter is attached for your review.

The total cost of the rescue equipment package for Q602 is $28,866; the total cost of the rescue equipment package for T603 is $10,231. Shipping costs for the equipment total $450. Total cost of the purchase order is $39,547. Staff recommends that the funding for the purchase of the Holmatro rescue equipment be funded by from General Obligation Bonds allocated to the purchase of replacement apparatus (33536000-79400-05152).

I respectfully request that this item be placed on the February 5, 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.



Number	58323-0
Quote Date	01/08/2013
Page	1

Corporate
10940 W. Sam Houston Pkwy N.
Suite 325
Houston, TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
1501 Heritage Pkwy
Suite 103
Mansfield, TX 76063
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan

South Houston, TX 77587
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: CITY OF FRISCO
FINANCE DIV - ACCOUNTS PAYABLE
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

Ship to: FRISCO FIRE DEPARTMENT
8601 GARY BURNS DRIVE
FRISCO, TX 75034

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
FRI002	COLIN EFT	JONATHAN MERCER		

Entered By	FOB	Ship Via	Terms
JONATHAN MERCER	DESTINATION	BEST WAY	NET 20 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
1	1	0	EA	HOL-158.012.063	4035NCT CUTTER CORE QUOTE GOOD FOR 45 DAYS WE ARE EXPECTING A PRICE INCREASE SOON	4600.0000	4600.00
1	1	0	EA	HOL-158.032.014	4350 LONG TELESCOPIC RAM CORE QUOTE GOOD FOR 45 DAYS WE ARE EXPECTING A PRICE INCREASE SOON	4300.0000	4300.00
1	1	0	EA	HOL-158.032.010	4322 RAM CORE QUOTE GOOD FOR 45 DAYS WE ARE EXPECTING A PRICE INCREASE SOON	3400.0000	3400.00
1	1	0	EA	HOL-158.572.129	HOSE CORE 50 BLUE PRICE GOOD FOR 45 DAYS WE ARE EXPECTING A PRICE INCREASE SOON	1000.0000	1000.00
1	1	0	EA	HOL-158.572.126	HOSE CORE 50 ORANGE PRICE GOOD FOR 45 DAYS WE ARE EXPECTING PRICE INCREASE SOON	1000.0000	1000.00
2	2	0	EA	HOL-158.181.012	HRS22 RAM SUPPORT PRICE GOOD FOR 45 DAYS WE ARE EXPECTING A PRICE INCREASE SOON	285.0000	570.00
1	1	0	EA	HOL-158.052.016	BCT4120 PACKAGE STANDARD W/120V CHARGER PRICE GOOD FOR 45 DAYS WE ARE EXPECTING A PRICE INCREASE SOON	10231.0000	10231.00
1	1	0	EA	HOL-158.152.178	SR 20 GAS POWERED CORE PUMP SP20PC2	7501.0000	7501.00
1	1	0	EA	HOL-158.012.101	4240 SPREADER CORE	6495.0000	6495.00

SubTotal	39,097.00

QUOTE GOOD FOR 45 DAYS

	Total
	39,097.00

holmatro
rescue equipment

Holmatro, Inc.
505 McCormick Drive
Glen Burnie, Maryland 21061 USA
Tel: 410-768-9662 • Fax: 410-768-4878

January 22, 2013

Frisco Texas Fire Department

To Whom It May Concern:

To best serve the needs of our customers, Holmatro® trains service technicians, who are authorized to perform warranty service on behalf of Holmatro®. These DST's (Dealer Service Technicians) are required to return to our factory in Glen Burnie, Maryland, every two years, in order to maintain their certification. Any DST with a lapsed certification or not presently employed by an authorized Holmatro dealer, is not certified to perform warranty service on Holmatro® Rescue Equipment.

This letter is to certify in writing that as of this date, the authorized sales and service dealer for your area is:

Metro Fire Apparatus Specialists

For the very latest information about the local authorized dealer for your area, please feel free to contact us, or use the Dealer Locator tool available on our website at:

www.holmatro-usa.com

Thank you for your interest in Holmatro® Rescue Equipment. Should you have any questions or concerns, please don't hesitate to contact us at 800-654-0203.

Best Regards,
Holmatro, Inc.

AGENDA ITEM #19.

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 28, 2013**

Subject: **Consider and Act Upon Approval of a Purchase Order to Cima Solutions Group for the Purchase of Veeam Backup and Replication Software through DIR Contract, DIR-SDD-161**

Action Requested: City Council approval of a purchase order to Cima Solutions Group for the purchase of Veeam backup and replication software through DIR contract, DIR-SDD-161, in the amount of $33,592.

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 backup and replication software from CIMA, through the DIR. The IT department recommends replacement of the City's backup software solution and the Veeam backup and replication software works well with the City's virtual server environment.

Board/ Citizen Input: N/A

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

Financial Considerations: Available funds are appropriated through the IT Department operating budget.

Legal Review: N/A

Supporting Documents: Department memo, quote 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: **January 18, 2013**

Subject: **Veeam Backup Software**

Action Requested: The Information Technology Department is requesting to purchase Veeam Backup and Replication Software through DIR contract DIR-SDD-1611.

Background Information: Based on a need to replace our current server backup solution, we require a backup solution that can perform properly in our virtual server environment. The Information Technology Department recommends purchasing the Veeam Backup and Replication Software from Cima Solutions Group. The cost of this software is $33,592.03 and was planned for and budgeted for in the current 2013 budget.

Quote G13-781-112

Cima Solutions Group
118 Lynn Avenue
Suite 100
Lewisville, TX 75057
Garrett Gamet
ggamet@cimasg.com
469-444-1350
Fax: 866-259-0320

City of Frisco

Veeam Backup and Replication Enterprise

Qty	Part Number	Feature Code	Part Description	Unit Price	Ext. Price
6	P-BUENTVS-AP000-00-A		Veeam Backup and Replication Enterprise for VMware - Public Sector Tier A	$934.70	$5,608.20
28	P-BUENTHS-AP000-00-		Veeam Backup and Replication Enterprise for HyperV - Public Sector Tier A	$934.70	$26,171.59
34	V-BUENTVS-AU24Y-00-A / V-BUENTHS-AU24Y-00-A		24/7 maintenance uplift, Veeam Backup and Replication Enterprise for VMware / Hyper/V – ONE year Tier A	$53.30	$1,812.25
			Grand Total		$33,592.03

Pricing contained in this quote is valid from 1/16/2013 until 2/15/2013

Unless specifically noted, all applicable Discounts, Promotions and Rebates have been reflected in the prices shown. Miscellaneous expenses are not included (e.g. taxes, shipping charges, freight insurance, etc.). License, support and other fees and charges do not include sales, usage, withholding, value added, excise or other similar taxes, which are the responsibility of the customer.

State of Texas VID # is 1202446920200; DIR Contract Number DIR-SDD-1611; HUB Certified

DIR Contract No. DIR-SDD-1611

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

CIMA SOLUTIONS GROUP, LTD.

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 CIMA Solutions Group, Ltd. (hereinafter "Vendor"), with its principal place of business at 1503 LBJ Freeway, Suite 110, Dallas, TX 75234.

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-150, on January 29, 2010, for Software Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-150 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-150, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-150, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to the Software Products as specified in Appendix C. 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 Maintenance and Support Services as specified in Appendix C. 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.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = MSRP – Customer Discount

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one and one quarter percent (1.25%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $1,250.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:
John Alday
CIMA Solutions Group, Ltd.
1503 LBJ Freeway, Suite 110
Dallas, TX 75234
Phone: (972) 499-8261
Facsimile: (866) 259-0320
Email: jalday@cimasg.com

7. Software License and Service Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher."**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

8. Intellectual Property Matters

A. Definitions

1." Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to

Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and

things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to

assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

DIR Contract No. DIR-SDD-1611

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

CIMA Solutions Group, Ltd.

Authorized By: Signature on File

Name: John Alday

Title: General Partner

Date: 09/14/2010

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: 09/15/2010

Legal: Signature on File 09/15/2010

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: **May 9, 2011**

Subject: **Consider and Act Upon Approval of a Purchase Order to Green Equipment Company for the Purchase of One (1) Rover X Mainline Camera System**

Action Requested: City Council approval of a purchase order to Green Equipment Company for the purchase of one (1) Rover X Mainline Camera system, in the amount of $78,967.

Background Information: Purchase made through an interlocal agreement with Houston Galveston Area Council (HGAC). This approval will allow for the purchase of one (1) Rover X Mainline Camera System to be used by the City's Public Works department to inspect sewer line using a robotic submersible camera system to locate failures and reduce the cost of repairs. This system will replace a sewer camera system that has been in use since 2003.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is appropriated through the Department's operating budget.

Legal Review: N/A

Supporting Documents: Department memo and HGAC quote from Green Equipment Company

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,** Purchasing Manager
From: **Kevin Grant,** Public Works Operations Manager
Date: 1/9/2013
Re: H-GAC Buy Contract # SC01-12

Consideration and act upon the purchase of a Rover X Mainline Camera from H-GAC Buy Board contract number SC01-12. This camera unit is use to inspect sewer mains remotely, so that failures can be located and repaired.

This purchase will consist of one Rover X Mainline Camera package, Remote Lift Accessory, and the truck mount system for a total purchase price of $78,967. The new unit will replace the original camera unit that was purchased in 2003.

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	SC01-12	Date Prepared:	1/8/2013

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Frisco	Contractor:	Green Equipment Company
Contact Person:	Ray Humphries	Prepared By:	Jimmy Fougerousse
Phone:	972-880-1965	Phone:	817-247-5039
Fax:		Fax:	
Email:	rhumphries@friscotexas.gov	Email:	jimmyfougerousse@greenequipco.com

Product Code:	E026	Description:	Rovver X mainline Camera Package

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	59,750.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
E-564-0900 Remote Lift Accessory	12,000.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	12000

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to Truck Mount System	5750		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	5750

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	8%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	77500	=	Subtotal D:	77500

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight	300		
HGAC Administration Fee 1.5%	1167		
		Subtotal E:	1467

Delivery Date:		F. Total Purchase Price (D+E):	78967

Jan 1, 2013

Envirosight LLC

111 Canfield Avenue Randolph, New Jersey 07869 Phone 973-252-6700

Envirosight LLC is the manufacturer for the QuickView manhole camera system, Rovver, Supervision crawler systems and all parts. Our home office is located in Randolph, New Jersey.

Envirosight LLC manufactures and distributes this product and it's accessories through out North America.

All of the sales of this product are handled through our dealer network, with no direct sales.

A qualified technician trained by Envirosight LLC must do any warranty service work on the QuickView, Rovver, Supervision products.

Green Equipment Company based out of Fort Worth Texas, is our exclusive (sole source) dealer for Envirosight LLC products in Texas, Louisiana, and Arkansas.

Andy Wicker
Western Region Sales Manager
Envirosight LLC
804-357-5925

AGENDA ITEM #21.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

To: Honorable Mayor and City Council

From: John Webb, Planning Manager, AICP *JW*

XC: George Purefoy, City Manager
John Lettelleir, AICP, Director of Development Services

Date: January 23, 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 22, 2013 meeting. Chairman Trykoski was absent due to an out-of-town business commitment.

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

January 23, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 22, 2013

Final Plat: Hickory Center at Preston, Block A, Lot 7 (SPFP12-0005)
Owner(s): Allegiance Frisco, LP

Description:
A retail/restaurant building with a drive through window on one lot on 1.1± acres on the west side of Preston Road, 620± feet north of Hickory Street. Zoned Planned Development-51-Retail. Neighborhood #20. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	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 23, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 22, 2013

Preliminary Site Plan & Conveyance Plat: Frisco Luxury Auto Addition, Block A, Lots 1 & 2 (PSPCP12-0016)
Owner(s): 2610 Forest Lane, LP

Description:
Three auto dealerships on two lots on 35.3± acres on the northeast corner of SH 121 and Leadership Drive. Zoned Highway and Planned Development-31-Highway. Neighborhood #34. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:
ACTION:

The item was approved subject to:

Preliminary Site Plan
Staff approval of a preliminary façade plan.

Conveyance Plat
As submitted.

This Preliminary Site Plan will expire on 12-21-2014.

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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TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

January 23, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 22, 2013

Preliminary Site Plan & Conveyance Plat: Lawler Addition, Block A, Lots 1 & 2 (PSPCP12-0015)
Owner(s): Roger Lawler

Description:
A retail building, a restaurant with a drive through window and a licensed child care center on two lots on 15.4± acres on the southeast corner of Rolater Road and Independence Parkway. Zoned Retail. (Companion Item to SUP12-0022). Neighborhood #27. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

Preliminary Site Plan
1. Staff approval of a preliminary façade plan.
2. City Council approval of Specific Use Permit Case No. SUP12-0022.

Conveyance Plat
As submitted

The Preliminary Site Plan will expire on 11-12-2014.

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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FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
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January 23, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 22, 2013

Preliminary Plat: Christie Ranch, Phase 2D (PP12-0033)
Owner(s): First Texas Homes, Inc.

Description:
Two Single Family-8.5 lots, 32 Single Family-10 lots and 22 Single Family-16 lots on 22.9± acres located 170± feet south of Aerial Drive, 400± feet east of Teel Parkway. Zoned Planned Development-175-Single Family-8.5/Single Family-10/Single Family 16. Neighborhood #48. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a Landscape Plan.
2. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 01-22-2015

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 23, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 22, 2013

Preliminary Plat: Rockhill at Preston Addition (PP12-0028)
Owner(s): CTMGT Frisco 113

Description:
156 Single Family-7 lots, 39 Patio Home lots, and 13 common area Homeowners' Association lots on 84.2± acres on the north side of Rockhill Parkway, 1,400± feet east of Preston Road. Zoned Planned Development-198-Townhome and Townhome. Neighborhood #2. RC

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a Landscape Plan.
2. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 01-22-2015.

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 #22.

FRISCO
ENGINEERING SERVICES
DEPARTMENT

Memorandum

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

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

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

Date: **February 5, 2013**

Subject: **Consider and act upon an Ordinance to remove the construction speed zone from the FM 423 Speed Limit Ordinance within the City limit of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission.**

Action Requested: Consider and act upon an Ordinance to remove the construction speed zone from the FM 423 Speed Limit Ordinance within the City limits of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission.

Background Information: FM 423 generally runs in a north/south direction through the City of Frisco with portions of it extending into The Colony and Little Elm. The current Speed Limit Ordinance passed by City Council on January 4, 2011 included a construction speed zone, which allowed the TxDOT contractor to change the 55 mph posted speed limit to 45 mph on FM 423 from Steward Creek Road to 0.35 miles north of Main Street during the TxDOT widening project.

As stated in the FM 423 Speed Limit Ordinance, the construction speed zone is in effect when signs are posted. The construction speed zone signs are no longer posted and the project is substantially complete, which cancels the construction speed zone and reinstates the 55 mph speed limit for the recently widened section of FM 423 in the City of Frisco. The removal of the construction speed zone is being requested to remove any confusion or room for interpretation of the Ordinance.

Staff is requesting that City Council provide their approval of this ordinance to remove the construction speed zone from the FM 423 Speed Limit Ordinance within the area

of the TxDOT widening project in Frisco pending approval from the Texas Transportation Commission.

Alternatives: The City Council could consider the following alternatives:

- Approval of ordinance to remove the construction speed zone on FM 423 within the TxDOT widening project area.
- Send back to staff with direction

Financial Considerations: None. The new speed limit traffic signs have been installed by TxDOT's contractor as part of the FM 423 widening project.

Legal Review: City legal staff has reviewed the ordinance.

Supporting Documents:

- Ordinance
- Location Map

Staff Recommendation: Staff recommends the approval of the attached Ordinance.

CITY OF FRISCO, TEXAS ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NUMBER 11-01-02; ESTABLISHING THE MAXIMUM SPEED LIMIT ON FM 423, LOCATED IN THE CITY OF FRISCO, TEXAS, DENTON COUNTY, TEXAS; PROVIDING FOR NOTIFICATION OF THE MAXIMUM SPEED LIMIT BY THE INSTALLATION OF SIGNS AND MARKERS TO REGULATE VEHICULAR SPEED ON THE DESIGNATED STREET; 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 it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco"), to repeal Ordinance No. 11-01-02 in its entirety and establish a new maximum speed limit on FM 423 located in the City of Frisco, Denton County, Texas; and

WHEREAS, §545.356 of the Texas Transportation Code provides that whenever the governing body of the municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or prudent under the conditions found to exist at any intersection or other place or upon any part of a street or highway within Frisco taking into consideration, among other things, the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and prudent prima facie speed limit thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the City Council finds it is necessary for the protection and safety for the citizens of Frisco to declare a reasonable and prudent speed for FM 423 within the City of Frisco, Texas, as set forth in this Ordinance.

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: Establishment of Prima Facie Speed. Upon the basis of an engineering and traffic investigation, and as authorized by the provisions of §545.356 of the Texas Transportation Code, the following prima facie speed limit hereinafter indicated for vehicles is hereby determined and declared to be safe, reasonable and prudent, and such speed limits are hereby fixed at the rate of speed indicated for traveling upon FM 423 as follows:

FM 423	from the South City Limits (MP 3.233) to 0.35 mile N of Main Street (MP 10.273)	55 mph
FM 423	from 0.2 miles north of Eldorado Parkway (MP 2.776) to Panther Creek Parkway (MP 1.991)	50 mph
FM 423	from Panther Creek Parkway (MP 1.991) to the North City Limits	55 mph

When no special hazards exist that require a lower speed, the speed of any vehicle not in excess of the limit specified shall be lawful, but any speed in excess of the limit specified shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful.

SECTION 3: Placement of Signs. Signs indicating the speed limit provided herein shall be placed at the most advantageous points to be conspicuous to approaching vehicular traffic. The signs shall be permanently affixed to a stationery post or installed on permanent buildings or walls or as otherwise approved. The signs shall in no way be obstructed from view, and shall comply with applicable state laws.

SECION 4: Repeal Ordinance No. 11-01-02. Frisco Ordinance No. 11-01-02 is hereby repealed in its entirety and replaced by this Ordinance. The effective date of the repeal of this Ordinance discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 11-01-02 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 11-01-02 occurring before the effective date of this Ordinance.

SECTION 5: 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 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: Penalty Provision. Any person violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum of not less than One Dollar ($1.00) nor more than Five Hundred Dollars ($500.00). Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: Effective Date. This Ordinance shall be effective upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this _____ day of _____, 2013.

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorneys

Date of Publication: _____, *Frisco Enterprise*

LOCATION MAP
Removal of Construction Speed Zone Extents On FM 423 (TxDOT)



AGENDA ITEM #23.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Ross Culbertson, Planner**

Date: **1/22/2013**

Agenda Caption: Consider and act upon adoption of an Ordinance to rezone 0.5± acre on the southwest corner of Legacy Drive and Punjab Way from Agricultural (AG) to Retail (R). Neighborhood #45. Case No. Z12-0027.

Action Requested: City Council adoption of an Ordinance granting the rezoning of 0.5± acre from Agricultural to Retail.

Background Information: On January 15, 2013, 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 December 11, 2012, the Planning & Zoning Commission held a public hearing and voted 5-0 to recommend approval of the request. Commissioner Dodson was absent.

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 January 16, 2013.
- 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

January 16, 2013

TO: Applicant

FROM: John Webb, AICP
Planning Manager

SUBJECT: Results of the City Council meeting, January 15, 2013

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 0.5± 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.

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

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; TO REZONE 0.5 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J. MORRELL SURVEY, ABSTRACT NO. 864 IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS, HERETOFORE ZONED AGRICULTURAL (AG) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF RETAIL (R); DESCRIBING THE TRACTS TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco") to amend Frisco's Zoning Ordinance No. 11-04-09; and

WHEREAS, Frisco has received a request from JP Commercial Property Developers LLC (the "Applicant"), to rezone 0.5 acres of land, more or less, situated in the J. Morrell Survey, Abstract No. 864, in the City of Frisco, Denton County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below subject to certain conditions precedent being met to receive a building permit for the zoning granted herein.

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 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 0.5 acres of land, more or less, situated in the J. Morrell Survey, Abstract No. 864 in the City of Frisco, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Retail. 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 and Tract locations are depicted on **Exhibit "A-1",** attached hereto.

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 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 the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of February, 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" (1 of 2)

ZONING DESCRIPTION
0.480 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);

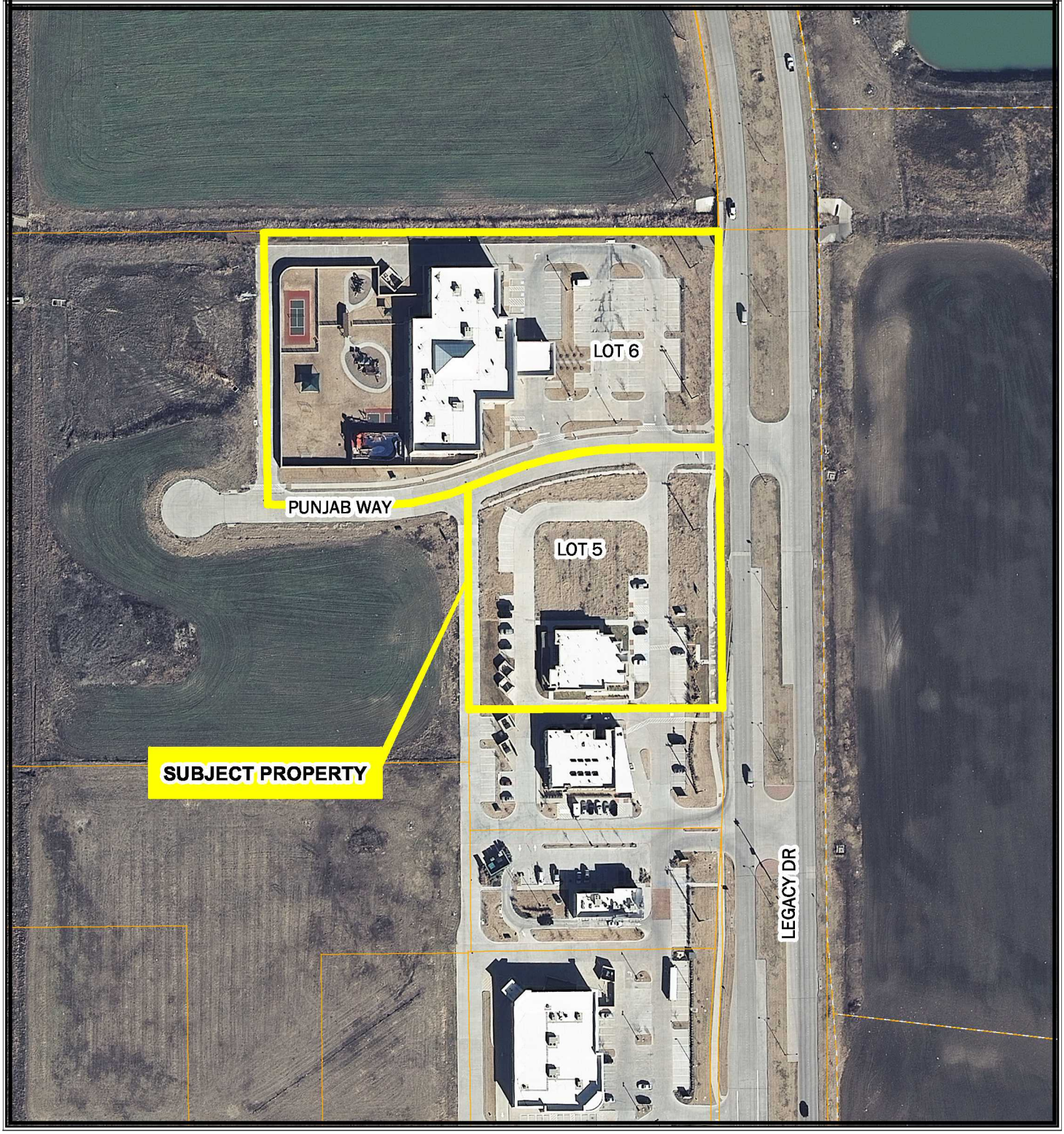
South 89 degrees 45 minutes 55 seconds East, 160.09 feet to the intersection of the center of Punjab Way and Legacy Drive;

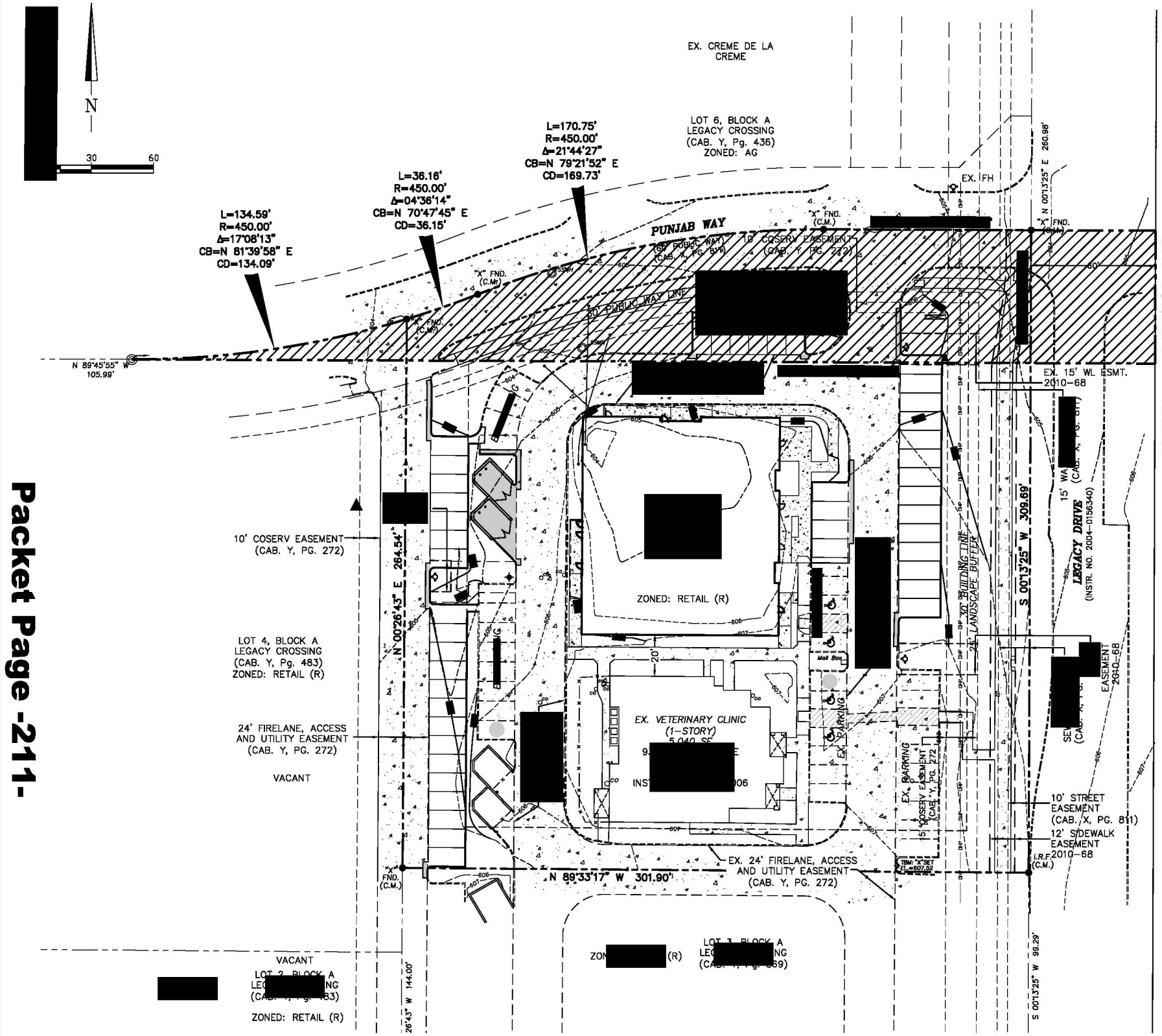
THENCE South 00 degrees 13 minutes 25 seconds West, 64.02 feet to a point in the center of Legacy Drive;

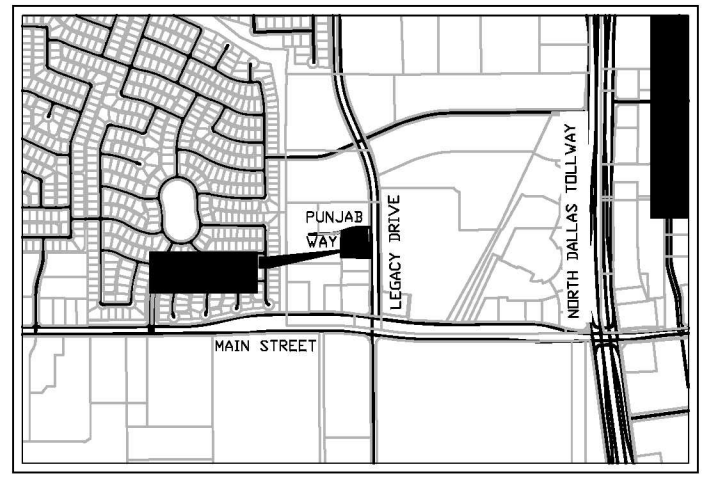
THENCE North 89 degrees 45 minutes 55 seconds West, 493.47 feet to a point in the center of Punjab Way in the North line of said Lot 4;

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.

Z12-0027
Legacy Crossing Addition
Block A, Lots 5 & 6







Vicinity Map 1"=1000'

ZONING DESCRIPTION
0.480 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: 01/10/2013

TBPE FIRM REGISTRATION NO. F-13342
COMPASS
CIVIL ENGINEERING & CONSULTING, LLP
108 TIBBS DR. VALLEY MILLS TEXAS 76689
PHONE: 214.534.5803
WWW.COMPASSCIVILENGINEERING.COM

EXHIBIT A for Z12 - 0027
PORTION OF LOTS 5 & 6, BLOCK A,
LEGACY CROSSING
J. MORRELL SURVEY, ABS. NO. 864
FRISCO, DENTON COUNTY, TEXAS

ZONING EXHIBIT A

DRAWN: CC
DATE: 10/2(
CCEC #: 12
SHEET
EXHIE

AGENDA ITEM #23.

AGENDA ITEM #24.

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, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/22/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance to amend Planned Development-19, rezoning 703.9± acres generally bound by College Parkway, Coit Road, Lebanon Road, and Hillcrest Road from Planned Development-19-Single Family-8.5/Single Family-7/Townhome/Commercial-1 to Planned Development-19-Single Family-8.5/Single Family-7/Townhome/Office-1/Commercial-1. Neighborhood #25. Zoning Case No. Z12-0014.**

Action Requested: City Council adoption of the Ordinance amending the Planned Development.

Background Information: On November 26, 2012, the City Council held a public hearing and directed staff to prepare an Ordinance by a vote of 5-0. As approved, the attached ordinance reflects the rezoning of a 2.8± acre tract to Office-1 and reclassifying the zoning designations of Planned Development-19.

Board Review/Citizen Input: On October 23, 2012, the Planning & Zoning Commission held a public hearing and voted 6-0 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 November 27, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

November 27, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, November 26, 2012

Public Hearing - Zoning: Plantation Resort - PD-19 (Z12-0014)
Owner(s): Multiple Property Owners

Description:
Public Hearing: Zoning Case Z12-0014. A request to amend Planned Development-19, rezoning a 3.4± acre tract of land on the west side of Coit Road, 500± feet south of Jereme Trail from Planned Development-19-Single Family-7 to Office-1 and reclassify zoning designations and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #25.

Result/Action:

Approved: 5-0 (Nelson absent)
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, REPEALING ORDINANCE NOS. 86-01-01, 87-06-01, 88-01-03, 91-09-13 AND AMENDING ORDINANCE NOS. 86-10-04 AND 92-03-02, AND FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING TRACTS OF LAND CONSISTING OF 703.9 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE HABBERMACHER SURVEY, ABSTRACT NO. 365, THE TOLLA DUNN SURVEY, ABSTRACT NO. 261, AND THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 154, IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS; HERETOFORE ZONED PLANNED DEVELOPMENT-19-SINGLE FAMILY-8.5/SINGLE FAMILY-7/TOWNHOME/COMMERCIAL-1, ARE HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT–19-SINGLE FAMILY-8.5/SINGLE FAMILY 7/ TOWNHOME/OFFICE-1/COMMERCIAL-1 DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco") to repeal Frisco Ordinance Nos. 86-01-01, 87-06-01, 88-01-03, and 91-09-13; and

WHEREAS, the City Council has further investigated and determined that it would be advantageous and beneficial to the citizens of Friscoto amend Frisco Ordinance Nos. 86-10-04 and 92-03-02 and Frisco's Zoning Ordinance No. 11-04-09; and

WHEREAS, Frisco has received a request from Water's Edge Lutheran Church (the "Applicant") to rezone 2.8 acres of land, more or less, situated in the George Habbermacher Survey, Abstract No. 365, the Tolla Dunn Survey, Abstract No. 261, and the Collin County School Land Survey, Abstract No. 154, in the City of Frisco, Collin County, Texas; and

WHEREAS, based upon the receipt of the request from the Applicant, Frisco city staff investigated and determined that it is in the best interests of Frisco to amend the zoning for all of Planned Development-19, of which the above mentioned 2.8 acres of land is a part; 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. Repeal Ordinance Nos. 86-01-01, 87-06-01, 88-01-03, and 91-09-13. Frisco Ordinance Nos. 86-01-01, 87-06-01, 88-01-03, and 91-09-13 are repealed in their entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance Nos. 86-01-01, 87-06-01, 88-01-03, and 91-09-13 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance Nos. 86-01-01, 87-06-01, 88-01-03, and 91-09-13 occurring before the effective date of this Ordinance.

SECTION 3. Amendments to Ordinance Nos. 86-10-04, 92-03-02 and Zoning Ordinance No. 11-04-09. Ordinance Nos. 86-10-04, 92-03-02and Zoning Ordinance No. 11-04-09 are hereby amended as follows. The zoning designation of the below-described property containing 703.9 acres of land, more or less, situated in the George Habbermacher Survey, Abstract No. 365, the Tolla Dunn Survey, Abstract No. 261, and the Collin County School Land Survey, Abstract No. 154, in the City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-19-Single Family-8.5/Single Family-7/Townhome/Office-1/Commercial-1. 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 and Tract locations are depicted on **Exhibit "A-1"** attached hereto.

The development standards and uses for this Planned Development District shall conform to the Planned Development Standards attached hereto as **Exhibit "B"**. The Office-1 tract shall also conform to the Zoning Exhibit attached hereto as **Exhibit "C"** and the Architectural Renderings attached hereto as **Exhibit "D"**. **Exhibits "B", "C"**, and **"D"** are incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 5th day of February, 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"
Overall Tract

BEING a 703.930 acre tract of land comprising all of the George Habbermacher Survey, A-365, all of the Talla Dunn Survey, A-261, and a portion of the Collin County School Land Survey, A-154, in the City of Frisco, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the northwest corner of said George Habbermacher Survey;

THENCE South 89 degrees 27 minutes 58 seconds East, along the north line of said George Habbermacher Survey and continuing with the north line of said Talla Dunn Survey, and generally with the centerline of said College Parkway, a distance of 6103.59 feet to a point for the northeast corner of said Talla Dunn Survey; said point being located at the intersection of the centerline of said College Parkway with the centerline of Coit Road;

THENCE South 00 degrees 01 minutes 41 seconds East, along the east line of said Talla Dunn Survey and continuing with the east line of said Collin County School Land Survey, and generally with the centerline of said Coit Road, a distance of 5271.62 feet to a point for the southeast corner of said Collin County School Land Survey; said point being located at the intersection of the centerline of said Coit Road with the centerline of Lebanon Road;

THENCE South 89 degrees 54 minutes 22 seconds West along the south line of said Collin County School Land Survey, and generally with the centerline of said Lebanon Road, a distance of 1011.61 feet to a point;

THENCE North 00 degrees 02 minutes 02 seconds West, departing said south line and said centerline, a distance of 635.83 feet to a point;

THENCE South 89 degrees 58 minutes 33 seconds West, a distance of 1697.56 feet to a point on a curve to the right having a radius of 475.00 feet and a chord bearing North 43 degrees 05 minutes 37 seconds East, 163.44 feet;

THENCE Northeasterly along said curve through a central angle of 19 degrees 48 minutes 46 seconds, an arc distance of 164.25 feet to a point for the end of said curve;

THENCE North 53 degrees 00 minutes 00 seconds East, a distance of 480.56 feet to a point;

THENCE North 37 degrees 00 minutes 00 seconds West, a distance of 50.00 feet to a point;

THENCE South 53 degrees 00 minutes 00 seconds West, a distance of 73.75 feet to a point;

THENCE North 37 degrees 00 minutes 00 seconds West, a distance of 110.00 feet to a point;

THENCE South 65 degrees 05 minutes 41 seconds West, a distance of 71.59 feet to a point;

THENCE South 53 degrees 00 minutes 00 seconds West, a distance of 280.00 feet to a point;

THENCE South 78 degrees 20 minutes 40 seconds West, a distance of 140.00 feet to a point;

THENCE South 89 degrees 59 minutes 35 seconds West, a distance of 117.46 feet to a point on a curve to the left having a radius of 365.00 feet and a chord bearing South 78 degrees 45 minutes 00 seconds West, 142.42 feet;

THENCE Southwesterly along said curve through a central angle of 22 degrees 30 minutes 00 seconds, an arc distance of 143.34 feet to a point for the end of said curve;

THENCE South 67 degrees 30 minutes 00 seconds West, a distance of 125.99 feet to a point on a curve to the left having a radius of 435.00 feet and a chord bearing South 56 degrees 15 minutes 00 seconds West, 169.73 feet;

THENCE Southwesterly along said curve through a central angle of 22 degrees 30 minutes 00 seconds, an arc distance of 170.82 feet to a point for the end of said curve;

THENCE South 59 degrees 35 minutes 33 seconds West, a distance of 129.91 feet to a point on a curve to the left having a radius of 485.00 feet and a chord bearing South 22 degrees 46 minutes 40 seconds West, 121.87 feet;

THENCE Southwesterly along said curve through a central angle of 14 degrees 26 minutes 06 seconds, an arc distance of 122.19 feet to a point for the end of said curve;

THENCE South 00 degrees 13 minutes 48 seconds West, a distance of 433.22 feet to a point;

THENCE East, a distance of 187.81 feet to a point;

THENCE South 00 degrees 13 minutes 58 seconds West, a distance of 122.22 feet to a point on the south line of the aforementioned Collin County School Land Survey and centerline of Lebanon Road;

THENCE South 89 degrees 54 minutes 22 seconds West, along the south line of said Collin County School Land Survey, and continuing with the south line of the aforementioned George Habbermacher Survey, and generally with the centerline of said Lebanon Road, a distance of 2842.42 feet to a point for the southwest corner of said George Habbermacher Survey; said point being located at the intersection of the centerline of said Lebanon Road with the centerline of Hillcrest Road;

THENCE North 00 degrees 12 minutes 44 seconds East, along the west line of said George Habbermacher Survey and generally with the centerline of said Hillcrest Road, a distance of 5338.57 feet to the Point of Beginning and containing 703.913 acres of land.

Exhibit "A"
Office-1 Tract

BEING a 2.882 acre tract of land in the Collin County School Land Survey, Abstract No. 154, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a standard City of Frisco monument found for the southeast corner of Lot 2, Block A, Water's Edge Addition, an addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 2 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), said point being in the west right-of-way line of Coit Road;

THENCE S 89°59'35" W, following the south line of said Lot 2, Block A, Water's Edge Addition, a distance of 398.34' to a point for corner, said point being in the east line of Lot 12, Block B, Plantation Resort, Lake Brook Farms, Phase 12, according to the plat thereof recorded in Cabinet N, Page 415, Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE with the west line of said Lot 2, Block A, Water's Edge Addition and the east line of said Block B, Plantation Resort, Lake Brook Farms, Phase 12, along a curve to the left through a central angle of 10°32'02", a radius of 790.00', an arc length of 145.24', with a chord bearing of N 24°38'09" W, with a chord length of 145.04' to a point for corner, said point being the most westerly northwest corner of said Lot 2, Block A, Water's Edge Addition;

THENCE N 59°35'45" E a distance of 106.84', departing the east line of said Block B, Plantation Resort, Lake Brook Farms, Phase 12, and following the north line of said Lot 2, Block A, Water's Edge Addition to a point;

THENCE with the north line of said Lot 2, Block A, Water's Edge Addition, along a curve to the left through a central angle of 68°01'45", a radius of 70.50', an arc length of 83.71', with a chord bearing of N 25°34'53" E, with a chord length of 78.88' to a point;

THENCE with the north line of said Lot 2, Block A, Water's Edge Addition, along a curve to the right through a central angle of 98°26'02", a radius of 4.50', an arc length of 7.73', with a chord bearing of N 40°47'02" E, with a chord length of 6.81' to a point;

THENCE S 89°59'58" E a distance of 25.70' with the north line of said Lot 2, Block A, Water's Edge Addition to a point;

THENCE with the north line of said Lot 2, Block A, Water's Edge Addition, along a curve to the left through a central angle of 99°54'29", a radius of 59.50', an arc length of 103.75', with a chord bearing of N 40°02'48" E, with a chord length of 91.10' to a point;

THENCE N 09°54'27" W a distance of 1.99' with the north line of said Lot 2, Block A, Water's Edge Addition;

THENCE with the north line of said Lot 2, Block A, Water's Edge Addition, along a curve to the right through a central angle of 85°43'54", a radius of 4.50', an arc length of 6.73', with a chord bearing of N 32°57'30" E, with a chord length of 6.12' to a point;

THENCE N 75°49'27" E a distance of 28.61'with the north line of said Lot 2, Block A, Water's Edge Addition to a point;

THENCE with the north line of said Lot 2, Block A, Water's Edge Addition, along a curve to the right through a central angle of 14°10'34", a radius of 14.50', an arc length of 3.59', with a chord bearing of N 82°54'44" E, with a chord length of 3.58' to a point;

THENCE S 89°59'59" E, with the north line of said Lot 2, Block A, Water's Edge Addition, a distance of 209.47' to the most easterly northeast corner of said Lot 2, Block A, Water's Edge Addition, said point being in the west right-of-way line of Coit Road;

THENCE S 00°00'54" E, with the east line of said Lot 2, Block A, Water's Edge Addition and the west right-of-way line of Coit Road, a distance of 346.45' to the POINT OF BEGINNING and containing 125,528 square feet or 2.882 acres of land.

Exhibit "A-1"

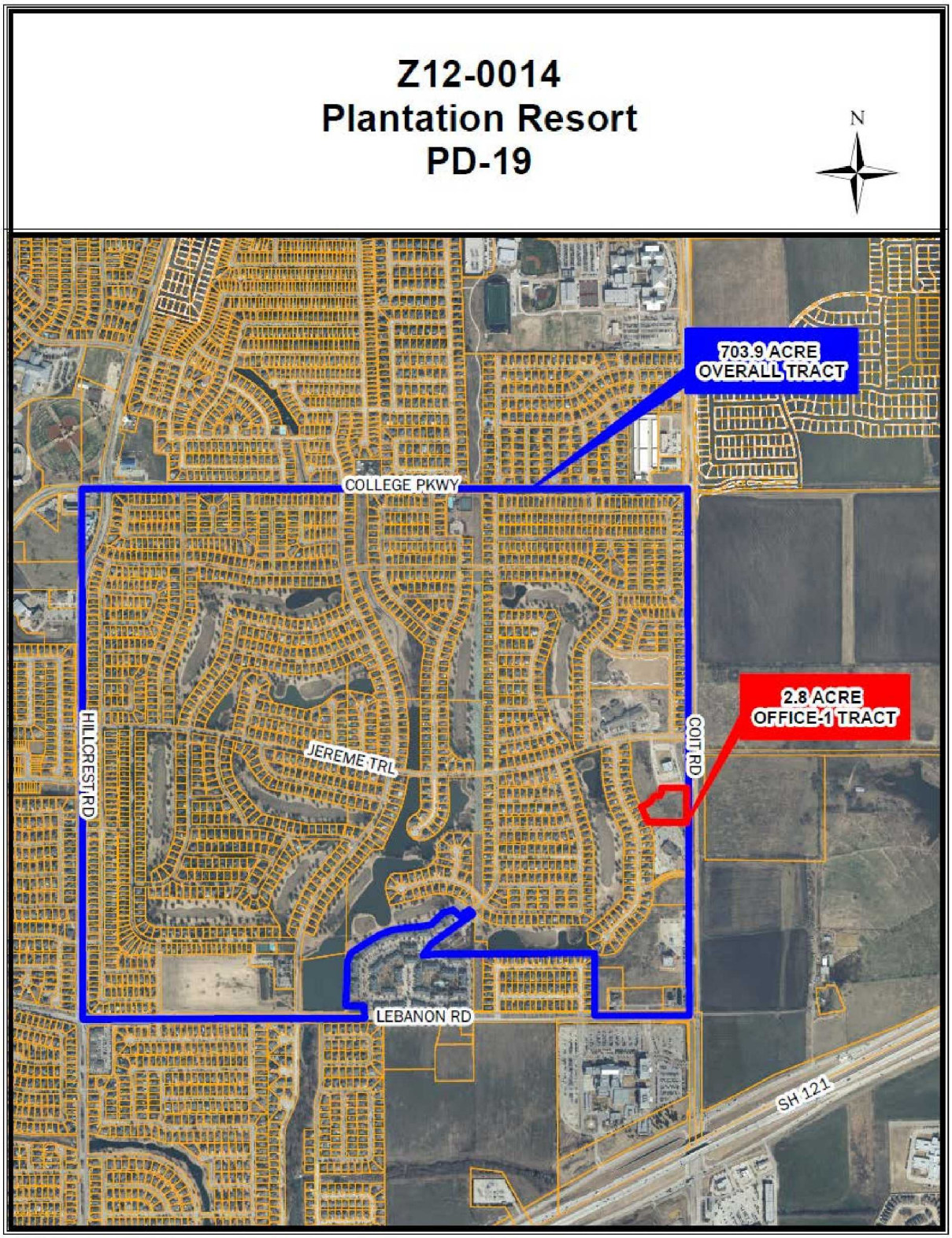

Z12-0014
Plantation Resort
PD-19
N
703.9 ACRE
OVERALL TRACT
2.8 ACRE
OFFICE-1 TRACT
COLLEGE PKWY
HILLCREST RD
JEREME TRL
COIT RD
LEBANON RD
SH 121

Exhibit "B"
Development Standards

Planned Development-Single Family-8.5

Shall be developed under the regulations of the Single Family-8.5 District as outlined in the Zoning Ordinance No. 11-04-09, as it exists or may be amended.

Planned Development-Single Family-7

Shall be developed under the regulations of the Single Family-7 District as outlined in the Zoning Ordinance No. 11-04-09, as it exists or may be amended, subject to the following conditions:

1. Side Yard: 10% of lot width, but not less than six feet. Maximum 10 feet.
2. Rear Yard: Minimum 15 feet; 20-feet for garage facing alley.
3. Lot Width: Minimum 55 feet. Minimum 40 feet at the property line.
4. Lot Depth: Minimum 100 feet.
5. Lot Area: Minimum 6,000 square feet.

Planned Development-Townhome

Shall be developed under the regulations of the Townhome District as outlined in the Zoning Ordinance No. 11-04-09, as it exists or may be amended, subject to the following conditions:

1. Side Yard: 10% of lot width, but not less than five feet. Maximum 10 feet.
2. Rear Yard: Minimum 15 feet; 20 feet for garage facing alley.

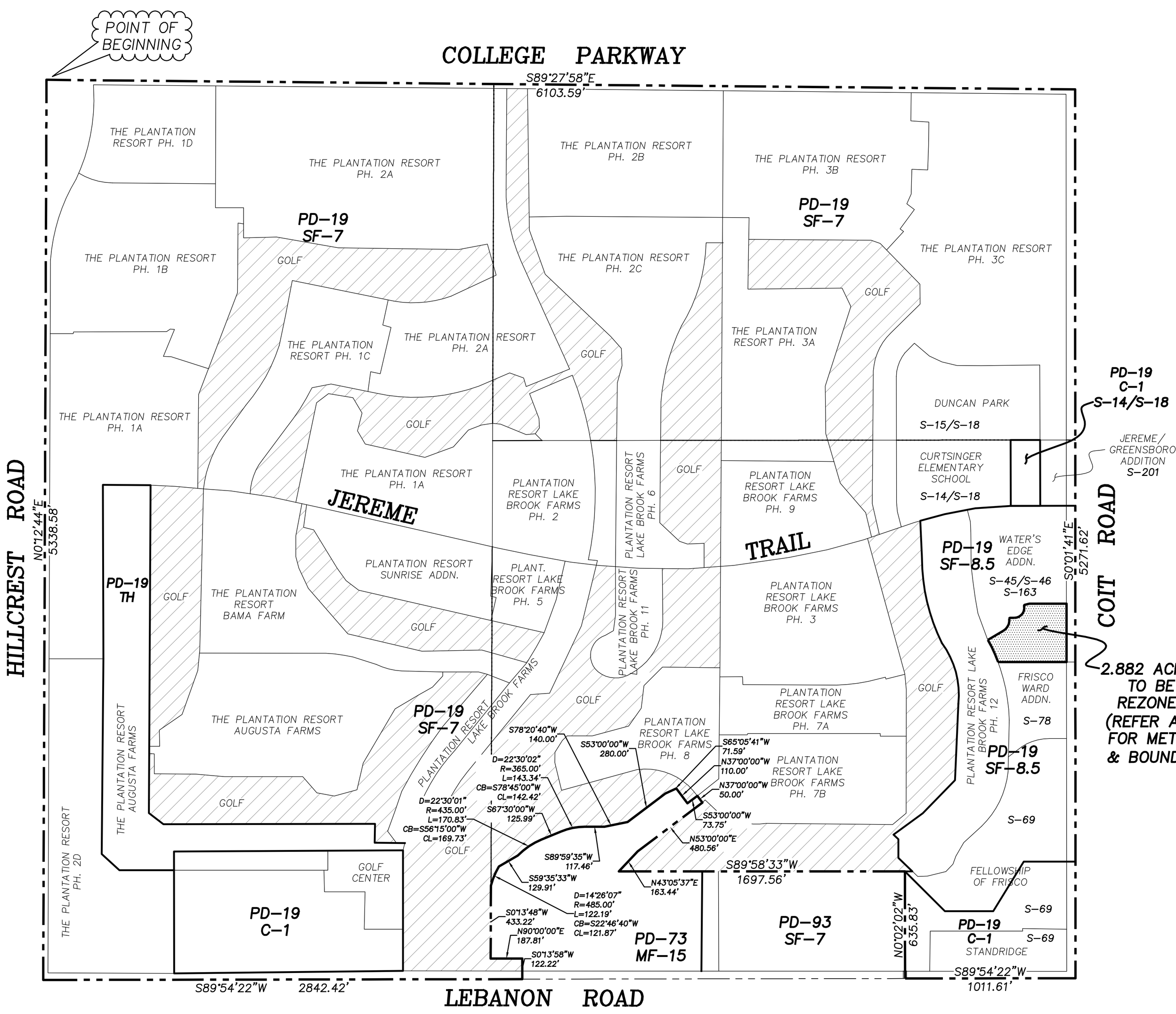
Planned Development-Office-1

Shall be developed under the regulations of the Office-1 District as outlined in the Zoning Ordinance No. 11-04-09, as it exists or may be amended, subject to the following conditions:

1. Permitted Uses – This tract is limited to the following permitted uses:
   a. Office, Administrative, Medical or Professional
   b. Child Care, Licensed Child Care Center (SUP required)
   c. Church, Temple, Synagogue, Mosque, or Other Place of Worship
   d. Construction and Field Office, Temporary
   e. Bank, Savings and Loan, or Credit Union (no drive-thru facilities)
2. Rear Yard – 50 feet minimum from residential lots to the west.
3. Perimeter Screening –
   a. Living Screen (Zoning Ordinance Section 4.03.03 - Screening Type B4) is permitted along residential properties to the west.
   b. Screening is not required along the properties to the north and south.
4. Architectural Standards – One story, 34-foot maximum height. Building shall comply with renderings attached hereto as Exhibit D.
5. This tract shall develop in accordance with the Zoning Exhibit attached hereto as Exhibit C.

Planned Development-Commercial-1

Shall be developed under the regulations of the Commercial-1 District as outlined in the Zoning Ordinance No. 11-04-09, as it exists or may be amended.



0 300 600 900

GRAPHIC SCALE
1"= 300'

LEGEND

- BOUNDARY LINE
- PLAT OR DEED LINES
- I.R.F. — IRON ROD FOUND
- I.R.S. — 1/2 INCH IRON ROD WITH YELLOW CAP MARKED RPLS 3989 SET
- OHE — ELECTRIC LINE
- PP — POWER POLE
- UGTEL — UNDERGROUND TELEPHONE
- GAS — GAS LINE
- G — GAS METER
- LIGHT — STREET OR FLOOD LIGHT
- BLRD — PIPE BOLLARD
- CM — CONTROL MONUMENT
- 8"SANSWR — SANITARY SEWER LINE
- SANSWRMH — SANITARY SEWER MANHOLE
- 18"STMSWR — STORM SEWER LINE
- 411 — EXISTING CONTOUR LINE
- ×642.13 — SPOT ELEVATION
- ASPHALT PAVING
- CONCRETE PAVING
- CURB LINE
- FH — FIRE HYDRANT
- 12"W — WATER LINE
- W — WATER METER
- WV — WATER VALVE

SURVEYOR'S CERTIFICATE

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PRELIMINARY DOCUMENT – FOR REVIEW PURPOSES ONLY

David A. Vilbig Registered Professional Land Surveyor, No. 3989

EXHIBIT A: FOR Z12-0014
703.930 ACRE EXISTING PD-19

SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT 154, CITY OF FRISCO, COLLIN COUNTY, TEXAS

NOTES:

1. *Topographic contours and natural features omitted from this drawing for purposes of graphical clarity.*

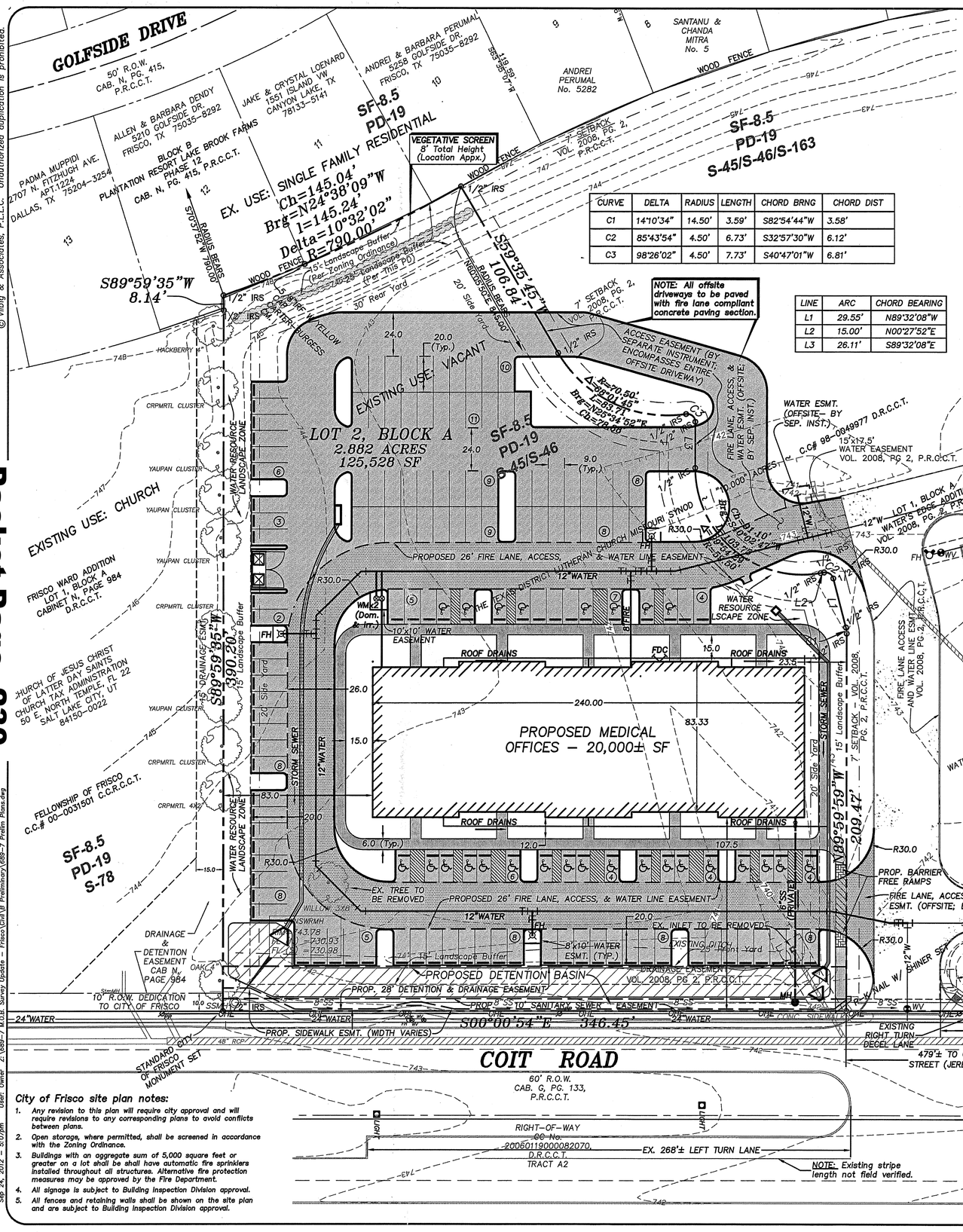
OWNER
WATER'S EDGE LUTHERAN CHURCH
P.O.B. 894
FRISCO, TX 75034
(972) 741-7745

ENGINEER/SURVEYOR
VILBIG & ASSOCIATES, PLLC
10132 Monroe Drive
Dallas, Texas 75229
(214) 352-7333

SCALE: 1"= 300' *VAI No. 689-7* *DATE: 11 JANUARY 2013*

Jan 11, 2013 – 3:17pm User: Owner Z:\689-7 M.O.B. Survey Update – Frisco\Survey\Working\689-7 Zoning Exhibit – 2013-01-11.dwg

© Vilbig & Associates, P.L.L.C. Unauthorized duplication is prohibited.



CURVE	DELTA	RADIUS	LENGTH	CHORD BRNG	CHORD DIST
C1	14°10'34"	14.50'	3.59'	S82°54'44"W	3.58'
C2	85°43'54"	4.50'	6.73'	S32°57'30"W	6.12'
C3	98°26'02"	4.50'	7.73'	S40°47'01"W	6.81'

LINE	ARC	CHORD BEARING
L1	29.55'	N89°32'08"W
L2	15.00'	N00°27'52"E
L3	26.11'	S89°32'08"E

PLAN LEGEND

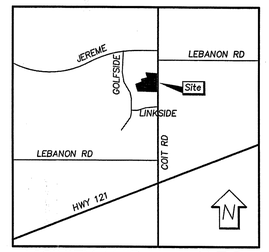
- PROJECT BOUNDARY LINE
- EXISTING LOT LINES
- FORMER LOT LINES
- EXISTING R.O.W. CENTERLINE
- EXISTING EASEMENTS
- 8"SS — EX. SANITARY SEWER LINE
- SSMH — EX. SANITARY SEWER MANHOLE
- 18"RCP — EX. STORM SEWER LINE
- 620 / 618 — EXISTING CONTOUR LINES
- EXISTING ASPHALT PAVING
- EXISTING CONCRETE PAVING
- EXISTING CURB
- FH — EXISTING FIRE HYDRANT
- 12"W — EXISTING WATER LINE
- W — EXISTING WATER METER
- WV — EXISTING WATER VALVE
- ADJACENT SUBDIVISION BOUNDARIES
- PROPOSED RIGHT-OF-WAY LINES
- PROPOSED LOT LINES
- PROPOSED R.O.W. CENTERLINE
- PROPOSED EASEMENTS
- EXISTING BUILDING SETBACK LINES
- PROPOSED BUILDING SETBACK LINES
- 8"SS — PROPOSED SANITARY SEWER
- MH — PROPOSED SANITARY SEWER MANHOLE
- FH / FDC — PROPOSED FIRE HYDRANT & FIRE DEPARTMENT CONNECTION
- 8"WATER — PROPOSED WATER LINE
- PROPOSED WATER METER
- PROPOSED WATER VALVE
- PROPOSED PAVEMENT
- PROPOSED SIDEWALKS
- PROPOSED FIRE LANES

Handicap parking is provided in accordance with ADA standards.

No floodplain exists on the site.

Site Summary	
Item Description	Site Info
Zoning	PD-19 for Office-1
Proposed Use	Medical Offices
Lot Area (acres)	2.882
Lot Area (square feet)	125,528
Building Area (square feet)	20,000
Building Height (stories)	1
Building Height (feet)	34'
Lot Coverage	16%
Floor Area Ratio	0.16
City-Required Parking Ratio (1 Space per 200 SF)	200
Total Parking Required	100
Total Parking Provided	145
Parking Area (square feet)	57,720
Water Resource Zone Required (square feet)	2,886
Water Resource Zone Provided (square feet)	6,590
Impervious Surface (square feet)	83,600
Usable Open Space Required* (square feet)	8,787
Usable Open Space Provided* (square feet)	14,056

*Refer Open Space Plan (Sheet SP2.1)



VICINITY MAP – N.T.S.
DALLAS MAPSCO 457 T

WATER'S EDGE ADDITION
LOT 2, BLOCK A
2.882 ACRES

SITUATED IN THE CITY OF FRISCO, COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT 154, COLLIN COUNTY, TEXAS

BEING ALL OF A CERTAIN TRACT OF LAND DESCRIBED AS LOT 2, BLOCK A, WATER'S EDGE ADDITION, BY A CONVEYANCE PLAT RECORDED IN VOL. 2008, PG. 2, PLAT RECORDS, COLLIN COUNTY, TEXAS.

OWNER/DEVELOPER
5475 COIT, L.L.C.
4461 Coit Rd, Suite 409
Frisco, TX 75035
Mike Tavakoli - (972-712-7773)

CITY PROJECT # Z12-0014

City of Frisco site plan notes:

1. Any revision to this plan will require city approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the 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.

VILBIG & ASSOCIATES, P.L.L.C.
CONSULTING ENGINEERS & SURVEYORS
10132 MONROE DRIVE DALLAS, TEXAS 75229
(214) 352-9232 www.vilbig.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DAVID A. VILBIG P.E. 82700 ON SEPTEMBER 24, 2012. IT IS NOT TO BE USED FOR CONSTRUCTION OR FINAL BID.

20,000 SF MEDICAL OFFICE BUILDING
5475 COIT ROAD
FRISCO, TEXAS

PROGRESS PLOTS
FOR INTERIM DESIGN REVIEW ONLY
NOT FOR CONSTRUCTION
DATE: 09/24/12

ZONING EXHIBIT C

NO.	DATE	BY	DESCRIPTION
1	09/10/12		SUBMITTAL #1: 09/10/12
2	09/24/12		SUBMITTAL #2: 09/24/12
3	--/--/--		SUBMITTAL #3: --/--/--
4	--/--/--		SUBMITTAL #4: --/--/--
			DESIGN: DMW DRAWN: ASG
			CHECKED: DAV
			SCALE: 1" = 30'
			VA PROJECT NO: 689-7

REVISIONS

SHEET
SP2.0
1 OF 2

Sep. 24, 2012 – 5:07pm User: Owner Z:\689-7 M.O.B. Survey Update – Frisco\Civil\B Preliminary\689-7 Prelim Plans.dwg

B1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

D1 REAR ELEVATION
SCALE: 1/8" = 1'-0"

E1 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

E4 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

TLS ARCHITECT
1615 BARCLAY
CARROLLTON, TX 75007
P: 214-533-9899
E:TLSARCH@AOL.COM

9/23/2012
REGISTERED ARCHITECT
STATE OF TEXAS
#9478
Texas License # 9478

Terry L. Sullivan, AIA
1615 BARCLAY DRIVE
CARROLLTON, TEXAS 75007
214-533-9899
tlsarch@aol.com

MEDICAL OFFICE BUILDING

5475 COIT ROAD
FRISCO, TEXAS

KEY PLAN

Job No.	12034
Job Code	
Date	2012-09-13
Revisions	
No.	Date
	2012-09-19 ZONING

Sheet
A-4.00
ELEVATION

FRISCO TX

NOTE: Plan scale has been reduced to fit on 24"x36" sheet.

Exhibit D

AGENDA ITEM #25.

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
Greg Carr, Code Enforcement and Animal Control Administrator

From: **John Webb, AICP, Planning Manager**

Date: **1/14/2013**

Agenda Caption: **Public Hearing: Zoning Case ZA12-0001. A request to amend the Zoning Ordinance regarding Home Occupations and consider and act to direct staff to prepare an Ordinance of the same.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: This case was initiated in response to a request to allow "Cottage Food" businesses as a permitted home occupation in Frisco. The Planning & Zoning Commission requested the home occupation ordinance be addressed in its entirety and not focus solely on the Cottage Food business aspect.

Board Review/Citizen Input: Staff met with a committee comprised of home-based business owners, representatives of the Chamber of Commerce, Home Owner Association representatives and an owner of a cottage food business. The Committee met on two occasions and developed the primary recommended changes to the ordinance.

The Planning & Zoning Commission held a public hearing on the request at their January 8, 2013 meeting and recommended approval as outlined in the Outcome Memo by a vote of 6-0.

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: The City Attorney has been involved in developing the staff's recommendation.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated January 9, 2013
- Staff report
- Public comments

Staff Recommendation: Recommended for approval as submitted with the Planning & Zoning Commission stipulation.

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

January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Public Hearing -
Zoning Ordinance Amendment: Home Occupation
Applicant: City of Frisco

Description:
A request to amend the Zoning Ordinance regarding home occupation regulations. JW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to the following amendments with the condition that Subsection (i) (13) shall read:

> Food Production Operations that produce non-potentially hazardous food. Examples of non-potentially hazardous foods include; Bread, rolls, biscuits, sweet breads, muffins, cakes, pastries, cookies, fruit pies, jams, jellies, dry herbs, and dry herb mixes.

Proposed Amendments to Zoning Ordinance
Section 3.02.01 (A) (18)
Home Occupation

Proposed Deletion: ~~Strikethrough~~
Proposed Additions: **Bold**
Staff explanatory comments: (*Underline/Italics)*

A home occupation, in districts where allowed, shall meet the following standards to maintain the residential character of the neighborhood while providing opportunities for home-based businesses.

a. **Unless specifically permitted by this section**, home occupations shall be conducted entirely within the main building. *(This clarifies possible conflict with swimming lessons).*

b. Home occupations shall not produce any alteration or change in the exterior appearance of the residence which is inconsistent with the typical appearance of a residential dwelling.

   1. No external evidence of the occupation shall be detectable at any lot line, including advertising, signs, smoke, dust, noise, fumes, glare, vibration, or electrical disturbance beyond the property line.
   2. No exterior storage of material, equipment, vehicles, and/or supplies used in conjunction with the home occupation.
   3. No storage of hazardous materials for business purposes shall be allowed on the premises.
   4. The home occupation shall not have a separate entrance.
   5. Not more than two patron- or business-related vehicles shall be present at any one time, and the proprietor shall provide adequate off-street parking for such vehicles.
   6. A maximum of one commercial vehicle, capacity one ton or less, may be used or parked on the property in connection with the home occupation. The commercial vehicle shall not be parked on the street.
   7. The home occupation shall not require regular or frequent deliveries by large delivery trucks or vehicles in excess of one and one-half (1½) tons. **This shall not be construed to prohibit deliveries by commercial package delivery companies.**
   8. The home occupation shall not display advertising signs or other visual or audio devices which call attention to the business use.
   9. Merchandise shall not be offered or displayed for sale on the premises. Sales incidental to a service shall be allowed; and orders previously made **via the** ~~by~~ telephone, **internet,** or at a sales party may be filled on the premises.
   10. No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.

c. The home occupation shall be clearly incidental and secondary to the use of the premises for residential purposes.

d. The home occupation shall employ no more than two individuals who are not an occupant of the residence. This shall not include the coordination or supervision of employees who do not regularly visit the house for purposes related to the business.

~~e. The address of the home occupation shall not be included in any classified advertisement, yellow pages listing, or other advertisement.~~

f. The home occupation shall not offer a ready inventory of any commodity for sale, except as specifically listed under Section 3.02.01 (A) (18) of the Zoning Ordinance

g. The home occupation shall not accept clients or customers before 7:00 a.m. or after 10:00 p.m. This limitation on hours of operation shall not apply to allowed childcare home occupations. Hours of operation shall be limited to 8:00 a.m. to 8:00 p.m. for outdoor activities.

h. Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.

i. Uses allowed as home occupations shall include the following:

1. Office of an accountant, architect, attorney, engineer, realtor, minister, rabbi, clergyman, or similar profession;
2. Office of a salesman or manufacturer's representative, provided that no retail or wholesale transactions or provision of services may be personally and physically made on premises;
3. Author, artist, sculptor;
4. Dressmaker, seamstress, tailor, milliner;
5. Music/dance teacher, tutoring, or similar instruction, provided that no more than three (3) pupils may be present at any one time;
6. Swimming lessons or water safety instruction, provided that a maximum of six (6) pupils may be present at any one time;
7. Home crafts, such as weaving, model making, etc.;
8. Repair shop for small electrical appliances, cameras, watches, or other small items, provided that items can be carried by one person with no special equipment, and provided that no internal combustion engine repair is allowed;
9. Child-Care: Licensed Child-Care Home**,** Child-Care: Listed Family Home**, or** Child Care: Registered Child-Care Home; (i) Homes with six (6) or more children shall meet the City's building and/or fire codes;
10. Barbershop, beauty salon, or manicure studio, provided that no more than one customer is served at any one time;
11. Community home and other residential care facility that qualifies as a community home under the Community Homes for Disabled Persons

Location Act, Chapter 123 of the Texas Human Resources Code and as amended, provided such facilities meet the requirements set out within this Ordinance;

12. Internet based businesses; and

13. Food Production Operations that produce non-potentially hazardous food. Examples of non-potentially hazardous foods include; Bread, rolls, biscuits, sweet breads, muffins, cakes, pastries, cookies, fruit pies, jams, jellies, dry herbs, and dry herb mixes. ~~These items shall not contain icings or fillings that require temperature control.~~

j. Uses prohibited as home occupations shall include the following:
   1. Animal hospital, commercial stable, kennel;
   2. Boardinghouse or roominghouse;
   3. Schooling or instruction with more than five (5) pupils;
   4. Restaurant or on-premise food/beverage consumption of any kind;
   5. Automobile, boat, or trailer repair, small engine or motorcycle repair, large appliance repair, repair of any items with internal combustion engines, or other repairs shops;
   6. Cabinetry, metal work, or welding shop;
   7. Office for doctor, dentist, veterinarian, or other medical-related profession;
   8. On-premise retail or wholesale sale of any kind, except home craft items produced entirely on premises;
   9. Commercial clothing laundering or cleaning;
   10. Mortuary or funeral home;
   11. Trailer, vehicle, tool, or equipment rental;
   12. Antique, gift, or specialty shop;
   13. Any use defined by the building code as assembly, factory/industrial, hazardous, institutional, or mercantile occupancy; and
   ~~14. Cottage Food Production Operation (refer to Page 284 of the Zoning Ordinance – see below).~~

k. Determination of a Home Occupation Use not Specifically Listed
   1. The Director shall determine whether a proposed use not specifically listed is appropriate as a home occupation. The Director shall evaluate the proposed home occupation in terms of its impact on neighboring property, its similarity to other allowed and prohibited uses, and its conformance with the regulations herein.

l. Appeal of the Director's Home Occupation Determination
   1. If the applicant disagrees with the determination of the Director, the applicant may appeal to the Planning & Zoning Commission.

m. Any home occupation that was legally in existence as of the effective date of this Ordinance and that is not in full conformity with these provisions shall be deemed a legal nonconforming use.

Proposed Amendments to Zoning Ordinance
Subsection 7.01. Terms and Words Defined

~~Cottage Food Production Operation~~
~~An individual, operating out of an individual's home, who produces a food product for consumption by the general public; regardless of whether there is a charge for the food.~~

Final approval requires action by the City Council.

JW/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	

January 8, 2013

Public Hearing -
Zoning Ordinance Amendment: Home Occupation
Applicant: City of Frisco

DESCRIPTION:

A request to amend the Zoning Ordinance regarding home occupation regulations. JW

REMARKS:

This project was initiated in response to a request to allow "Cottage Food" businesses as a permitted home occupation in Frisco. The Planning & Zoning Commission requested the home occupation ordinance be addressed in its entirety and not focus solely on the Cottage Food business aspect.

Home-based businesses have long been recognized as appropriate, incidental uses in residential neighborhoods. For the most part, the business operations are benign and contribute to the many positive benefits of working at home. But without adequate controls, some home-based businesses can detract from the residential qualities of a neighborhood, have a negative impact on nearby residences and create conflicts between property owners.

Staff has met with a committee comprised of home-based business owners, representatives of the Chamber of Commerce, Home Owner Association representatives and an owner of a cottage food business. The Committee met on two occasions and developed the following major recommendations per consensus of the Committee members:

1. No longer prohibit cottage food operations that produce non-potentially hazardous foods and delete the definition of "cottage food production operation".
2. Allow the advertisement of home occupations.
3. Permit orders previously made via the internet to be filled on the premise.

Staff and the Committee discussed the advantages and disadvantages of requiring home occupations to register with the City. It was the consensus recommendation of the Committee to not require any type of registration.

The attachment is an excerpt from the Zoning Ordinance which contains these and other recommended amendments.

RECOMMENDATION:
Recommended for Approval subject to the following amendments:

Proposed Amendments to Zoning Ordinance
Section 3.02.01 (A) (18)
Home Occupation

Proposed Deletion: ~~Strikethrough~~
Proposed Additions: **Bold**
Staff explanatory comments: (*Underline/Italics)*

A home occupation, in districts where allowed, shall meet the following standards to maintain the residential character of the neighborhood while providing opportunities for home-based businesses.

a. **Unless specifically permitted by this section**, home occupations shall be conducted entirely within the main building. *(This clarifies possible conflict with swimming lessons).*
b. Home occupations shall not produce any alteration or change in the exterior appearance of the residence which is inconsistent with the typical appearance of a residential dwelling.

    1. No external evidence of the occupation shall be detectable at any lot line, including advertising, signs, smoke, dust, noise, fumes, glare, vibration, or electrical disturbance beyond the property line.
    2. No exterior storage of material, equipment, vehicles, and/or supplies used in conjunction with the home occupation.
    3. No storage of hazardous materials for business purposes shall be allowed on the premises.
    4. The home occupation shall not have a separate entrance.
    5. Not more than two patron- or business-related vehicles shall be present at any one time, and the proprietor shall provide adequate off-street parking for such vehicles.
    6. A maximum of one commercial vehicle, capacity one ton or less, may be used or parked on the property in connection with the home occupation. The commercial vehicle shall not be parked on the street.
    7. The home occupation shall not require regular or frequent deliveries by large delivery trucks or vehicles in excess of one and one-half (1½) tons.

This shall not be construed to prohibit deliveries by commercial package delivery companies.

8. The home occupation shall not display advertising signs or other visual or audio devices which call attention to the business use.
9. Merchandise shall not be offered or displayed for sale on the premises. Sales incidental to a service shall be allowed; and orders previously made **via the** ~~by~~ telephone, **internet,** or at a sales party may be filled on the premises.
10. No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.

c. The home occupation shall be clearly incidental and secondary to the use of the premises for residential purposes.

d. The home occupation shall employ no more than two individuals who are not an occupant of the residence. This shall not include the coordination or supervision of employees who do not regularly visit the house for purposes related to the business.

~~e. The address of the home occupation shall not be included in any classified advertisement, yellow pages listing, or other advertisement.~~

f. The home occupation shall not offer a ready inventory of any commodity for sale, except as specifically listed under Section 3.02.01 (A) (18) of the Zoning Ordinance

g. The home occupation shall not accept clients or customers before 7:00 a.m. or after 10:00 p.m. This limitation on hours of operation shall not apply to allowed childcare home occupations. Hours of operation shall be limited to 8:00 a.m. to 8:00 p.m. for outdoor activities.

h. Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.

i. Uses allowed as home occupations shall include the following:

1. Office of an accountant, architect, attorney, engineer, realtor, minister, rabbi, clergyman, or similar profession;
2. Office of a salesman or manufacturer's representative, provided that no retail or wholesale transactions or provision of services may be personally and physically made on premises;
3. Author, artist, sculptor;

4. Dressmaker, seamstress, tailor, milliner;
5. Music/dance teacher, tutoring, or similar instruction, provided that no more than three (3) pupils may be present at any one time;
6. Swimming lessons or water safety instruction, provided that a maximum of six (6) pupils may be present at any one time;
7. Home crafts, such as weaving, model making, etc.;
8. Repair shop for small electrical appliances, cameras, watches, or other small items, provided that items can be carried by one person with no special equipment, and provided that no internal combustion engine repair is allowed;
9. Child-Care: Licensed Child-Care Home, Child-Care: Listed Family Home, **or** Child Care: Registered Child-Care Home; (i) Homes with six (6) or more children shall meet the City's building and/or fire codes.
10. Barbershop, beauty salon, or manicure studio, provided that no more than one customer is served at any one time; and
11. Community home and other residential care facility that qualifies as a community home under the Community Homes for Disabled Persons Location Act, Chapter 123 of the Texas Human Resources Code and as amended, provided such facilities meet the requirements set out within this Ordinance.

12. Internet based businesses

13. Food Production Operations that produce non-potentially hazardous food. Examples of non-potentially hazardous foods include; Bread, rolls, biscuits, sweet breads, muffins, cakes, pastries, cookies, fruit pies, jams, jellies, dry herbs, and dry herb mixes. These items shall not contain icings or fillings that require temperature control.

j. Uses prohibited as home occupations shall include the following:

1. Animal hospital, commercial stable, kennel;
2. Boardinghouse or roominghouse;
3. Schooling or instruction with more than five (5) pupils;
4. Restaurant or on-premise food/beverage consumption of any kind;
5. Automobile, boat, or trailer repair, small engine or motorcycle repair, large appliance repair, repair of any items with internal combustion engines, or other repairs shops;
6. Cabinetry, metal work, or welding shop;
7. Office for doctor, dentist, veterinarian, or other medical-related profession;

8. On-premise retail or wholesale sale of any kind, except home craft items produced entirely on premises;
9. Commercial clothing laundering or cleaning;
10. Mortuary or funeral home;
11. Trailer, vehicle, tool, or equipment rental;
12. Antique, gift, or specialty shop;
13. Any use defined by the building code as assembly, factory/industrial, hazardous, institutional, or mercantile occupancy; and
~~14. Cottage Food Production Operation (refer to Page 284 of the Zoning Ordinance – see below).~~

k. Determination of a Home Occupation Use not Specifically Listed

1. The Director shall determine whether a proposed use not specifically listed is appropriate as a home occupation. The Director shall evaluate the proposed home occupation in terms of its impact on neighboring property, its similarity to other allowed and prohibited uses, and its conformance with the regulations herein.

l. Appeal of the Director's Home Occupation Determination

1. If the applicant disagrees with the determination of the Director, the applicant may appeal to the Planning & Zoning Commission.

m. Any home occupation that was legally in existence as of the effective date of this Ordinance and that is not in full conformity with these provisions shall be deemed a legal nonconforming use.

Proposed Amendments to Zoning Ordinance
Subsection 7.01. Terms and Words Defined

~~Cottage Food Production Operation~~

~~An individual, operating out of an individual's home, who produces a food product for consumption by the general public; regardless of whether there is a charge for the food.~~

From: richard black
To: John Webb; Greg Carr; Jeff Trykoski
Subject: Zoning of the Home Occupation Ordinance
Date: Monday, January 07, 2013 6:41:22 PM

I just wanted to send a quick letter to thank you for all of your hard work and open mindedness on the current zoning of the Home Occupation Ordinance to allow for the sell of non-hazardous foods baked from residential kitchens. I extremely respect you all for moving in the right direction for small businesses that meet a specific need that our community needs! I absolutely approve of the change of the current zoning so that it allows these talented men and women to sell their wonderful items for the public! I appreciate all of the research and work that has been done thus far and for being open minded while investigating the matter. I feel this will add a wonderful touch to the lives of so many! Thank you again, and I look forward to the hearing tomorrow.

Richard Black
-Frisco Resident

From: Paula Schultz
To: John Webb; Greg Carr; Jeff Trykoski
Subject: Home Occupation Ordinance Public Hearing
Date: Monday, January 07, 2013 5:55:12 PM

Dear City Officials,

Thank you for putting the Home Occupation Ordinance on the agenda for Tuesday evenings meeting. I appreciate you all taking the time to review the current laws and consider the feedback of the community! I firmly believe you are on the right track and I would personally like to see the City of Frisco change the current zoning of the Home Occupation Ordinance to allow for the sale of non-hazardous foods baked from residential kitchens. I see this as a great opportunity to promote small businesses within our community as well as fill a growing need for services within our community. I feel changing this ordinance will open even more opportunities for individuals and small businesses that the community will benefit from.

I appreciate that changes such as this are not made lightly, and I again thank you for taking the time to consider such a change. I truly believe making this change can only improve an already great city and family friendly community.

Thank you for your time
Paula Schultz

From: rdha@aol.com
To: John Webb; GCarr@friscotexas.org; JTrykoski@friscotexas.org
Subject: Home Occupation Ordinance
Date: Tuesday, January 08, 2013 2:00:07 PM

Gentlemen:

I want to take this opportunity to thank you for your time and effort with respect to the above matter to this point in time. From my point of view, I would strongly support your approval of a change to the ordinance to allow for the sale of foods baked from residential kitchens. A change of this nature would go a long way to support small businesses that play a significant role in the economic health of our city. Sending such an ordinance change with your recommendation for approval to the City Council would certainly be in the best interest of our community. Again, thank you for your efforts.

Best Regards,

Bob Hingston

5200 Town & Country Blvd
Frisco, TX 75034

From: Amy Henderson
To: John Webb
Subject: Please Approve the Home Occupation Ordinance
Date: Saturday, January 05, 2013 5:39:04 PM

Dear Mr. John Webb,

I am writing to you on behalf of the current Home Occupation Ordinance that does not allow for the selling of non-hazardous foods baked from residential kitchens. I ***approve*** of you changing this law to allow the selling of these goods from homes. I appreciate your service in office and all the work you do to keep us safe. I also appreciate you being open-minded to change and believe you are on the right path to make this right.

As a small home-based business owner, I understand the importance of having the freedom to work from home. I know the importance that this money brings, not only to my family but the local economy as well. Especially in this slower economy, this would allow residence to make extra income without the large overhead that many cannot afford.

Updating this ordinance to meet the current State law will affect many talented, hard-working individuals who have the entrepreneur spirit along with boosting the economy. People who just want to be allowed the freedom to legally make ends meet or save for their future.

I appreciate your time and service plus consideration

for changing the current ordinance.

Thank you,

Amy Henderson

Anything is possible if a person believes....Mark 9:23

Amy Henderson
Mary Kay Cosmetics

512-914-4227

Get your virtual makeover today! Visit my website!! **http://www.marykay.com/ahenderson1**

From: Virginia Fisher
To: John Webb
Subject: New Ordiance
Date: Saturday, January 05, 2013 7:50:59 PM

Dear Mr. Webb,

I am writing to you concerning the current Home Occupation Ordinance that
prevents the selling of baked goods from homes. I would like to encourage you to change this law to allow the selling of baked goods from individual's homes. I appreciate your concern and all that you do to put safety first. I also appreciate you being concerned for the livelihood of entrepreneurs.

I am a small business owner and I appreciate the freedom to work from home. Being able to work from home allows me to supplement my family's income and it adds to the local economy. In this slow economy many entrepreneurs can not afford the overheard of a store front.

Updating this ordinance to meet the current state law will affect many hard working individuals who deserve the right to share their talents. I feel there are ways to allow individuals to pass state inspections just like local restaurants.

I appreciate your service and for helping home-based business owner by changing the current ordinance.

Sincerely,

Virginia Fisher

From: Leah Edman
To: John Webb
Subject: Home Occupation Ordinance
Date: Monday, January 07, 2013 11:32:11 PM

January 7, 2013

Dear Mr. Webb,

I am writing you regarding your consideration of removing the citywide ban on cottage food operators in Frisco, Texas. I would like to personally thank you for your time and research to make this possible. This is a positive step for many deserving people.

I approve of changing the current zoning Home Occupation Ordinance, as this will provide many talented individuals and entrepreneurs the ability of the selling of non-hazardous foods baked from their residential kitchens. Many successful businesses in our country ultimately started out of their home. I ask that you continue to give others the same opportunity by allowing individuals to utilize their skills and talents legally within their home.

Thank you again for your reconsideration. I respect you for moving in the right direction to by taking this issue into consideration. Your efforts are greatly appreciated.

Sincerely,
Leah Edman
704 Creekside Dr.
Little Elm, TX 75068
leahedman@yahoo.com
214.300.1013

AGENDA ITEM #26.

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: **1/21/2013**

Agenda Caption: **Public Hearing: Specific Use Permit Case SUP12-0023. A request for a Specific Use Permit for a Church on two lots on 0.4± acres on the northeast corner of Sunnyvale Circle and Preston North Drive and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-24-Manufactured Home. Neighborhood #23.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The subject property is composed of two lots within Preston North Estates, Lot 29 containing the residence and Lot 30 containing an accessory structure. Primera Iglesia Bautista de Frisco Church is requesting to utilize a 288 square foot portion of the residence on Lot 29 as a sanctuary for the church. Per the conditions of the SUP, staff is recommending that Lots 29 and 30 be replatted into one lot and the sanctuary be limited to the 288 square foot portion of the residence. Due to the limited area for required off-street parking and potential impacts on the neighborhood, expansion of church uses beyond the 288 square feet is not appropriate.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their January 8, 2013 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 6-0.

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 January 9, 2013.
- 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

January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Public Hearing -
Specific Use Permit: Preston North Estates, Block B, Lots 29 & 30 (SUP12-0023)
Owner(s): Primera Iglesia Bautista de Frisco

Description:
A request for a Specific Use Permit for a Church on two lots on 0.4± acres on the northeast corner of Sunnyvale Circle and Preston North Drive. Zoned Planned Development-24-Manufactured Home. Neighborhood #23. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to:

1. Replat Lots 29 and 30 into one lot.
2. The church use shall be limited to 288 square feet in the residence. No church uses are permitted in the accessory structure.

Final approval requires action by the City Council.

MW/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

January 8, 2013

Public Hearing -
Specific Use Permit: Preston North Estates, Block B, Lots 29 & 30 (SUP12-0023)
Owner(s): Primera Iglesia Bautista de Frisco

DESCRIPTION:

A request for a Specific Use Permit for a Church on two lots on 0.4± acres on the northeast corner of Sunnyvale Circle and Preston North Drive. Zoned Planned Development-24-Manufactured Home. Neighborhood #23. MW

HISTORY:

Ordinance No. 276 – Adopted July 2, 1970, rezoning the property to a Planned Development to allow a mobile home community.

CASE OVERVIEW:

The subject property is composed of two lots within Preston North Estates, Lot 29 containing the residence and Lot 30 containing an accessory structure. Primera Iglesia Bautista de Frisco Church is requesting to utilize a 288 square foot portion of the residence on Lot 29 as a sanctuary for the church. Per the conditions of the SUP, staff is recommending that Lots 29 and 30 be replatted into one lot and the sanctuary be limited to the 288 square foot portion of the residence. Expansion of church uses into the accessory building would not be permitted.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Residential	PD-24-Manufactured Home	Residential
East	Residential	PD-24-Manufactured Home	Residential
South	Residential	PD-24-Manufactured Home	Residential
West	Residential	PD-24-Manufactured Home	Residential

COMPATIBILITY CONSIDERATIONS:

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the City. These conditions may include but are not limited to:

- Paving of streets, alleys, and sidewalks,
  Existing streets are adequate for the requested use. There are no public sidewalks in this neighborhood. The applicant is proposing required access ramps per ADA requirements.

- Means of ingress and egress to public streets,
  Existing means are adequate based on the applicant's estimated attendance.

- Provisions for drainage,
  Not applicable to this request.

- Adequate off-street parking,
  The worship center requires three (3) parking spaces and the residence requires two (2) parking spaces. The applicant is providing six (6) parking spaces.

- Protective screening, landscaping, and open space,
  Surrounding property is zoned residential and does not require screening. The need for additional landscaping (trees) will be determined by the City's Landscape Architect with a site plan and construction set.

- Area or security lighting,
  The applicant is not proposing any exterior lighting at this time. Should the applicant add exterior lighting later, then the applicant shall submit a lighting plan for review. The exterior lighting will comply with the City's ordinance.

- The locations and heights of structures,
  Not applicable as the applicant is proposing utilizing the existing residential structure.

- Architectural compatibility of buildings,
  Not applicable as the applicant is proposing utilizing the existing residential structure.

- Intensity of the use,

The size of the proposed sanctuary is limited due to the availability of off-street parking, reducing the intensity of the use. Prohibiting the church use from expanding into the accessory structure will further protect the adjacent property owners from a greater intensity.

- Adequate traffic circulation required to contain all stacking activity on the site.
  Not applicable as all parking for the church is to be accessed from public streets. No on-side maneuverability is proposed.

Staff finds that these above conditions have been either addressed per this application or will be addressed during site plan review.

COMPREHENSIVE PLAN:

The Comprehensive Plan addresses specific site considerations for *"large church congregations and campuses – being multiple buildings with different uses"* to mitigate impacts on adjacent properties. The proposed facility will be a smaller community church scale; utilizing an existing structure with minimal square-footage for this use and whereby potential site expansion is prohibited. Staff finds the additional site criteria addressed by the Comprehensive Plan for large church congregations does not apply. Staff is supporting the request based on the Church's representation that this will be small congregation that will not result in an increase of traffic or parking that will interfere with the residents in this neighborhood. Furthermore, based on the applicant's representative on the number of people attending services, this will be similar to a home occupation. And this would be no different than someone holding bible studies in their residence. However, should this use become more intensive where it becomes intrusive into this residential neighborhood, then the Special Use Permit needs to be reevaluated on the continuance of this use.

SUMMARY:

Staff is in support of this request as it is a compatible use for the surrounding properties.

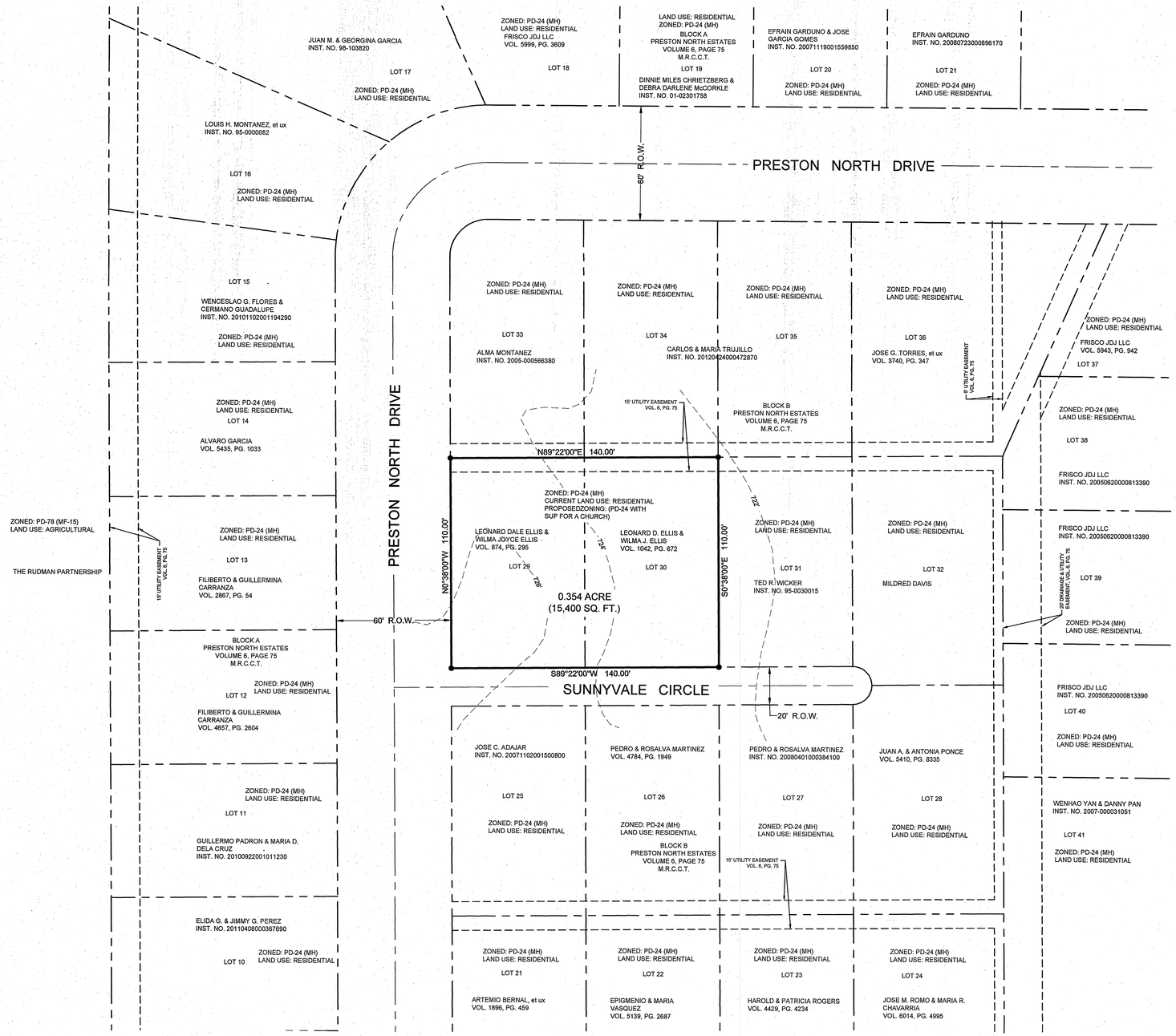
RECOMMENDATION:

Recommended for approval subject to:

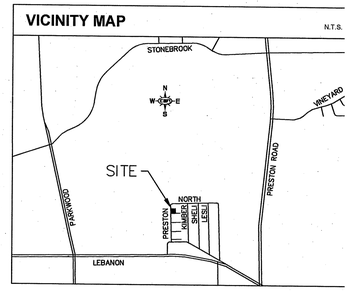
1. Replat Lots 29 and 30 into one lot.
2. The church use shall be limited to 288 square feet in the residence. No church uses are permitted in the accessory structure.

SUP12-0023
Primera Iglesia Bautista de Frisco
Block B, Lots 29 & 30









BEING a tract of land situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas, and being all of Lots 29 and 30, Block B of Preston North Estates, an Addition to the City of Frisco, Texas, according to the Final Plat, thereof recorded in Volume 6, Page 75 of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Lot 29, same being the intersection of the north right of way line of Sunnyvale Circle (a 20' wide right of way) with the east right of way line of Preston North Drive (a 60' wide right of way);

THENCE North 00°38'00" West, along the west line of said Lot 29 and the east right of way line of said Preston North Drive, a distance of 110.00 feet to the northwest corner of said Lot 29, same being the southwest corner of Lot 33 in said Block B;

THENCE North 89°22'00" East, departing the east right of way line of said Preston North Drive, along the north line of said Lots 29 and 30 and the south line of Lots 33 and 34 in said Block B, a distance of 140.00 feet to the northeast corner of said Lot 30, same being the northwest corner of Lot 31 in said Block B;

THENCE South 00°38'00" East, along the east line of said Lot 30 and the west line of said Lot 31, a distance of 110.00 feet to the southeast corner of said Lot 30, same being on the north right of way line of aforesaid Sunnyvale Circle;

THENCE South 89°22'00" West, along the south line of said Lots 30 and 29, and along the north right of way line of said Sunnyvale Circle, a distance of 140.00 feet to the POINT OF BEGINNING and containing 0.354 of an acre of land, more or less.

Bearings based upon the east right of way line of Preston North Drive as created in the final plat of Preston North Estates, recorded in Volume 6, Page 75, Map Records of Collin County, Texas, said bearing being North 00°38'00" West.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTE: No floodplain exists on the property.

EXHIBIT A: SUP # 12-0023
0.354 ACRES
BLOCK B, LOTS 29 AND 30
PRESTON NORTH ESTATES
JAMES BOLIN SURVEY, ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER:
Leonard D. and Wilma Joyce Ellis
8703 Scott Circle
Frisco, Texas 75034
Ph.: 214-202-3868

APPLICANT:
Premeria Iglesia Bautista De Frisco
10911 Castle Drive
Frisco, Texas 75035
Ph.: 972-987-9622
Attn.: Julio Alfredo Ruiz

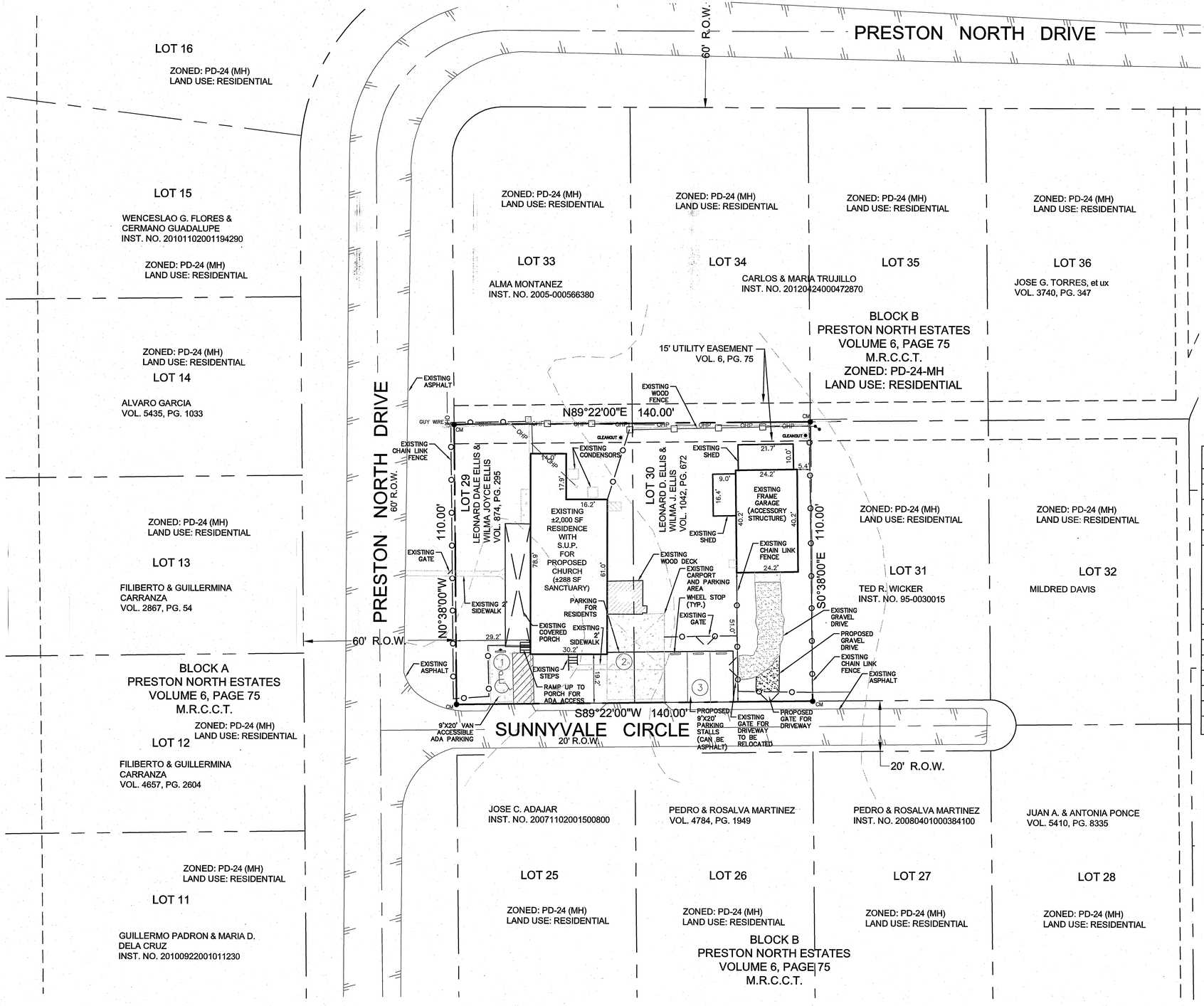
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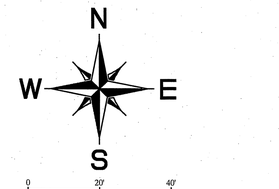
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

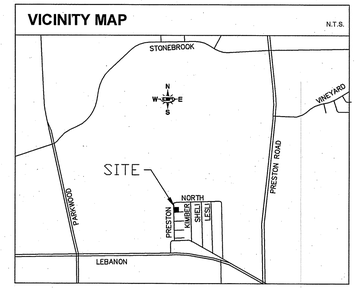
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LOT 29 SITE DATA SUMMARY TABLE

ZONING / PROPOSED USE	PD-24-MH RESIDENTIAL W SUP FOR CHURCH
LOT AREA / SQ. FT. AND AC	7,700 SQ. FT. 0.177 AC
BUILDING AREA (gross square footage)	2,092 SQ. FT.
BUILDING HEIGHT (ft and number of stories)	1-STORY, 20 FEET
LOT COVERAGE	27.17%
FLOOR AREA RATIO (for non-residential zoning)	0.27:1
TOTAL PARKING REQUIRED (both lots) (with ratio) RESIDENTIAL (2 SPACES) MAIN SANCTUARY(1 SPACE /100 S.F.) TOTAL PARKING REQUIRED	2 288/100 5 SPACES* *PARKING REQUIRED FOR USE ON LOT 29 ONLY. PROPOSED PARKING OCCURS ON BOTH LOTS
TOTAL PARKING PROVIDED	6 SPACES (TOTAL LOTS 29 AND 30)
TOTAL HANDICAP REQUIRED	1 SPACE
TOTAL HANDICAP PROVIDED	1 SPACE
SQ. FT. IMPERVIOUS SURFACE	N/A
USABLE OPEN SPACE REQUIRED (7%)	N/A
USABLE OPEN SPACE PROVIDED	N/A
WATER RESOURCE ZONE REQUIRED (5% OF PARKING AND DRIVE AISLES)	N/A
WATER RESOURCE ZONE PROVIDED	N/A

* HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

LOT 30 SITE DATA SUMMARY TABLE

ZONING / PROPOSED USE	PD-24-MH RESIDENTIAL W SUP FOR CHURCH
LOT AREA / SQ. FT. AND AC	7,700 SQ. FT. 0.177 AC
BUILDING AREA (gross square footage)	1,338 SQ. FT.
BUILDING HEIGHT (ft and number of stories)	1-STORY, 20 FEET
LOT COVERAGE	17.38%
FLOOR AREA RATIO (for non-residential zoning)	0.17:1
TOTAL PARKING REQUIRED (both lots) (with ratio) RESIDENTIAL (2 SPACES) MAIN SANCTUARY(1 SPACE /100 S.F.) TOTAL PARKING REQUIRED	2 288/100 5 SPACES* *PARKING REQUIRED FOR USE ON LOT 29 ONLY. PROPOSED PARKING OCCURS ON BOTH LOTS
TOTAL PARKING PROVIDED	6 SPACES (TOTAL LOTS 29 AND 30)
TOTAL HANDICAP REQUIRED	1 SPACE
TOTAL HANDICAP PROVIDED	1 SPACE
SQ. FT. IMPERVIOUS SURFACE	N/A
USABLE OPEN SPACE REQUIRED (7%)	N/A
USABLE OPEN SPACE PROVIDED	N/A
WATER RESOURCE ZONE REQUIRED (5% OF PARKING AND DRIVE AISLES)	N/A
WATER RESOURCE ZONE PROVIDED	N/A

* HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

CITY OF FRISCO SITE PLAN NOTES

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
3. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

ACTION

☐ APPROVED ☐ DENIED

STAFF _____ Date _____ Initials

P&Z _____ Date _____ Initials

Neighborhood # _____

See the Staff Approval Letter or P&Z Result Memo for any conditions associated with the approval of the project.

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NO. 48085C0240J, DATED NOVEMBER 9, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN FLOOD ZONE X

NOTES

1. THE PRIMARY USE OF THE HOUSE IS A RESIDENCE. THE CHURCH IS A SECONDARY USE.
2. MOTHERS DAY OUT PROGRAM WILL NOT BE HELD AT THIS FACILITY.
3. THE CHURCH MAY NOT EXPAND TO THE ACCESSORY STRUCTURE UNLESS THE SPECIFIC USE PERMIT IS AMENDED TO ALLOW FOR THAT TO OCCUR.
4. LIFE SAFETY FUNCTIONS OF THE BUILDING, PROVIDING MEANS OF INGRESS AND EGRESS, AND PROVIDING ADEQUATE LIGHT AND VENTILATION ARE NECESSARY.
5. NO EXISTING TREES ARE PLANNED TO BE REMOVED.

EXHIBIT "B"

CITY PROJ. NO. SUP12-0023

PRESTON NORTH ESTATES
BLOCK B, LOTS 29 AND 30

JAMES BOLIN SURVEY, ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS
SUBMITTED: December 10, 2012
REVISED: December 20, 2012

OWNER LOTS 29& 30:
Leonard D. and Wilma Joyce Ellis
8703 Scott Circle
Frisco, Texas 75034
Phone (214) 202-3868

APPLICANT:
Premeria Iglesia Bautista de Frisco
10911 Castle Drive
Frisco, Texas 75035
Phone (972) 987-9622
Contact: Pastor Julio Alfredo Ruiz

ENGINEER:
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone (972) 335-3580
Fax (972) 335-3779
Contact: Frank Abbott, P.E.

No.	Date	Revisions	App.

Kimley-Horn and Associates, Inc.
Tel. No.(972) 335-3580
Fax No.(972) 335-3779
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Texas Registration No. F-928

FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn and Associates, Inc.
Engineer: FRANK G. ABBOTT, JR.
P.E. No. 72881 Date 12/20/2012

LOTS 29 & 30, BLOCK B
PRESTON NORTH ESTATES
CITY OF FRISCO, COLLIN COUNTY, TEXAS

S.U.P. EXHIBIT "B"

Scale: AS SHOWN
Designed by: JCR
Drawn by: PEM
Checked by: FGA

SHEET
C-1

AGENDA ITEM #26.

IMAGES
XREFS
PLOT STAMP
DWG NAME
LAST SAVED
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AGENDA ITEM #27.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/21/2013**

Agenda Caption: **Public Hearing: Specific Use Permit Case SUP12-0024. A request to amend a Specific Use Permit for a Church on one lot on 9.6± acres on the east side of Independence Parkway, 1,300± feet north of Eldorado Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Single Family-8.5 with a Specific Use Permit for a Church (S-174). Neighborhood #6.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to amend their Specific Use Permit to expand the church. This request shows the ultimate build-out of the church property to avoid the need to amend the SUP for any future expansions.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their January 8, 2013 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 6-0.

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 January 9, 2013.
- 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

January 9, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, January 8, 2013

Public Hearing - Specific Use Permit: Datta Yoga Center Addition (SUP12-0024)
Owner(s): Datta Yoga Center

Description:
A request to amend a Specific Use Permit for a Church on one lot on 9.6± acres on the east side of Independence Parkway, 1,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit for a Church (S-174). Neighborhood #6. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:
The item was recommended for approval subject to:

1. The provision of two points of access from Independence Parkway as required by Engineering Services.
2. An eight (8) foot tall masonry screening wall to be constructed along the north property line.
3. The completion of a Parking Agreement with Rejoice Lutheran Church to the south of the property.
4. The final plats and/or site plans for Phase 1 development on the Data Yoga Center site and Rejoice Lutheran Church site shall include a note stating allowance of the other to utilize their parking at overflow times.

Final approval requires action by the City Council.

MW/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

January 8, 2013

Public Hearing - Specific Use Permit: Datta Yoga Center Addition (SUP12-0024)
Owner(s): Datta Yoga Center

DESCRIPTION:

A request to amend a Specific Use Permit for a Church on one lot on 9.6± acres on the east side of Independence Parkway, 1,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit for a Church (S-174). Neighborhood #6. MW

HISTORY:

Ordinance No. 00-03-12 – Specific Use Permit S-72 for a commercial plant nursery.

Ordinance No. 01-03-23 - Specific Use Permit S-108 for a metal building.

Ordinance No. 08-02-22 - Specific Use Permit (S-174) for a church and repealing the two previous specific use permits.

Ordinance No. 08-05-06 – Rezoned the property from Agricultural to Single Family-8.5 (maintained SUP-174 for the church).

Ordinance No. 08-05-47 – Amended the Specific Use Permit for a Church.

CASE OVERVIEW:

The applicant is requesting to amend their Specific Use Permit to expand the church. This request depicts the ultimate build-out of the church property to avoid the need to amend the SUP for any future expansions.

The surrounding land uses are as follows:

Direction	Land use	Zoning	Comprehensive Plan
North	Residential	Single Family-7	Residential
East	Residential	Single Family-7	Residential
South	Day Care and Residential	Agricultural w/SUP-154 for Day Care and	Residential

		PD-160-SF-8.5	
West	Vacant (Future Park)	Patio Home	Public/Semi-Public

COMPATIBILITY CONSIDERATIONS:

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the City. The conditions of approval from the most recent SUP shall be carried over as conditions to this SUP, as outlined in the recommendation.

SUMMARY:

Staff is in support of this request as it is a compatible use for the surrounding properties.

RECOMMENDATION:

Recommended for approval subject to:

1. The provision of two points of access from Independence Parkway as required by Engineering Services.
2. An eight (8) foot tall masonry screening wall to be constructed along the north property line; and
3. The completion of a Parking Agreement with Rejoice Lutheran Church to the south of the property. The final plats and/or site plans for Phase 1 development on the Data Yoga Center site and Rejoice Lutheran Church site shall include a note stating allowance of the other to utilize their parking at overflow times.

SUP12-0024
Datta Yoga Center Addition
Block A, Lot 1



Packet Page -275-

AGENDA ITEM #27.

LEGAL DESCRIPTION

BEING a tract of land situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being all of Lot 1, Block A, Datta Yoga Center Addition, and addition to the City of Frisco, Texas, as recorded in Cabinet 2009, Page 334, Plat Records of Collin County, Texas, and being more particularly described as follows:

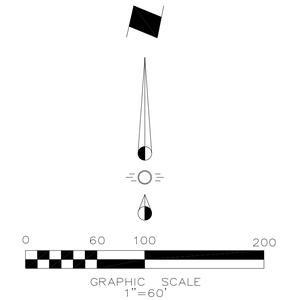
BEGINNING at a capped iron found for corner at the northwest corner of Lot 1, Block A, Rejoice Lutheran Church, an addition to the City of Frisco as recorded in Cabinet 2009, Page 131, Plat Records of Collin County, Texas, said point being in the east line of Independence Parkway (a 120' R.O.W.);

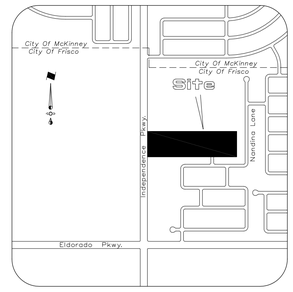
THENCE N00°43'13"W, with the east line of Independence Parkway, a distance of 330.00 feet to a 1/2" capped iron set for corner, said point being the southwest corner of a called 19.127 acre tract of land conveyed First Texas Homes, Inc. by deed recorded in County Clerk's File No. 20120209000149590;

THENCE N89°15'40"E, leaving Independence Parkway, and with the south line of the aforementioned First Texas Homes, Inc. tract, a distance of 1263.76 feet to a 1/2" capped iron set for corner, said point being in a westerly line of Stonelake Estates West, Phase II, an addition to the City of Frisco as recorded in Cabinet 2008, 235, Plat Records of Collin County, Texas;

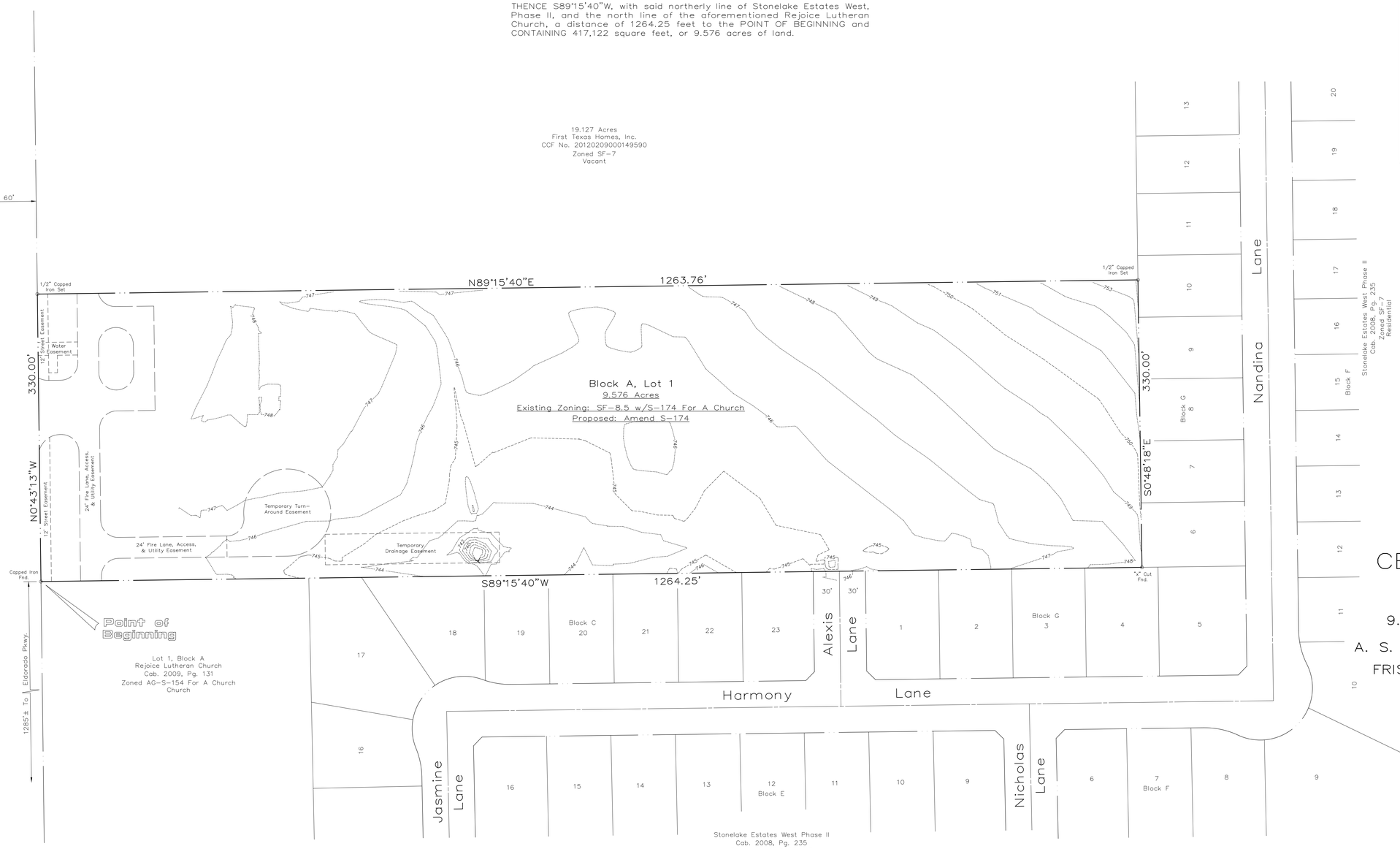
THENCE S00°48'18"E, with said westerly line of Stonelake Estates West, Phase II, a distance of 330.00 feet to an "x" cut found for corner in a northerly line of said said Stonelake Estates West Phase II;

THENCE S89°15'40"W, with said northerly line of Stonelake Estates West, Phase II, and the north line of the aforementioned Rejoice Lutheran Church, a distance of 1264.25 feet to the POINT OF BEGINNING and CONTAINING 417,122 square feet, or 9.576 acres of land.





VICINITY MAP
NTS



NOTE: No floodplain exists on the site.

EXHIBIT A
SUP12-0024

DATTA YOGA CENTER ADDITION

LOT 1, BLOCK A

9.576 Acres Situated In The

A. S. YOUNG SURVEY ~ ABST. 1(

FRISCO, COLLIN COUNTY, TEXAS

Owner
Datta Yoga Center
12030 Independence Parkway
Frisco, Texas 75035
Telephone 972 989-7815

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

December 20, 2012

AGENDA ITEM #27.

Packet Page -276-

SITE DATA SUMMARY

KARYA SIDDHI HANUMAN TEMPLE 12030 INDEPENDENCE PARKWAY, FRISCO TX-75035 SITE AND BUILDING DATA SUMMARY								
ZONING:	S-174-SF-8.5							
PROPOSED USE:	RELIGIOUS FACILITY							
LOT AREA:	9.576 AC.	417,122 SF						
BUILDING DATA:				**PARKING**				
BUILDING	**AREA (SF)**	**STORIES**	**HEIGHT**	**REQUIRED**		**PROVIDED**		
				SPACES	**HC**	**SPACES**	**HC**	
PHASE I (EXISTING)								
EXISTING BLDG A: TEMPLE	10,206	1	18'	63	3	63	3	
PHASE II: PROPOSED								
BLDG. B: NEW TEMPLE	35,000	1	40'	108		143		
(STEEPLE/ENTRANCEWAY):	-		70'					
TOTAL PHASES I & II:	**45,206**			171	7	206	7	
PHASE III: (FUTURE PHASES)								
BUILDING C:	15,000	2	40'	54		59		
BUILDING D:	15,000	2	40'	54		59		
BUILDING E :	4,000	2	40'	14		15		
TOTAL FUTURE PHASE:	**34,000**			122		133		
GRAND TOTAL FOR SITE:	**79,206**			293	8	339	8	

	ALLOWED	PROVIDED	
NUMBER OF STORIES	2.5		
HEIGHT	40'		
TOTAL LOT COVERAGE:	45%	18.99%	
FLOOR AREA RATIO		0.19	:1

SITE PLAN NOTES

1. Any revision to this plan will require city approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
3. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Building Inspection Division approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.

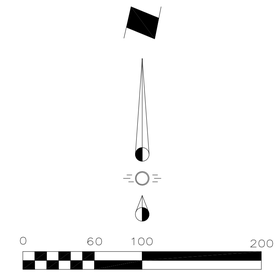
GENERAL NOTES

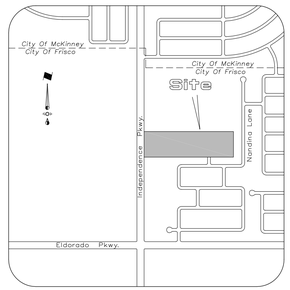
1. Handicap parking is provided in accordance with ADA standards.
2. All existing and proposed pavement is concrete.
3. All fire hydrant leads are 6".
4. All parking bays are 20' or 18' with 2' overhang.
5. Site is outside 100yr floodplain. No floodplain exists on the site.

PURPOSE OF S-174 AMENDMENT

1. Add New Temple Building
2. Add associated site improvements.
3. Show future site improvements.

24" FIRELANE, UTILITY,AND ACCESS EASEMENT





VICINITY MAP
NTS

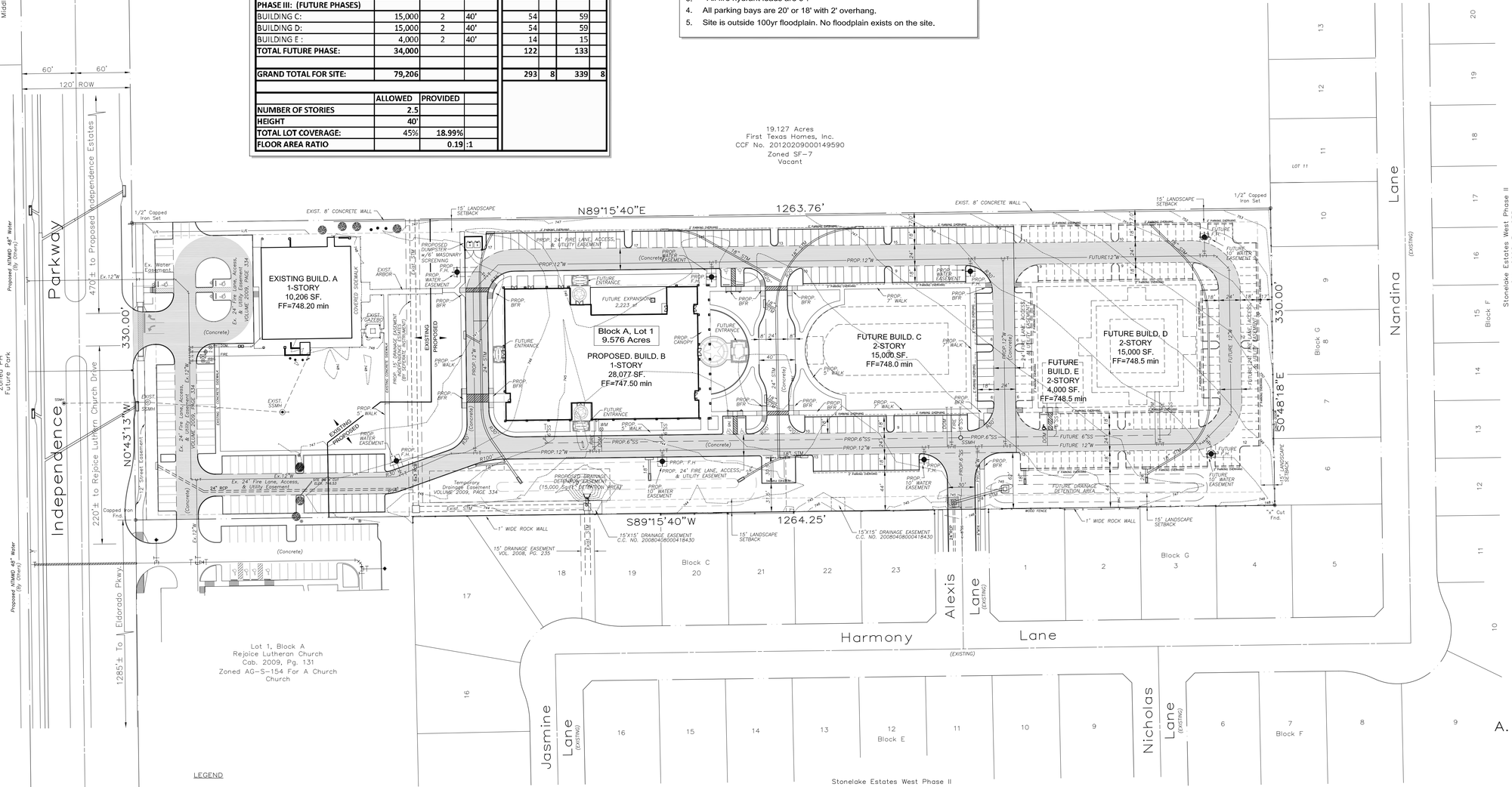


EXHIBIT B

SUP12-0024

DATTA YOGA CENTER ADDITION

LOT 1, BLOCK A

9.576 Acres Situated In The

A. S. YOUNG SURVEY ~ ABST. 1037

FRISCO, COLLIN COUNTY, TEXAS

Owner

Datta Yoga Center
12030 Independence Parkway
Frisco, Texas 75035
Telephone 972 989-7815

Engineer

RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor

Surdukan Surveying, Inc.
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

December 21, 2012

AGENDA ITEM #28.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

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

From: **Jenny Page, City Secretary**

Date: **February 5, 2013**

Agenda Caption: Consider and act upon accepting the resignation of Toby Richesin, Place 2, on the Board of Adjustments.

Action Requested: Acceptance of the resignation of Toby Richesin, Place 2, on the Board of Adjustments.

Background Information: Mr. Richesin is moving to California and has submitted his resignation letter. His term expires on September 30, 2014.

Supporting Documents: Email to Steve Covington.

Staff Recommendation: Accept the resignation.

From: Steve Covington
To: Jenny Page
Cc: John Lettelleir
Subject: BOA resignation
Date: Tuesday, January 29, 2013 8:17:31 AM

Jenny,
I have received the following email from Toby Richesin, resigning his position on the Board of Adjustments. Does your office handle the Council item to accept his resignation and appoint another member or do I?

Thanks
Steve

Steve
I am moving to California and must resign my position on the Board of Adjustment.
Sincerely,
Toby Richesin

Sent from my iPhone

AGENDA ITEM #29.

Board of Adjustment/Construction Board of Appeals – 5 regular members, 3 alternate members, 2 year terms
2 Vacancies.

Name	Place #	Position	Council Meeting Date	Term Start Date	Term End Date	Years of Service at end of term	Notes	Attendance 10/2012-06/2013
Matthew Blanscet	1	Regular	09/18/12	10/01/12	09/30/14	2 years		
Toby Richesin	2	Regular	09/18/12	10/01/12	09/30/14	2 years	Toby Richesin moved from Place 7-Alternate to fill vacancy in Place 2.	
Robert Ouellette	3	Regular	09/20/11	10/01/11	09/30/13	6 years		100%
		Regular	09/17/09	10/01/09	09/30/11			
		Regular	09/18/07	10/01/07	09/30/09			
Robert Holton	4	Regular	09/18/12	10/01/12	09/30/14	2 years		
Terry Born	5	Regular	09/20/11	10/01/11	09/30/13	2 years		67%
Ed Griffin Jr.	6	Alternate #1	09/18/12	10/01/12	09/30/14	2 years		
Jeff Kershaw	7	Alternate #2	10/2/2012	10/02/12	09/30/14	3 years		
Vacant	8	Alternate #3		10/01/12	09/30/14	2 years		

Board of Adjustment 2013 Applicants: (Note: Board Choice Rankings: 1 = first choice, 2=second choice, etc.)
Highlight Yellow = incumbent

	Last Name	First Name	Board Choice Ranking	Status	Currently Serving	NOTES
1						
2						

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: **Jenny Page, City Secretary**

Date: **February 5, 2013**

Agenda Caption: Consider and act on appointing two individuals to serve as the Place 2 and Place 8 (Alternate) Representatives on the Board of Adjustments.

Action Requested: Consider and act on appointing two individuals to serve as the Place 2 (Voting Member) and Place 8 (Alternate) representatives on the Board of Adjustments.

Background Information: Mr. Toby Richesin was appointed in September 2012 to Place 2, for a two year term. He had previously served as the Place 7 (Alternate) representative. Mr. Richesin has submitted his resignation and will need to be replaced.

Additionally, due to lack of applicants last September, the Place 8 (Alternate) representative was not appointed at the time of other appointments and remains vacant.

Both Place 2 and Place 8 positions are for a two year term and will expire on September 30, 2014.

The board plans a new member orientation meeting for other members on February 6, 2013 and would like to fill the positions at the February 5th Council meeting or as soon as possible afterwards.

Possible candidates are current Alternates Ed Griffin and Jeff Kershaw (former board member). If an Alternate is chosen to fill Place 2, their vacated position will need to be filled at the next Council Meeting. Other possibilities are former board members Jim Wilson and Ijay Nkele. At the time of this posting, all candidates

except Jim Wilson have confirmed an interest in serving and their contact information has been sent to you by separate email if you wish to contact them.

Alternatives: Council could choose not to make an appointment at this time and search for more applicants.

Supporting Documents: Board of Adjustments Structure and appointment/term dates.

Staff Recommendation: None.

AGENDA ITEM #30.

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: **February 5, 2013**

Agenda Caption: Consider and act on appointing an individual to serve as the Alternate Frisco Representative on the Denton County Transportation Authority (DCTA) Board.

Action Requested: Consider and act on appointing an individual to serve as the Alternate Frisco Representative on the Denton County Transportation Board.

Background Information: Mr. Carter Wilson was appointed on January 18th 2013 to serve as the Frisco Representative for this board. Appointments are for a two year term (November 2012-November 2014). Article III Section (e) of the DCTA Bylaws allows for the appointment of an alternate member to serve in the absence of the regular member. Mr. Lillard has previously applied for the position and has agreed to serve as an alternate if appointed. Mr. Lillard's application will be provided to you under separate email.

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].

AGENDA ITEM #31.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
Jenny Page, City Secretary

From: **Wendy Withers, Assistant City Secretary**

Date: **2/1/13**

Agenda Caption: Consider and act on accepting the resignation of Thomas Tucker from the Downtown Advisory Board

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Action Requested: Consider and act on accepting the resignation of Thomas Tucker from the Downtown Advisory Board.

Background Information: Mr. Tucker has accepted an employment position that will not allow him to attend the board meetings.

Board Review/Citizen Input: None

Alternatives: Council could choose to take no action on this item.

Supporting Documents: A copy of Mr. Tucker's resignation is attached.

Staff Recommendation: Accept Mr. Tucker's resignation.

Wendy Withers

Subject: FW: Resignation DAB Board

From: Thomas Tucker
Date: February 1, 2013, 8:15:40 AM CST
To: " **Cc:** Kathleen Stewart <KStewart@friscotexas.gov>
Subject: Resignation DAB Board

Diane,

I have accepted a business opportunity which will necessitate extensive travel over the next few months, Unfortunately my new travel schedule will not afford me the opportunity to attend board meetings going forward so I hereby resign as a member of the downtown advisory board.
I enjoyed the opportunity to have been able serve on the board and wish you and the other members all the best.

Regards, Tom

Sent from my iPad

Tom Tucker
Mobile - [redacted]

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.2890 / Virus Database: 2639/6063 - Release Date: 01/28/13

AGENDA ITEM #32.

FRISCO
PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
Jenny Page, City Secretary

From: **Wendy Withers, Assistant City Secretary**

Date: **2/1/2013**

Agenda Caption: Consider and act on appointing an individual to fill the vacancy on the Downtown Advisory Board, Place 3 – Business Property Owner.

Action Requested: Consider and act on appointing an individual to fill the vacancy left by Thomas Tucker on the Down Town Advisory Board.

Background Information: Mr. Tucker resigned from the Downtown Advisory Board to pursue an employment opportunity which will not allow him to participate in the board meetings. Rick Fletcher has agreed to serve for the remainder of the term which will expire September 30, 2013. Mr. Fletcher previously served on the Downtown Advisory Board as an At-Large Member from October 2008 through September 2012. In addition, there is another previous board member who may be interested in reapplying. There is a DAB meeting scheduled for next Wednesday.

Alternatives: Council could choose to take no action at this time.

Supporting Documents: Mr. Fletcher's information will be sent by separate cover.

Staff Recommendation: Council may want to table the item for now and see if there is additional interest from others.

AGENDA ITEM #33.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

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

From: **Jenny Page, City Secretary**

Date: **02/25/2013**

Agenda Caption: Discuss and give staff direction regarding the upcoming May 11, 2013 Frisco Elections.

Hablar y dar dirección a personal con respecto a las próximas elecciones de Frisco el 11 de mayo de 2013. (CSO/JP).

Action Requested: Discuss and give staff direction on polling locations, future additional locations, and other concerns from Council related to the May 11, 2013 General and Special Bond Elections.

Background Information:

Contract
Frisco has contracted with the Denton County Elections Administrator for the past two elections and aside from a few minor problems it has been a successful partnership. This contract has allowed Frisco to share a true joint election and ballot with Frisco ISD, Lewisville ISD, and Prosper ISD. The partnership has also been financially beneficial. This past November when Frisco held a Local Option Election in conjunction with the Presidential Election and we were required to contract with both Denton and Collin Counties separately, Denton County charged approximately $10,000 compared to Collin County's approximately $45,000. To be fair, Collin County used Vote Centers as part of a special program allowed by the state with many more locations, but Frisco did not have a choice to opt out and were required to join in. Staff would like to continue to contract with Denton County and feels that there is a good working partnership between the County, FISD, LISD, and PISD.

Contracting with Denton County will allow Frisco voters (including Frisco /Collin County residents) to vote anywhere in Frisco or Denton County during Early

Voting. Frisco voters will be required to vote in the precinct in which they reside on Election Day.

Collin County Elections Administrator has reserved the Frisco Senior Center for Early Voting. Frisco residents will not be able to vote in this location since it will be administered by Collin County. This could be confusing to the voter and staff will make sure information and signage is made available.

Polling Locations

In the past few years, Frisco has utilized two private communities in Denton County as polling locations, Frisco Lakes and Heritage Lakes. Both have been beneficial as far as voter turnout and convenience to the communities but problematic for the communities' management with event scheduling and site access availability for the candidates before and after business hours.

Since Fire Station 7 has opened in close proximity to Frisco Lakes, the station was designed for use as a polling location and was used for the November 2012 election. The site worked well even though lines and parking were overwhelming. The Denton County Elections Administrator reported that considering this was a Presidential election, the lines and parking were not any more problematic than other sites and felt it worked well and is in agreement that it should be used in the May election which will not have the turnout like November.

Tom Hicks Elementary was utilized last May for Election Day instead of Heritage Lakes and worked extremely well. This allowed Lewisville ISD to share a location with the City of Frisco as required by law and also bring LISD voters into the facilities that they had voted for. It also fostered a good working relationship between LISD staff and City staff which has suffered in the past. Staff recommends using Hicks again this year for Election Day and using Fire Station 4 which is an extremely accessible and proven polling location, for Early Voting. This will result in discontinuing Heritage Lakes as a location in its entirety.

Pioneer Heritage Middle School continues to be a proven Election Day location and staff recommends continuing to use this site.

For Collin County, staff recommends the proven sites used in the past. Election Day would be Staley Middle School and Wester Middle School and for Early Voting, Collin College Preston Ridge.

To provide two Election Day and two Early Voting locations in each county staff proposes adding an additional Early Voting location at Fire Station 5 at 14300 Eldorado Parkway. Frisco ISD is in agreement as is Denton County. This addition has been discussed in past years and after recent discussions with FISD, this will be beneficial to both of us at this time. In the future, adding

Election Day voting to this site or Heritage High school next door will eliminate congestion that will increase at Wester as this side of Frisco grows.

To summarize Polling Locations staff recommends the following:

Early Voting	**Election Day**
Fire Station 4	**Pioneer Heritage MS**
Fire Station 5	**Tom Hicks Elementary**
Fire Station 7	**Staley MS**
Collin College Preston Ridge	**Wester MS**

Staff also recommends using these locations for a runoff election if needed.

Future Locations
As Frisco continues to grow, the southeast section will be adding Fire Station 8 in the near future. It is in the design stages now and decisions are being made for the building. Staff requests that Council consider this as a possible future voting location and give it the same consideration as Fire Station 7. This would require additional parking and a training room. The current plan includes a conference room that will suffice for the Fire Station needs but not accommodate a polling location. This decision can be followed up in another discussion in the near future with more details about cost, but should be brought to your attention as a possibility.

Additionally, we will be including a bond proposition on the May ballot as previously discussed. This information will be considered for your action at the second meeting in February.

Alternatives:
Contract – join with Collin County or buy equipment and conduct our own elections.
Locations - Choose other locations.
Fire Station 8 – do not consider as a future polling location.

Financial Considerations: The cost of this election should not dramatically increase from last year because staff is recommending the same number of polling sites, just different locations. The election is a joint election between all entities contracting with Denton County. The final cost cannot be determined until after the last day to file for office and call the election on March 1, 2013. All entities involved can then determine if they will be cancelling or holding and election.

Supporting Documents: Proposed polling location map.

Staff Recommendation: Staff recommends contracting with Denton County for the General and Special Bond Election on May 11, 2013 and using the polling locations suggested above. We will be available at the meeting to address your concerns.

2013 Early Voting and Election Day Voter Precincts and Polling Locations

