



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, June 25, 2024  
**6:15 PM**

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: [www.prospertx.gov/livemeetings](http://www.prospertx.gov/livemeetings)

**Addressing the Town Council:**

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

**If you are attending in person**, please submit this form to the Town Secretary or the person recording the minutes for the Board/Commission prior to the meeting. When called upon, please come to the podium, and state your name and address for the record.

**If you are watching online**, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Town Council during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

**Call to Order/ Roll Call.**

**Invocation, Pledge of Allegiance and Pledge to the Texas Flag.**

**Announcements of recent and upcoming events.**

**Presentations.**

1. Recognize the finalists and the winner of the Downtown Logo Competition. (RB)

**CONSENT AGENDA:**

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

2. Consider and act upon the minutes from the June 11, 2024, Town Council Regular meeting. (MLS)

- [3.](#) Consider and act upon the minutes from the June 13, 2024, Town Council and Prosper Economic Development Corporation Joint Work Session meeting. (MLS)
- [4.](#) Consider acceptance of the May 2024 monthly financial report. (CL)
- [5.](#) Consider approval of revisions to the Town of Prosper Financial Policies Chapter 12- Vehicle Equipment and Replacement Fund, Chapter 13, Fund Balance Policy, Chapter 15-Debt Management Policy, Chapter 17- Financial Management Policies and the creation of a Summary of Financial Policies. (CL)
- [6.](#) Consider and act upon authorizing the Town Manager to approve the purchase of ClearGov Budget Suite and Digital Budget Book Software in the amount of \$42,500. (CL)
- [7.](#) Consider and act upon authorizing the Town Manager to approve the purchase of meter transmission units (MTUs), data collector units (DCUs) and related meter parts for use with water meters from Aclara Technologies, LLC, in the amount of \$150,000. (CJ)
- [8.](#) Consider and act upon authorizing the Town Manager to approve the purchase of nine (9) Motorola In-Car Video Systems (MVRs) from Motorola Solutions, Inc. for Police Department Patrol Vehicles for \$78,044. (DK)
- [9.](#) Consider and act upon a resolution authorizing the Town Manager, and/or his/her designee, to apply for three 2024 Collin County Project Funding Assistance Program Grants for the Pecan Grove Trail, Raymond Community Park Trail, and Whitley Place Pavilion projects, and approve the authorization to accept the three 2024 Collin County Project Funding Assistance Program Grants, if awarded. (DB)
- [10.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc. and the Town of Prosper, Texas, for design services and preparation of construction documents for the Downtown Park Project (Project #2319-PK) for \$105,700. (DB)
- [11.](#) Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Coleman Street (First Street – Gorgeous Road) project for \$660,000. (PA)
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$599,500. (PA)

### **CITIZEN COMMENTS**

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a “Public Comment Request Form” and present it to the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

### **REGULAR AGENDA:**

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. [If

you wish to address the Council, please fill out a “Public Comment Request Form” and present it to the Town Secretary, preferably before the meeting begins.]

**Items for Individual Consideration:**

- 13. Consider and act upon authorizing the Town Manager to execute documents for the emergency repair of Coit Road north of First Street for \$74,163.52. (HW)
- 14. Consider and act upon an ordinance establishing a Homestead Tax Exemption. (CL)
- 15. Discuss and consider Town Council Subcommittee reports. (DFB)

**Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.**

**EXECUTIVE SESSION:**

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

*Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.*

*Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*

*Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.*

*Section 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, and all matters incident and related thereto.*

*Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.*

**Reconvene in Regular Session and take any action necessary as a result of the Closed Session.**

**Adjourn.**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, June 21, 2024, and remained so posted at least 72 hours before said meeting was convened.

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

\_\_\_\_\_  
Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

**NOTICE**

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:** The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1073 at least 48 hours prior to the meeting time.



**MINUTES**  
**Prosper Town Council Meeting**  
 Prosper Town Hall, Council Chambers  
 250 W. First Street, Prosper, Texas  
 Tuesday, June 11, 2024

**Call to Order/ Roll Call.**

The meeting was called to order at 6:15 p.m.

**Council Members Present:**

- Mayor David F. Bristol
- Mayor Pro-Tem Marcus E. Ray
- Deputy Mayor Pro-Tem Amy Bartley
- Councilmember Craig Andres
- Councilmember Chris Kern
- Councilmember Cameron Reeves

**Council Members Absent:**

- Councilmember Jeff Hodges

**Staff Members Present:**

- Mario Canizares, Town Manager
- Terry Welch, Town Attorney
- Michelle Lewis Sirianni, Town Secretary
- Chuck Ewings, Assistant Town Manager
- Robyn Battle, Executive Director
- Chris Landrum, Finance Director
- Whitney Rehm, Budget Officer & Grants Administrator
- Hulon Webb, Director of Engineering Services
- David Hoover, Development Services Director
- Suzanne Porter, Planning Manager
- Dan Baker, Parks and Recreation Director
- Todd Rice, Communications and Media Relations Manager
- Wilson Haynes, Senior Communications Specialist
- Mel Knaszak, Communications Specialist
- Scott Brewer, Interim Human Resources Director
- Doug Kowalski, Police Chief

**Invocation, Pledge of Allegiance and Pledge to the Texas Flag.**

Bo Thompson with Rhea Mills Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

**Announcements of recent and upcoming events.**

Councilmember Reeves made the following announcements:

The annual Pride in the Sky Independence Day Celebration held by Cedarbrook Media will take place on Monday, July 1 at Frontier Park. Festivities begin at 5:00 p.m. and will include live music, Kid Zones, food, games, and fireworks set to music. Come out for a night of celebration and fun.

Registration is open for the Citizens Fire Academy. Classes will run for 10 weeks, every Thursday

evening from 6:30 to 9:00 p.m. starting Thursday, August 1. Residents may register by visiting [prospertx.gov/citizensfireacademy](http://prospertx.gov/citizensfireacademy). The deadline to register is July 11 with limited space available.

A reminder that Town Hall Offices will be closed on Thursday, July 4 for the Independence Day Holiday. There will be no delay in trash services; Services will run as normally scheduled.

**Presentations.**

- 1. Recognize the Town's Communication's staff with awards received from the Texas Association of Municipal Information Officers (TAMIO). (TR)**

Mr. Rice introduced the Communications staff and provided an overview of the association. The Town was recognized with two awards for Best Use of a Promo Item for the Prosper Passport created for the Resident Mixer and Best Publication for the newly created Annual Report.

**CONSENT AGENDA:**

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda at the request of Council Members or staff.

- 2. Consider and act upon the minutes from the May 28, 2024, Town Council Regular meeting. (MLS)**
- 3. Consider and act upon Ordinance 2024-41 renaming Cook Lane between First Street and Prosper Trail to Mike Howard Lane. (HW)**
- 4. Consider and act upon Ordinance 2024-42 amending Article 4.03, "Solicitors and Itinerant Merchants; Handbill Distribution," of Chapter 4, "Business Regulations," of the Town's Code of Ordinances by updating terms and conditions related to door-to-door commercial solicitation in the Town. (TW/DK)**
- 5. Consider and act upon Resolution 2024-45 authorizing the Town Manager, and/or his/her designee, to apply for the FY 2025 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grants Grant. (DK)**
- 6. Consider and act upon authorizing the Town Manager to execute a renewal agreement with CivicPlus for website hosting services for an initial term of one year in the amount of \$16,990, with annual renewals for three additional years in an amount not to exceed an increase of 5% per year. (RB)**
- 7. Consider and act upon authorizing the Town Manager to execute an Agreement for Professional Services between the Town of Prosper and Olsson Studio related to design of monumentation in Downtown Prosper for an amount not to exceed \$66,500. (RB)**
- 8. Consider and act upon approval of a supplemental BuyBoard Contract Purchase Order with GameTime c/o Cunningham Recreation to cover cost increases in the amount of \$43,511 for an amount not to exceed \$173,625 related to playground installation at Lakewood Park. (DB)**
- 9. Consider and act upon authorizing the Town Manager to execute a License, Maintenance & Hold Harmless Agreement between Pettis Real Estate, LLC, and the Town of Prosper relative to Bryant's First Addition, Block 1, Lots 12-14. (DH)**

- 10. Consider and act upon Ordinance 2024-43 to rezone 47.0± acres from Planned Development-75 to a Planned Development for Multifamily and Mixed-Use, located at the northwest corner of Dallas Parkway and Prosper Trail. (ZONE-24-0001) (DH)
- 11. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Tollway Avenues 35, L.P., and the Town of Prosper relative to Prosper Arts District. (DH)
- 12. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town’s Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Deputy Mayor Pro-Tem Bartley requested to pull items 7 and 8.

Councilmember Kern requested to pull items 10 and 11.

Mayor Pro-Tem Ray made a motion to approve items 2 through 6, 9 and 12. Deputy Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

Ms. Battle presented an overview of item 7 which included the number of proposals received and the process of selection, the scope of services within the agreement, what each phase entailed, a timeline of completion, and the next steps. The Downtown Advisory Committee recommended approval. Staff recommends approval.

Deputy Mayor Pro-Tem Bartley asked for clarification within the scope of the agreement regarding the renderings/models and if the final meeting could be done in person versus virtually.

Deputy Mayor Pro-Tem Bartley made a motion to approve item 7 as presented. Councilmember Andres seconded the motion. Motion carried with a 6-0 vote.

Mr. Baker provided an overview of item 8 explaining the cost increases for the park.

Deputy Mayor Pro-Tem Bartley expressed her concern that the cost increases were occurring due to the delay in the construction of the park. Councilmember Kern asked about the total funding for the project including contingencies.

Deputy Mayor Pro-Tem Bartley made a motion to approve item 8 as presented. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

Deputy Mayor Pro-Tem Bartley made a motion to approve items 10 and 11 as presented. Mayor Pro-Tem Ray seconded the motion. Motion carried with a 5-1 vote. Councilmember Kern voted in opposition.

**CITIZEN COMMENTS**

No comments were made.

**Items for Individual Consideration:**

- 13. Conduct a public hearing to consider and act upon Ordinance 2024-44 amending Chapter 3, Sections 1 and 2, of the Town of Prosper Zoning Ordinance to add Commercial Drone Delivery Hub use, standards, and definitions. (ZONE-24-0010) (DH)

Mr. Hoover stated the proposed ordinance will add Commercial Drone Delivery Hubs to the Zoning Ordinance, which will be allowed with a Special Use Permit (SUP) in the Commercial Corridor and Industrial districts when certain requirements are met. The ordinance limits the location of the HUB's while placing additional requirements. Mr. Hoover noted that if there is any conflict between the ordinance and any state or federal law regulation, the state or federal law regulation shall apply. The Planning and Zoning Commission recommended approval. Staff recommends approval.

Councilmember Andres asked if there were concerns about use in high-traffic areas.

The Town Attorney added that there is a provision for safety and site-specific standards.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Reeves made a motion to approve Ordinance 2024-44 amending Chapter 3, Sections 1 and 2, of the Town of Prosper Zoning Ordinance to add Commercial Drone Delivery Hub use, standards, and definitions. Mayor Pro-Tem Ray seconded the motion. Motion carried with a 6-0 vote.

**14. Discuss and consider Town Council Subcommittee reports. (DFB)**

Legislative Subcommittee: Ms. Battle noted the subcommittee discussed the House interim charges that were recently issued, updating the Town's 2025 Legislative agenda, an overview of a regional meeting attended in Denton, and that Mayor Bristol would be serving at the TML Policy Summit in August. The subcommittee is set to meet again in August.

Downtown Subcommittee: Councilmember Kern noted they discussed the monumentation design and the winner for the Downtown logo design, which will be presented at an upcoming meeting.

CEC Subcommittee: Mayor Pro-Tem Ray noted they discussed upcoming events including Celebrate Prosper and the Resident Mixer.

**Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.**

Mayor Bristol requested an update on the maintenance of Parvin Road with the City of Celina.

Deputy Mayor Pro-Tem Bartley requested an update on the status of completing the landscaping within the medians.

Mayor Pro-Tem Ray requested staff to assess the high grass and trash along US 380 including the areas near the on/off ramps, next to the golf course along Prosper Trail, and lots under development.

Councilmember Andres requested that a strategy be proposed for the maintenance of Coit Road north of Prosper Trail to Frontier Parkway.

Mayor Bristol requested a certificate of appreciation to be presented to Mario Sinacola for their efforts in the repair of Coit Road from the severe storms.



**EXECUTIVE SESSION:**

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

*Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.*

*Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.*

*Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.*

The Town Council recessed into Executive Session at 7:05 p.m.

**Reconvene in Regular Session and take any action necessary as a result of the Closed Session.**

The Town Council reconvened into Regular Session at 8:10 p.m.

Mayor Pro-Tem Ray made a motion to approve authorizing the Town Manager to enter into a Neighborhood Empowerment Zone Agreement with Broadway Retail Partners for reimbursement of Town property taxes for properties at 350 and 370 W. Broadway Street. Councilmember Reeves seconded the motion. Motion carried with a 5-0 vote. Councilmember Andres was not present during the vote.

**Adjourn.**

The meeting was adjourned at 8:11 p.m.

These minutes were approved on the 25<sup>th</sup> day of June 2024.

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**



## MINUTES

Item 3.

**Prosper Town Council & Prosper Economic  
Development Corporation Joint Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Thursday, June 13, 2024

### **Call to Order/ Roll Call.**

The meeting was called to order at 5:00 p.m.

#### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Marcus E. Ray  
Deputy Mayor Pro-Tem Amy Bartley  
Councilmember Craig Andres  
Councilmember Chris Kern  
Councilmember Cameron Reeves

#### **Council Members Absent:**

Councilmember Jeff Hodges

#### **Economic Development Corporation Members Present:**

President Jordan Simms  
Vice President David Blom  
Secretary Don Perry  
Treasurer Ray Smith  
Council Liaison David F. Bristol  
Board Member Chad Gilliland

#### **Staff Members Present:**

Mario Canizares, Town Manager  
Mary Ann Moon, EDC Director  
Michelle Lewis Sirianni, Town Secretary

### **EXECUTIVE SESSION:**

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

*Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.*

*Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.*

The Town Council and EDC recessed into Executive Session at 5:03 p.m.

### **Reconvene into the Work Session and take any action as a result of the Closed Session.**

The Town Council and EDC reconvened into the Work Session at 5:56 p.m.

No action was taken.

### **Adjourn.**

The meeting was adjourned at 5:57 p.m.

These minutes were approved on the 25<sup>th</sup> day of June 2024.

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

DRAFT



## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

**Through: Mario Canizares, Town Manager  
Bob Scott, Deputy Town Manager**

**Re: Consider acceptance of the May 2024 Monthly Financial Report (CL)**

**Town Council Meeting – June 25, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider acceptance of the May 2024 monthly financial report. (CL)

**Description of Agenda Item:**

The Town Charter requires the submission of monthly financial reports to the Town Council. In summary, both revenues and expenditures are within the expected ranges and no unexpected events have occurred that require significant changes in original projections.

The attached monthly financial report for May 2024 was prepared in the old format. This format is not particularly “user friendly” and staff is looking to reformat the monthly financial reports after the ERP software conversion.

**Budget Impact:**

There is no budget impact.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

**Attached Documents:**

1. Monthly Financial Report – May 31, 2024
2. Second Quarter Financial Summary

**Town Staff Recommendation:**

Town staff recommends Town Council vote to accept submission of the monthly financial report for the period May 2024 in compliance with the requirements of the Town Charter.

**Proposed Motion:**

I move to accept the May 2024 Monthly Financial Report in compliance with charter requirements.



# MONTHLY FINANCIAL REPORT

## as of May 31, 2024

### Cash/Budgetary Basis

Prepared by  
Finance Department

June 25, 2024

TOWN OF PROSPER, TEXAS

# MONTHLY FINANCIAL REPORT

## May 2024

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**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**May 31, 2024**  
**Expected Year to Date Percent 66.67%**

**GENERAL FUND**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
<b>REVENUES</b>										
Property Taxes	\$ 21,146,121	\$ -	\$ 21,146,121	\$ 20,264,890	\$ -	\$ 881,231	96%	1,3,5	\$ 23,674,605	-14%
Sales Taxes	11,091,492	-	11,091,492	7,564,140	-	3,527,352	68%	2	6,578,693	15%
Franchise Fees	3,221,816	-	3,221,816	1,968,044	-	1,253,773	61%		1,702,310	16%
Building Permits	3,700,000	-	3,700,000	3,002,844	-	697,156	81%		2,415,771	24%
Other Licenses, Fees & Permits	2,180,050	-	2,180,050	1,271,751	-	908,299	58%		1,230,564	3%
Charges for Services	1,296,023	-	1,296,023	939,024	-	356,999	72%		831,862	13%
Fines & Warrants	300,500	-	300,500	283,665	-	16,835	94%		263,038	8%
Intergovernmental Revenue (Grants)	37,840	-	37,840	42,331	-	(4,491)	112%		140,535	-70%
Interest Income	750,000	-	750,000	695,930	-	54,070	93%		714,987	-3%
Miscellaneous	63,751	-	63,751	158,458	-	(94,707)	249%		103,937	52%
Park Fees	814,100	-	814,100	442,975	-	371,125	54%		439,016	1%
Transfers In	1,297,102	6,084	1,303,186	864,735	-	438,451	66%		823,557	5%
<b>Total Revenues</b>	<b>\$ 45,898,795</b>	<b>\$ 6,084</b>	<b>\$ 45,904,879</b>	<b>\$ 37,498,786</b>	<b>\$ -</b>	<b>\$ 8,406,093</b>	<b>82%</b>		<b>\$ 38,918,876</b>	<b>-4%</b>
<b>EXPENDITURES</b>										
Administration	\$ 9,991,267	\$ 129,935	\$ 10,121,202	\$ 6,813,978	\$ 572,223	\$ 2,735,001	73%		\$ 5,183,542	31%
Police	9,595,898	411,208	10,007,106	6,429,246	379,933	3,197,927	68%		4,361,814	47%
Fire/EMS	10,562,840	(14,528)	10,548,312	7,129,850	256,375	3,162,087	70%		6,160,631	16%
Public Works	4,567,242	90,681	4,657,923	2,078,198	1,262,233	1,317,491	72%		2,296,390	-10%
Community Services	7,486,803	(64,931)	7,421,873	4,357,789	758,388	2,305,695	69%		3,257,223	34%
Development Services	4,139,855	(559)	4,139,296	2,113,633	76,840	1,948,824	53%		1,870,778	13%
Engineering	2,684,047	15,613	2,699,660	1,679,091	47,420	973,149	64%		1,558,244	8%
Transfers Out	-	262,500	262,500	262,500	-	-	100%	4	3,890,243	-93%
<b>Total Expenses</b>	<b>\$ 49,027,952</b>	<b>\$ 829,920</b>	<b>\$ 49,857,872</b>	<b>\$ 30,864,286</b>	<b>\$ 3,353,412</b>	<b>\$ 15,640,174</b>	<b>69%</b>		<b>\$ 28,578,863</b>	<b>8%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (3,129,157)</b>	<b>\$ (823,836)</b>	<b>\$ (3,952,993)</b>	<b>\$ 6,634,501</b>					<b>\$ 10,340,013</b>	
Beginning Fund Balance October 1			15,011,987	15,011,987						
Ending Fund Balance			<u>\$ 11,058,994</u>	<u>\$ 21,646,488</u>						

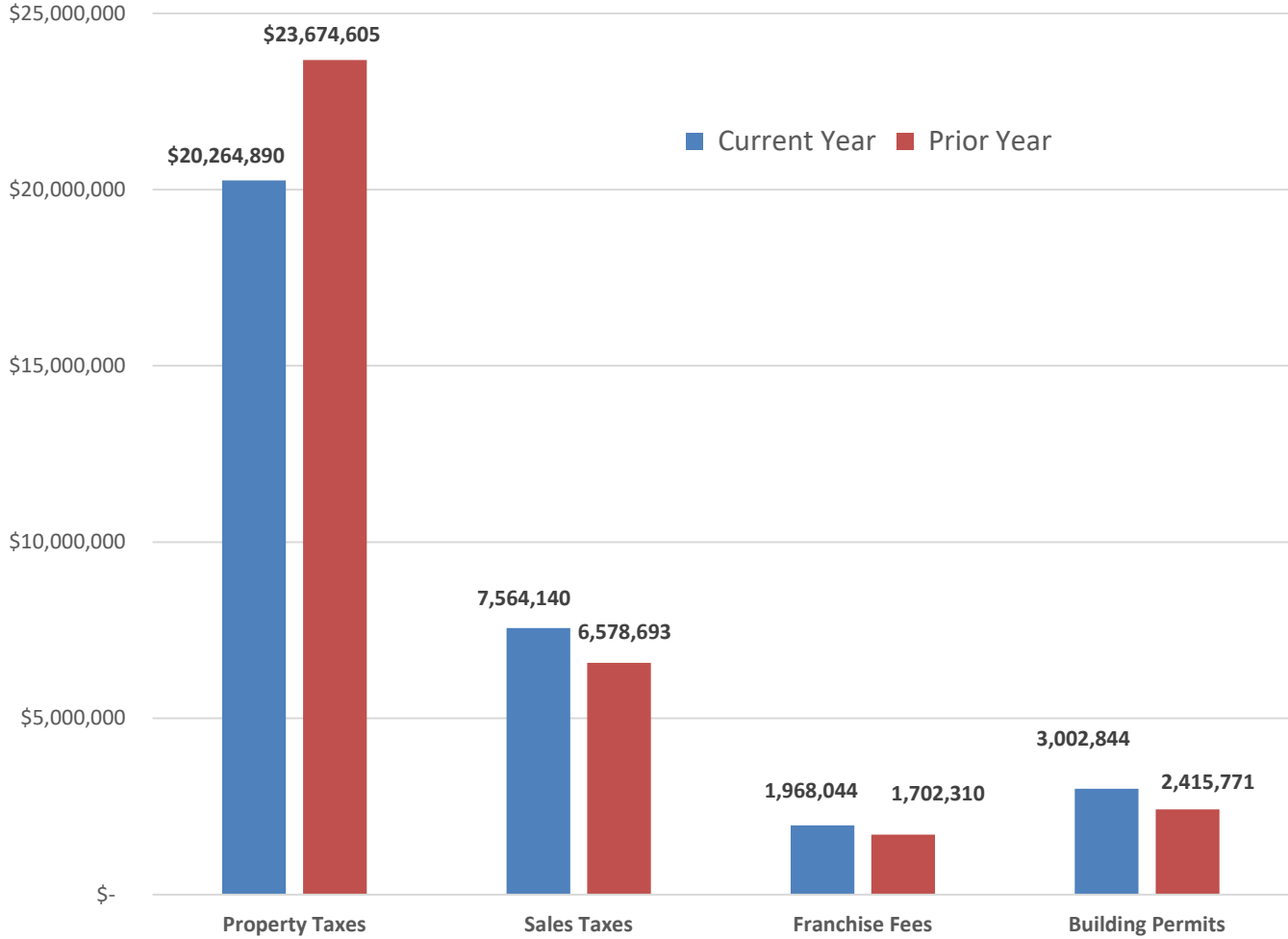
**Notes**

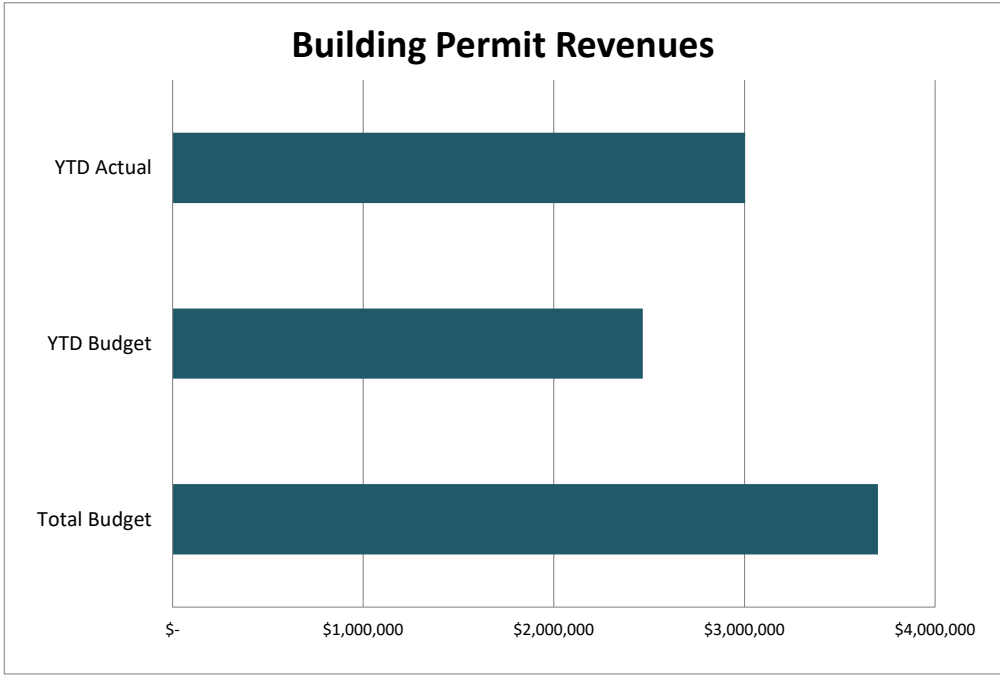
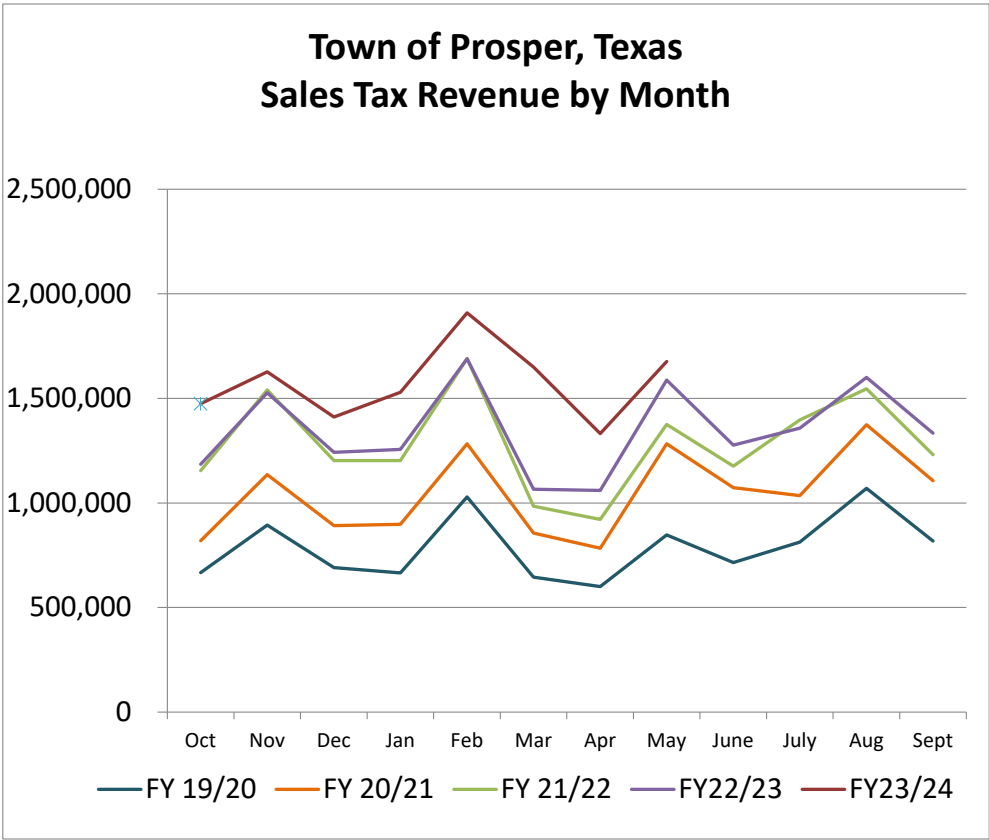
- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.
- 3 The negative change from prior year is due to the capital dedicated portion of the levy being recorded directly to the capital project fund.
- 4 Transfers Out consists of \$122,500 for Downtown Streets & Alleys and \$140,000 for Parks Master Plan, to Capital Projects Fund.
- 5 2023 TIRZ annual payments reduced April property tax collections by \$1.65M.
- 6 Fund Balance Contingency per Charter and Reserve for FY23 = \$9,586,518 (21%).



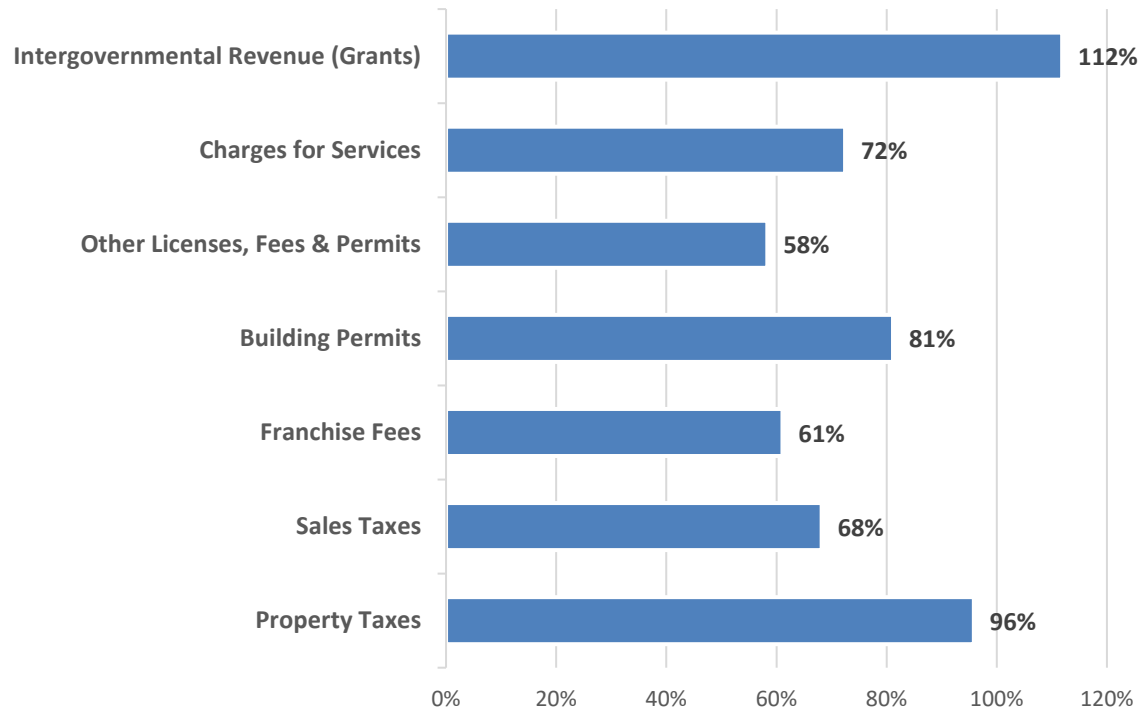
# GENERAL FUND REVENUE

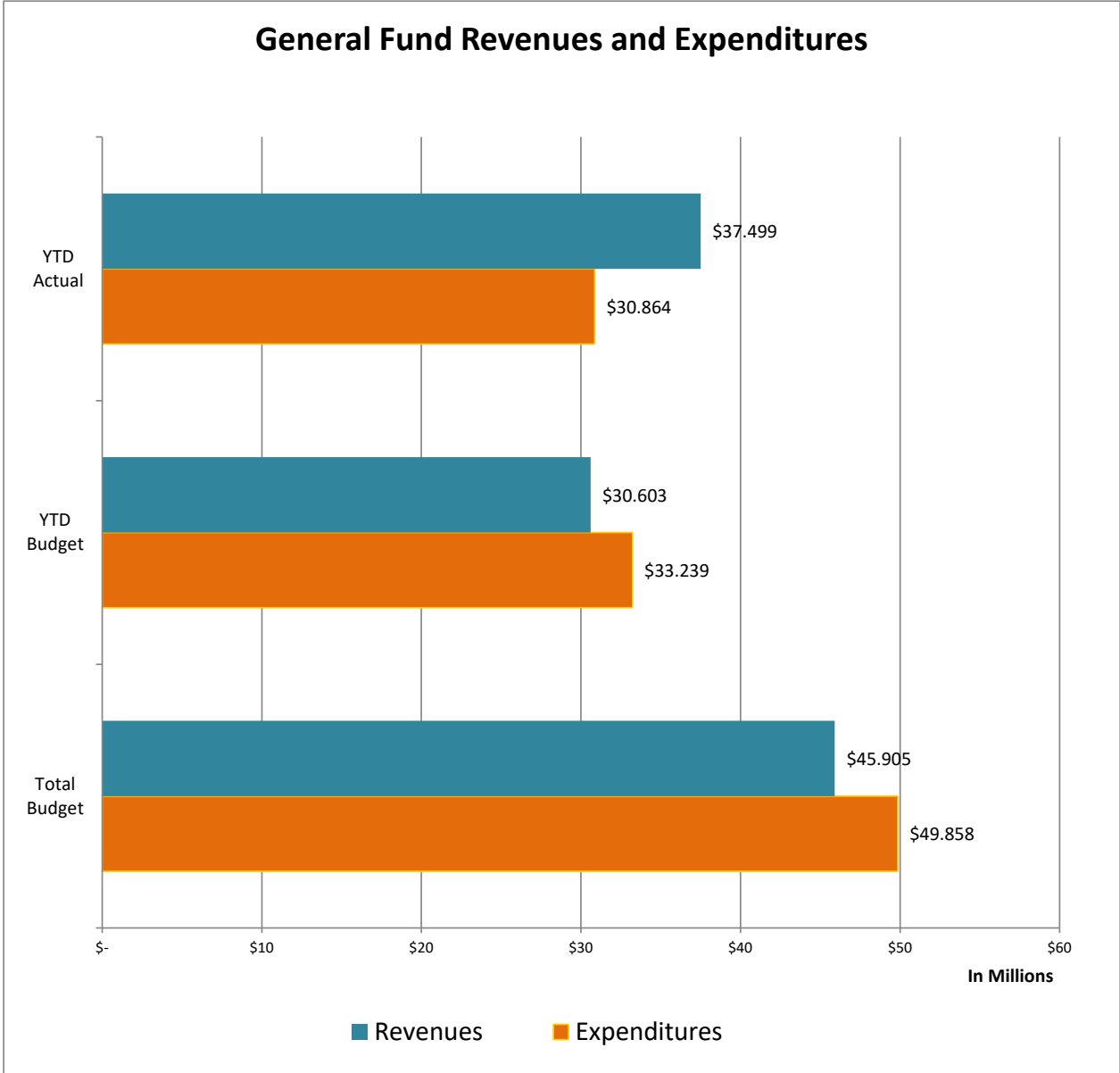
Current YTD to Prior Year YTD Actual Comparison





## GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET





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**CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 2,013,076	\$ -	\$ 1,047,730	66%		\$ 1,763,393	14%
Interest Income	1,200	-	1,200	-	-	1,200	0%		(395)	-100%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,062,006</b>	<b>\$ -</b>	<b>\$ 3,062,006</b>	<b>\$ 2,013,076</b>	<b>\$ -</b>	<b>\$ 1,048,930</b>	<b>66%</b>		<b>\$ 1,762,999</b>	<b>14%</b>
<b>EXPENDITURES</b>										
Personnel	\$ 3,167,364	\$ -	\$ 3,167,364	\$ 2,066,782	\$ -	\$ 1,100,583	65%		\$ 1,801,956	15%
Other	1,200	-	1,200	8,604	-	(7,404)	717%		(7,964)	-208%
<b>Total Expenditures</b>	<b>\$ 3,168,564</b>	<b>\$ -</b>	<b>\$ 3,168,564</b>	<b>\$ 2,075,386</b>	<b>\$ -</b>	<b>\$ 1,093,178</b>	<b>65%</b>		<b>\$ 1,793,992</b>	<b>16%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (106,558)</b>	<b>\$ -</b>	<b>\$ (106,558)</b>	<b>\$ (62,310)</b>					<b>\$ (30,993)</b>	
Beginning Fund Balance October 1			210,707	210,707					302,439	
Ending Fund Balance Current Month			<u>\$ 104,149</u>	<u>\$ 148,397</u>					<u>\$ 271,446</u>	

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**FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SEPCIAL PURPOSE DISTRICT**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 2,015,013	\$ -	\$ 1,045,793	66%		\$ 1,761,563	14%
Interest Income	600	-	600	3,237	-	(2,637)	540%		1,781	82%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,061,406</b>	<b>\$ -</b>	<b>\$ 3,061,406</b>	<b>\$ 2,018,251</b>	<b>\$ -</b>	<b>\$ 1,043,155</b>	<b>66%</b>		<b>\$ 1,763,344</b>	<b>14%</b>
<b>EXPENDITURES</b>										
Personnel	\$ 3,026,823	\$ -	\$ 3,026,823	\$ 1,922,222	\$ -	\$ 1,104,601	64%		\$ 1,709,313	12%
Other	2,400	-	2,400	8,604	-	(6,204)	359%		(7,964)	-208%
<b>Total Expenditures</b>	<b>\$ 3,029,223</b>	<b>\$ -</b>	<b>\$ 3,029,223</b>	<b>\$ 1,930,826</b>	<b>\$ -</b>	<b>\$ 1,098,397</b>	<b>64%</b>		<b>\$ 1,701,349</b>	<b>13%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 32,183</b>	<b>\$ -</b>	<b>\$ 32,183</b>	<b>\$ 87,425</b>					<b>\$ 61,995</b>	
Beginning Fund Balance October 1			495,556	495,556					203,982	
Ending Fund Balance Current Month			<u>\$ 527,739</u>	<u>\$ 582,981</u>					<u>\$ 265,977</u>	

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**TIRZ #1 - BLUE STAR**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>									
Impact Fee Revenue:									
Water Impact Fees	\$ -	\$ -	\$ -	\$ 68,770	\$ (68,770)	0%		\$ -	0%
Wastewater Impact Fees	750,000	-	750,000	428,944	321,056	57%		145,288	195%
East Thoroughfare Impact Fees	-	-	-	37,805	(37,805)	0%		-	0%
Property Taxes - Town (Current)	1,108,174	-	1,108,174	1,108,174	0	100%		810,076	37%
Property Taxes - Town (Rollback)	-	-	-	486,411	(486,411)	0%		-	0%
Property Taxes - County (Current)	236,601	-	236,601	231,790	4,811	98%		172,956	34%
Sales Taxes - Town	1,372,209	-	1,372,209	691,547	680,662	50%		619,120	12%
Sales Taxes - EDC	1,149,225	-	1,149,225	579,170	570,055	50%		518,513	12%
Interest Income	6,000	-	6,000	74,854	(68,854)	1248%		63,912	17%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 4,622,209	\$ -	\$ 4,622,209	\$ 3,707,464	\$ 914,745	80%		\$ 2,329,864	59%
<b>EXPENDITURES</b>									
Professional Services	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	0%		\$ -	0%
Developer Rebate	4,616,209	-	4,616,209	-	4,616,209	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,622,209	\$ -	\$ 4,622,209	\$ -	\$ 4,622,209	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 3,707,464				\$ 2,329,864	
Beginning Fund Balance October 1			989,032	989,032				301,260	
Ending Fund Balance Current Month			<u>\$ 989,032</u>	<u>\$ 4,696,496</u>				<u>\$ 2,631,124</u>	

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**TIRZ #2**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>									
Property Taxes - Town (Current)	\$ 39,537	\$ -	\$ 39,537	\$ 39,537	\$ (0)	100%		\$ 33,061	20%
Property Taxes - Town (Rollback)	-	-	-	44,560	(44,560)	0%		-	0%
Property Taxes - County (Current)	8,441	-	8,441	8,270	171	98%		7,059	17%
Sales Taxes - Town	-	-	-	3,482	(3,482)	0%		-	0%
Sales Taxes - EDC	-	-	-	3,482	(3,482)	0%		-	0%
Interest Income	1,200	-	1,200	1,763	(563)	147%		1,163	52%
<b>Total Revenue</b>	<b>\$ 49,178</b>	<b>\$ -</b>	<b>\$ 49,178</b>	<b>\$ 101,093</b>	<b>\$ (51,915)</b>	<b>206%</b>		<b>\$ 41,283</b>	<b>145%</b>
<b>EXPENDITURES</b>									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Rebate	49,178	-	49,178	-	49,178	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 49,178</b>	<b>\$ -</b>	<b>\$ 49,178</b>	<b>\$ -</b>	<b>\$ 49,178</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			\$ -	\$ 101,093				\$ 41,283	
Beginning Fund Balance October 1			25,501	25,501				25,189	
Ending Fund Balance Current Month			<u>\$ 25,501</u>	<u>\$ 126,594</u>				<u>\$ 66,472</u>	



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**DEBT SERVICE FUND**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ 207,598	\$ -	\$ (132,598)	277%		\$ 130,780	59%
Property Taxes-Current	15,069,531	-	15,069,531	15,011,792	-	57,739	100%	1	12,730,453	18%
Taxes-Penalties	40,000	-	40,000	44,668	-	(4,668)	112%		30,862	45%
Interest Income	20,000	-	20,000	193,452	-	(173,452)	967%		112,357	72%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenues</b>	<b>\$ 15,204,531</b>	<b>\$ -</b>	<b>\$ 15,204,531</b>	<b>\$ 15,457,511</b>	<b>\$ -</b>	<b>\$ (252,980)</b>	<b>102%</b>		<b>\$ 13,004,452</b>	<b>19%</b>
<b>EXPENDITURES</b>										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	1,500	-	18,500	8%		500	200%
2013 GO Refunding Bond	185,000	(185,000)	-	-	-	-	0%		-	0%
2014 GO Bond Payment	335,000	-	335,000	-	-	335,000	0%		-	0%
2015 GO Bond Payment	1,365,700	-	1,365,700	1,365,700	-	-	100%		1,309,200	4%
2015 CO Bond Payment	475,000	-	475,000	475,000	-	-	100%		465,000	2%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	90,000	-	90,000	90,000	-	-	100%		80,000	13%
2017 CO Debt Payment	450,000	-	450,000	450,000	-	-	100%		85,000	429%
2018 GO Debt Payment	150,000	-	150,000	150,000	-	-	100%	2	145,000	3%
2018 CO Debt Payment	500,000	-	500,000	500,000	-	-	100%		475,000	5%
2019 CO Debt Payment	340,022	-	340,022	340,022	-	-	100%		399,806	-15%
2019 GO Debt Payment	165,000	-	165,000	165,000	-	-	100%		160,000	3%
2020 CO Debt Payment	265,000	-	265,000	265,000	-	-	100%		255,000	4%
2021 CO Debt Payment	260,000	-	260,000	260,000	-	-	100%		245,000	6%
2021 GO Debt Payment	1,290,000	-	1,290,000	1,290,000	-	-	100%		1,225,000	5%
2022 GO Debt Payment	3,603,450	(2,633,450)	970,000	970,000	-	-	100%		1,890,000	-49%
2023 GO Debt Payment	-	2,055,000	2,055,000	2,055,000	-	-	100%		-	0%
2023 GO Refunding Debt Payment	-	175,000	175,000	175,000	-	-	100%		-	0%
Bond Interest Expense	5,458,264	1,383,880	6,842,144	3,414,404	-	3,427,740	50%		2,785,327	23%
<b>Total Expenditures</b>	<b>\$ 14,952,436</b>	<b>\$ 795,430</b>	<b>\$ 15,747,866</b>	<b>\$ 11,966,625</b>	<b>\$ -</b>	<b>\$ 3,781,240</b>	<b>76%</b>		<b>\$ 9,519,832</b>	<b>26%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 252,095</b>	<b>\$ (795,430)</b>	<b>\$ (543,335)</b>	<b>\$ 3,490,885</b>					<b>\$ 3,484,620</b>	
Beginning Fund Balance October 1			1,330,265	1,330,265					2,619,367	
Ending Fund Balance Current Month			<u>786,930</u>	<u>4,821,151</u>					<u>6,103,987</u>	

- Notes
- Property taxes are billed in October and the majority of collections occur December through February.
  - Annual debt service payments are made in February and August.

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**SPECIAL REVENUE FUNDS**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Police Donation Revenue	\$ 15,500	\$ -	\$ 15,500	\$ 12,257	\$ -	\$ 3,243	79%		\$ 17,756	-31%
Fire Donation Revenue	15,500	-	15,500	13,191	-	2,309	85%		10,330	28%
Child Safety Revenue	28,000	-	28,000	13,894	-	14,106	50%		13,725	1%
Court Security Revenue	8,000	-	8,000	8,446	-	(446)	106%		7,839	8%
Court Technology Revenue	7,500	-	7,500	6,973	-	527	93%		6,522	7%
Municipal Jury revenue	150	-	150	169	-	(19)	113%		155	9%
Interest Income	2,425	-	2,425	68,694	-	(66,269)	2833%		19,104	260%
Interest Income CARES/ARPA Funds	180,000	-	180,000	107,223	-	72,777	60%		158,183	-32%
Tree Mitigation	-	-	-	105,014	-	(105,014)	0%		244,038	-57%
Escrow Income	-	-	-	167,514	-	(167,514)	0%		-	0%
Cash Seizure Forfeit	-	-	-	1,667	-	(1,667)	0%		11,122	-85%
Miscellaneous	3,000	-	3,000	8,756	-	(5,756)	292%		2,416	262%
CARES Act/ARPA Funding	6,102,367	(6,102,367)	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 6,362,442</b>	<b>\$ (6,102,367)</b>	<b>\$ 260,075</b>	<b>\$ 513,798</b>	<b>\$ -</b>	<b>\$ (253,723)</b>	<b>198%</b>		<b>\$ 491,188</b>	<b>5%</b>
<b>EXPENDITURES</b>										
LEOSE Expenditure	\$ 6,500	\$ -	\$ 6,500	\$ 3,955	\$ -	\$ 2,545	61%		\$ 5,050	-22%
Court Technology Expense	13,950	-	13,950	-	-	13,950	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		50	-100%
Police Donation Expense	26,872	-	26,872	333	23,880	2,659	90%		17,842	-98%
Fire Donation Expense	10,000	-	10,000	2,927	-	7,073	29%		8,546	-66%
Child Safety Expense	3,000	-	3,000	264	-	2,736	9%		22,238	-99%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
Police Seizure Expense	12,995	-	12,995	867	-	-	7%		4,457	-81%
CARES Act/ARPA Funding	-	-	-	-	-	-	0%		-	0%
Transfer Out (ARPA Funds)	6,348,861	(6,102,367)	246,494	-	-	246,494	0%		-	0%
Transfer Out (Tree Mitigation Funds)	-	-	-	200,000	-	(200,000)	0%	1	-	0%
Transfer Out (Escrow Funds)	-	-	-	167,514	-	(167,514)	0%	2	-	0%
<b>Total Expenses</b>	<b>\$ 6,439,038</b>	<b>\$ (6,102,367)</b>	<b>\$ 336,671</b>	<b>\$ 375,860</b>	<b>\$ 23,880</b>	<b>\$ (75,197)</b>	<b>119%</b>		<b>\$ 58,183</b>	<b>546%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (76,596)</b>	<b>\$ -</b>	<b>\$ (76,596)</b>	<b>\$ 137,938</b>					<b>\$ 433,005</b>	
Beginning Fund Balance October 1			2,353,529	2,353,529					567,535	
Ending Fund Balance Current Month			<u>\$ 2,276,933</u>	<u>\$ 2,491,468</u>					<u>\$ 1,000,540</u>	

Notes

- 1 \$200,000 for Lakewood Preserve project budgeted in Capital Projects Fund.
- 2 \$167,514 for Windsong Escrow to Impact Fee Fund for Developer Reimbursement.

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**PARK DEDICATION AND IMPROVEMENT FUNDS**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Park Dedication-Fees	\$ 300,000	\$ -	\$ 300,000	\$ 737,375	\$ -	\$ (437,375)	246%		\$ -	0%
Park Improvements	220,000	-	220,000	481,146	-	(261,146)	219%		-	0%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Interest-Park Dedication	2,000	-	2,000	21,812	-	(19,812)	1091%		24,376	-11%
Interest-Park Improvements	4,050	-	4,050	30,733	-	(26,683)	759%		25,261	22%
Park Dedication - Transfers In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 526,050</b>	<b>\$ -</b>	<b>\$ 526,050</b>	<b>\$ 1,271,067</b>	<b>\$ -</b>	<b>\$ (745,017)</b>	<b>242%</b>		<b>\$ 49,637</b>	<b>2461%</b>
<b>EXPENDITURES</b>										
Pecan Grove Park	\$ -	\$ 5,200	\$ 5,200	\$ 5,200	\$ -	\$ -	100%		\$ 718,661	-99%
Capital Project	800,000	(800,000)	-	-	-	-	0%		-	0%
Land Acquisition	913,800	(913,800)	-	-	-	-	0%		-	0%
Transfers Out	-	2,863,800	2,863,800	2,113,800	-	750,000	74%	1	-	0%
<b>Total Expenses</b>	<b>\$ 1,713,800</b>	<b>\$ 1,155,200</b>	<b>\$ 2,869,000</b>	<b>\$ 2,119,000</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>74%</b>		<b>\$ 718,661</b>	<b>195%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (1,187,750)</b>	<b>\$ (1,155,200)</b>	<b>\$ (2,342,950)</b>	<b>\$ (847,933)</b>					<b>\$ (669,023)</b>	
Beginning Fund Balance October 1			2,316,978	2,316,978						
Ending Fund Balance Current Month			<u>\$ (25,972)</u>	<u>\$ 1,469,045</u>						

Notes

1 \$400,000 for Lakewood Preserve, \$913,800 for Windsong Park land dedication, \$50,000 Downtown Park/Broadway, \$750,000 Windsong Park #3

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EAST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
East Thoroughfare Impact Fees	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 774,864				
East Thoroughfare Other Revenue	-	-	-	-				
Interest-East Thoroughfare Impact Fees	100,000	-	100,000	98,903				
<b>Total Revenues</b>	<b>\$ 1,300,000</b>	<b>\$ -</b>	<b>\$ 1,300,000</b>	<b>\$ 873,767</b>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
FM 1461 (SH289-CR 165)	\$ 175,000	\$ -	\$ 175,000	\$ 77,074	\$ -	\$ 97,927	\$ -	\$ 97,927
Cambridge Park Estates	250,000	-	250,000	85,218	-	164,782	-	164,782
<b>Total Developer Reimbursements</b>	<b>\$ 425,000</b>	<b>\$ -</b>	<b>\$ 425,000</b>	<b>\$ 162,292</b>	<b>\$ -</b>	<b>\$ 262,709</b>	<b>\$ -</b>	<b>\$ 262,709</b>
<b>Capital Expenditures</b>								
Coit Road (First - Frontier)	\$ 1,289,900	\$ 50,000	\$ 364,726	\$ 414,726	\$ 30,583	\$ 330,956	\$ 53,187	\$ 925,776
Impact Fee Study	52,813	-	44,167	44,167	5,147	39,020	-	8,646
<b>Total Projects</b>	<b>\$ 1,342,713</b>	<b>\$ 50,000</b>	<b>\$ 408,893</b>	<b>\$ 458,893</b>	<b>\$ 35,730</b>	<b>\$ 369,976</b>	<b>\$ 53,187</b>	<b>\$ 934,422</b>
Transfer to Capital Project Fund	-	-	-	-	-	-	-	-
<b>Total Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 1,767,713</b>	<b>\$ 475,000</b>	<b>\$ 408,893</b>	<b>\$ 883,893</b>	<b>\$ 198,022</b>	<b>\$ 369,976</b>	<b>\$ 315,895</b>	<b>\$ 934,422</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			\$ 416,107	\$ 675,745				
Beginning Fund Balance October 1			2,551,734	2,551,734				
Ending Fund Balance Current Month			<u>\$ 2,967,841</u>	<u>\$ 3,227,479</u>				

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WEST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
West Thoroughfare Impact Fees	\$ 4,000,000	\$ -	\$ 4,000,000	\$ 2,811,232				
West Thoroughfare Other Revenue	-	-	-	-				
Interest-West Thoroughfare Impact Fees	150,000	-	150,000	220,077				
* Transfers In	-	-	-	167,514				
Total Revenues	\$ 4,150,000	\$ -	\$ 4,150,000	\$ 3,198,822				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
Parks at Legacy Developer Reimb	\$ 450,000	\$ 450,000	\$ -	\$ 450,000	\$ 225,759	\$ 224,241		\$ 224,241
Star Trail Developer Reimb	1,500,000	1,500,000	-	1,500,000	-	1,500,000		1,500,000
Tellus Windsong Developer Reimb	571,668	571,668	-	571,668	-	571,668		571,668
Legacy Garden Developer Reimb	103,492	103,492	-	103,492	-	103,492		103,492
Westside Developer Reimb	-	-	-	-	69,468	(69,468)		(69,468)
Total Developer Reimbursements	\$ 2,625,160	\$ 2,625,160	\$ -	\$ 2,625,160	\$ 295,227	\$ -	\$ 2,329,933	\$ -
<b>Capital Expenditures</b>								
Impact Fee Study	\$ 47,187	\$ 50,000	\$ (2,813)	\$ 47,187	\$ -	\$ -	\$ 47,187	\$ 47,187
Impact Fee Study	44,167	-	44,167	44,167	5,147	39,020	-	-
Fishtrap (Elem-DNT)	300,000	300,000	-	300,000	-	-	300,000	300,000
Teel - 380 Intersect	300,000	300,000	(300,000)	-	-	-	-	300,000
Total Projects	\$ 691,354	\$ 650,000	\$ (258,646)	\$ 391,354	\$ 5,147	\$ 39,020	\$ 347,187	\$ -
Transfer to Capital Project Fund	300,000	-	300,000	300,000	300,000	-	-	-
Total Transfers Out	\$ 300,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 3,616,514	\$ 3,275,160	\$ 41,354	\$ 3,316,514	\$ 600,374	\$ 39,020	\$ 2,677,120	\$ -
REVENUE OVER (UNDER) EXPENDITURES			\$ 833,486	\$ 2,598,448				
Beginning Fund Balance October 1			4,678,905	4,678,905				
Ending Fund Balance Current Month			\$ 5,512,391	\$ 7,277,353				

Notes

\* \$167,514 Windsong Escrow From Special Revenue Fund for Developer Reimbursement.

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WATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
<b>REVENUES</b>									
Impact Fees Water	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 2,287,934					
Interest Income	200,000	-	200,000	252,040					
Total Revenues	\$ 3,450,000	\$ -	\$ 3,450,000	\$ 2,539,974					
<b>EXPENDITURES</b>									
<b>Developer Reimbursements</b>									
Cambridge Park Estates	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -	
Parks at Legacy Developer Reimb	319,981	319,981	-	319,981	-	319,981		319,981	
Star Trail Developer Reimb	412,192	412,192	-	412,192	-	412,192		412,192	
Victory at Frontier Developer Reimb	128,471	128,471	-	128,471	-	128,471		128,471	
Westside Developer Reimb	300,000	300,000	-	300,000	-	300,000		300,000	
TVG Windsong Developer Reimb	1,020,000	1,020,000	-	1,020,000	-	1,020,000		1,020,000	
Total Developer Reimbursements	\$ 2,180,644	\$ 2,180,644	\$ -	\$ 2,180,644	\$ -	\$ 2,180,644	\$ -	\$ 2,180,644	
<b>Capital Expenditures</b>									
12" Water Line - DNT	\$ 200,000	\$ 24,250	\$ 58,393	\$ 82,643	\$ 11,965	\$ 23,224	\$ 47,454	\$ 133,107	\$ 90,098
Lower Pressure Plane	-	3,100,000	(3,100,000)	-	-	-	-	-	-
Lower Pressure Plane Easements	1,500,000	-	-	-	-	-	95	1,499,905	
Impact Fee Study	100,000	100,000	58,239	158,239	32,287	31,578	94,373	41,761	52,612
Total Projects	\$ 1,800,000	\$ 3,224,250	\$ (2,983,367)	\$ 240,883	\$ 44,252	\$ 54,803	\$ 141,828	\$ 174,962	\$ 1,642,615
Transfer to CIP Fund	3,100,000	-	3,100,000	3,100,000	-	-	-	-	
Total Transfers Out	\$ 3,100,000	\$ -	\$ 3,100,000	\$ 3,100,000	\$ -	\$ -	\$ -	\$ -	
Total Expenditures	\$ 7,080,644	\$ 5,404,894	\$ 116,633	\$ 5,521,527	\$ 3,144,252	\$ 54,803	\$ 2,322,472	\$ 174,962	\$ 3,823,259
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,071,527)	\$ (604,278)					
Beginning Fund Balance October 1			7,133,053	7,133,053					
Ending Fund Balance Current Month			\$ 5,061,527	\$ 6,528,775					

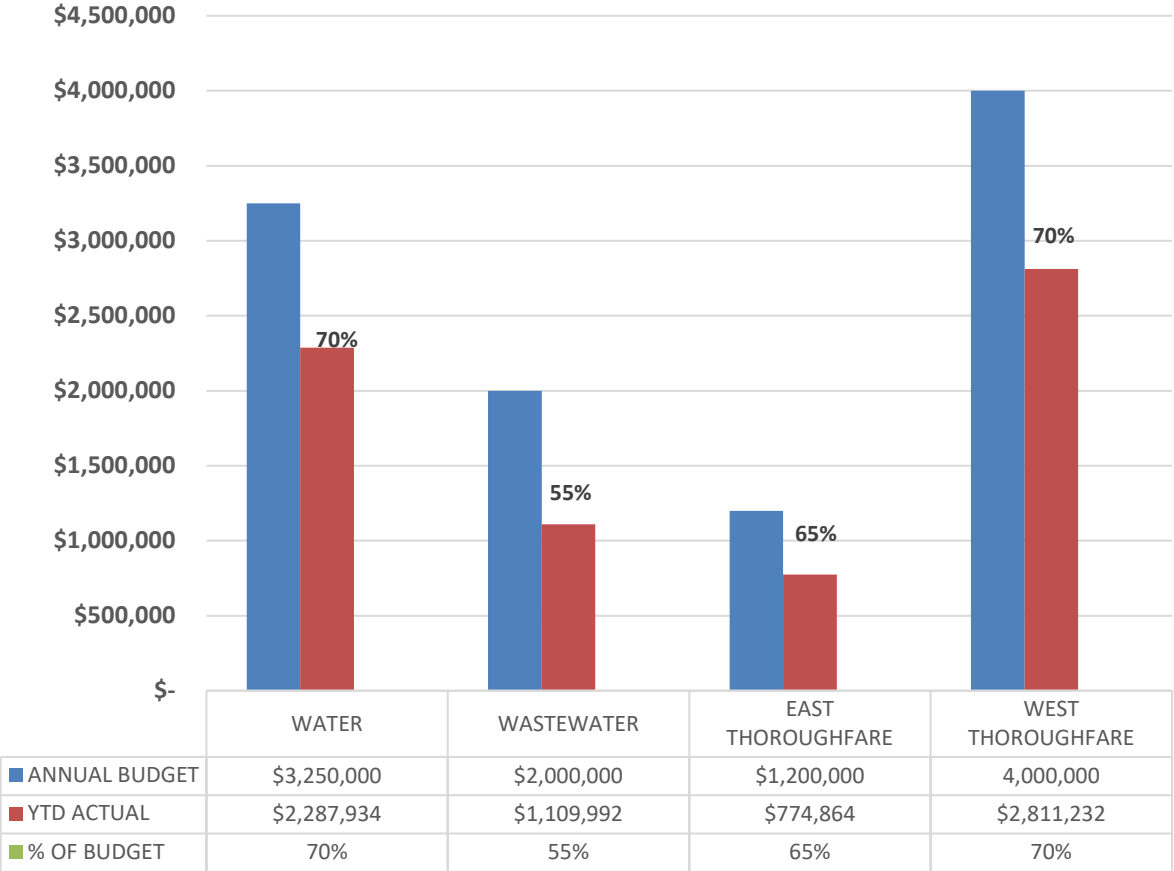
TOWN OF PROSPER, TEXAS  
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WASTEWATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
<b>REVENUES</b>									
Impact Fees Wastewater	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 1,109,992					
Interest Income	100,000	-	100,000	117,101					
Upper Trinity Equity Fee	300,000	-	300,000	189,000					
<b>Total Revenues</b>	<b>\$ 2,400,000</b>	<b>\$ -</b>	<b>\$ 2,400,000</b>	<b>\$ 1,416,093</b>					
<b>EXPENDITURES</b>									
<b>Developer Reimbursements</b>									
TVG Westside Utility Developer Reimb	\$ 222,502	\$ -	\$ 222,502	\$ -		\$ 222,502		\$ 222,502	
Prosper Partners Utility Developer Reimb	100,000	-	100,000	-		100,000		100,000	
Frontier Estates Developer Reimb	-	-	-	21,774		(21,774)		(21,774)	
LaCima Developer Reimb	150,000	-	150,000	9,030		140,970		140,970	
Brookhollow Developer Reimb	152,146	-	152,146	163,676		(11,530)		(11,530)	
TVG Windsong Developer Reimb	650,000	-	650,000	-		650,000		650,000	
All Storage Developer Reimb	168,732	-	168,732	-		168,732		168,732	
Legacy Garden Developer Reimb	86,711	-	86,711	-		86,711		86,711	
<b>Total Developer Reimbursements</b>	<b>\$ 1,530,091</b>	<b>\$ -</b>	<b>\$ 1,530,091</b>	<b>\$ 194,480</b>	<b>\$ -</b>	<b>\$ 1,335,611</b>	<b>\$ -</b>	<b>\$ 1,335,611</b>	
<b>Capital Expenditures</b>									
Doe Branch Wastewater Lines	\$ 975,000	\$ 212,000	\$ 669,859	\$ 881,859	\$ 149,062	\$ 424,002	\$ 308,795	\$ 275,380	\$ 126,556
Impact Fee Study	115,947	-	74,186	74,186	42,607	31,578	-	41,761	-
<b>Total Projects</b>	<b>\$ 1,090,947</b>	<b>\$ 212,000</b>	<b>\$ 744,045</b>	<b>\$ 956,045</b>	<b>\$ 191,669</b>	<b>\$ 455,581</b>	<b>\$ 308,795</b>	<b>\$ 317,141</b>	<b>\$ 126,556</b>
Transfer to CIP Fund	-	-	-	-	-	-	-	-	-
<b>Total Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 2,621,038</b>	<b>\$ 1,742,091</b>	<b>\$ 744,045</b>	<b>\$ 2,486,136</b>	<b>\$ 386,149</b>	<b>\$ 455,581</b>	<b>\$ 1,644,407</b>	<b>\$ 317,141</b>	<b>\$ 1,462,168</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ (86,136)</b>	<b>\$ 1,029,944</b>					
Beginning Fund Balance October 1			2,643,495	2,643,495					
Ending Fund Balance Current Month			<u>\$ 2,557,359</u>	<u>\$ 3,673,439</u>					

# IMPACT FEE REVENUE

YTD Actual to Annual Budget





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**Expected Year to Date Percent 66.67%**

**VEHICLE AND EQUIPMENT REPLACEMENT FUND**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		-	0%
Interest Income	250,000	-	250,000	183,724	-	66,276	73%		121,630	51%
Charges for Services	1,478,966	-	1,478,966	985,977	-	492,989	67%		923,505	7%
Total Revenue	\$ 1,878,966	\$ -	\$ 1,878,966	\$ 1,169,701	\$ -	\$ 709,265	62%		\$ 1,045,135	12%
<b>EXPENDITURES</b>										
Vehicle Replacement	\$ 772,500	\$ 248,374	\$ 1,020,874	\$ 236,659	\$ 545,496	\$ 238,719	77%		\$ 137,570	72%
Equipment Replacement	203,870	241,152	445,022	212,392	241,152	(8,522)	102%		30,243	602%
Technology Replacement	145,200	-	145,200	53,925	-	91,275	37%		28,082	92%
Total Expenditures	\$ 1,121,570	\$ 489,525	\$ 1,611,095	\$ 502,976	\$ 786,647	\$ 321,472	80%		\$ 195,895	157%
REVENUE OVER (UNDER) EXPENDITURES	\$ 757,396	\$ (489,525)	\$ 267,871	\$ 666,726					\$ 849,240	
Beginning Fund Balance October 1			5,334,214	5,334,214					3,957,862	
Ending Fund Balance Current Month			<u>\$ 5,602,085</u>	<u>\$ 6,000,940</u>					<u>\$ 4,807,102</u>	

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**HEALTH INSURANCE FUND**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Health Charges	\$ 4,871,808	\$ -	\$ 4,871,808	\$ 3,018,339	\$ -	\$ 1,853,469	62%		\$ 2,564,533	18%
Miscellaneous	250,000	-	250,000	110,033	-	139,967	44%		120,503	-9%
Interest Income	5,000	-	5,000	23,105	-	(18,105)	462%		18,056	28%
Total Revenue	\$ 5,126,808	\$ -	\$ 5,126,808	\$ 3,151,478	\$ -	\$ 1,975,330	61%		\$ 2,703,091	17%
<b>EXPENDITURES</b>										
Contractual Services	\$ 149,500	\$ -	\$ 149,500	\$ 104,659	\$ -	\$ 44,841	70%		\$ 133,654	-22%
Employee Health Insurance	4,969,439	-	4,969,439	3,066,290	-	1,903,149	62%		2,618,274	17%
Total Expenditures	\$ 5,118,939	\$ -	\$ 5,118,939	\$ 3,170,949	\$ -	\$ 1,947,990	62%		\$ 2,751,929	15%
REVENUE OVER (UNDER) EXPENDITURES	\$ 7,869	\$ -	\$ 7,869	\$ (19,471)					\$ (48,838)	
Beginning Fund Balance October 1			389,018	389,018					552,615	
Ending Fund Balance Current Month			<u>\$ 396,887</u>	<u>\$ 369,547</u>					<u>\$ 503,777</u>	

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**WATER-SEWER FUND**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Water Charges for Services	\$ 23,114,755	\$ -	\$ 23,114,755	\$ 10,499,491	\$ -	\$ 12,615,264	45%		\$ 10,166,789	3%
Sewer Charges for Services	11,892,552	-	11,892,552	7,394,369	-	4,498,183	62%		6,760,153	9%
Licenses, Fees & Permits	377,705	-	377,705	292,375	-	85,330	77%		268,346	9%
Utility Billing Penalties	186,900	-	186,900	149,367	-	37,533	80%		129,396	15%
Interfund Principal Revenue	-	-	-	25,472	-	(25,472)	0%		-	0%
Interest Income	350,000	-	350,000	352,954	-	(2,954)	101%		306,693	15%
Other	3,494,342	-	3,494,342	510,109	-	2,984,233	15%	2	434,759	17%
Transfer In	-	-	-	-	-	-	0		-	0%
<b>Total Revenues</b>	<b>\$ 39,416,254</b>	<b>\$ -</b>	<b>\$ 39,416,254</b>	<b>\$ 19,224,138</b>	<b>\$ -</b>	<b>\$ 20,192,116</b>	<b>49%</b>		<b>\$ 18,066,137</b>	<b>6%</b>
<b>EXPENDITURES</b>										
Administration	\$ 1,138,944	\$ -	\$ 1,138,944	\$ 695,241	\$ 110,689	\$ 333,014	71%		\$ 731,930	-5%
Debt Service	4,609,584	-	4,609,584	2,164,788	-	2,444,796	47%	1	1,701,906	27%
Water Purchases	12,704,415	-	12,704,415	7,692,961	-	5,011,454	61%		7,075,877	9%
Sewer Management Fee	4,560,895	-	4,560,895	3,375,564	-	1,185,331	74%		2,626,919	28%
Franchise Fee	689,851	-	689,851	459,901	-	229,950	67%		353,018	30%
Public Works	8,226,657	13,800	8,240,457	4,837,360	948,857	2,454,240	70%		4,119,101	17%
Transfer Out	9,255,356	4,056	9,259,412	5,264,138	-	3,995,274	57%	3	774,309	580%
<b>Total Expenses</b>	<b>\$ 41,185,702</b>	<b>\$ 17,856</b>	<b>\$ 41,203,558</b>	<b>\$ 24,489,953</b>	<b>\$ 1,059,546</b>	<b>\$ 14,238,779</b>	<b>62%</b>		<b>\$ 17,383,059</b>	<b>41%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (1,769,448)</b>	<b>\$ (17,856)</b>	<b>\$ (1,787,304)</b>	<b>\$ (5,265,815)</b>					<b>\$ 683,078</b>	
Beginning Working Capital October 1			17,832,990	17,832,990					12,669,408	
Ending Working Capital			<u>\$ 16,045,686</u>	<u>\$ 12,567,175</u>					<u>\$ 13,352,486</u>	

**Notes**

- 1 Annual debt service payments are made in February and August.
- 2 Other Revenue includes \$3.0M budgeted for TxDOT reimbursement.
- 3 Transfers out consist of \$2.0M - solid waste loan, \$2.0M - DNT water line relocation, \$400K - Wilson Creek, \$75K - sewer replacement, and \$789,138 - General Fund admin costs.
- 4 Minimum Ending Working Capital balance for FY23 = \$8,278,513 (25%).

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**WATER-SEWER FUND**

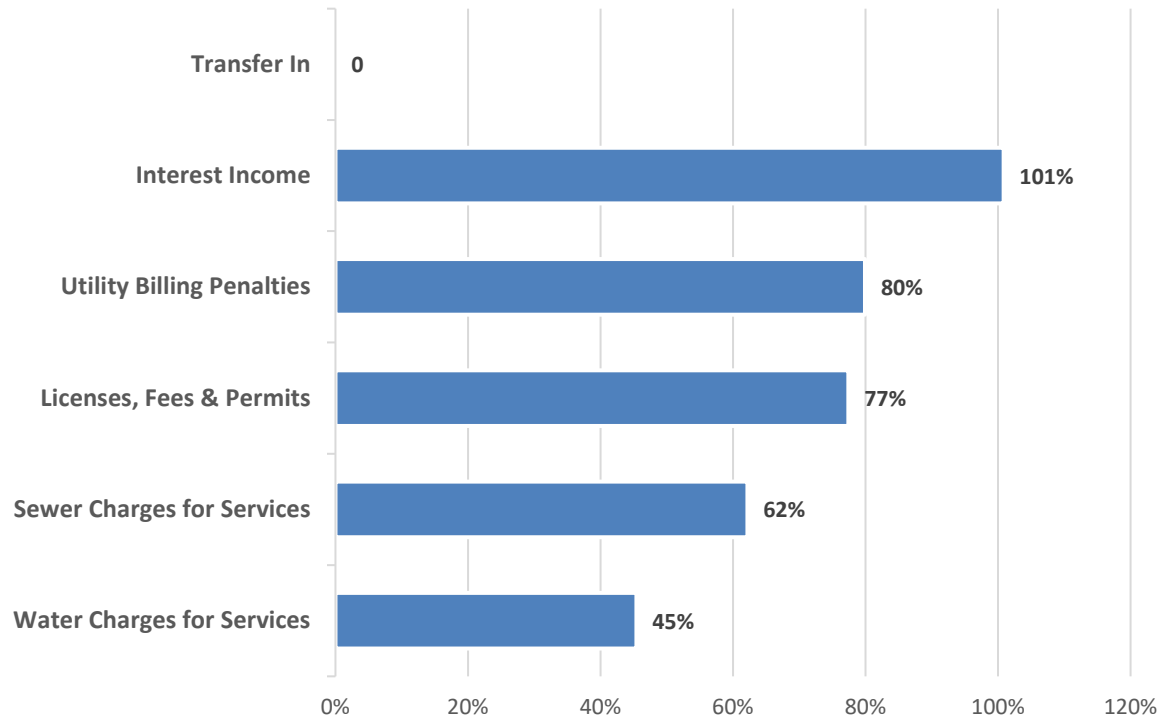
	May-24		May-23		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	\$ 13,235	\$ 12,533	\$ 12,434	\$ 11,731	6.63%
# of Accts Commercial	450	407	440	396	2.51%
Consumption-Residential	126,045,040	86,871,220	175,567,650	76,348,650	-15.48%
Consumption-Commercial	22,221,150	15,936,030	23,362,150	15,141,710	-0.90%
Consumption-Commercial Irrigation	15,637,800	0	27,824,460	0	-43.80%
Avg Total Res Water Consumption	9,510	0	14,092	0	-32.51%
Billed (\$) Residential	882,861	779,886	1,180,718	702,974	-11.73%
Billed (\$) Commercial	226,659	156,916	217,863	125,701	11.65%
Billed (\$) Commercial Irrigation	139,821	-	250,606	-	-44.21%
<b>Total Billed (\$)</b>	<b>\$ 1,249,340</b>	<b>\$ 936,802</b>	<b>\$ 1,649,186</b>	<b>\$ 828,674</b>	<b>-11.77%</b>

	Average Total Residential Water Consumption by Month			
	FY2024		FY2023	
			Four Year Average	Cumulative Average
October	19,061	20,110	17,424	17,424
November	10,540	11,190	11,104	28,528
December	8,003	6,273	7,256	35,784
January	7,400	8,049	6,727	42,511
February	6,200	14,092	6,381	48,891
March	7,600	5,839	6,436	55,327
April	8,900	10,053	9,333	64,660
May	9,510	14,092	12,345	77,005
June		14,281	13,323	90,328
July		16,992	17,885	108,212
August		23,095	23,040	131,252
September		26,836	19,429	150,681
<b>TOTAL (gal)</b>	<b>77,214</b>	<b>162,724</b>	<b>150,681</b>	

Month	Avg. Temp (°F)	# Rain Days	Rainfall			
	FY24		FY2024	FY2023	Average	Cumulative
October	68°	8	11.30	5.65	8.48	8.48
November	58°	2	0.57	5.82	3.20	11.67
December	53°	5	4.09	3.43	3.76	15.43
January	43°	10	3.86	1.29	2.58	18.01
February	58°	5	1.56	4.51	3.04	21.04
March	61°	12	6.57	2.69	4.63	25.67
April	69°	9	9.07	1.20	5.14	30.81
May	77°	11	9.71	3.62	6.67	37.47
June				2.35	2.35	39.82
July				0.47	0.47	40.29
August				0.07	0.07	40.36
September				1.18	1.18	41.54
<b>Annual</b>		<b>62.00</b>	<b>46.73</b>	<b>32.28</b>	<b>41.54</b>	

Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2023-10>

## WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET



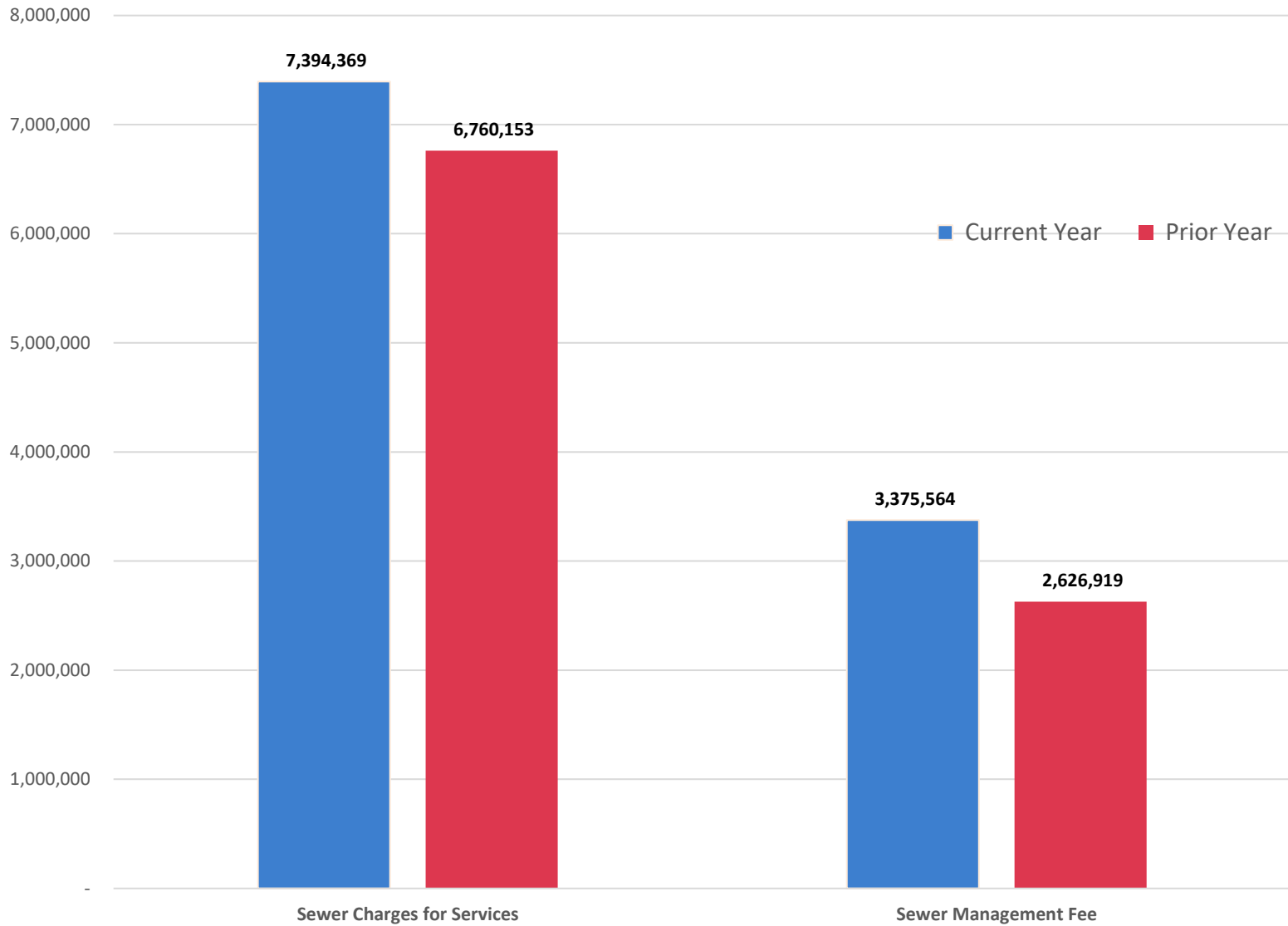
# WATER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



# SEWER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



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**STORM DRAINAGE UTILITY FUND**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Storm Drainage Utility Fee	\$ 825,000	\$ -	\$ 825,000	\$ 618,679	\$ -	\$ 206,321	75%		\$ 569,367	9%
Drainage Review Fee	-	-	-	3,150	-	(3,150)	0%		-	0%
Interest Income	1,800	-	1,800	8,614	-	(6,814)	479%		(3,493)	-347%
Other Revenue	3,000	-	3,000	-	-	3,000	0%		2,096	-100%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 829,800</b>	<b>\$ -</b>	<b>\$ 829,800</b>	<b>\$ 630,444</b>	<b>\$ -</b>	<b>\$ 199,356</b>	<b>76%</b>		<b>\$ 567,970</b>	<b>11%</b>
<b>EXPENDITURES</b>										
Personnel Services	\$ 329,605	\$ -	\$ 329,605	\$ 210,940	\$ -	\$ 118,665	64%		\$ 105,927	99%
Debt Service	219,463	-	219,463	150,531	-	68,932	69%	2	141,589	6%
Operating Expenditures	153,221	(2,028)	151,193	22,200	39,951	89,042	41%		58,289	-62%
Capital Expenditures	225,000	(225,000)	-	-	-	-	0%		62,230	-100%
Transfers Out	107,996	227,028	335,024	300,597	-	34,427	90%	1	71,997	318%
<b>Total Expenses</b>	<b>\$ 1,035,285</b>	<b>\$ -</b>	<b>\$ 1,035,285</b>	<b>\$ 684,268</b>	<b>\$ 39,951</b>	<b>\$ 311,066</b>	<b>70%</b>		<b>\$ 440,032</b>	<b>56%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (205,485)</b>	<b>\$ -</b>	<b>\$ (205,485)</b>	<b>\$ (53,824)</b>					<b>\$ 127,939</b>	
Beginning Working Capital October 1			380,410	380,410					632,579	
Ending Working Capital Current Month			<u>\$ 174,925</u>	<u>\$ 326,586</u>					<u>\$ 760,518</u>	

**Notes**

- 1 Capital project funds are transferred as needed; General fund transfers are made monthly.
- 2 Annual debt service payments are made in February and August.



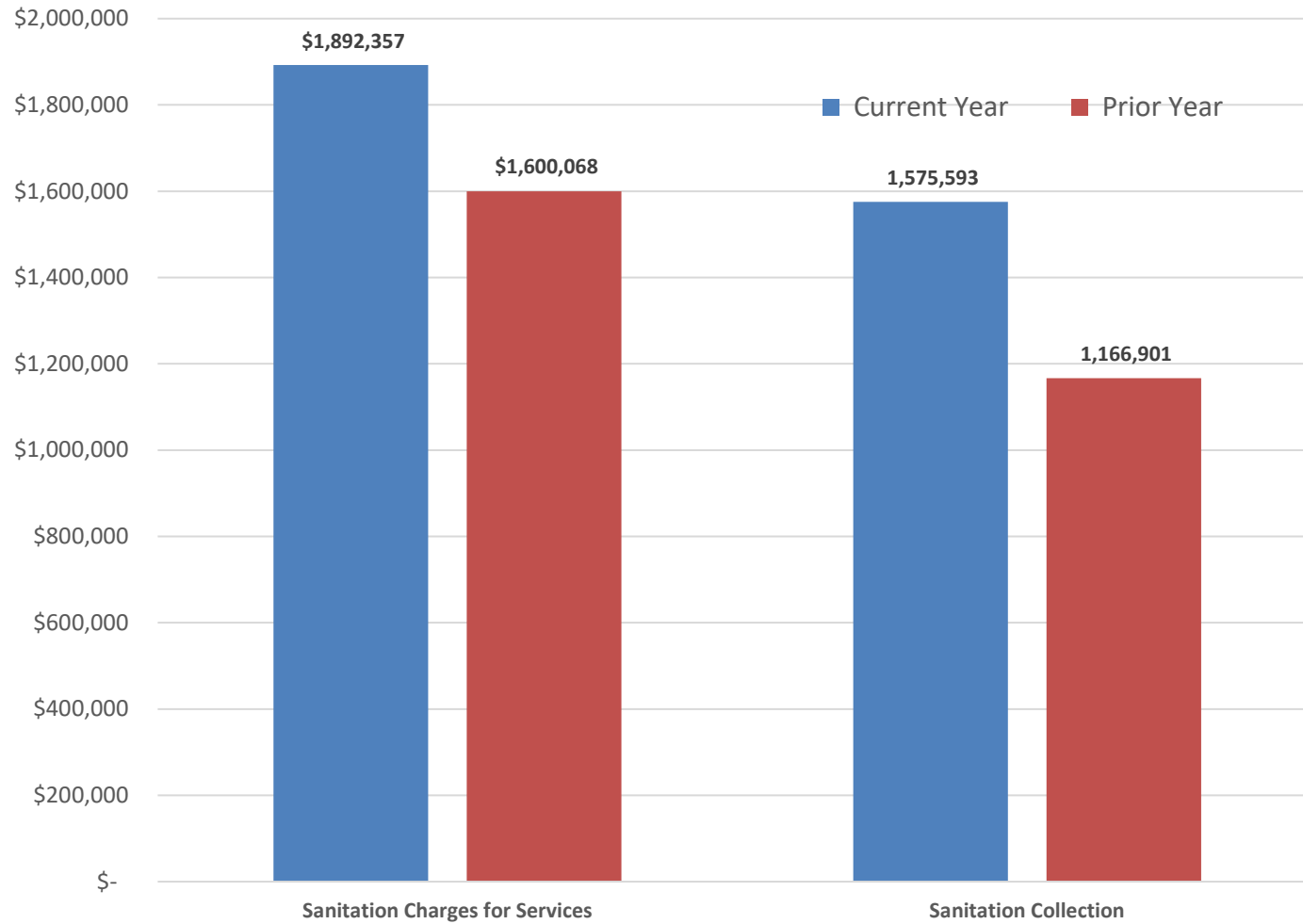
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**Expected Year to Date Percent 66.67%**

**SOLID WASTE FUND**

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sanitation Charges for Services	\$ 2,979,722	\$ -	\$ 2,979,722	\$ 1,892,357	\$ -	\$ 1,087,365	64%		\$ 1,600,068	18%
Interest Income	-	-	-	4,652	-	(4,652)	0%		2,086	123%
Transfer In	2,050,000	-	2,050,000	2,000,000	-	50,000	98%		-	0%
<b>Total Revenues</b>	<b>\$ 5,029,722</b>	<b>\$ -</b>	<b>\$ 5,029,722</b>	<b>\$ 3,897,009</b>	<b>\$ -</b>	<b>\$ 1,132,713</b>	<b>77%</b>		<b>\$ 1,602,153</b>	<b>143%</b>
<b>EXPENDITURES</b>										
Administration	\$ 2,325,554	\$ (2,015,411)	\$ 310,143	\$ 38,848	\$ -	\$ 271,295	13%		\$ 49,426	-21%
Sanitation Collection	2,668,887	-	2,668,887	1,575,593	-	1,093,294	59%		1,166,901	35%
Capital Expenditure	-	1,955,000	1,955,000	1,933,413	17,067	4,520	100%		-	0%
Debt Service	-	137,500	137,500	51,667	-	85,833	38%		-	0%
Transfer Out	-	-	-	-	-	-	0%		-	0%
<b>Total Expenses</b>	<b>\$ 4,994,441</b>	<b>\$ 77,089</b>	<b>\$ 5,071,530</b>	<b>\$ 3,599,521</b>	<b>\$ 17,067</b>	<b>\$ 1,454,942</b>	<b>71%</b>		<b>\$ 1,216,327</b>	<b>196%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 35,281</b>	<b>\$ (77,089)</b>	<b>\$ (41,808)</b>	<b>\$ 297,488</b>					<b>\$ 385,826</b>	
Beginning Working Capital October 1			6,018	6,018						
Ending Working Capital			<u>\$ (35,790)</u>	<u>\$ 303,506</u>						

# SOLID WASTE REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



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CAPITAL PROJECTS FUND - GENERAL

	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
<b>REVENUES</b>									
Grants	\$ 1,877,105	\$ -	\$ 1,877,105	\$ -	-	-	-	-	
Property Taxes-Delinquent	-	-	-	-	-	-	-	-	
Property Taxes-Current	8,502,003	-	8,502,003	8,502,003	-	-	-	-	
Taxes-Penalties	-	-	-	-	-	-	-	-	
Contributions/Interlocal Revenue	-	-	-	1,685,240	-	-	-	-	
Bond Proceeds	-	-	-	-	-	-	-	-	
Interest Income	-	-	-	3,098,802	-	-	-	-	
Other Revenue	-	-	-	7,872	-	-	-	-	
Transfers In - General Fund	-	262,500	262,500	262,500	-	-	-	-	
Transfers In - Impact Fee Funds	-	300,000	300,000	300,000	-	-	-	-	
Transfers In - Escrows	-	-	-	-	-	-	-	-	
Transfers In - Parks	-	800,000	800,000	2,313,800	-	-	-	-	
*Transfers In/Out - Bond Funds	-	-	-	-	-	-	-	-	
Total Revenues	\$ 10,379,108	\$ 1,362,500	\$ 11,741,608	\$ 16,170,216	-	-	-	-	
<b>EXPENDITURES</b>									
West Prosper Roads	\$ 14,017,321	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,017,321	\$ -	
Fishtrap (seg 2) PISD Reimbursement	940,631	-	-	-	-	-	-	940,631	
DNT Main Lane (US 380 - FM 428)	2,557,062	2,557,062	2,557,062	2,557,062	-	0	-	0	
Coit Rd (First-Frontier) 4 Lns	7,789,900	6,499,199	6,499,199	445,815	-	6,053,384	801	7,343,284	
First St (DNT to Coleman)	24,786,567	22,644,181	22,644,181	244,926	251,615	22,147,640	2,142,387	22,147,640	
Prosper Trl(Coit-Cus	5,769,088	-	-	1,545	-	(1,545)	5,769,088	(1,545)	
First Street (Elem-DNT) 4 Lanes	30,879,730	23,477,314	23,477,314	8,544,941	14,169,223	763,150	7,418,615	746,950	
Preston Road / First Street Dual Left Turns (Design & Cc	900,000	900,000	900,000	70,023	23,577	806,400	-	806,400	
First St (Coit-Custer) 4 Lanes	27,269,101	8,805,215	8,805,215	6,226,841	1,147,526	1,430,849	18,463,886	1,430,849	
Preston/Prosper Trail Turn Lane	900,000	749,462	749,462	277,880	70,412	401,170	150,538	401,170	
Craig Street (Preston-Fifth)	450,000	123,480	123,480	19,533	75,588	28,360	326,520	28,360	
First Street (Teel - Gee Road)	7,225,443	2,435,465	2,435,465	2,206,146	217,872	11,447	4,789,978	11,447	
Gee Road (First Street - Windsong)	5,414,933	1,024,673	1,024,673	506,598	528,479	(10,403)	3,016,368	1,363,490	
Coleman (Gorgeous - Prosper Trail)	1,500,000	945,443	945,443	74,176	274,159	597,109	554,557	597,109	
Coleman (Prosper Trail - PHS)	720,000	720,000	720,000	-	-	720,000	-	720,000	
Legacy (Prairie - First Street)	11,425,000	10,706,174	10,706,174	646,316	8,853,503	1,206,354	718,827	1,206,354	
Coit/US 380 SB Turn Lanes	300,000	276,014	276,014	203,993	68,592	3,429	23,986	3,429	
Parvin (FM 1385 - Legacy)	500,000	-	-	-	-	-	500,000	-	
US 380 Deceleration Lanes - Denton County	500,000	500,000	500,000	43,600	35,550	420,850	-	420,850	
Safety Way	800,000	800,000	800,000	-	-	800,000	-	800,000	
Gorgeous/McKinley	700,000	700,000	700,000	-	-	700,000	-	700,000	
Renaming of Fishtrap Road to W. First Street	80,000	77,123	77,123	-	-	77,123	2,877	77,123	
Gee Road (US 380-FM 1385)	2,200,000	2,038,300	2,038,300	321,856	1,171,444	545,000	161,700	545,000	
Frontier (Legacy-DNT)	300,000	-	-	-	-	-	300,000	-	
First Street (Coleman)	500,000	499,791	499,791	319,235	177,314	3,242	209	3,242	
Star Trail, Phase 5: Street Repairs	1,450,000	1,450,000	1,450,000	-	300,000	1,150,000	-	1,150,000	
Prosper Trail (Coit - Custer) - 2 WB lanes	400,000	400,000	400,000	-	-	400,000	-	400,000	
Windsong Pkwy/380 Dual L Turns	22,800	152,800	152,800	11,500	11,300	130,000	-	-	
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design)	5,850,000	5,637,136	5,637,136	738,527	4,828,462	70,147	212,864	70,147	
Traffic Improvement Projects	849,200	465,000	465,000	-	-	465,000	-	849,200	
Parking Lot & Alley	-	558,500	558,500	4,109	118,392	436,000	-	(122,500)	
Coleman St (First-Go	660,000	660,000	660,000	-	-	660,000	-	660,000	
US380 Median Lighting	465,912	-	-	-	-	-	465,912	-	
Fifth Street Quiet Zone	500,000	500,000	500,000	-	-	500,000	-	500,000	
Traffic Signal - Fishtrap & Artesia Boulevard	65,000	65,000	65,000	7,802	52,448	4,750	-	4,750	
Med Lighting 380-Mah	-	300,000	300,000	-	-	300,000	-	-	
Traffic Signal - DNT/Frontier	265,000	265,000	265,000	16,125	66,875	182,000	-	182,000	
Traffic Signal - Teel Pkwy & Prairie Drive	65,000	65,000	65,000	6,466	34,284	24,250	-	24,250	
Signl Sdy/Beacon Aca	87,600	777,600	777,600	26,250	61,350	690,000	-	-	
Crswalk Sign Markings Flashers	268,920	-	-	-	-	-	-	268,920	
Traffic Signal First	113,333	113,333	113,333	-	113,333	-	-	-	
Traffic Warrant Stud	14,667	14,667	14,667	-	14,667	-	-	-	
Acaci Traffic Signal	43,480	503,480	503,480	34,330	9,150	460,000	-	-	
DNT Signal Conduit R	173,449	173,449	173,449	-	173,449	-	-	-	
Opticom Repair/Insta	85,000	85,000	85,000	-	-	85,000	-	85,000	
Capital Expenditures	4,176,553	4,176,553	(4,176,553)	-	-	-	-	4,176,553	
Total Street Projects	\$ 163,980,690	\$ 4,176,553	\$ 94,488,309	\$ 98,664,862	\$ 23,555,593	\$ 32,848,563	\$ 42,260,706	\$ 59,977,063	\$ 47,599,471

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CAPITAL PROJECTS FUND - GENERAL

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Turf Irrigation SH289	\$ 48,935	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,935	\$ -
Lakewood Preserve, Phase 2	4,982,255	-	5,102,255	5,102,255	2,846,235	131,477	2,124,542	-	2,004,542
Doe Branch Property Trail Connections	700,000	-	1,684,000	1,684,000	-	227,300	1,456,700	-	472,700
Downtown Pond Improvements	120,000	-	108,240	108,240	-	-	108,240	11,760	108,240
Raymond Community Park	19,800,000	-	18,991,658	18,991,658	1,438,642	17,164,636	388,379	808,342	388,379
Green Ribbon Lovers	2,295,000	-	2,295,000	2,295,000	-	-	2,295,000	-	2,295,000
Windsong Park #3	750,000	-	750,000	750,000	-	-	750,000	-	750,000
Downtown Park(Broadw	300,000	-	300,000	300,000	-	-	300,000	-	300,000
Windsong Parkland Dedication	1,913,800	-	1,913,800	1,913,800	1,913,800	-	-	-	-
Fronter Park Pond Repairs	473,000	-	473,000	473,000	-	198,032	274,968	-	274,968
Various Hike and Bike Trails	580,680	-	580,680	580,680	-	-	580,680	-	580,680
Prosper Trail Screening (Preston - Deer Run)	750,000	-	750,000	750,000	-	157,000	593,000	-	593,000
Parks Master Plan Up	140,000	-	140,000	140,000	53,047	79,160	7,793	-	7,793
Total Park Projects	\$ 32,853,669	\$ -	\$ 33,088,632	\$ 33,088,632	\$ 6,251,724	\$ 17,957,606	\$ 8,879,302	\$ 869,037	\$ 7,775,302
PD Car Camera and Body worn Camera System	\$ 387,225	\$ -	\$ 370,325	\$ 370,325	\$ -	\$ -	\$ 370,325	\$ 16,900	\$ 370,325
Station #3 Quint Engine	1,495,000	-	25,120	25,120	17,825	5,358	1,936	1,469,880	1,936
Station #3 Ambulance	495,000	-	40,109	40,109	654	5,883	33,573	454,891	33,573
Parks & Public Works, Phase 1	1,800,000	-	3,450,000	3,450,000	-	-	3,450,000	-	1,800,000
Public Safety Complex, Phase 2-Design	1,562,823	-	-	-	-	-	-	1,562,823	-
Public Safety Complex, Phase 2-Dev Costs	124,691	-	975	975	975	-	-	123,716	-
Public Safety Complex, Phase 2-Construction	14,499,866	-	-	-	-	-	-	14,499,866	-
Public Safety Complex, Phase 2-FFE	1,274,385	-	174,439	174,439	8,375	-	166,064	1,099,946	166,064
Fire Station #4 - Design	623,555	-	492,868	492,868	-	201,220	291,648	472,987	(50,652)
Fire Station #4 - Engine	1,250,000	-	27,213	27,213	14,140	8,964	4,109	1,222,787	4,109
Fire Station #4 - Ambulance	552,000	-	427,568	427,568	8,407	378,693	40,468	124,432	40,468
Fire Station #4 - Other Costs	8,250	-	-	-	-	-	-	8,250	-
Fire Station #4 Construction	10,168,195	-	10,168,195	10,168,195	-	-	10,168,195	-	10,168,195
Parks and Public Works Parking Lot	1,000,000	-	-	-	-	-	-	-	1,000,000
Interim Community Center	2,250,000	-	-	-	-	-	-	-	2,250,000
Finish Out Interior Spaces Town Hall First and Second Floor	650,000	-	650,000	650,000	-	417,694	232,306	-	232,306
Library Master Plan	130,000	-	130,000	130,000	-	98,375	31,625	-	31,625
Emergency Warning Sirens	296,887	-	296,887	296,887	296,380	506	-	-	-
PD Station Improve	353,728	-	353,728	353,728	-	453,022	(99,294)	-	(99,294)
Total Facility Projects	\$ 38,921,604	\$ -	\$ 16,607,426	\$ 16,607,426	\$ 346,757	\$ 1,569,716	\$ 14,690,953	\$ 21,056,478	\$ 15,948,653
Transfer Out	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 235,755,964	\$ 4,176,553	\$ 144,184,367	\$ 148,360,920	\$ 30,154,073	\$ 52,375,884	\$ 65,830,962	\$ 81,902,579	\$ 71,323,427
REVENUE OVER (UNDER) EXPENDITURES				\$ (136,619,312)	\$ (13,983,857)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				77,609,702	77,609,702				
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (59,009,610)	\$ 63,625,845				

\*Transfers In/Out - Bonds-Bond and CIP funds are both in the Capital Projects Fund so transfers between these funds are netted together and eliminated.

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CAPITAL PROJECTS FUND-WATER/SEWER

Project	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
<b>REVENUES</b>								
Interest Income	\$ -	\$ -	\$ -	\$ 1,185,042				
Bond Proceeds	-	-	-	-				
Grants	-	6,102,367	6,102,367	8,888,286				
Transfers In	-	471,613	471,613	2,700,000				
Transfers In - ARPA Funds	6,348,980	(6,348,980)	-	-				
Transfers In - Impact Fee Funds	-	-	-	3,100,000				
Transfers In - Bond Funds	-	-	-	-				
Total Revenues	\$ 6,348,980	\$ 225,000	\$ 6,573,980	\$ 15,873,328				
<b>EXPENDITURES</b>								
Lower Pressure Plane Pump Station Design	\$ 18,023,706	\$ -	\$ 7,603,154	\$ 7,603,154	\$ 4,288,780	\$ 3,436,169	\$ (121,794)	\$ 10,663,960
LPP Water Line Phase, 2A	12,907,394	-	12,663,890	12,663,890	598,597	7,101,331	4,963,963	-
Broadway (Parvin-Craig)	150,000	-	-	-	-	-	-	150,000
Fishtrap (Elem-DNT) (Legacy Water Line)	15,000	-	-	-	-	-	-	15,000
Doe Branch Parallel Interceptor	7,400,000	-	7,400,000	7,400,000	-	-	7,400,000	-
Doe Branch, Phase 3 WWTP	55,000,000	6,348,980	48,651,020	55,000,000	6,102,367	-	48,897,633	-
Sanitary Sewer Repla	75,000	-	75,000	75,000	42,136	-	32,864	-
Wilson Creek WW Line	400,000	-	400,000	400,000	-	-	400,000	-
Parks & Public Works, Phase 1	600,000	-	600,000	600,000	-	-	600,000	-
DNT (Prosper Trail - Frontier Parkway) 12-inch WL	4,700,000	-	4,500,000	4,500,000	1,176,355	48,355	3,275,291	-
Upper Doe Branch WW Line (Teel-PISD Stadium)	5,025,000	-	4,050,000	4,050,000	-	-	4,050,000	-
DNT Water Line Relocation (US 380 - First St)	2,146,650	-	2,127,151	2,127,151	284,702	1,156,169	686,280	19,499
Master Plan Projects	1,539,007	-	939,007	939,007	-	-	939,007	-
5 MG Ground Storage	600,000	-	600,000	600,000	-	-	600,000	-
Water Line Relocation Frontier	3,400,000	-	3,137,000	3,137,000	63,193	317,395	2,756,411	263,000
Total Water & Wastewater Projects	\$ 111,981,757	\$ 6,348,980	\$ 92,746,222	\$ 99,095,202	\$ 12,556,130	\$ 12,059,419	\$ 74,479,654	\$ 10,961,460
Old Town Regional Pond #2	\$ 48,386	\$ -	\$ 17,177	\$ 17,177	\$ 10,804	\$ 6,310	\$ 63	\$ 31,210
BNSF Drainage Reimbu	500,000	-	500,000	500,000	500,000	-	-	-
Doe Branch Crk Erosi	225,000	-	225,000	225,000	-	453,891	(228,891)	-
Total Drainage Projects	\$ 773,386	\$ -	\$ 742,177	\$ 742,177	\$ 510,804	\$ 460,201	\$ (228,828)	\$ 31,210
Transfer out	-	-	-	-	-	-	-	-
Total Expenses	\$ 112,755,143	\$ 6,348,980	\$ 93,488,399	\$ 99,837,379	\$ 13,066,934	\$ 12,519,619	\$ 74,250,826	\$ 10,992,669
REVENUE OVER (UNDER) EXPENDITURES			\$ (93,263,399)	\$ 2,806,394				
Beginning Fund Balance (Restricted for Capital Projects) October 1			40,601,835	40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current Month			\$ (52,661,564)	\$ 43,408,229				



## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

**Through: Mario Canizares, Town Manager  
Robert B. Scott, Deputy Town Manager**

**Re: Financial Policy Updates/Summary of Financial Policies (CL)**

**Town Council Meeting – June 11, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

### **Agenda Item:**

Consider approval of revisions to the Town of Prosper Financial Policies Chapter 12-Vehicle Equipment and Replacement Fund, Chapter 13, Fund Balance Policy, Chapter 15-Debt Management Policy, Chapter 17- Financial Management Policies and the creation of a Summary of Financial Policies.

### **Description of Agenda Item:**

In preparation for annual budget and for the debt issuance process including the first ever Bond Rating Book for the Town, staff has carefully reviewed the existing financial policies and created a three-page summary of these policies that can be used in both the annual budget to report on compliance with financial policies and in the bond rating book to provide a concise overview of the Town's financial management policies. These policy changes have been reviewed with the Finance Sub-Committee.

### **Budget Impact:**

The goal of the financial policies is to improve the budget and financial management processes of the Town but the policies themselves do not impact the budget.

### **Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

### **Attached Documents:**

1. Summary Financial Policies
2. Chapter 12-VERF-Redline
3. Chapter 12-VERF-Clean
4. Chapter 13-Fund Balance Policy-Redline
5. Chapter 13-Fund Balance Policy Clean
6. Chapter 15-Debt Management Policy-Red Line

7. Chapter 15-Debt management Policy-Clean
8. Chapter 17-Financial Management Policy-Red Line
9. Chapter 17-Financial Management Policy-Clean

**Town Staff Recommendation:**

Town Staff recommends approval of the changes to the Town of Prosper financial policies and creation of a Summary of Financial Policies.

**Proposed Motion:**

I move to approve the proposed changes to the Town of Prosper financial policies and the creation of a Summary Financial Policy,

## Summary of Financial Policies

The Town's Administrative Regulations includes 22 chapters with six chapters having the greatest impact on day-to-day financial management and resulting financial position of the Town. These are: Chapter 12- Vehicle Equipment and Replacement Fund, Chapter 13 Fund Balance, Chapter 15- Debt Management Policy, Chapter 16-Debt Post Issuance Policy, Chapter 17-Financial Management Policy, Chapter and Chapter 21-Capital Project Management Policy

Brief summaries of each policy is included below with the complete policy included as an appendix to this book. To facilitate a logical topic flow, policies will not necessarily be discussed in chapter number order.

### Chapter 17-Financial Management Policy

The rapid growth of the Town has required rapid expansion of personnel, facilities and related finances. To address these issues the following policies are designed to promote strong financial management.

Annual Audit. Establishes criteria to ensure that the external auditor hired will be sufficiently experienced in state and local government audits to provide a quality audit. Requires all auditor findings regarding internal controls to be addressed.

Operating Budgets. Sets the timing for the budget process and level of budgetary control. Requires a

structurally balanced budget in which recurring expenditures may not exceed recurring revenues. Non-recurring expenditures may be funded from recurring revenues, non-recurring revenues and fund balance in excess of policy reserves. Budgets that draw reserves below policy requirements are deficit budgets and a plan must be established to replenish policy reserves.

Tax Rate Management. Establishes a capital dedicated portion of the M & O levy that can be used fund pay as you go projects and reduce debt issuance in the short-term and then as capital facilities are built but revenue growth has slowed, can be rediverted to fund operations required for the new facilities.

Revenue Management. Does not permit dedication of general revenues for specific purposes. User based fees should be cost based and may be classified as "full" "partial" or "minimal" cost recovery. Impact fees for water, wastewater and roadways will be reassessed every five years. Utility rates will be self-supporting.

Expenditure Control. All expenditures must be appropriated by budget. Operating appropriations that are not expended or encumbered at year end lapse.

Financial Condition and Reserves. Reinforces the requirement for no operating deficits. Establishes General Fund Reserve at the 20% charter reserve as restricted fund balance and unassigned fund balance of 1% for a total of 21% (2 ½ months of expenditures). Establishes \$25,000 cash reserve for both Fire and Crime



Control Special Purpose Districts. Requires enterprise funds to be self-sufficient.

### **Chapter 13- Fund Balance Policy**

Establishes the basis and need for maintaining minimum fund balance reserves, defines categories of fund balance for financial reporting and references GFOA Best Practices for determining adequate fund balance. Fund Balance is set at a total of 21% (2<sup>1/2</sup> months expenditures) for the General Fund, 3-5% for Debt Service Fund, 25% (3 months expenses) for the Water and Sewer Fund, \$250,000 for the Solid Waste Fund and 17% (2 months expenses) for the Stormwater Utility Fund.

### **Chapter 21- Capital Projects Management Policy**

The rapid growth of the Town has created oversized capital budgets relative to operating budgets and have resulted in long-term agreements with developers for construction of infrastructure that may not be completed for many years following the agreement. From a materiality standpoint infrastructure is often the largest single item in a government's financial statement and must be properly accounted for. The policy requires departments to furnish to finance all developer related agreements and contracts. Upon receipt, finance will analyze the contract for proper accounting treatment including the specific "triggers" that must occur before the transaction is recognized. Annual closing procedures include review of all open agreements and their status.

### **Chapter 12-Vehicle Equipment and Replacement Fund (VERF)**

Creates an internal service fund of the Town for the purpose of smoothing the budget impact of large vehicle and equipment purchases. This approach has the advantage of avoiding debt financing allowing the Town to avoid deferring maintenance during times of economic downturn and tight budgets.

Key provisions include:

- 1) All equipment and vehicle are owned by the VERF.
- 2) Using departments are charged a monthly fee that is accumulated towards replacement.
- 3) All items replaced are surrendered by the department with disposal proceeds retained by VERF.
- 4) New items due to new programs or positions must be included as part of the annual budget process and then are donated to VERF.
- 5) VERF cash balances should approximately equal (defined as +/- 10%) accumulated depreciation in the fund.

### **Chapter 15- Debt Management**

Describes the type of debt issuance available to the Town and the circumstances in which each type of debt may be used. Preference is given to alternate financing means such as PAYGO programs or capital grants. When debt issuance is necessary, preference is given to voter-approved governmental debt vs. non-voter approve debt. For capital assets for enterprise

activities, the intent is to pay all debt service from the revenues of the enterprise operation.

Debt issuance should be limited to the acquisition or construction of long-lived capital assets and never be issued to fund current operations. The maximum final maturity for governmental fund and enterprise fund debt is 20 and 30 years respectively.

For general obligation governmental debt, the debt service tax levy should never exceed 40% of the total tax levy. Total tax supported debt should also not exceed 4% of taxable assessed valuation.

It is the Town's intent that enterprise fund debt service be paid from the revenues generated from the enterprise activities. If Revenue Bonds are issued, the Town will maintain a coverage ratio of at least 1.25% of net operating revenue available for debt service to maximum annual debt service.

### **Chapter 16-Debt Post Issuance Policy**

Details the process following debt issuance including tax certificates, Attorney General filing, SEC Continuing Disclosure (15C2-12), recordkeeping, use of proceeds and Arbitrage Rebate and Yield calculations.

## **TOWN OF PROSPER ADMINISTRATIVE REGULATIONS**

### **CHAPTER 12: VEHICLE/EQUIPMENT REPLACEMENT FUND PROGRAM**

The Town's Vehicle/Equipment Replacement Fund (VERF) Program is to provide a predictable (level) budget requirement from year to year and to allow replacement of vital vehicles, equipment, and technology infrastructure, without the need to incur debt. Also, to provide for such replacements and purchases, and administer the disposition of the replaced vehicles, equipment, and technology infrastructure. VERF Financial Position will not be included in the calculation of required Fund Balances for the General Fund. Fund Balance requirements are described in Chapter 13. However, the VERF is created by Town Council and may also be discontinued by Town Council with residual Fund Balances being returned to the related funds.

#### **SECTION 12.01: POLICY**

##### **A. Policy Overview**

1. All fleet vehicles, equipment, and technology infrastructure will be owned and recorded in the VERF, and assigned to the user departments.
2. All user departments will be charged a monthly replacement fee for each item allocated for their use from the VERF. Such fee will provide funds to purchase future replacement vehicles, equipment, and technology infrastructure.
3. All items replaced will be surrendered simultaneously with the acquisition of the replacement. Exceptions to disposal of the used equipment will be made only by approval of the Town Manager and may result in additional monthly rent being charged to the benefitting department.
4. Proceeds for replaced items sold as surplus property will be credited to the VERF.
5. The VERF is for the purchase and replacement of vehicles, equipment, and technology infrastructure only. New items, additions and/or upgrades, may be requested by departments during the budget process. If approved, items will be added to the VERF after acquisition, and the monthly replacement fee for units will be assessed accordingly.

#### **SECTION 12.02 ORGANIZATIONAL RESPONSIBILITIES**

Throughout the process, it is critical that Town staff works together to ensure that requirements are met, and that the Town of Prosper achieves the identified goal that created the need for the supplemental funding.

##### **A. Town Departments**

Departments operating vehicles and equipment (including computers) are responsible for:

1. contributing monthly to the VERF according to this policy;
2. requesting replacement units during the annual budget process; and
3. appointing members to the internal vehicle and equipment review committee.

The internal review committee for vehicles and equipment is comprised of the Purchasing Manager, the Finance Director, and one representative from each user department. The user department representatives are appointed by their respective department heads. Committee duties include:

- a. reviewing the Vehicle and Equipment Procurement Request Forms submitted annually for both scheduled and unscheduled replacements, identifying the items warranting replacement per this policy, and prioritizing these items for budgetary consideration;
- b. making recommendations regarding departmental requests to purchase used vehicles or equipment from the VERF; and
- c. recommending revisions to the replacement criteria.

## **B. Town Council Subcommittees**

The Town Council Subcommittees are responsible for reviewing staff recommendations on behalf of the Town Council. The purpose and scope of each subcommittee is defined below.

### **1. Council Technology/VERF Subcommittee**

The Council Technology/VERF Subcommittee for technology infrastructure is comprised of Councilmembers appointed by Town Council, and staff support to include the Town Manager, the Director of Information Technology, the Finance Director, and the Purchasing Manager. Subcommittee duties include:

- a. periodically reviewing the Town's existing technological capabilities, and making recommendation for improvements;
- b. periodically reviewing and making recommendations on the Town's VERF as it relates to the acquisition, implementation, maintenance and upgrading of the Town's technology, software, and computer equipment; and
- c. making recommendations to promote the use of technology to increase efficiency of operations within the Town.

### **2. Council Finance Subcommittee**

The Council Finance Subcommittee is comprised of Councilmembers appointed by the Town Council, and staff support to include the Town Manager and the Finance Director. Subcommittee duties include:

- a. periodically reviewing and making recommendations to the Town's VERF as it relates to the acquisition, replacement and upgrading of the Town's vehicles and equipment.

### **C. Purchasing Manager**

The Purchasing Manager is responsible for maintaining the VERF Policy, maintaining updated replacement schedules for vehicles and equipment, and for overseeing the activities of the VERF Committee for vehicles and equipment. The Purchasing Manager also coordinates with user departments to facilitate individual replacements.

### **D. Finance Director**

The Finance Director is responsible for managing the VERF, setting the annual budget for vehicle, equipment, and technology infrastructure replacements, and reviewing and proposing modifications and/or replacement lists based on budgetary constraints.

### **E. Director of Information Technology (IT)**

The Director of IT is responsible for maintaining updated replacement schedules for technology infrastructure, and for overseeing the activities of the VERF Technology Sub-Committee. The Director of IT also coordinates with user departments to facilitate individual replacements.

### **F. Town Manager**

The Town Manager is responsible for approving the VERF policy and revisions thereto, and for reviewing and deciding departmental requests to purchase retired items from the VERF.

### **G. Town Council**

The Town Council reviews and approves the list of proposed replacements, and the amount of annual contributions into the VERF during the budget process each year.

## **SECTION 12.03: REPLACEMENT REQUEST PROCESS**

Departments will complete a Vehicle and Equipment Procurement Request Form to initiate the replacement process. Requests must be submitted annually during the budget process. If the requested unit is not scheduled for replacement, the user department will provide additional justification and support for the request. The VERF Committee will meet to review all requested replacements.

## **SECTION 12.04: REPLACEMENT CRITERIA**

The Vehicle/Equipment Replacement Criteria (Exhibit A) identifies the estimated life expectancy of the Town's vehicles and equipment. Age and mileage or hours are the primary criteria for replacement. The replacement criteria for technology infrastructure will be set by the Director of IT, in compliance with direction from the VERF Technology Sub-Committee. The criteria are only intended as a guide for the replacement decision; items meeting or exceeding the criteria are not automatically approved for replacement. Meeting the criteria makes a unit eligible for replacement, but still subject to additional scrutiny, considering items such as physical condition, resale value, etc. Also, items that do not meet the criteria may still be eligible for early replacement for reasons like excessive maintenance costs, or a total loss declaration by the Town's insurer.

## **SECTION 12.05: REPLACEMENT FUNDING**

The VERF is an internal service fund used to account for the replacement of Town vehicles, equipment, and technology infrastructure. Contributions are made to the VERF based on a replacement schedule for each item. Departments using vehicle(s), equipment, or technology infrastructure will contribute funds from their operational budget into the VERF; these contributions are then used to replace the items, which mitigates the impact on the operating budget. All items in the VERF shall be funded at a ratio of eighty percent (80%). While the individual item funding percentage may vary, the overall goal is eighty percent (80%) funding in total by fund (General, Water/Sewer, and Stormwater Drainage). The amount of the annual contribution for each item is determined as follows:

### **CONTRIBUTION = ITEM ACQUISITION PRICE / EXPECTED USEFUL LIFE**

Example: Chevrolet Tahoe purchased for Police Department: \$60,000\*  
 Expected useful life: 4 years  
 Contribution = (\$60,000 x .80/4) = \$12,000/year

\*Acquisition price is inclusive of all after-market installs required to place the unit into operations.

The annual contribution amount is divided by twelve (12) for monthly transfers from the department's budget to the VERF via journal entry. Proposed VERF transactions are reviewed and approved as part of the Town's annual operating budget process.

1. Proceeds from sold vehicles will be credited to the VERF, as will income earned from investment of VERF balances and all claims paid on VERF items.
2. If a department's item reaches its expected useful life but continues in service, the department will not be required to make additional contributions for that unit.
3. In the event that Town Manager approval is received to purchase a retired or replaced item from the VERF, the purchase price shall be ten percent (10%) of the original cost of the item. This amount is intended to compensate for the loss of sale proceeds that would otherwise be deposited in the VERF. The retained item will be removed from the VERF, and will not be funded for future replacement.

4. Replacement contributions will be discontinued for units sold or retired before the expiration of their useful life.
5. The acquisition price for VERF items will be reviewed on an annual basis during the budget process, and adjusted accordingly to reflect current market prices. This may result in an adjustment to the annual contributions in order to accommodate future replacement costs.

**SECTION 12.06: FINANCIAL POSITION AND CASH BALANCES**

Financial Position is not a useful indicator of financial management for the VERF as the nature of the operation will always result in strong financial position that will grow as the Town grows and new equipment is contributed to the fund for eventual replacement. Therefore, a target cash balance approximately equal (defined as +/- 10%) to the accumulated depreciation in the fund. Staff should also be sensitive to trends in which either cash or accumulated depreciation are growing at a faster rate than the other as an indication that monthly rents may need to be adjusted.

## **TOWN OF PROSPER ADMINISTRATIVE REGULATIONS**

### **CHAPTER 12: VEHICLE/EQUIPMENT REPLACEMENT FUND PROGRAM**

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5. The VERF is for the purchase and replacement of vehicles, equipment, and technology infrastructure only. New items, additions and/or upgrades, may be requested by departments during the budget process. If approved, items will be added to the VERF after acquisition, and the monthly replacement fee for units will be assessed accordingly.

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# TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

## CHAPTER 13: FUND BALANCE POLICY

### SECTION 13.01: PURPOSE AND OVERVIEW

The purpose of this policy is to establish minimum fund balance levels for each Town of Prosper's budgeted funds. It is essential that the Town maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, or adverse circumstances. The Town of Prosper avoids appropriating fund balance for recurring uses. However, if fund balance is used for a recurring use, the budget will clearly identify the uses of fund balance and explain the circumstances requiring the use of fund balance and whether that use has brought fund balance below the minimum target level. In addition, the budget will also address whether fund balance is likely to be used again to fund recurring uses and a course of action to replenish fund balances to target levels.

This policy ensures the Town maintains adequate fund balances in various operating funds for capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

### SECTION 13.02: DEFINITIONS AND CATEGORIES

#### A. Fund Balance

Defined as the difference between a fund's assets and liabilities reported in a governmental fund, which is more a measure of liquidity than of net worth. This would be most similar to *working capital* as used in the private sector. For financial reporting purposes, the Governmental Accounting Standards Board (GASB) requires the Town to divide its fund balance into the following sub-categories using defined flow assumptions:

1. Restricted Fund Balance – While the Fund Balance Policy is intended to focus more on unrestricted portions of fund balance, it is important to note a Town Charter provision in Section 7.08 as amended in May 2011 that imposes a legal restriction on a Contingent Reserve of the General Fund. It reads, "Provision shall be made in the annual budget maintaining a

contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. This shall apply to current operating expenses and shall not overlap with any other amount of reserves maintained by the Town. Such contingency reserve appropriation shall be under the control of the Town Manager and distributed by him or her only in the event of an emergency or after supplemental appropriation by the Town Council. The proceeds of the contingency reserves shall be disbursed only by transfer to departmental appropriation, the spending of which shall be charged to the departments or activities for which the appropriations are made."

2. **Committed Fund Balance** – The Town Council is the Town's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is an ordinance or resolution adopted by the Town Council. The formal action must either adopt or rescind the commitment, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.
3. **Assigned Fund Balance** – The Town Council authorizes the Town Manager or his/her designee as the official authorized person to assign fund balance to a specific purpose approved by this fund balance policy.
4. **Flow Assumptions for the Order of Expenditure of Fund Balance** – While multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Town Council, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds. Normally this would result in the use of restricted, then committed, then assigned, and lastly, unassigned fund balance.

The Town reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds if determined to be in the Town's best interest.

## **B. Minimum Level of Fund Balance**

1. The Government Finance Officers Association (GFOA) has issued Best Practice recommendations providing practical guidance for determining appropriate levels of fund balance for both the General Fund and for proprietary funds. Each year in preparation for the annual budget process, finance staff will review the events of the prior year relative to Best Practice criteria to determine the need for any revisions to Fund Balance policies.
2. **Minimum Unassigned Fund Balance** – It is the goal of the Town to achieve and maintain an unassigned fund balance in the general fund of twenty percent (20%) charter requirement plus one percent (1%) for a total of twenty one percent (21%) of budgeted expenditures. This minimum level of fund balance is a hedge for emergency expenditures, unforeseen revenue declines, or other adverse circumstances and, may be utilized during these unusual financial circumstances. However, if such a situation occurs, the Town will implement corrective action plan to restore the unassigned fund balance within a five-years to the original minimum fund balance level of twenty one percent (21%).
3. **Other Governmental Funds.-**
  - a. TIRZ 1-\$25,000
  - b. TIRZ 2-\$25,000

- c. Crime Control Special Purpose District (SPD) \$25,000 cash balance after subtracting accrued sales tax receivable.
  - d. Fire Control SPD- \$25,000 cash balance after subtracting accrued sales tax receivable
  - e. Debt Service Fund-3-5% of budgeted debt service.
4. Proprietary Funds-Proprietary Funds which include internal service funds have significant variation in reliability/predictability of both revenues and expenses. Fund Balance targets are assigned based on these individual considerations and the desire to avoid transferring resources from other governmental or proprietary funds within the year in the event of economic downturn or disaster. Minimum Fund Balances for the following Funds will be maintained:
- a. Water and Sewer Fund- 25% of operating expenditures
  - b. Stormwater Utility Fund-17% of operating expenditures
  - c. Solid Waste Fund-\$250,000
  - d. Vehicle Equipment and Replacement Fund (VERF) Internal Service Fund -Cash balances approximately equal (+/- 10%) to accumulated depreciation in the fund

# TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

## CHAPTER 13: FUND BALANCE POLICY

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### SECTION 13.02: DEFINITIONS AND CATEGORIES

#### A. Fund Balance

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# TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

## CHAPTER 15: DEBT MANAGEMENT POLICY

### SECTION 15.01: PURPOSE AND OVERVIEW

The Town of Prosper recognizes that the foundation of any well-managed debt program are comprehensive debt management and post issuance policies that are fully integrated with the long-term capital plan and related five-year operating budget forecasts. This policy outlines the need to identify all possible non-debt capital plan funding sources first, and then establishes parameters for issuing new debt and managing the existing debt portfolio. It identifies permissible and preferred types, structures and amounts of debt; providing guidance to decision makers regarding the purposes for which debt may be issued. This policy is aligned and compliments Chapter 16: Debt Post Issuance-Monitoring and Compliance Policy.

Adherence to a debt management policy helps ensure that the Town maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

### SECTION 15.02: SCOPE

This Policy applies to all debt instruments issued by the Town regardless of the funding source. Funding sources can be derived from, and debt secured by, ad valorem taxes, general Town revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

### SECTION 15.03: OBJECTIVES

The primary objective of this Policy is to ensure that the Town establishes and maintains a solid position with respect to its debt service and bond proceed funds and that proceeds from long-term

debt will not be used for current operations but rather for capital improvements, and related expenses, and other long-term assets in accordance with state law and Town ordinances.

The Town will seek all possible federal and state reimbursement for mandated projects and/or programs. The Town will pursue a balanced relationship between issuing debt and pay-as-you-go financing as dictated by prevailing economic factors and as directed by the Town Council.

Other objectives include:

1. Bonds shall be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project;
2. Decisions shall be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and
3. Debt service and bond proceed funds shall be managed and invested in accordance with all federal, state and local laws and in conjunction with the Tax Compliance Certificate of each bond issue to assure availability to cover project costs and debt service payments when due.

#### **SECTION 15.04: IMPLEMENTATION**

The Policy requires:

1. Payment of principal and interest on all outstanding debt in full and timely manner;
2. Incurrence of debt for those purposes permissible under State law and the home-rule charter of the Town;
3. Development, approval and financing of capital improvements in accordance with Town Code and the capital improvement budgeting process;
4. Structuring of principal and interest retirement schedules to: 1) achieve a low borrowing cost for the Town, 2) accommodate the debt service payments of existing debt, and 3) respond to perceptions of market demand. Shorter maturities shall always be encouraged to demonstrate to rating agencies that debt is being retired at a sufficiently rapid pace;
5. Selection of a method of sale that shall maximize the financial benefit to the Town;
6. Effective communication with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the Town; and
7. Full, complete, and accurate disclosure of financial conditions and operating results in every financial report, bond prospectus and Annual Information Statement ("AIS"). All reports shall conform to guidelines issued by the Government Finance Officers Association ("GFOA"), Securities and Exchange Commission ("SEC"), and the Internal Revenue Service (IRS) to meet the disclosure needs of rating agencies, underwriters, investors, and taxpayers.

## **SECTION 15.05: STRUCTURE OF DEBT**

Debt service shall be structured to the greatest extent possible to:

1. Target projected cash flows and pledged revenues;
2. Minimize the impact on future tax levies and/or water and sewer rates;
3. Target a consistent and as rapid as feasible payment of principal;
4. Maintain a level overall annual debt service payment structure; and
5. Target the equal or the lesser of the useful life of the asset being financed, or the maximum maturity for the obligations issued to finance the acquisition and construction of the asset.

### **A. Fixed Interest versus Variable Interest**

The Town generally issues fixed rate bonds primarily to protect the Town against interest rate risk. The Town has the option to issue variable rate bonds if market conditions warrant and Council approves it.

### **B. Other Considerations**

Bonds are generally issued such that:

1. The final maturity is 20 years or less for general obligation bonds and revenue bonds, the Town may choose a longer term for revenue bonds for projects whose lives are greater than 20 years.
2. Debt service interest is paid in the first fiscal year after a bond sale, and principal is targeted to commence no later than the second fiscal year after the debt is issued. However, the Town may defer principal for a longer period of time in order to maintain a specific I&S tax rate or a certain level of debt service.
3. Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the Town. The targeted maximum length to call is 10 years.

## **SECTION 15.06: FINANCING ALTERNATIVES**

The Town shall develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of Town services at the lowest cost. Town staff shall assess all financial alternatives for funding capital improvements prior to issuing debt.

Long-term general obligation debt, including certificates of obligation, or revenue bonds shall be issued to finance significant capital improvements. Proceeds of general obligation debt will be used only for the purposes approved by voters in bond elections or set forth in the notices of intent for certificates of obligation or to refund previously issued general obligation bonds, certificates of obligation or revenue bonds. All bonds shall be sold in accordance with applicable law.

#### **A. Pay-As-You-Go Financing**

Pay-as-you-go financing should be considered before issuing any debt. Pay-as-you go financing may include: intergovernmental grants from federal, state and other sources, current revenues or fund balances, private sector contributions, capital dedicated tax levy and public/private partnerships. Once the Town has determined that pay-as-you-go is not a feasible or sufficient financing option, the Town may use bonds, loans, or other debt financing sources as deemed appropriate by Town staff and approved by Council.

#### **B. General Obligation Bonds vs. Certificates of Obligations**

**General Obligation Bonds have the full faith and credit of the Town pledged for repayment. They must be approved by the voters in a Bond Election, are generally repaid through a property tax levy and are always the preferred method of long-term debt financing. Certificates of Obligation do not require voter approval but must follow state law regarding advance advertising regarding the ability of citizens to petition opposing issuance. They may either be General Obligation with repayment identical to those of bonds or have a specific revenue stream such as utility revenues pledged for repayment. Certificates can be used as a matter of convenience and necessity for unanticipated but needed projects that occur in between planned bond elections.**

#### **C. Revenue Bonds vs. Enterprise Fund Certificates of Obligation**

Revenue bonds may be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by state statutes, revenue bonds may be issued without voter approval in accordance with the laws of Texas. This financing method will often demand a higher interest rate from investors as only one source of revenue has been pledged for repayment vs. a full faith and credit pledge. Enterprise Fund COs (legally referred to as "Combination Tax and Surplus Revenue Certificates of Obligation") can offer an attractive middle ground as the intent is to repay the C.O.'s with the enterprise fund's revenue, the debt is recorded in the enterprise fund but because of the G.O. pledge, the interest rate is the same as any G.O. Bonds or C.O.s. The primary disadvantage of this approach is that investors and bond rating agencies will often count these obligations as General Obligation debt for purposes of calculating debt ratios and general obligation debt burden. It is always the intent for enterprise fund debt service to be paid from the revenues of the enterprise operation. In the event that the Town issues Revenue Bonds, the town will charge rates to its customers at a level sufficient to maintain a coverage ratio of at least 1.25 (primarily operating revenue less operating expense=net operating revenue available for debt service divided by maximum annual debt service).

In addition, the final maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items shall have a value of at least \$5,000 and a life of at least four years.

#### **D. Reimbursement Resolutions**

Reimbursement resolutions, if required for funds to be advanced prior to issuance of general obligation debt, may be used for projects funded through General Obligation Bonds and Certificates of Obligation.

**E. Other debt obligations**

The use of other debt obligations, permitted by law, including but not limited to public property finance act contractual obligations, pension obligation bonds; tax notes and lease purchase obligations will be reviewed on a case-by-case basis. The findings above will be considered for the use of these obligations.

**SECTION 15.07: METHODS OF SALE**

The Town's debt obligations may be sold by competitive or negotiated sale methods. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the Town given the financial structure used, market conditions, and prior experience. The default position for the Town should generally be competitive sale as it produces an objective result that the Town knows was the best available at that point in time. However, in times of market uncertainty or volatility, negotiated sales provide greater flexibility regarding timing of the issuance and also allows for pre-marketing and refinement of strategies by the underwriter.

**A. Competitive Sale**

In a competitive sale, bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest TIC bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.



## **B. Negotiated Sale**

In a negotiated sale, the Town chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of bonds to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when flexibility in the sale date is needed or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts. The Town will develop a methodology for choosing the underwriting syndicate manager and co-managers of the issue based on objective criteria including the underwriter's past bidding on Town competitive sales, their municipal market presence in addition to pricing factors.

## **C. Private Placement**

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions, government agencies, or authorities. The Town may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the bonds is somewhat weaker, or when a governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

## **SECTION 15.08: REFUNDING OF DEBT**

All forms of refunding debt shall be approved by Council in accordance with Town ordinances and the Department of Finance and Administration in accordance with state law.

### **A. Advance Refunding**

Advanced refunding and forward delivery refunding transactions for savings may be considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent.

### **B. Current Refunding**

Current refunding transactions issued for savings may be considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent.

### **C. Refunding for Debt Restructuring**

From time to time, the Town may also issue refunding debt for other purposes, rather than net present value savings, such as restructuring debt, changing covenants, or changing the repayment source of the bonds.

## **SECTION 15.09: DEBT LIMITS**

The total principal amount of general obligation bonds together with the principal amount of all other outstanding tax indebtedness of the Town to be repaid from the Debt Service Fund will be targeted to not exceed four percent of the total assessed taxable valuation of the Town's tax rolls.

The Town will target an I&S tax rate that makes up 40% or less of the Town's total tax rate (M&O tax rate plus I&S tax rate).

The Enterprise Fund will target the net revenues available for debt service to exceed 125 times the outstanding revenue-backed debt service payments.

## **SECTION 15.10: MATURITY LEVELS**

### **A. Revenue Debt**

The maximum maturity of revenue debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed thirty years.

### **B. General Obligation Debt**

The maximum maturity of general obligation debt shall be targeted not to exceed twenty years.

## **SECTION 15.11: MANAGEMENT OF DEBT SERVICE FUND**

### **A. Interest Earnings**

Interest earnings on bond and loan proceeds shall be used solely to fund direct or related capital expenditures, or to service current and future debt payments.

### **B. Debt Service Reserves – General Obligation Bonds**

Debt service reserves for general obligation bonds shall not be required. However, to maintain adequate liquidity to pay debt issuance, debt service related costs and unpaid debt service taxes, a target fund balance of 3-5% of annual debt service will be maintained.

### **C. Debt Service Reserves – Revenue Bonds**

Debt service reserves or surety bonds for revenue bonds shall be maintained as required by controlling bond ordinances.

### **D. Legal Regulatory and Covenant Requirements**

The Town shall comply with all Federal and State laws, SEC regulations and related contractual and covenant requirements. See Chapter 16: Debt Post Issuance Monitoring and Compliance.

**SECTION 15.12: RATINGS**

Adherence to a debt management policy helps ensure that the Town maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit. Toward that end, the Town will take the following steps.

1. Strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.
2. Obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold in the public market.
3. Make timely disclosure of annual financial information or other requested information to the rating agencies.

**SECTION 15.13: CONTINUING DISCLOSURE**

The Town will take all appropriate steps to comply with federal securities laws, including, but not limited to, Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The Town will make annual and event disclosure filings to the MSRB via EMMA, as required by the Rule and its continuing disclosure undertakings.

**SECTION 15.14: SELECTION OF FINANCIAL ADVISOR**

The Town shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of Town debt obligations, issuance and post-issuance services, the preparation of offering documents (each, an "Official Statement") and other services, as necessary. The Town will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the Town Council. The financial advisor will not bid on nor underwrite any Town debt issues in accordance with MSRB rules.

**SECTION 15.15: SELECTION OF BOND COUNSEL**

The Town shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the Town Council in all matters pertaining to its bond ordinance(s) and /or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate for Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the Town Attorney and the Director of Finance. The Town will also seek the advice of bond counsel on all other types of debt and on any other questions involving state law and federal tax or arbitration law. Special counsel may be retained to protect the Town's interest in complex negotiations.



# TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

## CHAPTER 15: DEBT MANAGEMENT POLICY

### SECTION 15.01: PURPOSE AND OVERVIEW

The Town of Prosper recognizes that the foundation of any well-managed debt program are comprehensive debt management and post issuance policies that are fully integrated with the long-term capital plan and related five-year operating budget forecasts. This policy outlines the need to identify all possible non-debt capital plan funding sources first, and then establishes parameters for issuing new debt and managing the existing debt portfolio. It identifies permissible and preferred types, structures and amounts of debt; providing guidance to decision makers regarding the purposes for which debt may be issued. This policy is aligned and compliments Chapter 16: Debt Post Issuance-Monitoring and Compliance Policy.

Adherence to a debt management policy helps ensure that the Town maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

### SECTION 15.02: SCOPE

This Policy applies to all debt instruments issued by the Town regardless of the funding source. Funding sources can be derived from, and debt secured by, ad valorem taxes, general Town revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

### SECTION 15.03: OBJECTIVES

The primary objective of this Policy is to ensure that the Town establishes and maintains a solid position with respect to its debt service and bond proceed funds and that proceeds from long-term

debt will not be used for current operations but rather for capital improvements, and related expenses, and other long-term assets in accordance with state law and Town ordinances.

The Town will seek all possible federal and state reimbursement for mandated projects and/or programs. The Town will pursue a balanced relationship between issuing debt and pay-as-you-go financing as dictated by prevailing economic factors and as directed by the Town Council.

Other objectives include:

1. Bonds shall be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project;
2. Decisions shall be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and
3. Debt service and bond proceed funds shall be managed and invested in accordance with all federal, state and local laws and in conjunction with the Tax Compliance Certificate of each bond issue to assure availability to cover project costs and debt service payments when due.

#### **SECTION 15.04: IMPLEMENTATION**

The Policy requires:

1. Payment of principal and interest on all outstanding debt in full and timely manner;
2. Incurrence of debt for those purposes permissible under State law and the home-rule charter of the Town;
3. Development, approval and financing of capital improvements in accordance with Town Code and the capital improvement budgeting process;
4. Structuring of principal and interest retirement schedules to: 1) achieve a low borrowing cost for the Town, 2) accommodate the debt service payments of existing debt, and 3) respond to perceptions of market demand. Shorter maturities shall always be encouraged to demonstrate to rating agencies that debt is being retired at a sufficiently rapid pace;
5. Selection of a method of sale that shall maximize the financial benefit to the Town;
6. Effective communication with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the Town; and
7. Full, complete, and accurate disclosure of financial conditions and operating results in every financial report, bond prospectus and Annual Information Statement ("AIS"). All reports shall conform to guidelines issued by the Government Finance Officers Association ("GFOA"), Securities and Exchange Commission ("SEC"), and the Internal Revenue Service (IRS) to meet the disclosure needs of rating agencies, underwriters, investors, and taxpayers.

## **SECTION 15.05: STRUCTURE OF DEBT**

Debt service shall be structured to the greatest extent possible to:

1. Target projected cash flows and pledged revenues;
2. Minimize the impact on future tax levies and/or water and sewer rates;
3. Target a consistent and as rapid as feasible payment of principal;
4. Maintain a level overall annual debt service payment structure; and
5. Target the equal or the lesser of the useful life of the asset being financed, or the maximum maturity for the obligations issued to finance the acquisition and construction of the asset.

### **A. Fixed Interest versus Variable Interest**

The Town generally issues fixed rate bonds primarily to protect the Town against interest rate risk. The Town has the option to issue variable rate bonds if market conditions warrant and Council approves it.

### **B. Other Considerations**

Bonds are generally issued such that:

1. The final maturity is 20 years or less for general obligation bonds and revenue bonds, the Town may choose a longer term for revenue bonds for projects whose lives are greater than 20 years.
2. Debt service interest is paid in the first fiscal year after a bond sale, and principal is targeted to commence no later than the second fiscal year after the debt is issued. However, the Town may defer principal for a longer period of time in order to maintain a specific I&S tax rate or a certain level of debt service.
3. Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the Town. The targeted maximum length to call is 10 years.

## **SECTION 15.06: FINANCING ALTERNATIVES**

The Town shall develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of Town services at the lowest cost. Town staff shall assess all financial alternatives for funding capital improvements prior to issuing debt.

Long-term general obligation debt, including certificates of obligation, or revenue bonds shall be issued to finance significant capital improvements. Proceeds of general obligation debt will be used only for the purposes approved by voters in bond elections or set forth in the notices of intent for certificates of obligation or to refund previously issued general obligation bonds, certificates of obligation or revenue bonds. All bonds shall be sold in accordance with applicable law.

#### **A. Pay-As-You-Go Financing**

Pay-as-you-go financing should be considered before issuing any debt. Pay-as-you go financing may include: intergovernmental grants from federal, state and other sources, current revenues or fund balances, private sector contributions, capital dedicated tax levy and public/private partnerships. Once the Town has determined that pay-as-you-go is not a feasible or sufficient financing option, the Town may use bonds, loans, or other debt financing sources as deemed appropriate by Town staff and approved by Council.

#### **B. General Obligation Bonds vs. Certificates of Obligations**

**General Obligation Bonds have the full faith and credit of the Town pledged for repayment. They must be approved by the voters in a Bond Election, are generally repaid through a property tax levy and are always the preferred method of long-term debt financing. Certificates of Obligation do not require voter approval but must follow state law regarding advance advertising regarding the ability of citizens to petition opposing issuance. They may either be General Obligation with repayment identical to those of bonds or have a specific revenue stream such as utility revenues pledged for repayment. Certificates can be used as a matter of convenience and necessity for unanticipated but needed projects that occur in between planned bond elections.**

#### **C. Revenue Bonds vs. Enterprise Fund Certificates of Obligation**

Revenue bonds may be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by state statutes, revenue bonds may be issued without voter approval in accordance with the laws of Texas. This financing method will often demand a higher interest rate from investors as only one source of revenue has been pledged for repayment vs. a full faith and credit pledge. Enterprise Fund COs (legally referred to as "Combination Tax and Surplus Revenue Certificates of Obligation") can offer an attractive middle ground as the intent is to repay the C.O.'s with the enterprise fund's revenue, the debt is recorded in the enterprise fund but because of the G.O. pledge, the interest rate is the same as any G.O. Bonds or C.O.s. The primary disadvantage of this approach is that investors and bond rating agencies will often count these obligations as General Obligation debt for purposes of calculating debt ratios and general obligation debt burden. It is always the intent for enterprise fund debt service to be paid from the revenues of the enterprise operation. In the event that the Town issues Revenue Bonds, the town will charge rates to its customers at a level sufficient to maintain a coverage ratio of at least 1.25 (primarily operating revenue less operating expense=net operating revenue available for debt service divided by maximum annual debt service).

In addition, the final maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items shall have a value of at least \$5,000 and a life of at least four years.

#### **D. Reimbursement Resolutions**



Reimbursement resolutions, if required for funds to be advanced prior to issuance of general obligation debt, may be used for projects funded through General Obligation Bonds and Certificates of Obligation.

**E. Other debt obligations**

The use of other debt obligations, permitted by law, including but not limited to public property finance act contractual obligations, pension obligation bonds; tax notes and lease purchase obligations will be reviewed on a case-by-case basis. The findings above will be considered for the use of these obligations.

**SECTION 15.07: METHODS OF SALE**

The Town's debt obligations may be sold by competitive or negotiated sale methods. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the Town given the financial structure used, market conditions, and prior experience. The default position for the Town should generally be competitive sale as it produces an objective result that the Town knows was the best available at that point in time. However, in times of market uncertainty or volatility, negotiated sales provide greater flexibility regarding timing of the issuance and also allows for pre-marketing and refinement of strategies by the underwriter.

**A. Competitive Sale**

In a competitive sale, bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest TIC bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.

## **B. Negotiated Sale**

In a negotiated sale, the Town chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of bonds to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when flexibility in the sale date is needed or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts. The Town will develop a methodology for choosing the underwriting syndicate manager and co-managers of the issue based on objective criteria including the underwriter's past bidding on Town competitive sales, their municipal market presence in addition to pricing factors.

## **C. Private Placement**

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions, government agencies, or authorities. The Town may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the bonds is somewhat weaker, or when a governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

## **SECTION 15.08: REFUNDING OF DEBT**

All forms of refunding debt shall be approved by Council in accordance with Town ordinances and the Department of Finance and Administration in accordance with state law.

### **A. Advance Refunding**

Advanced refunding and forward delivery refunding transactions for savings may be considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent.

### **B. Current Refunding**

Current refunding transactions issued for savings may be considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent.

### **C. Refunding for Debt Restructuring**

From time to time, the Town may also issue refunding debt for other purposes, rather than net present value savings, such as restructuring debt, changing covenants, or changing the repayment source of the bonds.

**SECTION 15.09: DEBT LIMITS**

The total principal amount of general obligation bonds together with the principal amount of all other outstanding tax indebtedness of the Town to be repaid from the Debt Service Fund will be targeted to not exceed four percent of the total assessed taxable valuation of the Town's tax rolls.

The Town will target an I&S tax rate that makes up 40% or less of the Town's total tax rate (M&O tax rate plus I&S tax rate).

The Enterprise Fund will target the net revenues available for debt service to exceed 125 times the outstanding revenue-backed debt service payments.

**SECTION 15.10: MATURITY LEVELS****A. Revenue Debt**

The maximum maturity of revenue debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed thirty years.

**B. General Obligation Debt**

The maximum maturity of general obligation debt shall be targeted not to exceed twenty years.

**SECTION 15.11: MANAGEMENT OF DEBT SERVICE FUND****A. Interest Earnings**

Interest earnings on bond and loan proceeds shall be used solely to fund direct or related capital expenditures, or to service current and future debt payments.

**B. Debt Service Reserves – General Obligation Bonds**

Debt service reserves for general obligation bonds shall not be required. However, to maintain adequate liquidity to pay debt issuance, debt service related costs and unpaid debt service taxes, a target fund balance of 3-5% of annual debt service will be maintained.

**C. Debt Service Reserves – Revenue Bonds**

Debt service reserves or surety bonds for revenue bonds shall be maintained as required by controlling bond ordinances.

**D. Legal Regulatory and Covenant Requirements**

The Town shall comply with all Federal and State laws, SEC regulations and related contractual and covenant requirements. See Chapter 16: Debt Post Issuance Monitoring and Compliance.

**SECTION 15.12: RATINGS**

Adherence to a debt management policy helps ensure that the Town maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit. Toward that end, the Town will take the following steps.

1. Strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.
2. Obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold in the public market.
3. Make timely disclosure of annual financial information or other requested information to the rating agencies.

**SECTION 15.13: CONTINUING DISCLOSURE**

The Town will take all appropriate steps to comply with federal securities laws, including, but not limited to, Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The Town will make annual and event disclosure filings to the MSRB via EMMA, as required by the Rule and its continuing disclosure undertakings.

**SECTION 15.14: SELECTION OF FINANCIAL ADVISOR**

The Town shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of Town debt obligations, issuance and post-issuance services, the preparation of offering documents (each, an "Official Statement") and other services, as necessary. The Town will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the Town Council. The financial advisor will not bid on nor underwrite any Town debt issues in accordance with MSRB rules.

**SECTION 15.15: SELECTION OF BOND COUNSEL**

The Town shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the Town Council in all matters pertaining to its bond ordinance(s) and /or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate for Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the Town Attorney and the Director of Finance. The Town will also seek the advice of bond counsel on all other types of debt and on any other questions involving state law and federal tax or arbitrage law. Special counsel may be retained to protect the Town's interest in complex negotiations.



# TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

## CHAPTER 17: FINANCIAL MANAGEMENT POLICY

### SECTION 17.01: PURPOSE AND OVERVIEW

This policy guides the Finance Department, and staff in financial management and budgeting matters. The overriding goal of the Financial Management Policy is to enable the Town to achieve a long-term stable and positive financial condition while accomplishing the Town's long-term strategic goals. All financial operations will be under the direction of the Town Manager, consistent with the council-manager form of government established in the Town Charter.

The rapid growth experienced by the Town produces both financial opportunities and challenges. Often many years of sustained growth must occur before major capital expenditures for new facilities and infrastructure are justified and affordable. Often by the time needed improvements are made growth has slowed and only a limited amount of new revenue is available. If property tax revenues are not reserved for those future improvements including related staffing increases, significant financial stress and the need for major tax rate increases will occur.

### SECTION 17.02: SCOPE

The scope of the Town's Financial Management Policies spans accounting, auditing, financial reporting, internal controls, annual operating and multi-year capital budgeting, revenue management, cash management, expenditure control, and debt management.

### SECTION 17.03: ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

#### A. Accounting

The Town's Accounting Manager is responsible for establishing and maintaining the chart of accounts, and for properly recording financial transactions.

#### B. Funds

Self-balancing groups of accounts are used to account for the Town's financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. In essence, the General Fund is intended for governmental tax supported operations of the Town. Funds are created and fund names are changed by Town Council approval through resolution either during the year or in the Town Council's approval of the annual operating budget ordinances. (See Fund Balance Policy)

#### C. External Auditing

At the close of each fiscal year, and at such other times as may be deemed necessary, the Town Council shall call for an independent audit to be made of all accounts of the Town. The auditors must be a certified public accounting firm capable of conducting the Town's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the Town or any of its officers, be a member of the Government Audit Quality Center of the AICPA and have a minimum of ten other government audit and single audit clients.

The audit report, with the auditor's recommendations and findings (if any) will be made to the Finance Sub-Committee of Town Council. Upon completion of the audit, the Independent Auditor's Report as part of the Annual Financial Report shall be published on the Town's website and copies of the audit placed on file in the office of the person performing the duties of Town Secretary, as public record. (See Town Charter Article VII, Section 7.18 Independent Audit)

#### **D. External Financial Reporting**

The Town will prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles, (GAAP) and will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and awarding of the Certification of Achievement for Excellence in Financial Reporting. The ACFR will include the General Fund Budget and Actual information as a basic financial statement and therefore included in the audit opinion. It will be published and presented to Town Council within six months after the end of the fiscal year.

#### **E. Internal Financial Reporting**

The Finance Department will prepare internal financial reports sufficient for management to plan, monitor, and control the Town's financial affairs throughout the year.

### **SECTION 17.04: INTERNAL CONTROLS**

#### **A. Written Procedures**

Town Management and the Finance Director is responsible for developing town-wide written guidelines for financial management, accounting, financial reporting and finance related compliance requirements including grant compliance and reporting.

#### **B. Department Directors Responsibilities**

Each department director is responsible to the Town Manager to ensure that good internal controls are followed throughout his or her department to achieve the operational, financial management and reporting and compliance objectives of the department and Town. These will include guidelines on accounting and internal controls required by Finance, and that all independent auditor internal control recommendations are addressed.

### **SECTION 17.05: OPERATING BUDGET**



**A. Preparation**

The Town's annual "Operating Budget" is legally adopted by ordinance and may only be amended by similar action. It consists of governmental and proprietary funds, including the general obligation and revenue supported Debt Service Fund, but excluding Capital Projects Funds which are adopted on a multi-year project basis. The preliminary budget is prepared by the Finance Department with the cooperation of all Town departments and is submitted to the Town Manager who makes any necessary changes and transmits the document on or before the fifteenth (15<sup>th</sup>) day of August of the fiscal year to Town Council. Upon receipt of the preliminary budget, Town Council deliberates any needed changes prior to approving the proposed tax rate and budget for the legal advertising and public hearing process. The preliminary budget, a staff document, has now become the proposed budget, an official Town document.

The proposed budget and all supporting schedules shall be filed with the Town Secretary when submitted to the Town Council and shall be open to public inspection. Thereafter, the Town Council should enact the final budget prior to fiscal year end. The operating budget may be submitted to the GFOA annually for evaluation and consideration of awarding the Award for Distinguished Budget Presentation.

**B. Balanced Budget**

The final operating budget adopted by Town Council shall constitute the official appropriations for the current year and shall constitute the basis of official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year. Estimated recurring expenditures will not exceed proposed recurring revenue. Non-recurring expenditures may be funded from recurring revenues, non-recurring revenues or other sources or from undesignated fund balance in excess of the contingency reserve. Unused appropriations may be transferred during the year by the Town Manager within the level of budgetary control to any item required for the same general purpose. Items ordered during the year but not yet received will be encumbered and carried over to the new year,

**C. Budgetary Control**

The level of budgetary control is the fund level for all funds. Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the Town Council may, by the affirmative vote of a majority of the full membership of the Town Council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be approved by ordinance, and shall become an attachment to the original budget.

**D. Tax Rate Management**

The property tax rate is divided into two categories by state law: Maintenance & Operations (M & O) and Debt Service (also referred to as the Interest & Sinking Fund or I & S). Debt service tax rate is strictly limited to payment of principal and interest on general obligation debt. Maintenance and operations can be used for a wider range of purposes but is limited by state law regarding how much revenue may increase before triggering a mandatory election. For this reason, once reduced, it is very difficult to increase. Recognizing the need to manage its debt levels

and to have adequate revenue capacity to staff and operate future facilities without requiring a tax rate increase the Town will determine annually how much of the M & O rate can be designated a "Capital Dedicated/Future Facility Staffing". This levy will be used to reduce needed debt issuance but will ultimately be available to transfer back to the General Fund once growth has slowed but new facilities are still being brought on-line.

#### **E. Contingency Reserve**

Provisions shall be made in the annual budget maintaining a contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. (See Town Charter Article VII, Section 7.08). It is also the goal of the Town to achieve and maintain an unassigned fund balance in the General Fund equal to five percent (1%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. These contingency reserves are further detailed in the Town's Fund Balance Policy.

#### **F. Planning**

The budget process will be coordinated in concert with the Town Council's major strategic planning objectives. A one-year budget is adopted each year and a four-year financial plan is presented to help manage the decisions made for the next fiscal year and the impact it has on future fiscal responsibilities.

#### **G. Reporting**

Periodic financial reports will be prepared to enable the department directors to manage their budgets and to enable the Finance Department to monitor and control the budget as authorized by the Town Council. Summary financial reports will be presented to the Town Council each month. Such reports will include current year revenue and expenditures in comparison to budget and prior year actual revenues and expenditures.

#### **Performance Measures and Productivity Indicators**

Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting processes.

### **SECTION 17.06: CAPITAL IMPROVEMENT PROGRAM**

#### **A. Preparation**

The Town's Capital Improvement Program will include all capital projects. The Capital Improvement Program will be prepared annually to be a comprehensive five-year (5) capital program as an attachment to the annual budget.

## **B. Program Planning**

The program as submitted shall include:

1. A clear general summary of projects;
2. A list of all capital improvements which are proposed to be undertaken during the upcoming five (5) fiscal years, with appropriate supporting information as to the necessity for such improvements;
3. Cost estimates, method of financing, and recommended time schedules for each improvement; and
4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year for capital improvements still pending or in process of construction or acquisition. The Capital Improvement Program will be updated and presented to the Town Council, annually.

## **C. Alternate Resources**

Where applicable, assessments, impact fees, or other user-based fees should be used to fund capital projects, which have a primary benefit to certain property owners.

## **D. Debt Financing**

Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives, which equal or exceed the average life of the debt issued. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts, which are attached to major equipment purchases.

## **E. Reporting**

Periodic financial reports will be prepared to enable the department managers to manage their capital budgets and to enable the Finance Department to monitor the capital budget as authorized by the Town Council.

## **SECTION 17.07: REVENUE MANAGEMENT**

### **A. Simplicity**

The Town will strive to keep the revenue system simple, which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

**B. Administration**

The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness. Where appropriate, the Town will use the administrative processes of state or federal collection agencies in order to reduce administrative costs.

**C. Dedication of Revenues**

Revenues will not be dedicated for specific purposes unless required by law or contractual provisions. All non-restricted revenues will be deposited into the General Fund and appropriated by the budget process.

**D. Financial Stability**

Current revenues will fund current expenditures and one-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

**E. Property Tax Revenues**

Property shall be assessed at 100% of the fair market value as appraised by the Collin and Denton Appraisal Districts. Reappraisal and reassessment shall be done regularly, as required by state law.

All delinquent taxes will be pursued and turned over to a private attorney. A penalty will be assessed to compensate the attorney as allowed by state law, and in accordance with the attorney's contract.

**F. User-Based Fees**

For services associated with a user fee or a fee to offset charge, the direct and indirect costs of that service will be imposed. There will be a periodic review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "full cost recovery," "partial cost recovery," and "minimal cost recovery," based on Town Council policy.

**G. Impact Fees**

Impact fees are currently imposed for water, wastewater, and roadway in accordance with applicable Town ordinances and state law. Impact fees will be re-evaluated at least every five years, as required by law.

**H. Utility Rates**

The Town will review utility rates periodically, and if necessary, adopt new rates that will generate revenues required to fully cover operating expenses, meet the legal restrictions of all

applicable bond covenants, and provide for an adequate level of working capital needs and debt service requirements. This policy does not preclude drawing down cash balance to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

**I. Interest Income**

Interest earned from investment of available cash resources, whether pooled or not, will be distributed to the funds in accordance with the average monthly cash balances.

**J. Revenue Monitoring**

Revenues actually received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the appropriate budget report.

**SECTION 17.08: EXPENDITURE CONTROL**

**A. Appropriations**

The level of budgetary control is explained in Section 17.05.C. Budgetary Control. When budget amendments between funds are necessary, Town Council must approve these. Budget appropriation amendments at lower levels of control shall be made in accordance with the applicable administrative procedures.

**B. Purchasing**

All purchases shall be in accordance with the Town's Purchasing Policy.

**C. Lapse of Appropriations**

Every appropriation subject to an annual operating budget shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An encumbered appropriation that has not been received by two months after fiscal year end will also lapse unless a special exception is granted based on extenuating circumstances. Capital expenditures adopted or transferred in a capital project fund or the VERF internal service fund are adopted on a project basis. The purchase of any such appropriation shall be deemed abandoned if three (3) years pass without any disbursement from or encumbrance of the appropriation. Any funds not expended, disbursed or encumbered shall be deemed excess funds.

**SECTION 17.09: ASSET MANAGEMENT**

**A. Investments**

The Town's investment practices will be conducted in accordance with the Public Funds Investment Act (PFIA) and the Town Council approved Investment Policy and Strategy each year.

**B. Cash Management**

The Town's cash flow will be managed for liquidity first while maximizing the cash available to invest.

**C. Investment Reporting**

A quarterly Investment Officer's Report meeting the requirements of the Public Funds Investment Act (PFIA) on investment activities will be provided by the Finance Director for presentation to the Town Council.

**D. Fixed Assets and Inventory**

These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

**SECTION 17.10: FINANCIAL CONDITION AND RESERVES****A. No Operating Deficits**

Current expenditures will be paid with current revenues and prior year surplus. Deferrals, short-term loans, or one-time resources will be avoided as budget balance techniques. Reserves will be used only for emergencies or non-recurring expenditures.

**B. Operating Reserves**

In accordance with GASB-54, it is the policy of the Town to classify fund balances as Non-spendable, Restricted, Committed, Assigned, or Unassigned and develop policy for establishment and activity of each classification. See Fund Balance Policy that defines such categories.

**C. Minimum Unassigned Fund Balance**

It is the goal of the Town to achieve and maintain an unassigned fund balance in the General Fund equal to one percent (1%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. This amount is in addition to the twenty percent (20%) restricted fund balance amount required by the Town Charter.

**D. Risk Management Program**

The Town will aggressively pursue every opportunity to provide for the public's and Town employees' safety and to manage its risks.

**E. Loss Financing**

All reasonable options will be investigated to finance losses. Such options may include risk transfer, insurance, and risk retention.

**F. Enterprise Fund Self-Sufficiency**

The Town's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses in lieu of property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the Town Council may waive general and administrative expenses in lieu of property taxes and/or franchise fees until the fund is able to pay them.

**G. Special Purpose Districts Cash Reserves**

The Town has two Special Purpose Districts: Crime Control and Prevention Special Purpose District; and Fire Control, Prevention and Emergency Medical Services Special Purpose District. It is the desire of the Town to maintain a cash reserve balance equal to twenty-five thousand dollars (\$25,000) in each of the Special Purpose Districts beginning in fiscal year 20-21 and future fiscal years.

**H. Contingent Budget Measures**

Economic downturns including recessions are inevitable even in a rapidly growing community. The dynamic economy of both Texas and Dallas-Fort Worth metroplex and Prosper's location in the northern growth path make it likely that even recessions will be more a "pause" rather than a "stop". However, the town must ensure that a structurally balanced budget is maintained even if debt issuance and staffing additions must be paused until the economy recovers.

**SECTION 17.11: DEBT MANAGEMENT**

**A. General**

The Town's borrowing practices will be conducted in accordance with the Town Council approved Debt Management and Debt Post Issuance Policies.

**B. Self-Supporting Debt**

When appropriate, self-supporting revenues will pay debt services in lieu of tax revenues.

**C. Analysis of Financing Alternatives**

The Town will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves.

**D. Voter Authorization**

The Town shall obtain voter authorization before issuing General Obligation Bonds as required by law. In general, voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation.

**SECTION 17.12: STAFFING AND TRAINING****A. Adequate Staffing**

Staffing levels will be adequate for the fiscal functions of the Town to function effectively. Comparison of workload and staffing levels of comparison cities will be explored before adding staff.

**B. Training**

The Town will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

**C. Awards, Credentials**

The Town will support efforts and involvements which result in meeting standards and receiving exemplary recitations on behalf of any of the Town's fiscal policies, practices, processes, products, and personnel. Staff certifications may include Certified Public Accountant, Certified Management Accountant, Certified Internal Auditor, Certified Payroll Professional, Certified Government Finance Officer, Professional Public Buyer, Certified Cash Manager, PFIA investment training, and others as approved by the Town Manager upon recommendation of the Finance Director.

**SECTION 17.13: GRANT MANAGEMENT****A. General**

The Town's grant management practices will be conducted in accordance with the Town's Grant Management Policy.

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The Town of Prosper Financial Management Policy was approved on the 1<sup>st</sup> of xxx, 2024.

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Mario Canizares, Town Manager



# TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

## CHAPTER 17: FINANCIAL MANAGEMENT POLICY

### SECTION 17.01: PURPOSE AND OVERVIEW

This policy guides the Finance Department, and staff in financial management and budgeting matters. The overriding goal of the Financial Management Policy is to enable the Town to achieve a long-term stable and positive financial condition while accomplishing the Town's long-term strategic goals. All financial operations will be under the direction of the Town Manager, consistent with the council-manager form of government established in the Town Charter.

The rapid growth experienced by the Town produces both financial opportunities and challenges. Often many years of sustained growth must occur before major capital expenditures for new facilities and infrastructure are justified and affordable. Often by the time needed improvements are made growth has slowed and only a limited amount of new revenue is available. If property tax revenues are not reserved for those future improvements including related staffing increases, significant financial stress and the need for major tax rate increases will occur.

### SECTION 17.02: SCOPE

The scope of the Town's Financial Management Policies spans accounting, auditing, financial reporting, internal controls, annual operating and multi-year capital budgeting, revenue management, cash management, expenditure control, and debt management.

### SECTION 17.03: ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

#### A. Accounting

The Town's Accounting Manager is responsible for establishing and maintaining the chart of accounts, and for properly recording financial transactions.

#### B. Funds

Self-balancing groups of accounts are used to account for the Town's financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. In essence, the General Fund is intended for governmental tax supported operations of the Town. Funds are created and fund names are changed by Town Council approval through resolution either during the year or in the Town Council's approval of the annual operating budget ordinances. (See Fund Balance Policy)

#### C. External Auditing

At the close of each fiscal year, and at such other times as may be deemed necessary, the Town Council shall call for an independent audit to be made of all accounts of the Town. The auditors must be a certified public accounting firm capable of conducting the Town's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the Town or any of its officers, be a member of the Government Audit Quality Center of the AICPA and have a minimum of ten other government audit and single audit clients.

The audit report, with the auditor's recommendations and findings (if any) will be made to the Finance Sub-Committee of Town Council. Upon completion of the audit, the Independent Auditor's Report as part of the Annual Financial Report shall be published on the Town's website and copies of the audit placed on file in the office of the person performing the duties of Town Secretary, as public record. (See Town Charter Article VII, Section 7.18 Independent Audit)

#### **D. External Financial Reporting**

The Town will prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles, (GAAP) and will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and awarding of the Certification of Achievement for Excellence in Financial Reporting. The ACFR will include the General Fund Budget and Actual information as a basic financial statement and therefore included in the audit opinion. It will be published and presented to Town Council within six months after the end of the fiscal year.

#### **E. Internal Financial Reporting**

The Finance Department will prepare internal financial reports sufficient for management to plan, monitor, and control the Town's financial affairs throughout the year.

### **SECTION 17.04: INTERNAL CONTROLS**

#### **A. Written Procedures**

Town Management and the Finance Director is responsible for developing town-wide written guidelines for financial management, accounting, financial reporting and finance related compliance requirements including grant compliance and reporting.

#### **B. Department Directors Responsibilities**

Each department director is responsible to the Town Manager to ensure that good internal controls are followed throughout his or her department to achieve the operational, financial management and reporting and compliance objectives of the department and Town. These will include guidelines on accounting and internal controls required by Finance, and that all independent auditor internal control recommendations are addressed.

### **SECTION 17.05: OPERATING BUDGET**

## **A. Preparation**

The Town's annual "Operating Budget" is legally adopted by ordinance and may only be amended by similar action. It consists of governmental and proprietary funds, including the general obligation and revenue supported Debt Service Fund, but excluding Capital Projects Funds which are adopted on a multi-year project basis. The preliminary budget is prepared by the Finance Department with the cooperation of all Town departments and is submitted to the Town Manager who makes any necessary changes and transmits the document on or before the fifteenth (15<sup>th</sup>) day of August of the fiscal year to Town Council. Upon receipt of the preliminary budget, Town Council deliberates any needed changes prior to approving the proposed tax rate and budget for the legal advertising and public hearing process. The preliminary budget, a staff document, has now become the proposed budget, an official Town document.

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## **B. Balanced Budget**

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and to have adequate revenue capacity to staff and operate future facilities without requiring a tax rate increase the Town will determine annually how much of the M & O rate can be designated a "Capital Dedicated/Future Facility Staffing". This levy will be used to reduce needed debt issuance but will ultimately be available to transfer back to the General Fund once growth has slowed but new facilities are still being brought on-line.

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**A. General**

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**B. Self-Supporting Debt**

When appropriate, self-supporting revenues will pay debt services in lieu of tax revenues.

**C. Analysis of Financing Alternatives**

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The Town will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

**C. Awards, Credentials**

The Town will support efforts and involvements which result in meeting standards and receiving exemplary recitations on behalf of any of the Town's fiscal policies, practices, processes, products, and personnel. Staff certifications may include Certified Public Accountant, Certified Management Accountant, Certified Internal Auditor, Certified Payroll Professional, Certified Government Finance Officer, Professional Public Buyer, Certified Cash Manager, PFIA investment training, and others as approved by the Town Manager upon recommendation of the Finance Director.

**SECTION 17.13: GRANT MANAGEMENT****A. General**

The Town's grant management practices will be conducted in accordance with the Town's Grant Management Policy.

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The Town of Prosper Financial Management Policy was approved on the 1<sup>st</sup> of xxx, 2024.

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Mario Canizares, Town Manager



## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

**Through: Mario Canizares, Town Manager  
Robert B. Scott, Deputy Town Manager**

**Re: Budget Suite and Digital Budget Book Software**

**Town Council Meeting – June 25, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to approve the purchase of ClearGov Budget Suite and Digital Budget Book Software in the amount of \$42,500.

**Description of Agenda Item:**

The Town of Prosper currently uses budget software to create payroll budgets, operational budgets, and manage discretionary requests. ClearGov is intended to replace this software, enhancing our current capabilities by adding capital budgeting and a digital budget book builder. This software automates a significant portion of the budget book creation process, reducing common issues associated with spreadsheets and text editing software, and compiles documents into a cohesive budget book. ClearGov also improves the management of discretionary package requests and provides superior reporting. By implementing ClearGov, we can delay the need for additional staff and deliver a higher level of service. Software is available using cooperative contract 692-23 through Buyboard.

**Budget Impact:**

If approved by June 30, 2024, all implementation fees will be waived. Annual cost for the software is \$42,500 including the discount for bundling multiple modules. The current application used for this process has an annual cost of \$7,500. The net impact on the budget will be \$35,000. This will be charged to account 100-5419-10-03.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

**Attached Documents:**

1. ClearGov Budget Suite Quote

**Town Staff Recommendation:**

Town Staff recommends the Town Council authorize the Town Manager to approve the purchase of ClearGov Budget Suite and Digital Budget Book Software in the amount of \$42,500.

**Proposed Motion:**

I move to authorize the Town Manager to approve the purchase of ClearGov Budget Suite and Digital Budget Book Software in the amount of \$42,500.



2 Mill & Main; Suite 630; Maynard, MA 01754

# Service Order

<b>Created by</b>	Dennis Maher
<b>Contact Phone</b>	817-205-9980
<b>Contact Email</b>	dmaher@cleargov.com

<b>Order Date</b>	Jun 5, 2024
<b>Order valid if signed by</b>	<b>Jun 30, 2024</b>

Customer Information					
<b>Customer</b>	Town of Prosper	<b>Contact</b>	Chris Landrum	<b>Billing Contact</b>	Chris Landrum
<b>Address</b>	250 West First Street	<b>Title</b>	Finance Director	<b>Title</b>	Finance Director
<b>City, St, Zip</b>	Prosper, Texas 75078	<b>Email</b>	clandrum@prospertx.gov	<b>Email</b>	clandrum@prospertx.gov
<b>Phone</b>	972-569-1008			<b>PO # (If any)</b>	

This Service Order will be contracted through...	
<b>Procurement Aggregator</b>	<b>ClearGov Contract</b>
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...			
<b>Set up Services</b>		<b>Tier/Rate</b>	<b>Service Fees</b>
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 3	\$ 18,000.00
Onboarding Discount: WAIVED customer value add expires June 30, 2024		Tier 3	\$ (18,000.00)
<b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>			<b>\$ -</b>
<b>Subscription Services</b>		<b>Tier</b>	<b>Service Fees</b>
ClearGov BCM Operational Budgeting - Civic Edition		Tier 3	\$ 19,600.00
ClearGov BCM Personnel Budgeting - Civic Edition		Tier 3	\$ 17,800.00
ClearGov BCM Capital Budgeting - Civic Edition		Tier 3	\$ 14,000.00
ClearGov BCM Digital Budget Book - Civic Edition		Tier 3	\$ 11,700.00
ClearGov BCM Transparency - Civic Edition		Tier 3	\$ 10,700.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions		Tier 3	\$ (31,300.00)
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>			<b>\$ 42,500.00</b>

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
<b>Setup</b>	Jul 1, 2024	Jul 1, 2024	ClearGov Setup Services
<b>Pro-Rata</b>	Jul 1, 2024	Sep 30, 2024	ClearGov Subscription Services
<b>Initial</b>	Oct 1, 2024	Sep 30, 2029	ClearGov Subscription Services


To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2024	\$ -	One Time Setup Fee
Jul 1, 2024	\$ 10,625.00	3 Month Pro-Rata Subscription Fee
Oct 1, 2024	\$ 42,500.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions		
<b>Valid Until</b>	<b>Jun 30, 2024</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the date of invoice.
<b>Initial Period Rate Increase</b>	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
<b>Rate Increase</b>	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
<b>Customer Satisfaction Guarantee</b>	During the first one hundred twenty (120) days of the Service Period, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
<b>Appropriations</b>	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
<b>Auto-Renewal</b>	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an <b>"Annual Term"</b> ), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	

ClearGov, Inc.	
<b>Signature</b>	
<b>Name</b>	Bryan A. Burdick
<b>Title</b>	President

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

Customer Upgrades (ClearGov internal use only)			
<b>This Service Order is a Customer Upgrade</b>	No	<b>If Yes: Original Service Order Date</b>	

# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

## PUBLIC WORKS

**To: Mayor and Town Council**

**From: Carrie Jones, Public Works Director**

**Through: Mario Canizares, Town Manager  
Chuck Ewings, Assistant Town Manager**

**Re: Authorize Purchase of MTUs/DCUs**

**Town Council Meeting – June 25, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to approve the purchase of meter transmission units (MTUs), data collector units (DCUs) and related meter parts for use with water meters from Aclara Technologies, LLC, in the amount of \$150,000.

**Description of Agenda Item:**

The Town utilizes Aclara Technologies meter transmission units and data collector units on water meters to transmit real-time information regarding the water use of individual customers. As meters are installed these units are included and existing stock is beginning to run low. These items are considered routine in nature and occur every year.

These units are sole source items since the Town has selected this specific technology for transfer of data to the Town's billing system. If approved, this will ensure the availability of these items through the remainder of the fiscal year.

**Budget Impact:**

The total cost for these items throughout the fiscal year is \$150,000 and is provided for in the existing utility budget and funded by meter set fees. The cost will be charged to account 200-5545-50-02.

**Attached Documents:**

1. Sole source letter

**Town Staff Recommendation:**

Town Staff recommends Town Council authorize the purchase of meter transmission units (MTUs) and data collector units (DCUs) for use with water meters from Aclara Technologies, LLC, in the amount of \$150,000.



**Proposed Motion:**

I move to authorize the purchase of meter transmission units (MTUs) and data collector units (DCUs) and related meter parts for use with water meters from Aclara Technologies, LLC, in the amount of \$150,000.



77 West Port Plaza, Suite 500  
St. Louis, MO 63146  
www.Aclara.com

314.895.6425

January 4, 2024

Chris Landrum  
Town of Prosper  
121 W. Broadway  
Prosper, TX 75078

Subject: Aclara's Sole Source Statement Aclara Fixed Network System

Dear Chris:

This letter is to confirm that Aclara Technologies LLC is the sole manufacturer of the Aclara® Fixed Network Advanced Metering Infrastructure System which is currently installed throughout the Town of Prosper's service territory.

The Aclara Fixed Network Advanced Metering Infrastructure System, its Meter Transmission Unit (MTU) and Data Collector Unit (DCU) are proprietary products of Aclara which are not compatible with any other Advanced Metering Infrastructure System. MTU Part #'s but not limited to:

- 3451-012-XB - Series 3450 Water MTU Single Port, Meter Alarms, Bare Wire, Standard range
- 3451-103-DB - Series 3450 Water MTU Single Port, Nicor Connector, Standard range
- 3451-103-DBW-A - Series 3450 Water MTU Single Port, Nicor Connector, Extended range
- 3452-103-DBW - Series 3450 Water MTU Dual Port, Nicor Connector, Extended range

We look forward to the opportunity to continue to support Town of Prosper with our Aclara® products.

Should you have any questions or require additional information regarding this matter, please feel free to contact Sherri Morrison by telephone at (314) 895-6503 or by email at [smorrison@hubbell.com](mailto:smorrison@hubbell.com).

Sincerely,

*Sherri L Morrison*

Sherri L. Morrison  
Senior Contracts Administrator

CC: Tyler Simpson



## POLICE DEPARTMENT

**To: Mayor and Town Council**

**From: Bryan Golden, Lieutenant**

**Through: Mario Canizares, Town Manager  
Doug Kowalski, Chief of Police**

**Re: In-Car Video System Purchase**

**Town Council Meeting – June 25, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to approve the purchase of nine (9) Motorola In-Car Video Systems (MVRs) from Motorola Solutions, Inc. for Police Department Patrol Vehicles for \$78,044.

**Description of Agenda Item:**

We are requesting Council approval of purchase orders to Motorola Solutions, Inc. for the purchase of (9) nine Motorola In-Car Video Systems utilizing Texas DIR Contract TSO-4101.

The estimated amount for the purchase is \$78,044.40.

**Budget Impact:**

Funding was approved and is available in the FY24 budget from Police Department Capital Expenditures – Vehicles account 100-6160-20-01.

**Attached Documents:**

1. Motorola Solutions, Inc. Quote - #2573934
2. Texas DIR Contract TSO-4101

**Town Staff Recommendation:**

Town Staff recommends the Town Council authorize the Town Manager to approve the purchase of nine (9) Motorola In-Car Video Systems (MVRs) from Motorola Solutions, Inc. for Police Department Patrol Vehicles for \$78,044.

**Proposed Motion:**

I move to authorize the Town Manager to approve the purchase of nine (9) Motorola In-Car Video Systems (MVRs) from Motorola Solutions, Inc. for Police Department Patrol Vehicles for \$78,044.

Billing Address:  
PROSPER POLICE DEPT, TOWN  
OF  
P O BOX 307  
PROSPER, TX 75078  
US

Quote Date:03/22/2024  
Expiration Date:06/20/2024  
Quote Created By:  
Blake Galloway  
Regional Sales Manager  
Blake.Galloway@  
motorolasolutions.com  
214-551-2709

End Customer:  
PROSPER POLICE DEPT, TOWN OF

Contract: Texas DIR-TSO-4101  
Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
M500							
1	WGW00502	0854	M500 EXTENDED WARRANTY	9	5 YEAR	\$1,215.20	\$10,936.80
2	WGP02225-230-KIT2	0851	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	9		Included	Included
3	WGW00122-303	0840	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	9		\$166.40	\$1,497.60
4	WGB-0708A	0851	M500 ICV SYSTEM W/RCAM V300 WIFI DCK,SPS	9		\$6,315.00	\$56,835.00
Vigilant							
5	DDN3420A	0669	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$0.00	\$0.00
6	TT4131A	0693	M500 BASIC LPR ANNUAL SERVICE FEE	9		\$0.00	\$0.00
VideoManager EL & EX: Video Evidence Management							
7	WGP02400-510	0853	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM	9	5 YEAR	\$975.00	\$8,775.00



Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
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ANNUAL LICENSE &  
SUPPORT FEE

Grand Total

**\$78,044.40(USD)**



[Home](#) > [Explore DIR Contracts](#)

Contract Number

# DIR-TSO-4101

Contract Term Date: **07/22/24** ⓘ

Contract Expiration Date: **07/22/24** ⓘ

### Vendor Information

**[Motorola Solutions, Inc.](#)**

Vendor ID: **1361115800000**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-426**

Contract Status: **Active**

### VENDOR CONTACT:

[Marty Saucedo](#) ↗

Phone: (210) 237-2936

[Vendor Website](#) ↗

### DIR CONTACT:

[Tiffanay Waller](#) ↗

Phone: (512) 475-4962

## Contract Overview

This contract offers Motorola branded products and related services. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. • DIR has extended this Contract through July 22, 2024.

## Contract Details & Ordering Information

### Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

### Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Hardware
- Software
- Technical Services

### MORE INFORMATION

[Vendor Website](#) ↗

Visit this Vendor's website to view the latest product, service, and pricing information.

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Learn about the ways to [buy through DIR](#), [eligibility](#), and [tips for finding what you need](#).

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[Search our 700+ contracts](#) to find one that offer the products or services you need.

## 3

Order from the Vendor. DIR's discounts are a starting point—negotiate further to save more! See [tips for procurement professionals](#).

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300 W. 15th Street  
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Austin, TX 78701  
512-475-4700

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## PARKS AND RECREATION

**To: Mayor and Town Council**

**From: Whitney Rehm, Budget Officer & Grants Administrator**

**Through: Mario Canizares, Town Manager  
Robyn Battle, Executive Director**

**Re: 2024 Collin County Project Funding Assistance Program Grant Applications**

**Town Council Meeting – June 25, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon a resolution authorizing the Town Manager, and/or his/her designee, to apply for three 2024 Collin County Project Funding Assistance Program Grants for the Pecan Grove Trail, Raymond Community Park Trail, and Whitley Place Pavilion projects, and approve the authorization to accept the three 2024 Collin County Project Funding Assistance Program Grants, if awarded.

**Description of Agenda Item:**

The Collin County Parks Foundation Advisory Board administers the Project Funding Assistance Program and grant funds are awarded according to the priorities set forth in the Collin County Parks and Open Space Strategic Plan. The Program has been in place since 1999. In 2023, Collin County Citizens approved a \$20 million bond proposition for Parks and Open Space. Over a 5-year (2024-2028) period, Collin County will make these funds accessible to eligible applicants within the county through an application process.

The Project Funding Assistance Program is a reimbursement program. All applications must show dollar for dollar match in funds comprised of either direct cash contribution, match based on value of land to be improved, donated labor, material or in-kind services for the project to be considered.

The first of the three grant applications is to help fund a new section of 10-foot-wide concrete hike and bike trail along the west side of La Cima Blvd. between Limestone and Amistad Drives. The project will complete a loop trail around the north area of Pecan Grove Park.

The second of the three grant applications is for funding to construct a 10-foot-wide concrete hike and bike trail along the west and north sides of Raymond Community Park. The trail will provide an important connection between neighborhoods on the east and west sides of the park.

The third of the grant applications is for a new pavilion adjacent to the existing hike & bike trail on undeveloped parkland in the Whitley Place neighborhood.

These grants will be funded at approximately 50%. The Town of Prosper will be responsible for initially funding the trail and pavilion construction out of Park Development Fees in the FY 2024-2025 budget, and Collin County will reimburse the Town of Prosper after completion of construction.

These grant applications were reviewed and approved by the CIP Sub-committee at their May 21, 2024, meeting.

**Budget Impact:**

The total grant funds requested for the three grants will be \$620,000. The cost share is approximately 52% Town funds/48% County funds, with an estimated Town commitment of \$695,050 and will be funded from Park Development Fees in the FY 2024-2025 budget.

The overall estimated cost of the Pecan Grove trail section project is \$248,798. The Town is asking for \$120,000 in matching grant funds. Matching dollars for this project are available in Park Development Fees in the FY 2024-2025 budget.

The overall estimated cost of the Raymond Community Park trail project is \$848,122. The Town is asking for \$400,000 in matching grant funds. Matching dollars for this project are available in Park Development Fees in the FY 2024-2025 budget.

The overall estimated cost of the Whitley Place Meadow pavilion project is \$218,130. The Town is asking for \$100,000 in matching grant funds. Matching dollars for this project are available in Park Development Fees in the FY 2024-2025 budget.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

**Attached Documents:**

- 1. Solicitation
- 2. Resolution

**Town Staff Recommendation:**

Town staff recommends the Town Council approve a resolution authorizing the Town Manager, and/or his/her designee, to apply for three 2024 Collin County Project Funding Assistance Program Grants for the Pecan Grove Trail, Raymond Community Park Trail, and Whitley Place Pavilion projects, and approve the authorization to accept the 2024 Collin County Project Funding Assistance Program Grants, if awarded. A future budget amendment will be requested to account for the grant income and to allocate funding for this project.

**Proposed Motion:**

I move to approve a resolution authorizing the Town Manager, and/or his/her designee, to apply for three 2024 Collin County Project Funding Assistance Program Grants for the Pecan Grove Trail, Raymond Community Park Trail, and Whitley Place Pavilion projects, and approve the authorization to accept the three 2024 Collin County Project Funding Assistance Program Grants, if awarded.

# Project Funding Assistance Program

The Collin County Parks Foundation Advisory Board administers the Project Funding Assistance Program and grant funds are awarded according to the priorities set forth in the [Collin County Parks and Open Space Strategic Plan \(Strategic Plan\)](#), being:

- 1-Land Acquisition for Parks and Open Space**
- 2-Regional Trail Connector or Trail Project**
- 3-Facilities (Capital) Improvements for Parks and Open Space.**

The Program has been in place since 1999 when Collin County citizens approved a \$5.75 million bond proposition for Parks and Open Space. In 2001, those funds were used to create the Strategic Plan and assisted with the advancement of 33 projects for 25 different entities over a 3-year period.

In 2003, the citizens approved an \$11 million bond proposition for Parks and Open Space that allowed an already successful program to expand. These funds supported the development of 45 projects for 29 different entities over a 5-year period.

In 2007, the citizens approved a \$17 million bond proposition for Parks and Open Space of which these funds assisted with 95 projects for 28 different entities over a 7-year period.

In 2012, the Collin County Commissioners Court adopted the county's first [Regional Trail Master Plan \(RTMP\)](#). The RTMP is intended to provide coordination and connectivity of trails between cities and towns for the development of a countywide system of trails. Many of Collin County's cities and towns have since adopted their own Trail Plans and some can be viewed below.

<a href="#">City of Allen</a>	<a href="#">City of Garland</a>	<a href="#">City of Princeton</a>
<a href="#">City of Anna</a>	<a href="#">City of Lavon</a>	<a href="#">Town of Prosper</a>
<a href="#">City of Carrollton</a>	<a href="#">City of Lucas</a>	<a href="#">City of Richardson</a>
<a href="#">City of Celina</a>	<a href="#">City of McKinney</a>	<a href="#">City of Sachse</a>
<a href="#">Town of Fairview</a>	<a href="#">City of Melissa</a>	<a href="#">City of Van Alstyne</a>
<a href="#">City of Farmersville</a>	<a href="#">City of Parker</a>	<a href="#">City of Wylie</a>
<a href="#">City of Frisco</a>	<a href="#">City of Plano</a>	

In 2018, Collin County Citizens approved a \$10 million bond proposition for Parks and Open Space of which these funds assisted with 44 projects for 22 different entities over a 5-year period. You can view a list of 2019-2023 funded projects [here](#). You can also select a completed project below to see photos.

City of Allen Land Acquisition of Molsen Farm	City of Celina Land Acquisition of Bonfire Properties	City of Josephine City Park
City Of Josephine Splash Pad	City of Melissa Throckmorton Road Trail Connection	Myers Park Fence
Town of New Hope Pat Fowler Park	City of Plano Legacy Trail (Means Dr.-Penelope Ln)	City of Plano Preston Ridge Trail Connector
City of Princeton Crossroads Park Phase 1B	Town of Prosper Whitley Place Powerline Easement Trail	City of Richardson Breckinridge Park Trail Connections
City of Wylie Twin Lakes Park Trail		

In 2023, Collin County Citizens approved a \$20 million bond proposition for Parks and Open Space. Over a 5-year (2024-2028) period, Collin County will make these funds accessible to eligible applicants within the county through an application process.

The Project Funding Assistance Program is a reimbursement program. All applications must show dollar for dollar match in funds comprised of either direct cash contribution, match based on value of land to be improved, donated labor, material or in-kind services for the project to be considered. *(Under special circumstances, at the recommendation of the Parks Foundation Advisory Board, and approval by the Commissioners Court, a direct payment may be made in lieu of reimbursement.)*

Eligible applicants must be a 501(C) (3) tax exempt organization, nonpolitical group, or any unit of local government including municipalities and school districts. Faith based organizations are eligible to apply as long as the improvement is open to the public and only used as a park and/or open space.

Proposed project goals must be similar to and support or advance the mission published in the Strategic Plan. The [executive summary](#) of that plan is available to help guide applicants. If needed, the entire Strategic Plan document can be provided upon request by emailing [openspace@collincountytx.gov](mailto:openspace@collincountytx.gov).

## Timeline for 2024 Funding Program

**Monday, April 1, 2024:** Seek Commissioners Court approval of timeline

**Week of April 8, 2024:** Dissemination of a Press Release

**Week of April 8, 2024:** Electronic Distribution of Application Packet

**Monday, July 8, 2024:** Application Submittal Deadline by 4 p.m. and must be emailed to [openspace@collincountytx.gov](mailto:openspace@collincountytx.gov)

**August-September 2024:** Review by Parks Foundation Advisory Board

**October 2024:** Submit Funding Recommendation to Commissioners Court

**October-December 2024:** Entities enter into Interlocal or Funding Agreements with Collin County

## Submitting Application

**2024 Applications, and all supporting documents, should be submitted by email to [openspace@collincountytx.gov](mailto:openspace@collincountytx.gov) no later than 4 p.m. on July 8, 2024.**

Applications received after the submittal deadline, established by Commissioners Court, will not be considered by the Parks Foundation Advisory Board.

**Below is a list of required items to be submitted with the Project Funding Assistance Program Application. Many of the requirements listed have examples available to use as a guide.**

1. **Application:** The application is a three page fillable document.
  - **Applicant and Project Information:** Please ensure that the person listed as the Authorized Project Representative is the individual that will be in contact with the County Staff and the Board for the duration of the application review through project completion, if awarded.
  - **Project Costs and Elements:** Include backup indicating how the project costs and match were determined. Provide proposals, contracts, appraisals for land acquisitions, etc. An Excel Spreadsheet can be substituted for this form.
  - **Authorized Signature:** Please ensure that the individual signing on page 3 has contract signing authority for your entity.

The Authorized Project Representative and the Authorized Signatory do not have to be the same person, and most cases will not be.

2. **Resolution:** A signed copy of an approved resolution by the governing body for the entity presenting the application must be submitted.
3. **Project Narrative:** The narrative should include all of the following points and be clear and concise.
  - **Project Description:** Describe how your project addresses recommendations made in the Strategic Plan. Describe the elements for which assistance is requested. If land is to be acquired, explain how it will be acquired (by purchase, donation, condemnation, dedication by plat, or any combination of methods) and include the acreage of the land. If funding for capital improvements is requested, specify what facilities are to be built, renovated, demolished or removed. Describe if you intend to construct the improvements by contract, through force account, in-kind services, with assistance of other governmental entities, through volunteer efforts or any combination of these methods. Describe any plans to make this an on-going program.
  - **Objectives and Need for Project:** Briefly describe the recreational needs that are trying to be met and why they are needed. Give a brief history of the project and describe who will benefit. Explain how the project relates to current and future needs within the project service area. Please acknowledge that upon completion of the project, the park or proposed improvements will be accessible to all Collin County residents and meet ADA compliance. Address how the project will impact the conservation of natural resources, i.e., natural areas, wetlands, open space and view sheds, areas vulnerable to development, greenbelts and linkages, and environmental impact. Be sure to address any unique or innovative features, special land uses, planning, or community involvement.
  - **Funding Mechanisms:** Explain the method(s) for financing the project, include all matching funds (in-kind, donations, grants, city bonds) and relationships. Describe any relationship between the proposed project and the other work planned, anticipated or underway or previous governmental grants or assistance related to the proposed project. Describe any non-traditional funding methods. It is preferred that dollar for dollar matching funds be available at the time application is made. If not, there must be reasonable expectation of matching funds within six months from the time Commissioners Court approves funding for the project. *It is important to indicate if the project within this application will move forward regardless if the Board awards funds towards it or not.*
  - **Project Schedule:** Provide a detailed project action plan for completion of the proposed project. For planning purposes, the project should commence within six months of the executed ILA or Funding Agreement. *If funded, an updated progress report will be required to be submitted by the end of each quarter. (March, June, Sept, Dec.)*
  - **Implementation and Maintenance:** Describe who will oversee the project and who will be responsible for maintaining the completed project area, include level of expertise and how the project will be operated and maintained.
4. **Location Maps, Site Photos, Project Sketches, etc.:** Applicant must show accurate location of proposed project by including either the address or the Property ID information from Collin County Central Appraisal District. Please provide detailed visuals pertinent to the project including zoomed out aerials to show where the parcel(s) are located and

zoomed in to the specific parcel(s) with north arrow included. Indicate clear connections how it will tie into the RTMP and your own Trail Plan if one has been adopted. If proposed project is not on the RTMP, please indicate this. Make it easy for anyone looking at the information to understand exactly what it is you are proposing to do and where.

5. **Letters of Commitment:** Provide letters of commitment for all services, cash, labor, equipment, and materials that will be used as a match for the project. If this is a land acquisition, a Letter of Commitment or a Contract must be in place between the applicant and the landowner at the time the application is submitted. A copy of such agreement is required to be included in your application packet.
6. **Evidence of Non-Profit Status:** Applicants, other than public agencies, must provide evidence of their non-profit status.

## Approval Process

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The Parks Foundation Advisory Board will review applications that are submitted prior to the approved deadline. The decision to recommend or not recommend an application for funding will be determined by how well the project meets the application criteria in the opinions of the members of the Parks Foundation Advisory Board and the amount of funds available to award.

If a two-thirds (2/3) majority of the Parks Foundation Advisory Board accepts the proposal as complete, finds that it satisfies the review criteria and determines that adequate funds are available, they will submit the proposals along with their recommendations to Commissioners Court for consideration. The final decision to approve or reject the recommendation will be at the discretion of Commissioners Court. If Commissioners Court approves the recommendation, funds will be awarded. Prior to commencement of the Project, an Interlocal or Funding Agreement must be executed between all involved parties.

## Interlocal Agreement (ILA) or Funding Agreement

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Upon the Commissioners Court's approval of the Board's recommendations of funding awards, Collin County will initiate an Interlocal or Funding Agreement with each awarded entity. This agreement will need to be approved and signed by the entity and then returned to Collin County for final execution by Commissioners Court. Once fully executed, a copy will be returned to the respective entities and project funding can begin at that time.

# Payment of Funds

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Funds will be made available as reimbursement for approved project expenses. Expenses incurred prior to full execution of the Interlocal or Funding Agreement are not eligible for reimbursement.

Reimbursement requests can be submitted any time after the ILA or Funding Agreement has been executed and funds have been spent. The project does not need to be complete to request reimbursement and multiple reimbursements can be made until completion of project.

To submit for reimbursement, please email the following items to [openspace@collincountytx.gov](mailto:openspace@collincountytx.gov)

- Invoice from entity to Collin County with indication of what money was spent on, how much was spent, and how much of that is being requested as reimbursement.
- Itemized list of expenditures.
- Proof of payment from entity to Vendor.

Examples of reimbursement requests can be found [here](#).

# Right to Reallocate Funds

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It is the responsibility of the Parks Foundation Advisory Board to actively monitor the progress of approved projects. If the Parks Foundation Advisory Board determines that an approved project is not likely to come to fruition within a responsible length of time or the scope of project has changed considerably, the project applicant may be given an opportunity to submit a revised proposal for consideration. Based on the merits of the revised proposal, the Parks Foundation Advisory Board may vote to request the Commissioners Court reallocate the funds for use of the revised project. If Commissioners Court approves the reallocation of funds, a new Interlocal or Funding Agreement must be executed between all involved parties prior to commencement of the revised project.

For general questions, or to be added to the distribution list for future funding information, send an email to [openspace@collincountytx.gov](mailto:openspace@collincountytx.gov) with name, entity, address, phone number and email address.



## TOWN OF PROSPER, TEXAS

## RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE 2024 COLLIN COUNTY PARKS AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Prosper finds it in the best interests of the citizens of the Town of Prosper ("Town") that the Town submit a grant application for the 2024 Collin County Parks and Open Space Project Funding Assistance Program for the 2025 fiscal year; and

**WHEREAS**, the Town agrees to provide applicable matching funds for said project as required by the Collin County Parks and Open Space Project Funding Assistance Program grant application; and

**WHEREAS**, the Town agrees that in the event of the loss or misuse of the funds from the Collin County Parks and Open Space Project Funding Assistance Program, the Town assures that the funds will be returned to the Collin County Parks and Open Space Project Funding Assistance Program in full; and

**WHEREAS**, the Town designates the Budget Officer & Grants Administrator as the grantee's authorized official and the authorized official is hereby authorized to apply for, accept, reject, alter, or terminate the grant on behalf of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:**

**SECTION 1**

The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2**

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the 2024 Collin County Parks and Open Space Project Funding Assistance Program.

**SECTION 3**

This Resolution shall be effective from and after its passage by the Town Council.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2024.**

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**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**



## PARKS AND RECREATION

**To: Mayor and Town Council**

**From: Dan Baker, Parks and Recreation Director**

**Through: Mario Canizares, Town Manager  
Robyn Battle, Executive Director**

**Re: Professional Services Agreement for Downtown Park Design and Construction Documents**

**Town Council Meeting – June 25, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc. and the Town of Prosper, Texas, for design services and preparation of construction documents for the Downtown Park Project (Project #2319-PK) for \$105,700.

**Description of Agenda Item:**

This project involves development of construction documents based on the approved master plan for the Downtown Park, located at Broadway and Parvin Street. Teague Nall and Perkins, Inc. was the firm that prepared the master plan for the Town. Survey work, bidding assistance and preparation of as-build drawings are additional services included in this agreement.

Park amenities will include a walking trail, picnic tables, benches, and a playground. The CIP Subcommittee and Parks and Recreation Board have approved this scaled back design to keep the park for more passive recreational use.

**Budget Impact:**

The total cost of services is \$105,700. Funding for this contract is available in account 750-5410-10-00-2319-PK.

Total project budget including design is \$800,000. Design costs are being deducted from this amount leaving \$694,300 remaining for construction.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Services Agreement as to form and legality.

**Attached Documents:**

1. Professional Services Agreement
2. Preliminary Schedule
3. Park location map

**Town Staff Recommendation:**

Town Staff recommends the Town Council authorize the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc. and the Town of Prosper, Texas, for design services and preparation of construction documents for the Downtown Park Project (Project #2319-PK) for \$105,700.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc. and the Town of Prosper, Texas, for design services and preparation of construction documents for the Downtown Park Project (Project #2319-PK) for \$105,700.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP  
FOR THE DOWNTOWN PARK PROJECT (PRJ# 2319-PK)**

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and Teague Nall and Perkins, Inc. (TNP), a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **PROSPER DOWNTOWN PARK Project (PRJ# 2319-PK)**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **One-Hundred-Five-Thousand-Seven-Hundred Dollars (\$105,700)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

**IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.**

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

TNP  
 Nicholas Nelson, Director  
 5237 N. Riverside Drive  
 Fort Worth, TX 76137  
 nnelson@tnpinc.com

Town of Prosper  
 Mario Canizares, Town Manager  
 PO Box 307  
 Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto:mcanizares@prospertx.gov)

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. 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 E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled

to recover its reasonable costs and attorney’s fees (including its reasonable costs and attorney’s fees on any appeal).

19. **“Anti-Israel Boycott” Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 14th day of March, 2024

TNP

TOWN OF PROSPER, TEXAS



By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Nicholas Nelson  
Printed Name

Mario Canizares  
Printed Name

Director of Landscape Architecture  
Title

Town Manager  
Title

April 19, 2024  
Date

\_\_\_\_\_  
Date



## EXHIBIT A SCOPE OF SERVICES

### PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP FOR THE DOWNTOWN PARK PROJECT (PRJ# 2319-PK)

#### I. PROJECT DESCRIPTION

Design of improvements, as listed below, for a three-acre park site in Prosper, Texas with an estimated construction budget of \$700,000 to include these park elements:

1. An 8' wide concrete loop trail that goes around the pond
2. Aquatic plantings
3. Canopy Trees
4. Historical Site Signage
- ~~5. Ornamental Trees~~
6. Traffic Control Boulders
7. Double-sided Park Sign
8. Drinking Fountain
9. Benches with backs
10. Stone benches pondside on the hill
11. Trash Receptacles
12. 6' wide sidewalk around playground
13. Pet waste receptacles
14. Bicycle rack
15. Picnic tables
16. Playground
17. Sod
18. Irrigation for trees only

#### II. TASK SUMMARY

##### Task 1 – Boundary and Topo Survey

###### Boundary Verification

- A. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- B. Title research and deeds obtained of the subject property and the adjoining property owners.
- C. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
- D. A boundary analysis of the property will be made by a Registered Professional Land Surveyor to establish the existing right-of-way.
- E. A Property base will be prepared.

**Deliverable** = Existing Property Base of the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

### **Topographic Survey**

- A. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- B. Establish vertical benchmarks as needed throughout the project.
- C. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
- D. Visible utilities such as power poles, manholes and valves will be located.
- E. The property lines identified by the Boundary Verification will be incorporated into the topo.
- F. Invert information will be collected for Storm Utilities and Sanitary Sewer Utilities if present on site.
- G. Locate trees 6" and up.

**Deliverable:** Topographic drawing only in digital format showing 1foot contour intervals and the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

### **Task 2 – Subsurface Utility Investigation**

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

- A. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
  - Quality Level D (QL-“D”) – Generally QL-“D” indicates information collected or derived from research of existing records and/or oral discussions.
  - Quality Level C (QL-“C”) - Generally QL-“C” indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-“D” information. Incorporates QL-“D” information. (Limited in this scope, this scope is to cover underground utility crossings)
  - Quality Level B (QL-“B”) – Generally QL-“B”, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-“D” & QL-“C” information.
  - Quality Level A (QL-“A”) - Generally QL-“A”, also known as “locating”, indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-“D” QL-“C” & QL-“B” information.
1. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
2. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However,

the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.

3. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
4. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
5. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
6. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
7. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

**Deliverable:**

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

- A. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the following areas:

1. The park area bound by N Church St to the West, Parvin St to the East and FM 1193 to the South, a total of 3.1 acres.

This work includes:

1. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.

2. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectable indications of the location of anticipated subsurface utilities.
3. Marking all locations that can be validated, using paint, flags or other devices.
4. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
5. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.

### **Task 3 – Replat**

Prepare a Replat of a portion of an alley, a portion of East 5th Street along with all of Block 18, Lots 1-12 of the Bryants Addition recorded in Volume 116, Page 162 of the deed Records of Collin County, Texas into one (1) Parkland Lot.

- A. Utilizing the Property Base Prepare, submit and process a Final Plat through the Town of Prosper, Texas. Coordinate the clearing of comments necessary for the approval/filing of the plat.
- B. The final plat and associated data shall be prepared in accordance with Town of Prosper criteria.
- C. Work with the engineer on all revisions as necessary.
- D. After Plat is filed of record and at the completion of construction Teague Nall and Perkins will set all lot corners with a 5/8-inch iron rod and cap stamped "TNP" where necessary.

### **Task 4 – 50% Construction Documents**

Develop the approved Master Plan drawing according to the list above with park elements shown to scale on pdf sheets:

- A. **Landscape Plans** showing plant materials and callouts
- B. **Hardscape Plans** showing flatwork and site amenities located on the site
- C. **OPCC** - Perform quantity take off and submit opinion of probable construction cost.
- D. **Rendering:** Update the renderings to exclude future phase items
- E. **Site Plan** showing site data, layout, and notes as necessary to define the proposed improvements.
- F. **Grading and Drainage Plans**
  - a. Review and research previously prepared construction plan record documents and other pertinent information related to proposed improvements.
  - b. Evaluate the site drainage. The drainage evaluation will be limited to the general drainage pattern for the proposed improvements to provide positive drainage. Prepare schematic level drainage improvement layout. Detailed grading and drainage improvements will not be prepared at this stage.
  - c. Meet with Town staff to discuss and review the concept plan.

### **Task 5 - 90% Construction Documents**

Park elements listed above shown and dimensioned on pdf sheets:

- A. **Landscape Plans** showing plant material, details, notes, and specifications
- B. **Hardscape Plans** showing layout of flatwork and site amenities with dimensions and details
- C. **Irrigation Plans** for trees showing irrigation equipment details, notes, and specifications
- D. **OPCC** - Perform quantity take off and submit opinion of probable construction cost.
- E. **Site, Grading, & Drainage Plans**

The CONSULTANT will incorporate necessary changes and produce a plan set as follows:

- a. **General Notes Sheet:** A general notes sheet will be prepared to include Town standard general notes and any applicable general notes by the Consultant.
- b. **Topographic Survey Sheet** *(to be provided by TNP)*: A topographic sheet will include the existing improvements including existing contours. Horizontal and vertical control points will be shown including datum information.
- c. **Site Demolition/Erosion Control Plan:** A combined site demolition and erosion control plan will be prepared identifying site features to be removed and/or relocated. There will be no demolition plan if there are no existing improvements to be removed within the proposed improvements. If utility relocation is required within the limits of improvement, this service will be provided as part of an additional service. Any necessary relocation of electrical, telephone, or gas will be covered by general notes. The plan will identify the temporary erosion control devices needed for this site. A project specific SW3P is not anticipated and shall be the responsibility of the contractor.
- d. **Site Plan:** A site plan will be prepared which will include the following information:
  1. Site data, site layout, callouts, and notes as necessary to define the proposed improvements.
  2. Areas of proposed pavement. Pavement section designs will be based Town of Prosper design standards.
- e. **Paving Plan /Dimension Control Plan:** A paving and dimension control plan showing:
  1. Site data, site layout, dimensions, callouts, and notes as necessary to define the horizontal location of the proposed improvements.
  2. A computer-generated horizontal control point table will include all elements of the site, including pavement corners, curve data, and any necessary elements requiring precise control for the playground, trail, and other surface features.
  3. Areas of proposed pavement. Pavement section designs will be based Town of Prosper design standards.
- f. **Grading Plan:** A grading plan will be prepared showing proposed site and paving elevations to include existing contours, essential proposed contours, and spot elevations.
- g. **Drainage Plan:** A drainage plan will be prepared showing proposed drainage improvements for the playground. This plan will include additional inlets if required to collect surface drainage. The plans will not include profiles of storm sewer lines or storm sewer inlet/pipe calculations. A drainage area map will not be provided with this project. It is assumed that the existing pond and sewer system has capacity to receive flows from this project and that the record drawings for the existing storm sewer system surrounding the proposed park site include hydraulic calculations which will be reviewed as part of the storm sewer design.
- h. **Detail Sheets:** To include applicable paving, drainage, and erosion control details.
- i. Identify and prepare technical specifications for items not covered by the Town standard specifications and NCTCOG standards specifications.
- j. Prepare bid proposal of applicable pay items for contractor to fill/present bid prices. It is understood that the Town will prepare the contract book.

- k. Meet with Town staff to review comments.

### **Task 6 – 100% Construction Documents**

Upon receipt of Town review comments on the 90% plans, CONSULTANT will incorporate necessary changes and produce final (100%) bid documents. The bid documents will include final signed and sealed construction plans.

- A. **Landscape Plans** showing plant material and details
- B. **Irrigation Plans** for trees showing irrigation equipment and details
- C. **Hardscape Plans** showing layout of flatwork and site amenities with dimensions and details
- D. **Site, Grading, & Drainage Plans** - showing proposed site plan, paving elevations to include existing contours, essential proposed contours, and spot elevations.
- E. **TDLR Plan Review** and Inspection by Registered Accessibility Specialist.

### **Task 7 – Bid and Construction Phase Services**

- A. The Town will be responsible for advertisement of the project in the Local Paper and uploading plans to online bidding platform. The CONSULTANT will:
  - 1. Answer RFIs
  - 2. Prepare addenda as needed
  - 3. If needed, provide a post-bid conformance set to the Town.
- B. If required by Town, provide construction observation services to clarify design concepts or assist with solutions needed to overcome obstacles in construction or to study and evaluate possible practical alternative solutions. Up to two (2) site visits are included in the scope of services.
- C. Clarifications and Interpretations: Issue clarifications and interpretations of the Contract documents to Town as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by Town.
- D. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Document and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction.
- E. Prepare and deliver to the Town electronic copies of As-Built drawings in AutoCAD and PDF based on field changes made during construction and any notes or marked up plans provided by the Contractor.

### **Assumptions, Exclusions, and Additional Services:**

The intent of this scope of services is to include only the services specifically listed herein. Services specifically **excluded** from this scope of services include, but are not necessarily limited to the following:

- 1. Geotechnical Engineering
- 2. The storm drain plans will not include profiles of storm sewer lines or storm sewer inlet/pipe calculations;
- 3. Preparation of contract book for bidding. It is understood that the Town will prepare the contract book and provide front end documents. Consultant will provide bid tab and specs;
- 4. This project will be designed and constructed as a single phase. Should phasing of the construction plans be requested, this can be provided as an additional service;
- 5. Irrigation design of any turf or shrub areas
- 6. Any permitting, submittals, or revisions in relation to the dam with TCEQ or any other agency
- 7. Any TxDOT permitting, submittals, coordination, or Multiple Use Agreement (MUA).
- 8. Future items shown on the Master Plan but excluded from this phase of work such as decks, docks, grills, pickleball courts, gazebos, parking areas, etc.
- 9. Illumination (Lighting) or Electrical Design;

10. Electrical, gas, or any other franchise utility design;
11. Marketing Exhibits;
12. CLIENT requested revisions to the proposed layout occurring after start of 90% design;
13. Preparation of Traffic Control Plans, if needed, shall be provided by Contractor;

**III. DELIVERABLES**

Task 1 - Survey	Topo Survey
Task 2 - Subsurface Utility Investigation	Up to Level "B" Subsurface Utility Investigation
Task 3 – Replat	Replat
Task 4 – 50% CDs	50% Construction Documents
Task 5 – 90% CDs	90% Construction Documents and Specifications
Task 6 – 100% CDs	Signed and sealed bid-ready pdf drawings
Task 7 – Bid & Construction Phase Services	Answered RFIs, Submittal Reviews, Punch List



**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP  
FOR PROSPER DOWNTOWN PARK PROJECT (PRJ# 2319-PK)**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion</b>	<b>Compensation</b>
Notice-to-Proceed	May 15, 2024	\$0
Task 4 - 50% CDs	July-Aug 2024	\$17,900
Task 5 - 90% Design	Sep-Oct 2024	\$19,600
Task 6 – 100% CDs	Nov-Dec 2024	\$18,000
Task 7 – Bid & Construction Phase Services	Jan 2025-May 2025	\$12,600
<b>Total Compensation</b>		<b>\$68,100</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
Task 4 – 50% CDs	\$17,900
Task 5 - 90% CDs	\$19,600
Task 6 - 100% CDs	\$18,000
Task 7 - Bid & Construction Phase Services	\$12,600
<b>Total Basic Services:</b>	<b>\$68,100</b>

<b>Special Services</b>	<b>Amount</b>
Task 1 - Survey ( <i>Boundary: \$7,500, Topo: \$11,500</i> )	June 2024 \$19,000
Task 2 - Subsurface Utility Investigation	June 2024 \$9,200
Task 3 – Replat	July 2024 \$6,500
<b>Total Special Services:</b>	<b>\$34,700</b>

<b>Direct Expenses</b>	<b>Amount</b>
Printing/ Mileage	\$2,900
<b>Total Direct Expenses:</b>	<b>\$2,900</b>

## EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

**E. ACCEPTABILITY OF INSURERS**

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

**F. VERIFICATION OF COVERAGE**

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

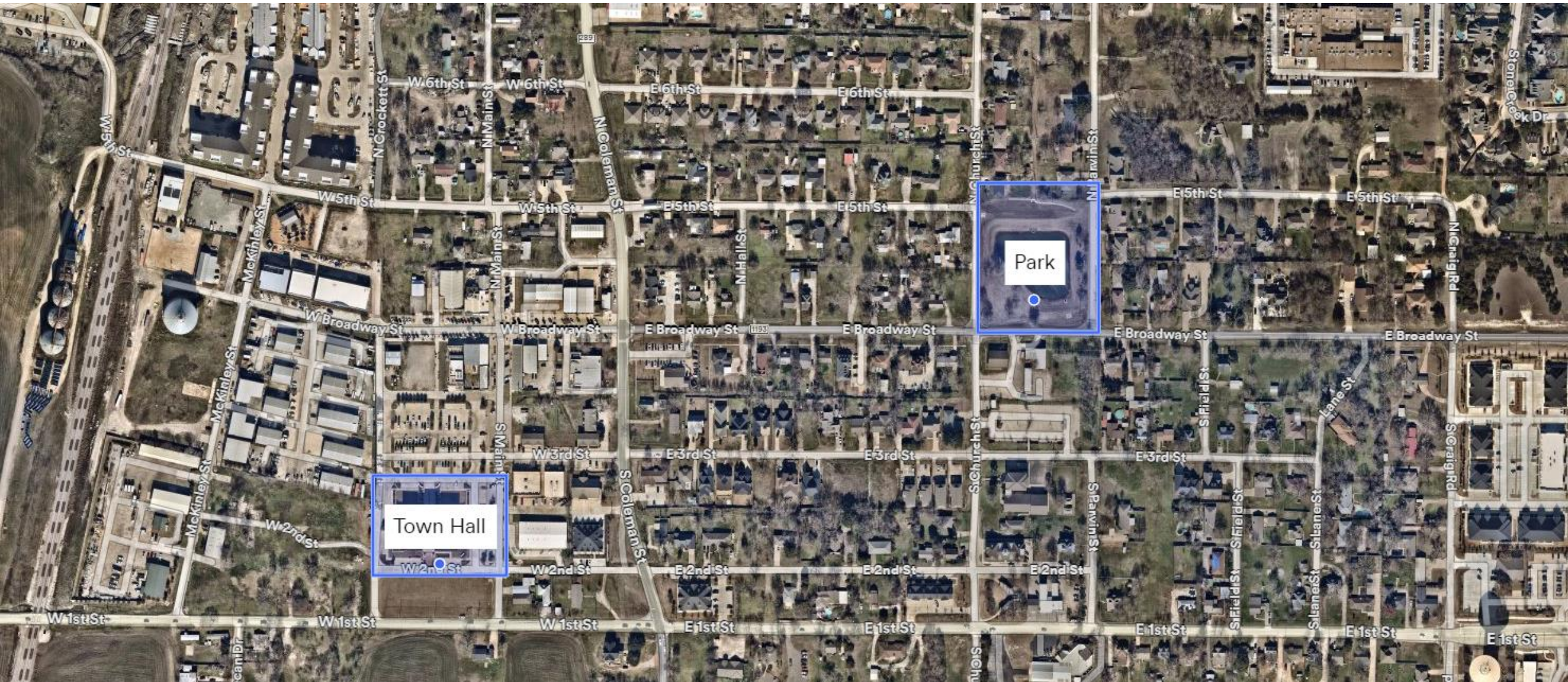
Certificate holder to be listed as follows:

Town of Prosper  
P.O. Box 307  
Prosper, TX 75078



### EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>	
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b>	<b>Name of local government officer about whom the information is being disclosed.</b>	
	_____ Name of Officer	
<b>4</b>	<b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>	
	<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<b>5</b>	<b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>	
<b>6</b>	<input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>	
<b>7</b>	_____ Signature of vendor doing business with the governmental entity	
	_____ Date	



**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP  
FOR PROSPER DOWNTOWN PARK PROJECT (PRJ# 2319-PK)**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion</b>	<b>Compensation</b>
Notice-to-Proceed	July 15, 2024	\$0
Task 4 - 50% CDs	Sept-Oct, 2024	\$17,900
Task 5 - 90% Design	Nov-Dec, 2024	\$19,600
Task 6 – 100% CDs	Jan-Feb, 2025	\$18,000
Task 7 – Bid & Construction Phase Services	Mar-Jul, 2025	\$12,600
<b>Total Compensation</b>		<b>\$68,100</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
Task 4 – 50% CDs	\$17,900
Task 5 - 90% CDs	\$19,600
Task 6 - 100% CDs	\$18,000
Task 7 - Bid & Construction Phase Services	\$12,600
<b>Total Basic Services:</b>	<b>\$68,100</b>

<b>Special Services</b>	<b>Amount</b>
Task 1 - Survey ( <i>Boundary: \$7,500, Topo: \$11,500</i> )	Aug, 2024 \$19,000
Task 2 - Subsurface Utility Investigation	Aug, 2024 \$9,200
Task 3 – Replat	Sep, 2024 \$6,500
<b>Total Special Services:</b>	<b>\$34,700</b>

<b>Direct Expenses</b>	<b>Amount</b>
Printing/ Mileage	\$2,900
<b>Total Direct Expenses:</b>	<b>\$2,900</b>



## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Pete Anaya, P.E., Assistant Director of Engineering – Capital Projects

**Through:** Mario Canizares, Town Manager  
Chuck Ewings, Assistant Town Manager  
Hulon T. Webb, Jr., P.E., Director of Engineering Services

**Re:** Professional Engineering Services Agreement:  
Coleman Street (First Street – Gorgeous Road)

Town Council Meeting – June 25, 2024

### Strategic Visioning Priority: 1. Acceleration of Infrastructure

#### **Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Coleman Street (First Street – Gorgeous Road) project for \$660,000.

#### **Description of Agenda Item:**

The professional engineering services associated with this agreement are for the design of the reconstruction and widening of approximately 2,500 linear feet of Coleman Street from First Street to Gorgeous Road, from the north leg of the proposed roundabout at Coleman Street and First Street to the intersection of Gorgeous Road. Per Section G of the Town's Thoroughfare Master Plan (included in Appendix of the agreement), the new pavement section will replace the existing two-lane asphalt with two-lane concrete divided roadway and on-street parallel parking in locations where the roadway geometry permits. The project includes the design of the roadway, storm drainage system, public water and sanitary sewer utilities, standard median landscape with irrigation, street / pedestrian illumination layouts, pavement markings and signage, erosion control, traffic control with phasing, subsurface utility engineering, and geotechnical investigation.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Garver, LLC, is included on the approved list and has successfully completed the design of roadway improvement projects for the Town.

#### **Budget Impact:**

At the April 29, 2024, CIP Subcommittee meeting, the CIP Subcommittee recommended that existing unallocated bond funds from project savings be used to accelerate this project. The cost for the design is \$660,000 and is budgeted in Account No. 750-5410-10-00-2411-ST. The estimated cost for the construction is \$8,000,000, and will be recommended to the future Bond Committee as a potential project for funding in the upcoming 2025 Bond Election.



**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Engineering Services Agreement as to form and legality.

**Attached Documents:**

1. Professional Engineering Services Agreement
2. Location Map

**Town Staff Recommendation:**

Town Staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Coleman Street (First Street – Gorgeous Road) project for \$660,000.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Coleman Street (First Street – Gorgeous Road) project for \$660,000.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT  
PRJ # 2411-ST COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Garver, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD Project (PRJ # 2411-ST)**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

**IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.**

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Garver, LLC  
R. Jake Bennett, P.E., CFM, Project Manager  
3000 Internet Blvd, Suite 400  
Frisco, TX 75034  
RJBennett@GarverUSA.com

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto:mcanizares@prospertx.gov)

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. 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 E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled

to recover its reasonable costs and attorney’s fees (including its reasonable costs and attorney’s fees on any appeal).

19. **“Anti-Israel Boycott” Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a “foreign terrorist organization” as defined in § 2252.151 of the Texas Government Code.

21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller’s Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

22. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GARVER, LLC**

By: \_\_\_\_\_  
Signature

Wendy G. Travis  
Printed Name

Vice President  
Title

6/5/2024  
Date

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Signature

Mario Canizares  
Printed Name

Town Manager  
Title

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT  
PRJ # 2411-ST COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD**

**I. PROJECT DESCRIPTION – PRJ # 2411-ST**

The project involves improvements for reconstructing and widening approximately 2,500 linear feet of existing two-lane asphalt roadway from the north leg of the proposed roundabout at Coleman and First Street (PRJ 1512-ST) to the south of the proposed intersection of Coleman and Prairie Vista Drive/Gorgeous Road (PRJ 2141-ST). The new pavement section will be a two-lane concrete divided roadway, Section G from the Town's Thoroughfare Master Plan. The project shall include the construction of on-street parallel parking per the typical section (See Attachment A). The project includes roadway and drainage design, water and sanitary sewer design, standard median landscape design/irrigation, pavement markings and signage, erosion control, traffic control / phasing, subsurface utility engineering (SUE), and Geotechnical investigation.

Anticipated median openings with left turn deceleration lanes in both the northbound and southbound directions at the flowing locations: (See Note A below)

- a. TBD with Town Staff [Note the two intersections at 6<sup>th</sup> and 7<sup>th</sup> streets do not line up and will create wider median openings at these locations]

Anticipated right turn deceleration at the following locations: (See Note A below)

- a. TBD with Town Staff

Proposed Sidewalk locations: (See Note A below)

- a. TBD with Town Staff

Proposed Parallel Parking locations: (See Note A below)

- a. TBD with Town Staff [Need to discuss the fact there is not enough room to install handicap parking. There must be 5.5' clear measured to face-of-curb for handicap loading zones]

Note A: A preliminary planning rollplot (back of curbs, sidewalks, driveways and Proposed rights of way on top of aerial imagery) will be prepared and submitted to the Town for review and approval of the items mentioned above. These approved elements will be prepared in the 60% design submittal.

Drainage Notes:

- a. The general drainage pattern in this area is water drains from the east to the west.
- b. Garver will review as-builts drainage plans (east of the project ROW) for conformance with current Town design criteria.
- c. If the as-builts design meets the current design criteria, discharges from the as-built plans will be utilized. If the as-builts do not meet current criteria, the proposed storm drain design will show revised discharges for the areas flowing toward the Coleman ROW.
- d. At the outfall located south of the Prosper Montessori Academy, Garver shall provide a design that shall not increase the discharge in the ultimate condition from its current (existing condition). Garver shall coordinate a proposed additional outfall solution to the Town if there is a need.

## II. TASK SUMMARY

### Task 1 – Roadway, Drainage, Water & Sewer Design.

#### A. PRELIMINARY DESIGN (60%)

1. Plot existing topographic features on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=5' vertical).
2. Prepare plan and profile drawings for Coleman Street showing proposed through outside lane top of curbs and existing ground at the existing ROW or proposed ROW where additional ROW is needed.
3. Cover sheet and general notes. Town standard general notes will be provided, no modifications shall be included in this scope.
4. Provide typical roadway sections.
5. Provide horizontal and vertical control within project design area tied to Town of Prosper Benchmarks.
6. Prepare Removal Plans.
7. Prepare Plans for HAWK Signal at the Coleman St/Broadway intersection (E-W direction only)
  - Garver will develop traffic signalization plans for a proposed HAWK signal along Coleman Street at Broadway Street intersection. Design will include plan layout, elevation sheets, signalization details, summary of quantities, and opinion of probable construction cost.
8. Prepare Preliminary Layouts for Street Illumination and Pedestrian Illumination along Coleman Street within the project limits.
  - Provide street lighting exhibits detailing future locations of pedestrian and roadway lighting based on standardized spacings for coordination and verification. Designing lighting infrastructure, including pullboxes and conduit, for future roadway and pedestrian lighting. Coordination with utility to determine recommended service point locations. Photometric analysis, electrical system distribution design, voltage drop calculations, and structural foundation design will not be provided.
9. Drainage Area Map for roadway storm sewer.
10. Drainage Area Map for offsite drainage.
11. Storm drainage design under roadway within ROW.
12. Prepare Storm Drain Plan & Profiles.
13. Prepare Culvert Plan & Profiles.
14. Prepare Hydrologic and Hydraulic tables associated with proposed storm drain.
15. Provide water line plan sheets (11" x 17" - 1"=40' H); or (22" x 34" - 1"=20' H).
16. Provide sanitary sewer line plan and profile sheets (11" x 17" - 1"=40' H / 1"=10' V); or (22" x 34" - 1"=20' H / 1"=5' V).
17. Cross Sections @ 50' maximum intervals and at intersections and driveways.
18. Prepare median landscape plan sheets and coordinate landscape design with irrigation design tasks. Plan sheets will include plant labels and other relevant material callouts, and a plant schedule depicting plant quantities shown on that sheet.
19. Prepare a general planting notes sheet that includes the Town's and Garver's general planting notes.
20. Prepare a plant summary sheet indicating total quantities for plant materials, by type, in the project corridor. If space permits, this plant schedule may be located on the General Notes sheet.
21. Prepare planting detail sheets(s) using standard planting details from the Town (if any) and Garver which depict proper installation of plant materials specified, by type (deciduous tree, evergreen tree, shrub, ornamental grasses, etc.)
22. Prepare detail sheet(s) for ancillary landscape elements such as mow strips, edging, rock mulch, etc.

23. Submit two sets of preliminary construction plans (11" x 17") and one PDF at 60% for Town staff review and comments. Also provide OPCC with 60% submittal.
24. Submit preliminary ROW / Easement parcel legal and exhibit documents if needed based upon 60% design. The Town is expected to pay 100% of the cost per each of these preliminary documents since time and effort will be required to develop them, even if they do not go to a final sign document. We are scoping 10 ROW and 10 easement documents.
25. Conduct Quality Assurance Review of design.
26. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
27. Maintain contact with the Town personnel during the project design.

B. PRELIMINARY DESIGN (90%)

1. Address 60% review comments
2. Add Quantity sheet(s)
3. Erosion Control Plan (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the Contractor and reviewed by the Town.)
4. Signing and pavement markings
5. Traffic Control plans (Full phasing, typical sections, and narrative)
6. Town Standard Details and TxDOT Details
7. Conduct Quality Assurance Review of design
8. Prepare opinion of probable cost.
9. Submit two sets of preliminary construction plans (11" x 17") and PDF at 90% for Town staff review and comments.

C. FINAL DESIGN (100%)

1. Address 90% review comments
2. Pre-Final Submittal for approval prior to sign and seal.
3. Provide signed and sealed plans and items for the bid book. Items include excel files of bid items quantities along with any project specific details and/or specifications that are not included in the NCTCOG specifications or TxDOT specifications. The Town will generate the Bid Book.
4. Submit two sets of final plans (11" x 17") and PDF along with OPCC.

Task 2 – Topographic & Boundary Survey.

- A. General scope of services and assumptions for topographic survey of Coleman Street within the project limits stated in section 1 of this document:
  1. Approximately 2,500' of Coleman Street beginning from the north leg of the proposed roundabout at Coleman and First Street (PRJ 1512-ST).
  2. Proposed ROW width is 84 feet. Survey limits will extend approximately 20 feet beyond the proposed or existing ROW unless a fence is present.
  3. The survey limits include surveying cross streets on the east and west side of Coleman Street 100 linear feet from the existing radius return.
  4. Channel south of the Montessori school will be surveyed 200 linear feet east and west of the existing ROW.
- B. A standard topographic survey will be performed within project limits.
- C. Surveyor will make a reasonable effort to request Texas811 to completely mark underground utilities within the new topographic survey limits. Garver does not accept responsibility for unresponsiveness by Texas811



or locating utilities not marked by Texas811. Garver will notify the Town of any non-responsive ticket requests.

- D. Surveyor will execute a ROW permit for the Town of Prosper to provide locate services on Town utility facilities within the project corridor.
- E. Surveyor will attempt to open any manhole covers that are functioning properly. Assistance may be required from the Town. Surveyor will contact the Town for this assistance. Flowlines will be surveyed if manhole lids can be opened.
- F. Top nut of the water valves will be surveyed within the project limits.
- G. Rectangular utility vaults, hand holes, etc will have at least 3 corners surveyed to determine size. Owners will be listed if available.
- H. Circular objects (drilled shafts, manholes, etc) will have the diameter measure and provided.
- I. Survey control will be set at each end of the project and at 500-foot intervals and outside the proposed construction area where possible and tied to Town of Prosper benchmarks.
- J. Survey control or ROW monuments other than iron rods or 'x' cuts in existing concrete will be provided as an additional service.
- K. Resetting disturbed control points for construction shall be an additional service.
- L. Obtain and review all pertinent plats and deeds, locate available boundary monuments in the field, plot deeds and plats, and set down the property boundaries and ROW in CAD.
- M. Proposed ROW and easement parcel exhibits and legal descriptions will be provided as needed. (Assumes 10 ROW documents max and 10 easement documents max)
- N. Title surveys for each parcel shall be provided by the Town if existing easements on unplatted properties must be located.

#### Task 3 – Subsurface Utility Engineering Services.

- A. Provide Level B SUE if the Town of Prosper agrees that it is needed. This item will only be used if the Town of Prosper agrees that the Texas811 locates didn't appear to get enough locates for construction. (Special Services)(This a "Not to Exceed Fee" item)
- B. Provide Level A SUE at three (3) locations for the existing water line and/or existing sanitary sewer (assumes 8'-12' deep). SUE field services, other than surveying, will be provided by a subcontractor to the surveyor.

#### Task 4 - Geotechnical Services.

- A. Provide up to six (6) geotechnical boring samples (assumes 15 feet deep) within the project limits, located within the existing or proposed roadbed.
- B. The borings will be drilled and tested according to TxDOT requirements.
- C. Representative soil samples will be obtained by means of the split-barrel samplers in accordance with ASTM specifications D-1587 and D-1586, respectively.
- D. Groundwater levels will be measured during drilling and at the completion of each boring.
- E. Drilling equipment will be by truck-mounted drill rig with continuous flight augers.
- F. Geotechnical consultant will contact Texas811, the local "one call" service and Town of Prosper to confirm that the boring locations are not likely to be in conflict with underground public utilities. Garver will not be responsible for utility repairs where utilities were not correctly marked by public or private agencies.
- G. Geotechnical consultant will execute a ROW permit for the Town of Prosper to provide locate services on Town utility facilities within the project corridor.
- H. Upon completion of subsurface exploration drilling, each excavation will be backfilled with the excavated soil and the pavement patched (if within existing paving limits). Some disturbance to off-pavement/gravel covered surface areas may occur. Attempts to minimize such disturbance will be made.

- I. Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of the soil. The laboratory testing may include moisture content, Atterberg limits, gradation, unconfined compression tests, soluble sulfate and CUPP Triaxial tests.
- J. The results of the field and laboratory data will be evaluated to develop geotechnical recommendations and prepare an engineering report. The report will include the following items:
  - 1. Observations from site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
  - 2. A review of the published soil and geologic conditions and their relevance to this planned roadway construction.
  - 3. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
  - 4. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers, and the results of the laboratory tests will be noted on the final boring logs or included on a separate test report sheet.
  - 5. Soil parameters for use in the underground drainage design based on the soil borings.
  - 6. Determination of adequacy for the Town of Prosper's paving recommendation for the Eagle Ford Formation. Provide additional paving recommendations if necessary.a

#### Task 5 – Bid Phase Services

- A. Provide Plans & Specifications to Town for Bidding (PDF & 2 Paper Copies 11x17)
- B. Attend Pre-Bid Meeting
- C. Addendums and Inquiries
- D. Prepare conformed Construction Plans (Front End Documents and Contract [i.e. Bid Book] to be provided by the Town)
- E. Provide CAD files to the Town's GIS department.
- F. Bid Tabulation to be completed by the Town
- G. Provide TDLR Review, filing, and permitting/filing fees

#### Task 6 – Construction Administration

- A. Attend Pre-Con Meeting
- B. Construction Site Visits – 2 visits
- C. Review of Contractor Submittals
- D. Coordination with the Town during construction for design changes for unforeseen field conditions

#### Task 7 – Record Drawings

- A. Incorporate Contractor's as-built markups
- B. Provide one PDF copy of each sheet of the record drawings, 1 complete PDF copy, and AutoCAD files.

#### **ADDITIONAL SERVICES NOT INCLUDED IN TASK 1 THROUGH TASK 7 LISTED ABOVE:**

- A. Street Illumination (Preliminary will be provided as mentioned above; full design for construction plans will be considered additional services)(Plans will include conduit and pull boxes for future installation)
- B. Traffic Signals; modify existing or propose new traffic signals; rewiring of existing signals; etc (HAWK signal plans are included in fee as indicated above)
- C. Bid Tabulation (Town compiles Bid Tabs; Garver may be requested to provide bid analysis which is included in the fee)
- D. Coordination or any design on Railroad ROW

- E. CLOMR, LOMR, and any other FEMA coordination
- F. Franchise Utility coordination or conflicts; drawing in proposed new locations into CADD design plans.
- G. Detention Design
- H. Any wetland and stream permitting including any mitigation planning.
- I. Additional survey due to development that occurs after initial topographic survey has been completed.
- J. Design plan changes due to development that occurs after 60% plans have been completed.
- K. Design or standard drawing changes that occurs after 60% plans have been completed.
- L. Title surveys for each parcel shall be provided by the client if existing easements on unplatted properties must be located.
- M. Locating utilities not marked by Texas811 in areas of new survey under this scope.
- N. Drawing in existing franchise utility locations, other than provided by the Surveyor as marked by Texas811 for new survey under this scope.
- O. Opening Town manholes that are bolted shut
- P. Trench excavation safety plan.
- Q. Gabion Design
- R. Material testing and sampling of existing structural elements
- S. Preparing retaining or sound wall details.
- T. Agency and utility coordination (e.g. BNSF, TxDOT, USACE, etc.).
- U. On-site meetings or other meetings other than those listed above.
- V. Site visits by geotechnical consultant other than initial site visit to confirm utility and proposed boring locations.
- W. Public Meetings
- X. Deed Research
- Y. Environmental investigation
- Z. Title searches, boundary surveys, or property surveys
- AA. Services in connection with condemnation hearings
- BB. Custom Pedestrian or Custom Traffic Rail Details.
- CC. Letter of Recommendation for Construction Contract

### **III. DELIVERABLES**

Task 1 – Roadway, Drainage, Water & Sewer Design.	Prepare 6 – 11 x 17 paper set of plans along with a PDF copies Provide an OPCC with all % submittals
Task 2 – Topographic survey	Provide survey CADD files; up to 10 ROW and 10 Easement documents (originals)
Task 3 – Subsurface Utility Engineering Services	Provide Level B SUE services throughout the project corridor upon the Town's agreement; limited Level "A" SUE for existing waterline depth determination.
Task 4 – Geotechnical Services	PDF final geotechnical report
Task 5 – Bid Phase Services	Prepare 11x17 PDF set of Plans for Bidding and any other items such as excel files of bid items & quantities along with any project specific detail/specifications. The Town will generate the Bid Book PDF Conformed Construction Plans
Task 6 – Construction Administration	Attend meeting, review submittals, modify plans for unforeseen field conditions
Task 7 - Record Drawings	One (1) PDF copy of each sheet of the record drawings & CAD files

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT  
PRJ # 2411-ST COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule (End of Month)	Compensation Schedule
Notice-to-Proceed (Assumes August 1, 2024)	8/2024	
Task 1 - Roadway, Drainage, Water & Sewer Design Preliminary Design 60%	4/2025	\$281,152.00
Town Review (6 Weeks)	6/2025	
Task 1 - Roadway, Drainage, Water & Sewer Design Preliminary Design 90%	12/2025 (incl. Thanksgiving & Christmas)	\$147,241.00
Town Review (6 Weeks)	2/2025	
Task 1 - Roadway, Drainage, Water & Sewer Design Final Design	6/2026	\$62,754.00
Town Review (4 Weeks)	7/2026	
Task 2 – Topographic & Boundary Survey	10/2024	\$73,340.00
Prepare ROW Documents (incl. ESMT if applicable) (10 @ \$2,200/ea)	10/2025	\$22,000.00
Additional Easement Docs. (Est 10 Esm't at \$1,200 each)	10/2025	\$12,000.00
Set Property Corners (Est 10 parcels at \$330 each)	10/2025	\$5,000.00
Task 3 - Level B SUE (if needed)	8/2025	\$5,000.00
Task 3 - Level A SUE (Apprx. 3 locates) (exist Utils to remain)	8/2025	\$4,455.00
Task 4 – Geotechnical Services	12/2024 (incl. Thanksgiving & Christmas)	\$28,060.00
Complete ROW/ESMT Acquisition	4/2026	
Complete Franchise Utility Relocations	10/2026	
Task 5 – Bid Phase Services	11/2026	\$6,393.00
Task 6 – Construction Administration	1.25 years (est. duration)	\$9,409.00
Task 7 – Record Drawings	2 weeks after contractor redlines	\$3,196.00
<b>Total Compensation</b>		<b>\$660,000.00</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
Task 1 – Preliminary Design 60%	\$281,152.00
Task 1 – Preliminary Design 90%	\$147,241.00
Task 1 – Final Design	\$62,754.00
Task 2 – Topographic Survey	\$73,340.00
Task 4 - Geotechnical Services	\$28,060.00
Task 5 – Bidding Phase Services	\$6,393.00
Task 7 – Record Drawings	\$3,196.00
<b>Total Basic Services:</b>	<b>\$602,136.00</b>

<b>Special Services</b>	<b>Amount</b>
Task 2 – Prepare ROW Documents (incl. ESMT if applicable) (10 @ \$2,200/ea)	\$22,000.00
Task 2 – Additional ESMT add to Parent Tract (10 @ \$1,200/ea)	\$12,000.00
Task 2 – Set Property Corners (10 @ \$500/ea)	\$5,000.00
Task 3 – Level B SUE (Lump Sum – if needed)	\$5,000.00
Task 3 – Level A SUE (8'-12' Deep)(3 @ \$1,485/ea)	\$4,455.00
Task 6 – Construction Phase Services (Hourly NTE)	\$9,409.00
<b>Total Special Services:</b>	<b>\$57,864.00</b>

<b>Direct Expenses</b>	<b>Amount</b>
None	\$0
<b>Total Direct Expenses:</b>	<b>\$0</b>

## EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

### D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

**E. ACCEPTABILITY OF INSURERS**

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

**F. VERIFICATION OF COVERAGE**

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper  
P.O. Box 307  
Prosper, TX 75078

**EXHIBIT D  
CONFLICT OF INTEREST AFFIDAVIT**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT  
PRJ # 2411-ST COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD**

THE STATE OF TEXAS                    §  
  §  
COUNTY OF Collin                   §

I, Wendy G. Travis, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of \$25,000.00 or more of the fair market value of the business entity.
- Funds received from the business entity exceed 10% of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- Other: \_\_\_\_\_.
- X None of the Above.

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

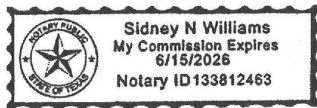
Signed this 4th day of June, 2024.

Wendy G. Travis                    Vice  
  President  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Wendy Travis 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 5th day of June, 2024.

Sidney Williams  
Notary Public in and for the State of Texas



My Commission expires: 6/15/2026



EXHIBIT E  
CONFLICT OF INTEREST QUESTIONNAIRE

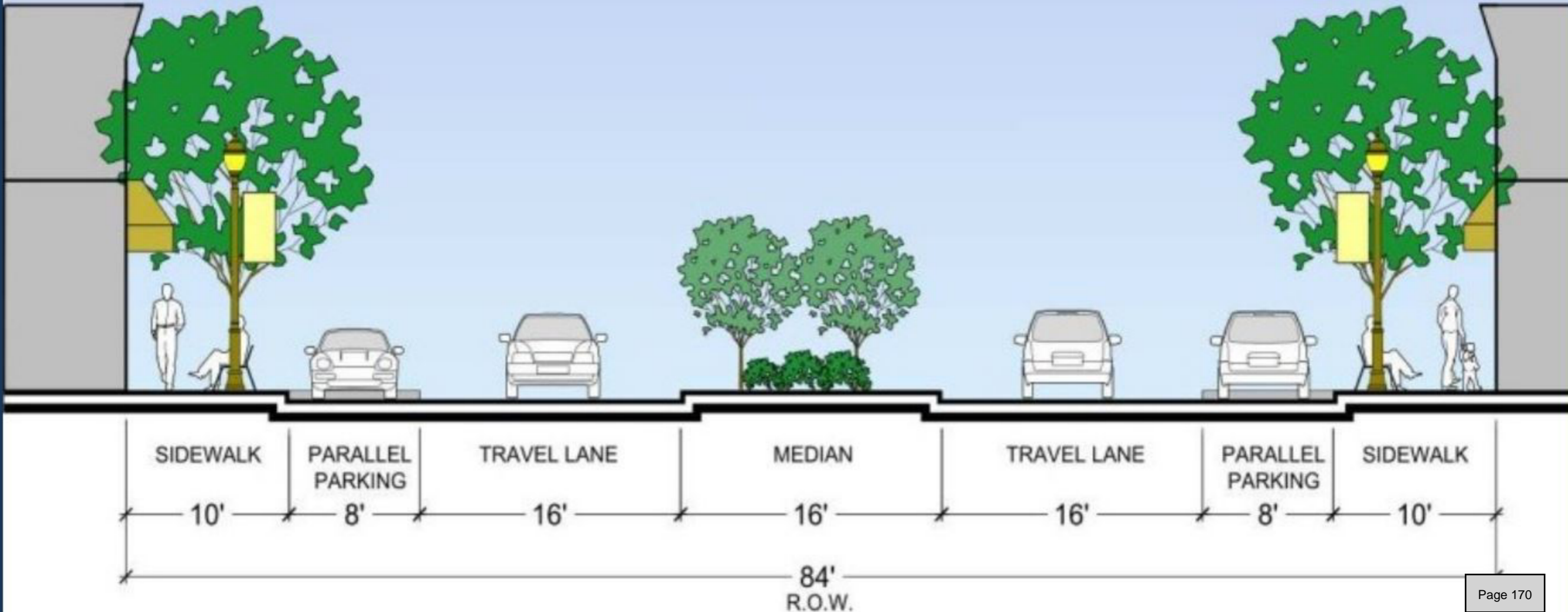
<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b> <u>Wendy Travis</u></p> <p>Signature of vendor doing business with the governmental entity</p>		<p><u>6/5/2024</u></p> <p>Date</p>

# SECTION G

## PRAIRIE VISTA THROUGH FIRST

Appendix A

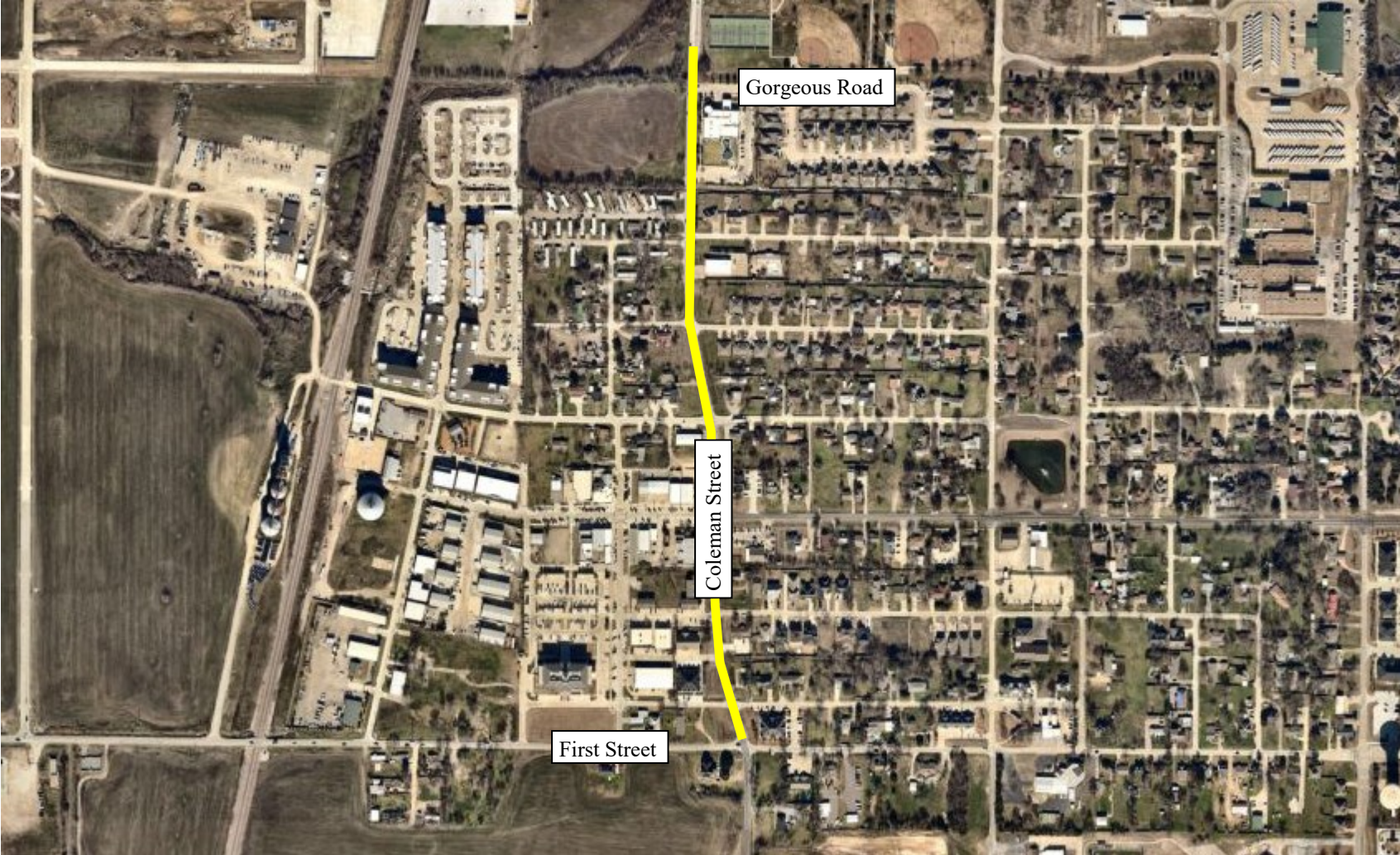
Item 11.



# LOCATION MAP



## Coleman Street — First Street to Gorgeous Road





## ENGINEERING SERVICES

**To: Mayor and Town Council**

**From: Pete Anaya, P.E., Assistant Director of Engineering – Capital Projects**

**Through: Mario Canizares, Town Manager  
Chuck Ewings, Assistant Town Manager  
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

**Re: Professional Engineering Services Agreement:  
Custer Road 6MG Ground Storage Tank**

**Town Council Meeting – June 25, 2024**

### Strategic Visioning Priority: 1. Acceleration of Infrastructure

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#### **Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$599,500.

#### **Description of Agenda Item:**

The Town's Water Master Plan identified the need for additional ground storage capacity at the Custer Road Pump Station to service the Lower Pressure Plane once the new Pump Station comes online. This agreement includes survey and engineering efforts related to the design of a new 6MG ground storage tank at the site. This agreement will also include services to study the condition of the existing chemical feed system and examine potential spaces if new equipment is deemed to be needed at the existing 3MG and 5MG ground storage tanks.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for water/wastewater design. Freese and Nichols, Inc, is included on the approved list and has successfully completed the design of multiple water improvement projects for the Town.

#### **Budget Impact:**

At the April 29, 2024, CIP Subcommittee meeting, the CIP Subcommittee recommended that a portion of the \$1,539,007 funding from the FY 2024 Water Masterplan CIP Projects budget, be used to accelerate this project. The cost for the design is \$599,500, and \$600,000 of the \$1,539,007 is budgeted in Account No. 760-5410-10-00-2412-WA. At the May 21, 2024, CIP Subcommittee meeting, the remaining \$939,007 funding in the FY 2024 Water Masterplan CIP Projects budget was recommended to be allocated towards the future construction budget of the project, estimated at \$7,500,000.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Engineering Services Agreement as to form and legality.

**Attached Documents:**

1. Professional Engineering Services Agreement
2. Location Map

**Town Staff Recommendation:**

Town Staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$599,500

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$599,500.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.  
FOR THE CUSTER ROAD 6.0 MG GROUND STORAGE TANK PROJECT (2412-WA)**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Freese and Nichols, Inc.**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **Custer Road 6.0 MG Ground Storage Tank Project (2412-WA)**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Five Hundred Ninety Nine Thousand Five Hundred Dollars (\$599,500) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

**IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.**

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Freese and Nichols, Inc.  
Clayton Barnard, P.E., Principal  
6136 Frisco Square Blvd, Suite 375  
Frisco, TX 75034  
[clayton.barnard@freese.com](mailto:clayton.barnard@freese.com)

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto:mcanizares@prospertx.gov)

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. 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 E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled



to recover its reasonable costs and attorney’s fees (including its reasonable costs and attorney’s fees on any appeal).

19. **“Anti-Israel Boycott” Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **2IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a “foreign terrorist organization” as defined in § 2252.151 of the Texas Government Code.

21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller’s Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

22. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FREESE AND NICHOLS, INC.**

**TOWN OF PROSPER, TEXAS**

By: Clayton C Barnard  
Signature

By: \_\_\_\_\_  
Signature

Clayton Barnard, PE  
Printed Name

Mario Canizares  
Printed Name

Principal/Vice President  
Title

Town Manager  
Title

June 17, 2024  
Date

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.  
FOR THE CUSTER ROAD 6.0 MG GROUND STORAGE TANK PROJECT (2412-WA)**

**I. PROJECT DESCRIPTION**

Freese and Nichols, Inc. (Engineer) has met with the Town and determined the scope of work and the services to be rendered. The general description of the work shall be as follows.

- A.** Design a new 6.0 MG ground storage tank at the pump station site including all necessary piping and appurtenances. Overflow of ground storage tank will be designed to sheet flow west of the site similar to the existing 3.0 and 5.0 MG ground storage tanks. Any additional on-site or off-site drainage studies or design is an additional service.
- B.** Study phase services to evaluate the best approach for implementing chloramine residual control improvements at the Town's Custer Road Pump Station (PS). The Site includes two existing ground storage tanks (GSTs) and one new GST will be added as part of this contract.

Study phase services will be conducted to evaluate various chemical feed options and system siting options for implementation at the Custer Road PS. The project team will coordinate with the Town to select the specific residual control system elements and system siting to form the basis of design.

The design phase scope will be defined upon completion of the study phase.

**II. BASIC SERVICES**

Consultant will design the features associated with this project. The design shall include the following.

**1. TASK 1 – RESIDUAL CONTROL IMPROVEMENTS – STUDY PHASE**

- a. General Meetings and Project Management**
  - i. Site Visit:** FNI will meet the Town at the Custer Road PS to assess the condition of the existing chemical feed system and examine potential spaces for proposing the installation of new equipment. FNI will work with the Town staff onsite to get an understanding of how the system is currently functioning and Town preferences for the system.
- b. Study Phase Services**
  - i. Data Review:** FNI will obtain and review distribution system water quality data from the Town, including total chlorine, free chlorine, monochloramine, free ammonia, pH, and water temperature data, to represent the water quality coming into the Custer Road PS and in the pump station's service area. FNI will also review the current, proposed, and future PS pumping and storage capacities.

ii. Technology Review Workshop: FNI will present the technologies, components, and cost associated with boosting chloramine residuals at the Custer Road PS including:

- Chlorine provision options (gaseous, bulk liquid, and onsite generated),
- Chemical pumping options, for liquid feed options (peristaltic pumps and diaphragm pumps),
- Chemical storage and containment options, including reuse of the existing tanks,
- Chemical injection strategies (in-line versus in-tank dosing),
- Residual control strategies, and
- In-tank mixing options.

The Town and FNI will identify up to two (2) alternatives consisting of the technologies and components from the above list to include in the basis of design evaluation.

Key Assumptions:

- Ammonia will be provided using liquid ammonium sulfate.

iii. Coordination with Town Fire Marshall: FNI will schedule one meeting with the Town's Fire Marshall to review the selected alternatives and identify any necessary safety requirements.

iv. Alternatives Development: Based on the alternatives selected for evaluation from the Technology Review Workshop, FNI will develop the following for each alternative:

- Process flow diagram,
- Conceptual site layout with yard piping for existing and proposed tanks,
- List of necessary TCEQ Chapter 290 exceptions as required,
- List of safety requirements per Fire Marshall coordination,
- Construction and project cost estimate, and
- Operating cost estimate.

Key Assumptions:

- The evaluation will be confined to the existing Custer Road PS site. If it is determined that the existing site does not have sufficient space for an alternative, an alternative site will be recommended, but a land acquisition study will not be included.

v. Draft Basis of Design TM: FNI will develop a Basis of Design Technical Memorandum (TM) that documents the chlorine/ammonium dosing rates, sizes equipment, compares monetary and non-monetary features for

current and anticipated site build-out of each alternative, and provides recommendations. FNI will submit one (1) electronic PDF copy of the draft TM.

- vi. Draft Basis of Design TM Review Meeting: FNI will conduct a virtual meeting with the Town to review the draft Basis of Design TM.
- vii. Final Basis of Design TM: FNI will update the draft TM based on comments received by Town staff and prepare a final memorandum. FNI will submit one (1) electronic PDF copy of the final TM.

## 2. TASK 2 - 60% DESIGN

- a. Conduct one (1) kick-off meeting with the Town to confirm the goals, schedule, and deliverables for the Project.
- b. Obtain and review all available data for the Project, including:
  - a. Previous Studies, Plans, and Specifications
- c. Evaluate placement of the ground storage tank in relation to existing facilities and future master-planned facilities and evaluate the different tank material choices and provide recommendations on tank siting and material.
- d. Provide preliminary civil and piping design for the yard piping and ground storage tank. Prepare plans and preliminary sections for installation of the proposed improvements based on existing as-built drawings.
- e. Prepare preliminary design of changes to the SCADA system to incorporate the ground storage tank into the Towns SCADA system.
- f. Prepare preliminary details associated with pavement removal and replace for GST construction.
- g. Prepare preliminary design of on-site drainage for the new ground storage tank overflow to the channel along the western property line of the site.
- h. Prepare required front-end and a table of contents of technical specifications for the Project. Engineer's standard specifications will be used.
- i. Prepare the Engineer's Opinion of Probable Construction Cost.
- j. Provide electronic copy of the set of 60% Construction Drawings, Contract and Specifications, and Opinion of Probable Construction Cost for review by the Town.
- k. Conduct a workshop with the Town to review the comments on 60% construction documents.

- I. Incorporate the comments of the Town regarding the 60% drawings and specifications to the 90% drawings and specifications.

### 3. TASK 3 - 90% DESIGN TASK

- a. Provide civil and piping design for the ground storage tank. Design will include details for the ground storage tank design and connection to existing yard piping. Prepare plans, sections and details for installation of the proposed improvements based on existing as-built drawings, field observations, and survey.
- b. Prepare design changes to the SCADA system to incorporate the ground storage tank.
- c. Prepare preliminary details associated with pavement removal and replace for GST construction.
- d. Prepare preliminary design and applicable details of on-site drainage for the new ground storage tank overflow to the channel along the western property line of the site.
- e. Prepare required front-end and technical specifications for the Project. Engineer's standard specifications will be used.
- f. Update the Engineer's Opinion of Probable Construction Cost.
- g. Provide electronic copy of 90% Construction Drawings, Contract and Specifications, and Opinion of Probable Construction Cost for review by the Town.
- h. Conduct a workshop with the Town to review the comments on 90% construction documents.
- i. Incorporate the comments of the Town regarding the 90% drawings and specifications and prepare final drawings and specifications for bidding.
- j. Provide electronic copy of final Construction Drawings, Contract and Specifications to the Town for bidding.
- k. Submit final Construction Drawings to TCEQ for a variance on the tank air gap design.

### 4. TASK 4 - BID PHASE Upon completion of the design services and approval of "Final" drawings and specifications by Town, Engineer will proceed with the performance of services in this phase as follows:

1. Assist Town by responding to questions and interpreting bid documents. Assist in issuing addenda to the bid documents to plan holders if necessary.
2. Attend a pre-bid conference for the construction project and coordinate responses with Town. Response to the pre-bid conference will be in the form of addenda issued after the conference, if necessary.

3. Provide updated plan sheets or technical specifications as needed based on addendums.
5. TASK 5 - CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, Engineer will proceed with the performance of construction phase services as described below. Engineer will endeavor to protect the Town in providing these services. However, it is understood that Engineer does not guarantee the Contractor's performance, nor is Engineer responsible for supervision of the Contractor's operation and employees. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Engineer shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The Town agrees to include provisions in the construction contract documents that will require the construction contractors to include Engineer and their subconsultants on this project to be listed as an additional insured on contractors' insurance policies.

1. Assist Town in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
2. Establish communication procedures with the Town and contractor.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.
4. Make one visit per month for the estimated 12-month construction duration to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Engineer will endeavor to protect the Town against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the Town. Visits to the site in excess of the specified number are an additional service.
5. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
6. Interpret the drawings and specifications for the Town and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the Town, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

7. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Town to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Town. Documentation of field orders, where cost to Town is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Town are an additional service. Substitutions of materials or equipment or design modifications requested by the Town are an additional service.
  8. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Town on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Town if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Engineer are an additional service.
  9. Conduct, in company with Town's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Town in obtaining legal releases, permits, warranties, and spare parts from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of one trip is an additional service.
6. RESIDENT REPRESENTATION: Not Included.
7. TASK 6 – RECORD DRAWINGS: Upon construction completion, FNI to revise the construction documents in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Consultant shall provide electronic files in PDF and a DWG copy of the Record Drawings to the Town in accordance with the Town's spatial submission requirements.

### III. SPECIAL SERVICES

8. TASK 7 – TOPOGRAPHICAL SURVEY: Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided:
  1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface using the Texas Department of Transportation grid to surface factor for Collin County (1.000152710). The vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using

Geoid 12B. Control Points will also be tied into the Town of Prosper Geodetic Control Network.

2. Gather topographical survey from east of the existing 5 MG ground storage tank, northern fence line, and south to the existing 36" line and stub resulting in a survey area of approximately 1.5 acres. The survey will indicate all surface features, spot elevations, one-foot contours, fence lines, water valves, water tank, and edge of pavement, and drainage channel information along the west property line.
  3. Request Texas 811 Ticket and mark utilities as marked by others.
  4. Coordinate with the Town of Prosper to have Town utilities marked and survey the location of the Town utilities.
  5. Provide a digital design survey drawing in AutoCAD format showing visible surface features located, and ASCII point file and a copy of field notes and field sketches.
9. TASK 8 – SUBSURFACE UTILITY INVESTIGATION - Consultant shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).
- a. As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:
    - i. Quality Level D (QL "D") – Information derived from existing records.
    - ii. Quality Level C (QL "C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
    - iii. Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
    - iv. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
  - b. For this project, QL's "A" SUE, as previously defined, will be provided. The QL "A" will consist of up to two (2) test holes, at the new ground storage tank location for the existing service line stubs.
  - c. Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be



placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

10. TASK 9 – GEOTECHNICAL ENGINEERING: The Town of Prosper is planning to construct a 6-million-gallon (MG) ground storage tank at the existing pump station site located about 2200 feet northwest of the intersection of Custer Road and Highway 380 in Prosper, Texas. The project includes the design of one 6 MG ground storage tank and is anticipated to be constructed near existing grade (tank will not be partially buried). The site currently has two pump station buildings and two ground storage tanks (one 3 MG and one 5 MG). The proposed geotechnical scope of work for the project will consist of field exploration, laboratory testing, engineering analysis, and reporting foundation recommendations, as presented below.

a. Task 1 – Field Exploration

- i. Select and mark 5 boring locations at the ground storage tank site and notify Texas 811 and the City to request location and marking of existing underground utilities prior to the field exploration.
- ii. Subcontract with a geotechnical drilling contractor to drill the borings to the following depths:
  - 1 boring to a depth of 60 feet
  - 4 borings to a depth of 35 feet

Samples will be collected intermittently using continuous flight augers and either split- spoon or tube samplers. Rock and rock-like materials will be cored or tested insitu using a TxDOT Cone Penetration Test. At completion, the boreholes will be backfilled with auger cuttings.

- iii. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

b. Task 2 – Laboratory Testing

- i. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.

- ii. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
- Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
  - Moisture content
  - Dry unit weight
  - Unconfined compressive strength
  - Swell tests

c. Task 3 – Engineering Analysis

- i. Prepare a technical memorandum of the geotechnical investigation to include:
- Attachment with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
  - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
  - Foundation and site preparation recommendations for the proposed ground storage tank and yard piping.
  - Earthwork related recommendations for use during development of the plans and specifications.

Assumptions:

All boring locations will be accessible using a truck-mounted drill rig.

## 11. TASK 10 – CHEMICAL INJECTION FINAL DESIGN

- a. Provide preliminary and final design of the chemical injection system which will be determined after the completion of Task 1 – Chemical Injection Study Phase.

### **IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES:**

**Additional Services not included in the existing Scope of Services** – Town and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the Town's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope

of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- A. Providing services for studies, analysis or design for modifications of the existing chemical system.
- B. Providing environmental impact studies associated with drainage or other factors.
- C. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- D. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the Town.
- E. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- G. Preparing Operation and Maintenance Manuals or conducting operator training.
- H. Preparing data and reports for assistance to the Town in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- I. Assisting the Town in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s), regulatory agencies or other third parties.
- J. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- K. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- L. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- M. Services required to resolve bid protests or to rebid the projects for any reason.

- N. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- O. Providing services after the completion of the construction phase not specifically listed in the Basic Services.
- P. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Q. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of Consultant.
- R. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- S. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- T. Provide follow-up professional services during Contractor's warranty period.
- U. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and/or associated erosion control plan.

## V. DELIVERABLES:

Task 1 – Residual Control Improvements - Study Phase	Draft Basis of Design Technical Memorandum
Task 2 & 3 – Preliminary & Final Design	Provide Preliminary and Final design plans and specifications for the 6.0 MG ground storage tank.
Task 4 – Bid Phase	Assist the Town in securing bids and issuing construction plans and specifications for the design of the project.
Task 5 – Construction Phase	Provide limited general construction representative services throughout the construction of the project.
Task 6 – Record Drawings	One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map
Task 7 – Topographical Survey	AutoCAD file with horizontal and vertical control points, property lines, existing easements, existing utilities and 1-foot contours.
Task 8 – Subsurface Utility Engineering (SUE)	AutoCAD file with horizontal and vertical elevation of Level A locations.
Task 9 – Geotechnical Engineering	Provide Draft and Final Geotechnical report for the 6.0 MG ground storage tank.
Task 10 – Residual Control Improvements - Final Design	Deliverables to be determined after the completion of Task 1 – Residual Control Improvements - Study Phase

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.  
FOR THE CUSTER ROAD 6.0 MG GROUND STORAGE TANK PROJECT (2412-WA)**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Amount
Notice-to-Proceed	July 2024	\$0
Task 1 – Residual Control Improvements - Study Phase	November 2024	\$40,000
Task 2 - Preliminary Design	April 2025	\$106,100
Task 3 - Final Design	August 2025	\$174,100
Task 4 - Bid Phase	November 2025	\$21,850
Task 5 - Construction Phase	May 2027	\$82,600
Task 6 – Record Drawings	June 2027	\$13,900
Task 7 - Topographical Survey	August 2024	\$6,650
Task 8 - Subsurface Utility Engineering (SUE)	August 2024	\$8,800
Task 9 - Geotechnical Engineering	November 2024	\$45,500
Task 10 – Residual Control Improvements - Final Design	TBD	\$100,000
<b>Total Compensation</b>		<b>\$599,500</b>

**II. COMPENSATION SUMMARY**

Basic Services (Lump Sum)	Schedule	Amount
Task 1 – Residual Control Improvements - Study Phase	November 2024	\$40,000
Task 2 – Preliminary Design	April 2025	\$106,100
Task 3 - Final Design	August 2025	\$174,100
Task 4 - Bid Phase	November 2025	\$21,850
Task 5 - Construction Phase	May 2027	\$82,600
Task 6 – Record Drawings	June 2027	\$13,900
<b>Total Basic Services:</b>		<b>\$438,550</b>

Special Services (Hourly Not-to-Exceed)	Schedule	Amount
Task 7 - Topographical Survey	August 2024	\$6,650
Task 8 - Subsurface Utility Engineering (SUE)	August 2024	\$8,800
Task 9 – Geotechnical Engineering	November 2024	\$45,500
Task 10 – Residual Control Improvements - Final Design	TBD	\$100,000
<b>Total Special Services:</b>		<b>\$160,950</b>

Direct Expenses	Schedule	Amount
None		\$0
<b>Total Direct Expenses:</b>		<b>\$0</b>

## EXHIBIT B COMPENSATION/PRICING SCHEDULE

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Eighty Thousand Five Hundred Dollars (\$80,500).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Sixty Six Thousand One Hundred Fifty Dollars (\$66,150).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	96	188
Professional 2	114	188
Professional 3	136	294
Professional 4	136	334
Professional 5	213	367
Professional 6	235	445
Construction Manager 1	103	122
Construction Manager 2	103	184
Construction Manager 3	147	184
Construction Manager 4	169	235
Construction Manager 5	195	279
Construction Manager 6	268	331
Construction Representative 1	85	103
Construction Representative 2	96	103
Construction Representative 3	118	173
Construction Representative 4	122	195
CAD Technician/Designer 1	74	144
CAD Technician/Designer 2	118	177
CAD Technician/Designer 3	162	235
Corporate Project Support 1	67	144
Corporate Project Support 2	81	206
Corporate Project Support 3	96	379
Intern / Coop	52	89

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
<u>Technology Charge</u>	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
\$8.50 per hour	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
	Mounting (per sq. ft.)	\$2.00		Ultrasonic Thickness Gauge (per day) \$275
	Binding (per binding)	\$0.25		Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2023.**

16/02/2023



## EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

**E. ACCEPTABILITY OF INSURERS**

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

**F. VERIFICATION OF COVERAGE**


Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper  
P.O. Box 307  
Prosper, TX 75078



EXHIBIT E  
CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>		
<b>For vendor doing business with local governmental entity</b>				
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">None</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> <p><b>2</b> <input type="checkbox"/> 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> </td> </tr> </table>		<p><b>2</b> <input type="checkbox"/> 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>2</b> <input type="checkbox"/> 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>				
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>				
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center;">N/A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>				
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center;">N/A</p>				
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>				
<p><b>7</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p style="text-align: center;"></p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: right;"> <p>June 17, 2024</p> <p style="text-align: center;">Date</p> </div> </div>				

# LOCATION MAP



## CUSTER ROAD 6MG GROUND STORAGE TANK





## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Hulon T. Webb, Jr., P.E., Director of Engineering Services

**Through:** Mario Canizares, Town Manager  
Chuck Ewings, Assistant Town Manager

**Re:** Authorize Agreement with Sinacola for Repair of Coit Road North of First Street

Town Council Meeting – June 25, 2024

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute documents for the emergency repair of Coit Road north of First Street for \$74,163.52.

**Description of Agenda Item:**

The Town recently experienced heavy rains that caused substantial soil erosion around a drainage culvert under Coit Road north of First Street which resulted in the road being closed to traffic. The Town Manager authorized an emergency repair to expedite the work and get the road opened back up to traffic in a timely manner.

**Budget Impact:**

The improvements will be charged to the annual Street Maintenance Funds Account No. 100-5485-50-01.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality

**Attached Documents:**

- 1. Proposal from Sinacola

**Town Staff Recommendation:**

Town Staff recommends that the Town Council authorize the Town Manager to execute documents for the emergency repair of Coit Road north of First Street for \$74,163.52.

**Proposed Motion:**

I move to authorize the Town Manager to execute documents for the emergency repair of Coit Road north of First Street for \$74,163.52.





P.O. Box 30013  
 Raleigh, NC 27622-0013  
 Visit eRocks™ at [www.martinmarietta.com](http://www.martinmarietta.com)

**SOLD TO:**  
 MARIO SINACOLA & SONS INC  
 10950 RESEARCH ROAD  
 FRISCO TX 75033

**SPECIAL**

**FOR BILLING QUESTIONS PLEASE CALL**  
 972-647-6700

**JOB NAME: P/U JOB 22068-058 PROSPER EMER**

**SHIP TO:**  
 MARIO SINACOLA & SONS INC  
 1795 South Hwy 101  
 EMERGENCY REPAIR  
 Bridgeport TX 76426 US

**PAYMENT TERMS: NET 30 DAYS- A/R**

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
21512607 SO	22068-058		60371547	58	54570	Bridgeport Stone	365336	5/31/24	42642876	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
05/31/24	6314	18" RIP-RAP								
		4422982	22.36	TN	46.00	1,028.56				1,028.56
		4422983	21.49	TN	46.00	988.54				988.54
		4422984	21.78	TN	46.00	1,001.88				1,001.88
		4422985	21.83	TN	46.00	1,004.18				1,004.18
		4422986	21.56	TN	46.00	991.76				991.76
		4422987	22.00	TN	46.00	1,012.00				1,012.00
		4422990	22.49	TN	46.00	1,034.54				1,034.54
		4422991	22.93	TN	46.00	1,054.78				1,054.78
		4422993	22.62	TN	46.00	1,040.52				1,040.52
		4422997	22.24	TN	46.00	1,023.04				1,023.04
		4423000	22.05	TN	46.00	1,014.30				1,014.30
		4423003	22.43	TN	46.00	1,031.78				1,031.78
		4423004	23.34	TN	46.00	1,073.64				1,073.64
		4423005	23.04	TN	46.00	1,059.84				1,059.84
		4423007	23.34	TN	46.00	1,073.64				1,073.64
		4423008	23.14	TN	46.00	1,064.44				1,064.44
		4423010	23.37	TN	46.00	1,075.02				1,075.02
		4423012	22.58	TN	46.00	1,038.68				1,038.68
		<b>*SUBTOTAL*</b>	<b>404.59</b>			<b>18,611.14</b>				<b>18,611.14</b>
		<b>TOTAL</b>	<b>404.59</b>			<b>18,611.14</b>				<b>18,611.14</b>
<b>INVOICE TOTAL</b>									<b>\$18,611.14</b>	

DETACH and Include this Return Portion with Payment



CUSTOMER NUMBER: 365336 MARIO SINACOLA & SON  
 INVOICE NUMBER: 42642876

**REMIT TO:**  
 MARTIN MARIETTA MATERIALS  
 PO BOX 677061  
 Dallas TX 75267-7061

PAYMENT DUE \$18,611.14

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 [www.martinmarietta.alertline.com](http://www.martinmarietta.alertline.com).  
 For all other questions call the billing number above.

**PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT**





P.O. Box 30013  
 Raleigh, NC 27622-0013  
 Visit eRocks™ at [www.martinmarietta.com](http://www.martinmarietta.com)

**SOLD TO:**

MARIO SINACOLA & SONS INC  
 10950 RESEARCH ROAD  
 FRISCO TX 75033

**SPECIAL**

**FOR BILLING QUESTIONS PLEASE CALL**  
 972-647-6700

**JOB NAME: JOB 22040-040 HEIGHTS AT UPTOW**

**SHIP TO:**

MARIO SINACOLA & SONS INC  
 11453 CR 53  
 Celina TX 75009 US

**PAYMENT TERMS: NET 30 DAYS- A/R**

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
21512156 SO	22040-040	392209	60244996	58	54554	Celina Aggregates	365336	5/31/24	42642675	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
05/31/24	2938	YARD SCRAP								
		29257305	21.54	TN	7.00	150.78				150.78
		29257306	21.15	TN	7.00	148.05				148.05
		29257313	22.07	TN	7.00	154.49				154.49
		29257314	21.77	TN	7.00	152.39				152.39
		*SUBTOTAL*	86.53			605.71				605.71
		<b>TOTAL</b>	<b>86.53</b>			<b>605.71</b>				<b>605.71</b>
<b>INVOICE TOTAL</b>									<b>\$605.71</b>	

DETACH and Include this Return Portion with Payment



**REMIT TO:**

MARTIN MARIETTA MATERIALS  
 PO BOX 677061  
 Dallas TX 75267-7061

CUSTOMER NUMBER: 365336 MARIO SINACOLA & SON

INVOICE NUMBER: 42642675

PAYMENT DUE \$605.71

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 [www.martinmarietta.alertline.com](http://www.martinmarietta.alertline.com).  
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



**INVOICE** 1040323489

REMIT TO:  
1000 Hollingshead Circle  
Murfreesboro, TN 37129

**SOLD TO:**

MARIO SINACOLA & SONS EXCAVATING  
10950 RESEARCH RD  
FRISCO, TX 75033-2042

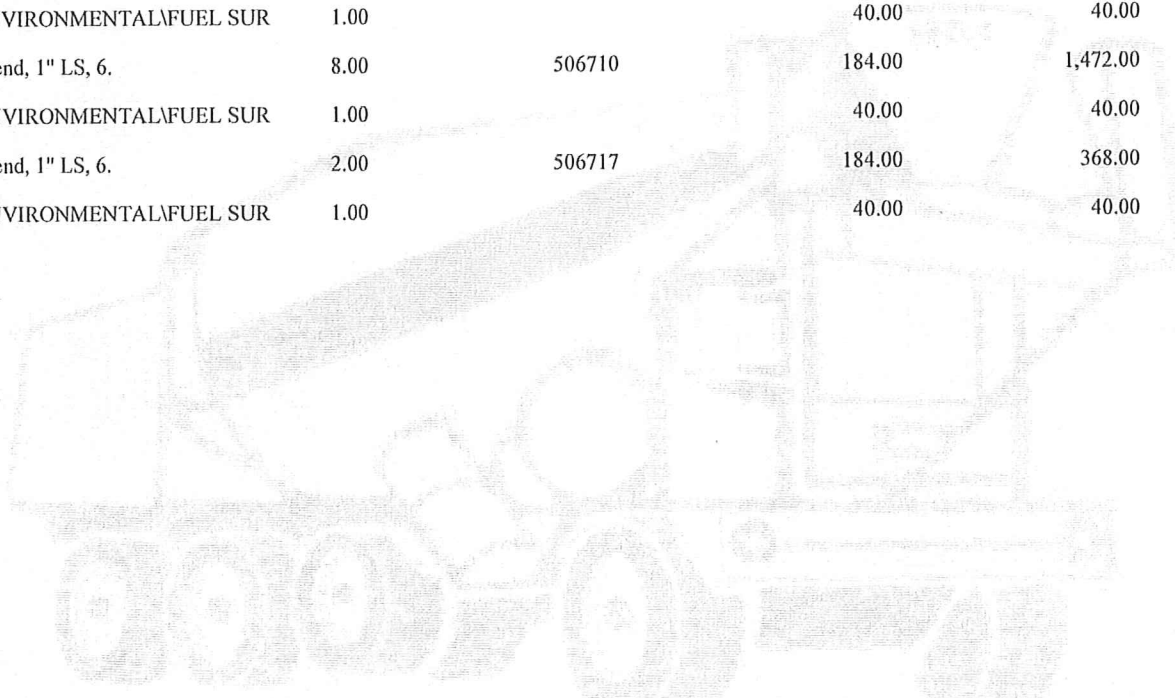
**SHIP TO:**

COIT RD & CHALK HILL RD

**ORDERED BY:**

CUSTOMER	DATE	ORDER #	TERMS	PO #	LOT	JOB#
200168	5/31/2024	518	NET 30	4456020		

DESCRIPTION	QUANTITY	Ticket #	Price	Amount
Blend, 1" LS, 6.	9.00	506709	184.00	1,656.00
ENVIRONMENTAL\FUEL SUR	1.00		40.00	40.00
Blend, 1" LS, 6.	8.00	506710	184.00	1,472.00
ENVIRONMENTAL\FUEL SUR	1.00		40.00	40.00
Blend, 1" LS, 6.	2.00	506717	184.00	368.00
ENVIRONMENTAL\FUEL SUR	1.00		40.00	40.00



**PRODUCT RECAP**

19.00	CC1060A	Blend, 1" LS, 6.
3.00	SC-1015	ENVIRONMENTAL\FUEL SURCHARGE

IF PAYMENT IS MADE BY 06/10/2024, DISCOUNT FOR INVOICE IS 38.00

TOTAL QUANTITY:	19.00	SUB TOTAL	3,616.00
		SALES TAX	<del>298.32</del>
		AMOUNT DUE	<u>3,914.32</u>



INVOICE 1040326396

REMIT TO:  
1000 Hollingshead Circle  
Murfreesboro, TN 37129

SOLD TO:

MARIO SINACOLA & SONS EXCAVATING  
10950 RESEARCH RD  
FRISCO, TX 75033-2042

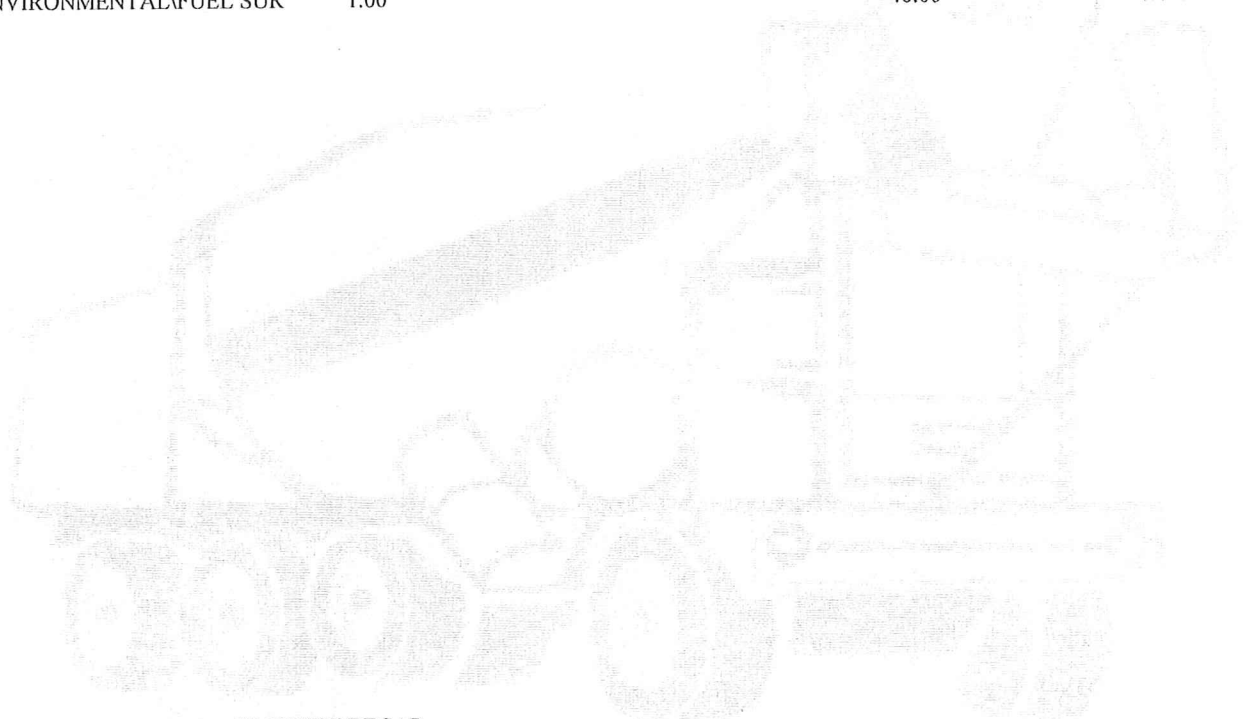
SHIP TO:

COIT RD & CHALK HILL RD

ORDERED BY:

CUSTOMER	DATE	ORDER #	TERMS	PO #	LOT	JOB#
200168	6/4/2024	758	NET 30	22068		

DESCRIPTION	QUANTITY	Ticket #	Price	Amount
C ASH 4 SACK ACT	9.00	507035	158.00	1,422.00
ENVIRONMENTALFUEL SUR	1.00		40.00	40.00



PRODUCT RECAP

9.00	FF5040J	C ASH 4 SACK ACT
1.00	SC-1015	ENVIRONMENTALFUEL SURCHARGE

IF PAYMENT IS MADE BY 07/10/2024, DISCOUNT FOR INVOICE IS 18.00

TOTAL QUANTITY:	9.00	SUB TOTAL	1,462.00
		SALES TAX	<del>120.62</del>
		AMOUNT DUE	<del>1,582.62</del>



INVOICE 1040326394

REMIT TO:  
1000 Hollingshead Circle  
Murfreesboro, TN 37129

SOLD TO:

MARIO SINACOLA & SONS EXCAVATING  
10950 RESEARCH RD  
FRISCO, TX 75033-2042

SHIP TO:

COIT RD & CHALK HILL RD

ORDERED BY:

CUSTOMER	DATE	ORDER #	TERMS	PO#	LOT	JOB#
200168	6/4/2024	757	NET 30	22068 - 054		

DESCRIPTION	QUANTITY	Ticket #	Price	Amount
Blend, 1" LS, 6.	8.00	507040	184.00	1,472.00
ENVIRONMENTAL FUEL SUR	1.00		40.00	40.00



PRODUCT RECAP

8.00	CC1060A	Blend, 1" LS, 6.
1.00	SC-1015	ENVIRONMENTAL FUEL SURCHARGE

IF PAYMENT IS MADE BY 07/10/2024, DISCOUNT FOR INVOICE IS 16.00

TOTAL QUANTITY:	8.00	SUB TOTAL	1,512.00
		SALES TAX	<del>124.74</del>
		AMOUNT DUE	<u>1,636.74</u>

Handwritten circled totals: 1,512.00, 1,636.74



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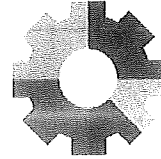
All prices shown in US dollars (\$)

May 21, 2024

Rental Rate Blue Book®

Ford F-250  
On-Highway Light Duty Trucks

Size Class:  
300 hp & Over  
Weight:  
N/A



Configuration for F-250

Axle Configuration	4.0 X 4.0	Cab Type	Crew
Horsepower	385.0 hp	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$670.00	USD \$190.00	USD \$48.00	USD \$7.00	USD \$30.04	USD \$33.85
Adjustments						
Region ( Texas: 98.1%)	(USD \$12.73)	(USD \$3.61)	(USD \$0.91)	(USD \$0.13)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$657.27</b>	<b>USD \$186.39</b>	<b>USD \$47.09</b>	<b>USD \$6.87</b>	<b>USD \$30.04</b>	<b>USD \$33.77</b>

Non-Active Use Rates

	Hourly
Standby Rate	USD \$1.87
Idling Rate	USD \$28.99

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	35%	USD \$234.50/mo
Overhaul (ownership)	34%	USD \$227.80/mo
CFC (ownership)	13%	USD \$87.10/mo
Indirect (ownership)	18%	USD \$120.60/mo
Fuel (operating) @ USD 3.45	84.09%	USD \$25.26/hr

Revised Date: 2nd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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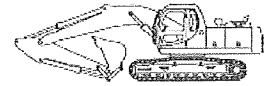
www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

June 19, 2024

Caterpillar 336  
Crawler Mounted Hydraulic Excavators



Size Class:  
33.5 - 40.4 mt  
Weight:  
N/A

Configuration for 336

Bucket Capacity 3.0 cu yd Horsepower 311.0 hp  
Operating Weight 81900.0 lbs Power Mode Diesel

Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$56.02	FHWA Rate** Hourly USD \$147.04
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$16,020.00	USD \$4,485.00	USD \$1,120.00	USD \$170.00		
<b>Adjustments</b>						
Region ( Texas: 97.9%)	(USD \$336.42)	(USD \$94.18)	(USD \$23.52)	(USD \$3.57)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$15,683.58</b>	<b>USD \$4,390.81</b>	<b>USD \$1,096.48</b>	<b>USD \$166.43</b>	<b>USD \$56.02</b>	<b>USD \$145.13</b>

Non-Active Use Rates

	Hourly
Standby Rate	USD \$44.56
Idling Rate	USD \$112.91

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD \$5,286.60/mo
Overhaul (ownership)	39%	USD \$6,247.80/mo
CFC (ownership)	17%	USD \$2,723.40/mo
Indirect (ownership)	11%	USD \$1,762.20/mo
Fuel (operating) @ USD 4.03	42.48%	USD \$23.80/hr

Revised Date: 2nd quarter 2024

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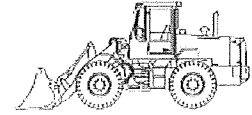
All prices shown in US dollars (\$)

Rental Rate Blue Book®

June 19, 2024

Caterpillar 950  
4-Wd Articulated Wheel Loaders

Size Class:  
225 - 249 hp  
Weight:  
N/A



Configuration for 950

Bucket Capacity 4.1 cu yd Horsepower 249 hp  
Operator Protection ROPS Power Mode Diesel

Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$40.49	FHWA Rate** Hourly USD \$96.26
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$9,815.00	USD \$2,750.00	USD \$690.00	USD \$105.00		
<b>Adjustments</b>						
Region ( Texas: 98%)	(USD \$196.30)	(USD \$55.00)	(USD \$13.80)	(USD \$2.10)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$9,618.70</b>	<b>USD \$2,695.00</b>	<b>USD \$676.20</b>	<b>USD \$102.90</b>	<b>USD \$40.49</b>	<b>USD \$95.14</b>

Non-Active Use Rates

	Hourly
Standby Rate	USD \$27.33
Idling Rate	USD \$72.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$3,729.70/mo
Overhaul (ownership)	32%	USD \$3,140.80/mo
CFC (ownership)	18%	USD \$1,766.70/mo
Indirect (ownership)	12%	USD \$1,177.80/mo
Fuel (operating) @ USD 4.03	43.76%	USD \$17.72/hr

Revised Date: 2nd quarter 2024

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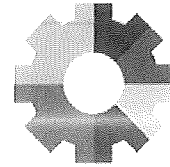
All prices shown in US dollars (\$)

## Rental Rate Blue Book®

June 19, 2024

**Tymco 600**  
Dual Engine Pavement Sweepers

Size Class:  
All  
Weight:  
16080 lbs



### Configuration for 600

Carrier Horsepower	<b>170.0</b>	Horsepower	<b>75.0</b>
Power Mode	<b>Diesel</b>	Water System Capacity	<b>440.0 gal</b>

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$64.98	FHWA Rate** Hourly USD \$113.76
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,585.00	USD \$2,405.00	USD \$600.00	USD \$90.00		
<b>Adjustments</b>						
Region ( Texas: 97.5%)	(USD \$214.63)	(USD \$60.13)	(USD \$15.00)	(USD \$2.25)		
Model Year (2023: 99.97%)	(USD \$2.60)	(USD \$0.73)	(USD \$0.18)	(USD \$0.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$8,367.78</b>	<b>USD \$2,344.15</b>	<b>USD \$584.82</b>	<b>USD \$87.72</b>	<b>USD \$64.98</b>	<b>USD \$112.52</b>

### Non-Active Use Rates

Standby Rate	Hourly USD \$23.77
Idling Rate	USD \$84.05

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	18%	USD \$1,545.30/mo
Overhaul (ownership)	65%	USD \$5,580.25/mo
CFC (ownership)	8%	USD \$686.80/mo
Indirect (ownership)	9%	USD \$772.65/mo
Fuel (operating) @ USD 4.03	56.19%	USD \$36.51/hr

Revised Date: 2nd quarter 2024

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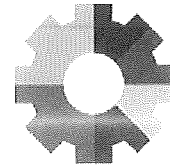


www.equipmentwatch.com

All prices shown in US dollars (\$)

June 19, 2024

**Rental Rate Blue Book®**
**Miscellaneous 6X6 70KGVW DSL**  
 On-Highway Truck Tractors

 Size Class:  
**60,001 lbs & Over**  
 Weight:  
 N/A

**Configuration for 6X6 70KGVW DSL**

Axle Configuration	6X6	Horsepower	450.0
Maximum Gross Vehicle Weight	70000.0 lbs	Power Mode	Diesel

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,220.00	USD \$1,180.00	USD \$295.00	USD \$44.00	USD \$61.50	USD \$85.48
<b>Adjustments</b>						
Region ( Texas: 97.9%)	(USD \$88.62)	(USD \$24.78)	(USD \$6.20)	(USD \$0.92)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>USD \$4,131.38</b>	<b>USD \$1,155.22</b>	<b>USD \$288.80</b>	<b>USD \$43.08</b>	<b>USD \$61.50</b>	<b>USD \$84.97</b>

**Non-Active Use Rates**

	<b>Hourly</b>
Standby Rate	USD \$11.74
Idling Rate	USD \$67.88

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	45%	USD \$1,899.00/mo
Overhaul (ownership)	32%	USD \$1,350.40/mo
CFC (ownership)	11%	USD \$464.20/mo
Indirect (ownership)	12%	USD \$506.40/mo
Fuel (operating) @ USD 4.03	72.21%	USD \$44.41/hr

Revised Date: 2nd quarter 2024

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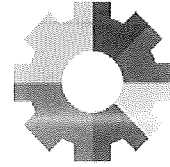
All prices shown in US dollars (\$)

## Rental Rate Blue Book®

June 19, 2024

Miscellaneous 6 AXLE 8 TIRE 80'  
Lowboy Trailers

Size Class:  
All  
Weight:  
N/A



### Configuration for 6 AXLE 8 TIRE 80'

Power Mode **Manual**

#### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,520.00	USD \$1,265.00	USD \$315.00	USD \$47.00	USD \$10.49	USD \$36.17
<b>Adjustments</b>						
Region ( Texas: 98.7%)	(USD \$58.76)	(USD \$16.44)	(USD \$4.09)	(USD \$0.61)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$4,461.24</b>	<b>USD \$1,248.56</b>	<b>USD \$310.90</b>	<b>USD \$46.39</b>	<b>USD \$10.49</b>	<b>USD \$35.84</b>

#### Non-Active Use Rates

	Hourly
Standby Rate	USD \$12.67
Idling Rate	USD \$25.35

#### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD \$2,124.40/mo
Overhaul (ownership)	27%	USD \$1,220.40/mo
CFC (ownership)	15%	USD \$678.00/mo
Indirect (ownership)	11%	USD \$497.20/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2024

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## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

**Through: Mario Canizares, Town Manager  
Bob Scott, Deputy Town Manager**

**Re: Homestead Tax Exemption**

**Town Council Meeting – June 25, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon an ordinance establishing a Homestead Tax Exemption.

**Description of Agenda Item:**

Section 11.13(n) of the State of Texas Tax Code provides for an optional residential homestead exemption by any taxing unit. Each taxing unit decides if it will offer the exemption and at what percentage. This optional homestead exemption cannot be less than \$5,000 or greater than twenty percent of the qualifying property's assessed value.

The Town Council initially approved a homestead exemption for the fiscal year 2016-2017 at seven and a half percent (7.5%). The Council increased the exemption for fiscal year 2017-2018 to ten percent (10%). The Council raised the homestead exemption to the current rate of twelve and a half percent (12.5%) for the fiscal year 2022-2023. For fiscal year 2023-2024, Council increased the exemption to fifteen percent (15%).

Finance staff presented multiple homestead exemption rate options to the Finance Sub-committee on June 20, 2024. The Finance Sub-committee recommended raising the homestead exemption rate to seventeen and a half percent (17.5%).

**Budget Impact:**

Staff estimates total savings to homestead property owners of \$1,159,628. The average savings per homestead property owner is \$111.31.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town Staff recommends that the Town Council establish a Homestead Tax Exemption of seventeen and a half percent (17.5%).

**Proposed Motion:**

I move to approve an ordinance establishing a Homestead Tax Exemption of seventeen and a half percent (17.5%).

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2024-XX

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 11.02.036, "RESIDENCE HOMESTEAD EXEMPTION," OF ARTICLE 11.02, "AD VALOREM (PROPERTY) TAXES," OF CHAPTER 11, "TAXATION," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ESTABLISHING A HOMESTEAD TAX EXEMPTION IN THE AMOUNT OF SEVENTEEN AND A HALF PERCENT (17.5%) OF THE APPRAISED VALUE OF THE HOMESTEAD; PROVIDING FOR APPROPRIATE NOTICE TO BE GIVEN BY THE CHIEF APPRAISERS OF DENTON COUNTY AND COLLIN COUNTY; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Constitution of the State of Texas was amended in 1981 by a vote of the people to allow cities the local option to grant homestead exemptions; and

**WHEREAS**, on or about June 27, 2023, the Town Council adopted an ordinance which authorized a homestead exemption in the amount of fifteen percent (15%); and

**WHEREAS**, it is the desire of the Town Council to amend the Town's existing residence homestead exemption by authorizing a homestead exemption in the amount of seventeen and a half percent (17.5%).

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:**

### **SECTION 1**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

### **SECTION 2**

From and after the effective date of this Ordinance, Section 11.02.036, "Residence Homestead Exemption," of Article 11.02, "Ad Valorem (Property) Taxes," of Chapter 11, "Taxation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

**"Sec. 11.02.036      Residence homestead exemption.**

From and after the effective date of this section, a homestead exemption of seventeen and a half percent (17.5%) is granted to all qualified homeowners subject to the Town's property tax pursuant to the laws of the state regulating the assessment of ad valorem taxes. If this percentage produces an exemption of less than \$5,000.00 when applied to a particular residence homestead, the individual shall be entitled to an exemption of \$5,000.00 of the assessed value of the property."

**SECTION 3**

The Chief Appraiser for the Denton County Appraisal District and the Chief Appraiser for the Collin County Appraisal District shall give appropriate notice to the general public advising it of the availability of the exemption.

**SECTION 4**

This Ordinance shall apply to the 2024 tax roll and all subsequent tax rolls unless repealed or amended by ordinance.

**SECTION 5**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but any remaining portion of conflicting ordinances shall remain in full force and effect.

**SECTION 6**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

**SECTION 7**

This Ordinance shall become effective after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 25TH DAY OF JUNE, 2024.**

**APPROVED:**

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**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**