



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, April 16, 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

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. Proclamation recognizing April 14-20, 2024, as National Public Safety Telecommunicators Week. (MLS)

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 March 26, 2024, Town Council Work Session meeting. (MLS)
- [3.](#) Consider and act upon the minutes from the March 26, 2024, Town Council Regular meeting. (MLS)
- [4.](#) Consider and act upon authorizing the Town Manager to enter into a Professional Services Agreement with Burgess and Niple for wastewater line smoke testing services. (CE)
- [5.](#) Consider and act upon approval of an ordinance amending and adopting the Town of Prosper 2024 Water Conservation Plan and Water Resource and Emergency Management Plan. (CE)
- [6.](#) Consider and act upon authorizing the Town Manager to enter into an agreement with Fuquay, Inc., to rehabilitate 20 wastewater manholes. (CE)
- [7.](#) Consider and act upon awarding CSP No. 2024-15-A to The Christmas Light Company, related to annual Christmas Display Services; and authorizing the Town Manager to execute a contract for the same. (DB)
- [8.](#) Consider and act upon approving a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of plans and construction documents for hike & bike trail connections within the Doe Branch Property and authorizing the Town Manager to execute documents for the same. (DB)
- [9.](#) Consider and act upon approving a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of a conceptual rendering and plans and construction documents for screening elements and trail / sidewalk within the Right of Way along Prosper Trail and authorizing the Town Manager to execute documents for the same. (DB)
- [10.](#) Consider and act upon approving a Professional Services Agreement between Knight Erosion Control Inc. and the Town of Prosper, Texas, for the design and construction of erosion control improvements in Frontier Park and for the Doe Branch Property and authorizing the Town Manager to execute documents for the same. (DB)
11. Consider and act upon authorizing the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2). (HW)
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Hunt Wandering Creek Land, LLC, and the Town of Prosper relative to Wandering Creek. (DH)
- [13.](#) 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)

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:

- [14.](#) Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) to allow a Licensed Child-Care Center use, on 2.0± acres, on Barnes Addition, Block A, Lot 1, located on the east side of Parvin Street and 190± feet south of Seventh Street. (ZONE-23-0038) (DH)
- [15.](#) Conduct a public hearing and consider and act upon a request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development–Downtown Office to allow multifamily, office, and retail uses, located on the northeast corner of Coleman Street and Sixth Street. (ZONE-23-0029) (DH)
- [16.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between O E 6th, LLC, and the Town of Prosper relative to Prosper Central Addition, Block 1, Lot 1. (DH)
- [17.](#) Consider and act upon authorizing the Town Manager to execute an Amendment to Participating Member Contract between the Upper Trinity Regional Water District, and the Town of Prosper, Texas, related to subscribing for additional wastewater treatment capacity associated with the expansion of the Doe Branch Water Reclamation Plant. (CE)
18. 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 Article 1.09 and Article 8.03 of the Town's Code of Ordinances, and Chapter 214 of the Texas Local Government Code, 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, April 12, 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) 569-1011 at least 48 hours prior to the meeting time.



MINUTES

Item 2.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, March 26, 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 Craig Andres
Deputy Mayor Pro-Tem Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges
Councilmember Charles Cotten

Staff Members Present:

Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Chris Landrum, Finance Director
Hulon Webb, Director of Engineering Services
David Hoover, Development Services Director
Todd Rice, Communications and Media Relations Manager
Robert Cook, Facilities Manager
Doug Kowalski, Police Chief

Items for Individual Consideration

1. Crisis Communications Training. (MR/RB)

Mr. Rylander presented an update to the Media Relations Policy. He provided an overview of dealing with the media, identifying properly credentialed media organizations, referring questions to the Communications Department, handling news conferences, and adding disclaimers to personal social media accounts.

EXECUTIVE SESSION:

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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 – Consultation with the Town Attorney to discuss legal issues associated with any agenda item.

The Town Council recessed into Executive Session at 5:32 p.m.

Reconvene into Work Session

The Town Council reconvened back into the Work Session at 5:59 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 5:59 p.m.

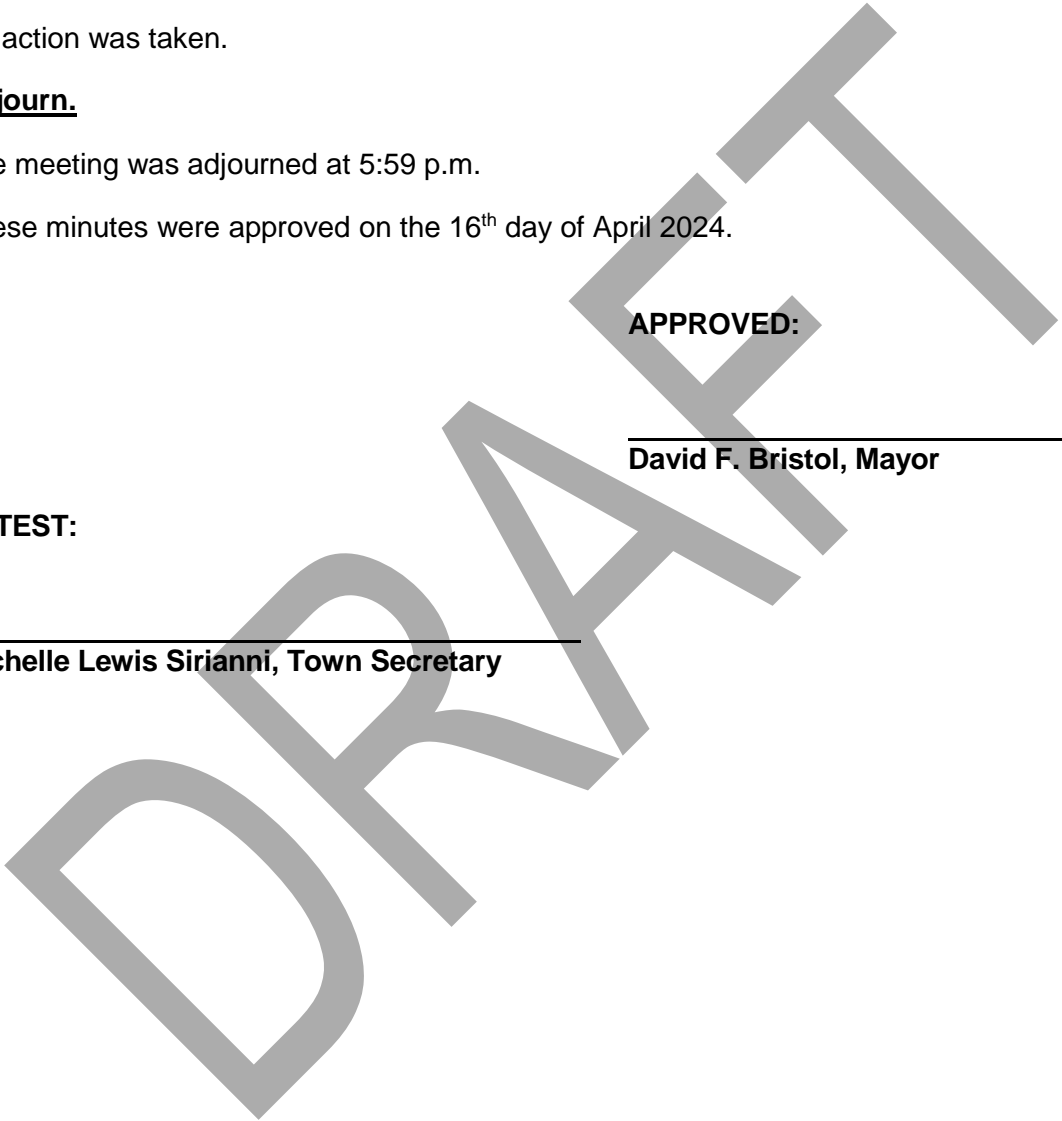
These minutes were approved on the 16th day of April 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary





MINUTES
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
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The meeting was called to order at 6:15 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Craig Andres
Deputy Mayor Pro-Tem Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges
Councilmember Charles Cotten

Staff Members Present:

Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Chris Landrum, Finance Director
Hulon Webb, Director of Engineering Services
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Whitney Rehm, Budget Officer and Grants Administrator
Todd Rice, Communications and Media Relations Manager
Jessika Hotchkin, Help Desk Technician
Robert Cook, Facilities Manager
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief

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

Jeremy Meister with Gateway Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Kern made the following announcements:

A reminder that Town Hall Offices will be closed Friday, March 29 for the Good Friday Holiday. Trash and recycling services will run as normally scheduled.

Prosper Community Library will be closed on Saturday, March 30 due to the holiday. The book drop box will be closed Thursday, March 28 at 8:00 p.m. until Monday, April 1 at 9:00 a.m. for the holiday weekend.

Residents who have moved to Prosper since August 2023 are invited to our New Resident Mixer on Thursday, April 4, 2023, from 5:00 p.m. to 7:00 p.m. Please join us for an evening of family-friendly fun with entertainment and refreshments as you meet new neighbors and Town staff.

Booths will be set up on the South Lawn of Town Hall with information about Town services. We look forward to meeting you!

The annual Prosper Spring Cleanup is scheduled for Saturday, April 6 from 8 a.m. to 12 p.m. at Town Hall. Residents will have an opportunity to dispose of various items. To enter the event, please be prepared to show your utility bill and valid driver's license. Visit the Town's website for more information including a list of acceptable items.

The Prosper Downtown Advisory Committee is holding a logo competition for all Prosper students grades 9-12, including Prosper ISD, private school, and home school students are eligible to participate. The Committee is seeking a logo that embodies the essence of our beautiful downtown. The submission deadline is Friday, April 12. Get all the details and apply at prospertx.gov/downtownlogo

CONSENT AGENDA:

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1. **Consider and act upon the minutes from the March 12, 2024, Town Council Work Session meeting. (MLS)**
2. **Consider and act upon the minutes from the March 12, 2024, Town Council Regular meeting. (MLS)**
3. **Consider acceptance of the February 2024 monthly financial report. (CL)**
4. **Consider and act upon Ordinance 2024-26 releasing 12.368 Acres, more or less, generally located north of US Highway 380 between the Dallas North Tollway and Mahard Parkway in Collin County, from the Town's Extraterritorial Jurisdiction. (TW)**
5. **Consider and act upon approving the purchase of bunker gear, wildland gear, supplies, and equipment from NAFECO INC., utilizing the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same. (SB)**
6. **Consider and act upon approving the purchase of radio equipment and supplies from Motorola Solutions, Inc., utilizing the State of Texas DIR Contract TSO-4101; and authorizing the Town Manager to execute documents for same. (DK)**
7. **Consider and act upon authorizing the Town Manager to execute a contract with Nouveau Technology Services, LP, for interior improvements to Town Hall. (CE)**
8. **Consider and act upon Ordinance 2024-27 renaming a north-south segment of First Street to Wildcat Way and renaming an east-west segment to Wear Cemetery Lane located west of Whitley Place Drive. (HW)**
9. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the Legacy Drive Traffic Signals and First Street/Windsong Parkway Intersection Analysis project. (HW)**
10. **Consider and act upon Ordinance 2024-28 granting a Specific Use Permit (SUP) for a Licensed Child-Care Center use and a one-year approval of a temporary**

building, as shown on the Site Plan, “Exhibit B”, on 9.7± acres on Collin County School Land Survey, Abstract 147, Tracts 145, 168, and 172, located on the east side of Church Street and 305± feet south of First Street. The property is zoned Single Family-15. (ZONE-23-0035) (DH)

11. **Consider and act upon Ordinance 2024-29 amending the number of contiguous units that constitute a row of Townhomes in Planned Development-111 (PD-111), Ordinance No. 2021-52, to two (2) to seven (7) connected residential units, located north of US 380 (University Drive) and west of Lakewood Drive. (ZONE-24-0003) (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)**

Mayor Pro-Tem Andres made a motion to approve consent agenda items 1 through 12. Councilmember Hodges seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Parker Reguero, 1811 Santa Fe Lane, listed concerns for those residing in Frontier Estates, which consisted of the excessive influx of cut-through traffic entering the neighborhood from Frontier Parkway and exiting on Preston Road to bypass the traffic signal and the current noise levels on Frontier Parkway, and the anticipation of them worsening as the road expansion progresses. He requested a traffic study to be conducted to adjust the timing at the Preston Road and Frontier Pkwy intersection and for TxDOT to conduct another noise analysis or ideally a noise barrier wall to be installed between their neighborhood and the road as part of the expansion project.

Raj Sripada, 1651 Santa Fe Lane, noted the same concerns as Mr. Reguero.

Mr. Canizares noted the Police Chief and Director of Engineering Services are in attendance and will have staff can reach out to facilitate a meeting to discuss further.

Items for Individual Consideration:

13. **Conduct a public hearing and consider and act upon a request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development–Downtown Office to allow multifamily, office, and retail uses, located on the northeast corner of Coleman Street and Sixth Street. (ZONE-23-0029) (DH)**

Mr. Hoover introduced the item noting the intent of the request is to construct a two-story, mixed-use building that allows for multifamily, office, and retail uses. The first floor will consist of office and retail uses while the second floor will consist of a maximum of four multifamily units. Mr. Hoover outlined the surrounding zoning, permitted uses, parking requirements, landscaping requirements, and architectural standards. The Planning and Zoning Commission recommended approval of the item with a 4-2 vote. The Commissioners voting in opposition were due to concerns with the multifamily component, and the adjacency to residential development to the east. Staff recommends approval.

The Town Council discussed parking, setbacks from Coleman, landscaping, lighting, and alleyway improvements.

Mo Adepoju, applicant for the project addressed parking, the maximum size of the multifamily units, access to the office space, and the main entrance and exits.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council further discussed permitted uses, limiting signage to Coleman, parking, façade elevations, fencing, and concerns of the height of the building.

Deputy Mayor Pro-Tem Ray made a motion to table a request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development–Downtown Office to allow multifamily, office, and retail uses, located on the northeast corner of Coleman Street and Sixth Street to April 16, 2024. Mayor Pro-Tem Andres seconded the motion. Motion carried unanimously.

14. Consider and act upon authorizing the Town Manager to execute an Amendment to Participating Member Contract between the Upper Trinity Regional Water District, and the Town of Prosper, Texas, related to subscribing for additional wastewater treatment capacity associated with the expansion of the Doe Branch Water Reclamation Plant. (CE)

Mayor Bristol stated he would like this item to be referred to the Capital Improvement and Finance Subcommittee's for their review.

Councilmember Cotten made a motion to postpone authorizing the Town Manager to execute an Amendment to Participating Member Contract between the Upper Trinity Regional Water District, and the Town of Prosper, Texas, related to subscribing for additional wastewater treatment capacity associated with the expansion of the Doe Branch Water Reclamation Plant. Councilmember Kern seconded the motion. Motion carried unanimously.

15. Discuss and consider Town Council Subcommittee reports. (DFB)

Downtown Advisory Committee: Deputy Mayor Pro-Tem Ray noted updates being made in Downtown and that staff went out to bid for the arches with five responses received.

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

Mayor Bristol requested a review of the solicitation ordinance, an update regarding the concerns in Frontier Estates noted during Citizen Comments, and to explore an ordinance for the operation/use of drones for retail delivery.

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 551.074 - To discuss and consider personnel matters, including the annual evaluation of the Town Manager, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 7:37 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 9:29 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:29 p.m.

These minutes were approved on the 16th day of April 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Wastewater Line Smoke Testing Services

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into a Professional Services Agreement with Burgess and Niple for wastewater line smoke testing services.

Description of Agenda Item:

Annually the Town Public Works department selects segments of the wastewater collection system to test for inflow and infiltration (I&I). This is when groundwater or runoff enters the collection system causing an increase in flows that need treatment and increasing the Town's treatment costs.

As part of this process, smoke is injected into the collection system to identify locations that may be allowing water to penetrate. These locations can then be repaired to seal the system and reduce the amount of infiltration of the system.

Budget Impact:

The cost of the testing is \$49,855 and this funding is budgeted annually to test portions of the collection system. Project costs will be charged to account 200-5480-50-03.

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. Proposal from Burgess and Niple

Town Staff Recommendation:

Town Staff recommends Town Council authorize the Town Manager to enter into a Professional Services Agreement with Burgess and Niple for wastewater line smoke testing services.

Proposed Motion:

Item 4.

I move to authorize the Town Manager to enter into a Professional Services Agreement with Burgess and Niple for wastewater line smoke testing services.

BURGESS & NIPLE

9601 Amberglen Boulevard | Suite 275 | Austin, TX 78729 | 512.306.9266

Proposal for Technical Services

DATE: March 28th, 2024

TO: Town of Prosper
250 W. First St.
Prosper, TX 75078

FROM: Burgess & Niple, Inc.
9601 Amberglen Blvd, Suite 275
Austin, Texas 78729

PROJECT: 2024 Phase 8 Smoke Testing

This project is an assessment of portions of the Town of Prosper wastewater collection system using a traditional smoke testing method. The goal of the project is to identify system deficiencies caused by structural and inflow and infiltration related issues. The goals of the project shall be accomplished through the performance of various tasks listed below by Burgess and Niple, Inc. (ENGINEER) for the Town of Prosper (OWNER):

1.0 PROJECT WORK PLAN

This proposed work plan is being presented to the OWNER with the primary goal to perform a traditional smoke test of OWNER designated portions of the wastewater collection system and document findings.

Task 1 – Preparatory Work, Project Organization & Mobilization

This task provides for the deployment of equipment and personnel to the project area and development of formal communication channels and data security protocols. Under this task, ENGINEER will:

- Attend any scheduled Project Kickoff Meetings
- Develop and organize field task efforts
- Develop project status reporting formats
- Develop formal communication channels
- Develop field task maps and data collection formats
- Develop format for preparing and submitting invoices
- Develop channels for communication of Action Items
- Mobilize field crews to the project area

Required from Others: Wastewater collection system map in electronic format.

Deliverables: Attendance of the appropriate personnel at the Project Kickoff Meeting and development of the items listed above for ENGINEER interface with the OWNER.

Compensation for this task shall be on a lump sum basis as shown in Table 1 – Compensation.

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Task 2 – Smoke Testing

Smoke testing shall be completed on portions of the wastewater collection system (currently estimated to be ±56,053 linear feet) within the area of the collection system as designated by the OWNER. A map of the area is attached to this proposal for the area identified to be smoke tested. Harmless smoke will be introduced into the sewer system using air blowers having a minimum rated capacity of 4,000 CFM. Smoke testing shall be conducted under dry weather conditions to allow the maximum detection of inflow and rainfall responsive infiltration sources. Notification of residences and businesses shall be made 24 hours prior to smoke testing via door hangers and verbal communication.

Digital photographs of every smoke leak found will be taken and GPS coordinates of the leak location collected and attached to the field forms.

Smoke testing data collected in the field will include:

- Upstream/downstream manhole number/Line ID
- Length of sewer line
- Ground cover over line segment
- GPS coordinates of smoke emission
- Degree of smoke observed
- Leak location relative to drainage paths/ponding areas
- Storm sewer crossings or cross connections
- Classifications of defects as:
 - Main line
 - Manhole
 - Public service line
 - Private service line

Assumptions: Based on available information, there are an estimated 56,053 LF of wastewater collection lines in the area to be tested. The field data for each smoke test shall be recorded in Microsoft Access format. ENGINEER will provide immediate notification of field conditions that could cause damage to persons or property. Any public meetings, if required for this project, should be conducted before the smoke testing operations begin.

Required from Others: The OWNER will provide assistance in locating and opening existing manholes, cleanouts, and access devices as required. The OWNER will provide access to all system appurtenances in the study area. The OWNER shall provide listings of persons to be notified on a daily basis of work locations during smoke testing.

Deliverables: Smoke testing services for approximately 56,053 LF of existing sanitary sewer mains of various sizes.

Compensation for this task shall be on a per unit basis as shown in Table 1 – Compensation.

Task 3 – Engineering Evaluation, Data Analysis, and Report

This task consists of engineering supervision of all field data collection operations, analysis of the collected data and presentation of the field data and analysis results as a Final Report, which shall include the following information. The OWNER may, at its discretion, request that an Interim Report be presented for the purpose of review and comment. Comments from the Interim Report shall be incorporated into the Final Report.

- a. Description of the type and nature of the problems found in the system. This information shall include the type of leak located, estimated leak rate, and estimated construction cost to repair the leak.

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- b. Database printout of recommended rehabilitation cost ranked by unit cost
- c. Database listing of all problems located, along with the digital photograph documentation of the defect. Database inventory of all inspected collection lines.
- d. Recommendations for rehabilitation work grouped by major system component (main lines, service lines, and manholes). The recommendations will provide the information necessary for the rehabilitation work to be performed either by the OWNER or by a Contractor.
- e. ArcGIS project outlining the location of all located leaks, all inspected system components, and location of all recommended system rehabilitation.

One original copy of the collected field data with photographs of smoke leaks and project database will be provided to the OWNER in both electronic and hardcopy formats, as appropriate.

Compensation for this task shall be on a lump sum basis as shown in Table 1 – Compensation.

2.0 INDEMNIFICATION

In addition, and notwithstanding any other provisions of the Agreement, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless The ENGINEER, its officers, directors, employees, and subconsultants, against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above names of the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the negligent acts of negligent failure to act by ENGINEER.

3.0 INSURANCE

Prior to the commencement of any work, ENGINEER shall furnish the OWNER with certificates of insurance covering claims arising out of the performance of the Services and caused in whole or part by the errors, omissions, or negligent acts for which B&N is legally liable. Such certificates shall provide that the OWNER receives at least thirty (30) days prior written notice of any material change in, or the cancellation of such insurance.

- Workers' Compensation Insurance in accordance with applicable state requirements
- Errors and Omissions Insurance with limits not less than \$1,000,000.00 combined single limit
- Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined limit of \$500,000.00 per occurrence for bodily injury and property damage.

4.0 COMPENSATION FOR SERVICES AND TERMS OF PAYMENT

The total price to cover all services described under the Scope of Work will be computed based on the unit prices shown in Table 1 and quantities of work completed as authorized by the OWNER including the lump sum tasks amounts being established by percent of completion. Quantities found in field investigation may vary and will be performed and charged by the unit price shown in Table 1 in an amount not to exceed the total proposal cost of \$49,855.00 by 10%, unless authorized in writing by the OWNER. Invoices will be rendered monthly and are due within thirty (30) days of receipt. Table 1 delineates the unit price for each task.

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Table 1 – Compensation

| Task | Task Description | Unit | Estimated Quantities | Unit Price | Total Price |
|--------------|---|-------------|----------------------|------------|--------------------|
| 1 | Preparatory Work, Project Organization & Mobilization | Lump Sum | 1 | \$4,300.00 | \$4,300.00 |
| 2 | Smoke Testing | Linear Foot | 56,053 | \$0.67 | \$37,555.00 |
| 3 | Engineering Evaluation, Data Analysis and Report | Lump Sum | 1 | \$8,000.00 | \$8,000.00 |
| TOTAL | | | | | \$49,855.00 |

5.0 INFORMATION AND SERVICES TO BE PROVIDED BY THE OWNER

The OWNER shall provide the following information and services:

1. Mapping (ArcGIS format) and associated data representing the existing sewer system including lift stations, sewer lines, manholes, cleanouts, street right of ways, easements, and creeks and/or waterways within the Study Area.
2. Liaison with OWNER officials to provide effective coordination and cooperation between the fire, police, utility departments and ENGINEER as necessary during execution of field work.
3. Access to manholes and cleanouts.
4. Assistance by OWNER personnel, knowledgeable of manhole and cleanout locations, and in locating buried or hidden manholes or cleanouts.
5. Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.

6.0 SCHEDULE

The work being performed under this project shall be completed in eight weeks (assuming favorable weather conditions and field crew availability).

7.0 NOTICE TO PROCEED

The completion of the proposed work shall be contingent upon receipt of Authorization to Proceed by the OWNER and a signed copy of this proposal.

Town of Prosper
3/28/2024

BURGESS & NIPLE, INC.

TOWN OF PROSPER



Edwin J. Mucillo, PE
Chairman

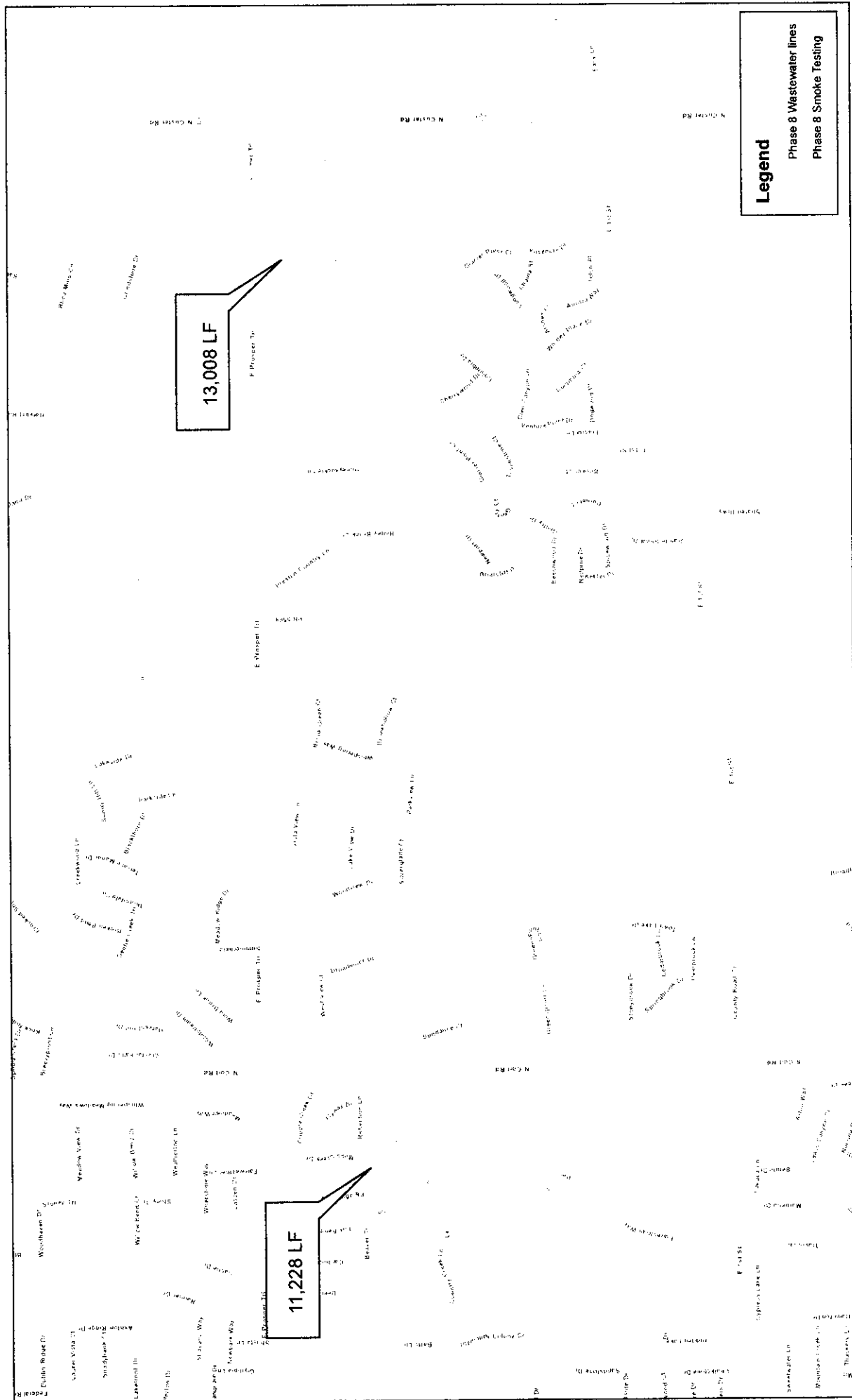
Signature

3/28/2024

Date

Title

Date



MAP OF PROSPER SMOKE TESTING 2024 PHASE 8: FIGURE 2

Item 4.



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: 2024 Conservation Plan and Water Resource Management Plan

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approval of an ordinance amending and adopting the Town of Prosper 2024 Water Conservation Plan and Water Resource and Emergency Management Plan.

Description of Agenda Item:

As a member of the North Texas Municipal Water District (NTMWD), the Town of Prosper must maintain a water conservation and drought contingency plan to ensure availability of treated water for its customers and regional customers. The plan must be adopted every five years with the goal to minimize water loss/waste and improve efficiency of water use. The plan sets a goal of reducing average daily residential use from 138 gallons per day to 134 gallons per day over the next 10 years.

This plan was previously approved in 2019 and, overall, does not significantly change other than certain amendments required by NTMWD. These include:

- Requirement that customers using one million gallons per year or have a lot greater than one acre in size must submit an evaluation by a licensed irrigator for permanently installed irrigation systems every 3 years to determine efficient operation of the system. (Section 8.02. H of the Water Conservation Plan)
- Requires hotels and motels must offer a linen reuse option to customers. (Section 8.02.I of the Water Conservation Plan)
- Prohibits restaurants, bars, and other commercial food or beverage establishments that provide drinking water to customers unless a specific request is made by the customer for drinking water. (Section 8.02.I of the Water Conservation Plan)

The plan does include recommended water waste prohibitions for future consideration but does not formally adopt them. These provisions are in Section 8.03.B of the Water Conservation Plan and may be adopted under the plan in the future.

- Prohibiting runoff from property greater than 50 ft.
- Prohibit outdoor watering when temperatures are below 32°.
- Failure to repair a controllable leak, including but not limited to a broken sprinkler head, a

- leaking valve, leaking or broken pipes, or a leaking faucet.
- Washing of driveways, sidewalks, parking lots or other impervious surface areas with an open hose or spray nozzle attached to an open hose, except when required to eliminate conditions that threaten public health, safety, or welfare.

The plan adds triggers for initiating Water Resource Management Stages in the event of reduced water availability in Section 2.04.A Water Resource and Emergency Management Plan:

- Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the distribution system.
- Texas State Governor has declared a drought disaster declaration for Collin and/or Denton County.

Public Works environmental staff conducts regular outreach regarding water conservation and will include these updates in its information to assist customers in managing water use.

Budget Impact:

There is no budgetary impact affiliated with this item.

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 Adopting the 2024 Water Conservation Plan
2. 2024 Water Conservation Plan and Water Resource and Emergency Management Plan

Town Staff Recommendation:

Town Staff recommends Town Council approval of an ordinance amending and adopting the Town of Prosper 2024 Water Conservation Plan and Water Resource and Emergency Management Plan

Proposed Motion:

I move to approve an ordinance amending and adopting the Town of Prosper 2024 Water Conservation Plan and Water Resource and Emergency Management Plan

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 13.05.001, "PLAN ADOPTED," OF ARTICLE 13.05, "WATER CONSERVATION AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN," OF CHAPTER 13, "UTILITIES," OF THE TOWN'S CODE OF ORDINANCES; ADOPTING A WATER CONSERVATION AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas (the "Town"), recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the Town recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the Town cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Texas Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the Town adopt a Water Resource and Emergency Management Plan; and

WHEREAS, the Town has determined an urgent need in the best interests of the public to adopt a Water Resource and Emergency Management Plan; and

WHEREAS, pursuant to Chapters 51 and 54 of the Texas Local Government Code, the Town is authorized to adopt any such ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), desires to adopt an amended Water Conservation and Water Resource and Emergency Management Plan for the Town of Prosper as official Town policy for water conservation; and

WHEREAS, the Town Council has investigated and determined that it will be advantageous and beneficial to the citizens of Prosper and will protect the public health, safety and welfare to adopt a Water Resource and Emergency Management Plan.

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 13.05.01, "Plan Adopted," of Article 13.05, "Water Conservation and Water Resource and Emergency Management Plan" of Chapter 13, "Utilities," of the Town's Code of Ordinances is amended to read as follows:

“Sec. 13.05.001 Plan Adopted

The Town Council hereby approves and adopts for the town, its citizens and water customers the new Water Conservation and Water Resource and Emergency Management Plan (the “Plan”), attached to this Ordinance as Exhibit A and incorporated herein for all purposes. A copy of this Ordinance and the Plan are available in the Town Secretary’s Office.”

SECTION 3

The Town Council hereby approves and adopts the Plan, as referenced in Section 2 of this Ordinance, as if recited verbatim herein. The Town commits to implement the requirements and procedures set forth in the adopted Plan.

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5

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 of Prosper 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 6

The Town Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code, as amended.

SECTION 7

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00), and each and every day that such violation continues shall be considered a separate offense; provided, however, that such penal provision shall not preclude a suit to enjoin such violation. The Town of Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 16th DAY OF APRIL, 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A

(Water Conservation and Water Resource and Emergency Management Plan)



Town of Prosper

2024 Water Conservation Plan and Water Resource and Emergency Management Plan

This Water Conservation Plan has been developed in accordance with the requirements of 30 Texas Administrative Code (TAC) Chapter 288. A copy of the version of 30 TAC Chapter 288 in place at the time of this Plan preparation is included in Appendix B.

Adopted on

DEFINITIONS

AQUATIC LIFE means a vertebrate organism dependent upon an aquatic environment to sustain its life.

ATHLETIC FIELD means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports and league play sanctioned by the utility providing retail water supply.

BEST MANAGEMENT PRACTICES (BMPs) are voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

COMMERCIAL VEHICLE WASH FACILITY means a permanently located business that washes vehicles or other mobile equipment with water or water-based products, including but not limited to self-service car washes, full-service car washes, roll-over/in-bay style car washes, and facilities managing vehicle fleets or vehicle inventory.

COMMERCIAL FACILITY means business or industrial buildings and the associated landscaping, but does not include the fairways, greens, or tees of a golf course.

CONSERVATION includes those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

COOL SEASON GRASSES are varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include but are not limited to perennial and annual rye grass, Kentucky blue grass and fescues.

CUSTOMERS include those entities to whom NTMWD provides wholesale water that are not member cities of NTMWD.

DESIGNATED OUTDOOR WATER USE DAY means a day prescribed by a rule on which a person is permitted to irrigate outdoors.

DRIP IRRIGATION is a type of micro-irrigation system that operates at low pressure and delivers water in slow, small drips to individual plants or groups of plants through a network of plastic conduits and emitters; also called trickle irrigation.

DROUGHT, for the purposes of this report, means an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources (in this case reservoirs) to be depleted.

ET/SMART CONTROLLERS are irrigation controllers that adjust their schedule and run times based on weather (ET) data. These controllers are designed to replace the amount of water lost to evapotranspiration.

EVAPOTRANSPIRATION (ET) represents the amount of water lost from plant material to evaporation and transpiration. The amount of ET can be estimated based on the temperature, wind, and relative humidity.

EXECUTIVE DIRECTOR means the Executive Director of NTMWD and includes a person the Executive Director has designated to administer or perform any task, duty, function, role, or action related to this Plan or on behalf of the Executive Director.

FOUNDATION WATERING means an application of water to the soils directly abutting (within 2 feet of) the foundation of a building or structure.

INTERACTIVE WATER FEATURES means water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.

IRRIGATION SYSTEM means a permanently installed, custom-made, site-specific system of delivering water generally for landscape irrigation via a system of pipes or other conduits installed below ground.

LANDSCAPE means any plant material on a property, including any tree, shrub, vine, herb, flower, succulent, ground cover, grass or turf species, that is growing or has been planted out of doors.

MEMBER CITIES include the cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, and Wylie, Texas, which are members of NTMWD.

MUNICIPAL USE means the use of potable water provided by a public water supplier as well as the use of treated wastewater effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

NEW LANDSCAPE means: (a) vegetation installed at the time of the construction of a residential or commercial facility; (b) installed as part of a governmental entity's capital improvement project; or (c) installed to stabilize an area disturbed by construction.

ORNAMENTAL FOUNTAIN means an artificially created structure from which a jet, stream, or flow of treated water emanates and is not typically utilized for the preservation of aquatic life.

POND is considered to be a still body of water with a surface area of 500 square feet or more. This does not include recreational swimming pools.

PUBLIC WATER SUPPLIER is an individual or entity that supplies water to the public for human consumption.

REGIONAL WATER PLANNING GROUP is a group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code §16.053.

REGULATED IRRIGATION PROPERTY means any property of a designated customer class (i.e., commercial) that uses one million gallons of water or more for irrigation purposes in a single calendar year or is greater than one acre in size.

RESIDENTIAL GALLONS PER CAPITA PER DAY (RESIDENTIAL GPCD) means the total gallons sold for retail residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

RETAIL CUSTOMERS include those customers to whom the utility provides retail water from a water meter.

REUSE is the authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

SOAKER HOSE means a perforated or permeable garden-type hose or pipe that is laid above ground that provides irrigation at a slow and constant rate.

SPRINKLER/SPRAY IRRIGATION is the method of applying water in a controlled manner that is similar to rainfall. The water is distributed through a network that may consist of pumps, valves, pipes, and sprinklers.

SPRINKLER means an above-ground water distribution device that may be attached to a garden hose.

RECREATIONAL/SWIMMING POOL is defined as a body of water that involves contact recreation. This includes activities that are presumed to involve a significant risk of ingestion of water (e.g. wading by children, swimming, water skiing, diving, tubing, surfing, etc.)

TOTAL GALLONS PER CAPITA PER DAY (TOTAL GPCD) means the total amount of water diverted and/or pumped for potable use less wholesale sales divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in TAC §288.1 shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

WATER CONSERVATION COORDINATOR is the person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

WATER CONSERVATION PLAN means the Member City or Customer water conservation plan approved and adopted by the utility.

WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN means a plan for temporary supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code Title 30, Chapter 288, Subchapter B. This is sometimes called a drought contingency plan.

ABBREVIATIONS

| | |
|----------|---|
| Ac-Ft/Yr | Acre-Feet per Year |
| BMP | Best Management Practices |
| CDC | Centers for Disease Control and Prevention |
| DWU | Dallas Water Utilities |
| E&O | Education and Outreach |
| ED | Executive Director |
| EPA | Environmental Protection Agency |
| ET | Evapotranspiration |
| FNI | Freese and Nichols, Inc. |
| gpf | Gallons per Flush |
| gpm | Gallons per Minute |
| LAMP | Linear Asset Management Plan |
| LRWSP | Long Range Water Supply Plan |
| FWSD | Fresh Water Supply District |
| GPCD | Gallons per Capita per Day |
| ICIM | Industrial, Commercial, Institutional and Multifamily |
| MGD | Million Gallons per Day |
| MUD | Municipal Utility District |
| NCTCOG | North Central Texas Council of Governments |
| NTMWD | North Texas Municipal Water District |
| SUD | Special Utility District |
| TCEQ | Texas Commission on Environmental Quality |
| TRWD | Tarrant Regional Water District |
| TWDB | Texas Water Development Board |
| UTRWD | Upper Trinity Regional Water District |
| UD | Utility District |
| WCAC | Water Conservation Advisory Council |

| | |
|-------|--|
| WCP | Water Conservation Plan |
| WREMP | Water Resource and Emergency Management Plan |
| WSC | Water Supply Corporation |
| WENNT | Water Efficiency Network of North Texas |
| WTP | Water Treatment Plant |
| WWTP | Wastewater Treatment Plant |

APPENDICES

| | |
|------------|---|
| APPENDIX A | List of References |
| APPENDIX B | Texas Administrative Code Title 30 Chapter 288 |
| APPENDIX C | TCEQ Water Utility Profile |
| APPENDIX D | NTMWD Member City and Customer Annual Water Conservation Report |
| APPENDIX E | Letters to Regional Water Planning Groups and NTMWD |
| APPENDIX F | Adoption of Plans |



Town of Prosper

2024 Water Conservation Plan

This Water Conservation Plan has been developed in accordance with the requirements of 30 Texas Administrative Code (TAC) Chapter 288. A copy of the version of 30 TAC Chapter 288 in place at the time of this Plan preparation is included in Appendix B.

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Town of Prosper

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1.00 INTRODUCTION

Town of Prosper is a Customer of the North Texas Municipal Water District (NTMWD). This Plan was developed following TCEQ guidelines and requirements governing the development of water conservation plans.

The goal of the Water Conservation Plan is to serve as good stewards of water resources by preserving water supplies for essential uses and the protection of public health. The objectives to achieve this goal are as follows:

- To reduce the loss and waste of water.
- To improve efficiency in both indoor and outdoor water use.
- To maximize the level of recycling and reuse.
- To protect and preserve environmental resources.
- To extend the life of current water supplies.
- To raise public awareness of water conservation and encourage responsible personal behavior through public education programs.

1.01 MINIMUM REGULATORY REQUIREMENTS CHECKLIST

A water conservation plan is defined as “[a] strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document”. Recognizing the need for efficient use of existing water supplies, TCEQ has developed guidelines and requirements governing the development of water conservation and drought contingency plans. The minimum TCEQ requirements and where they are addressed within this document are included in **Appendix B**.

1.02 ADDITIONAL REQUIREMENTS AND GUIDANCE

In addition to TCEQ rules regarding water conservation, this Plan also incorporates both minimum requirements as required from NTMWD and elements from several conservation initiatives.

- **2024 NTMWD Water Conservation Plan** – Member Cities and Customers of the NTMWD are required to implement water conservation strategies as designated in the NTMWD Water Conservation Plan. These strategies represent minimum measures to be implemented and enforced to promote water conservation and are to remain in effect on a permanent basis.

- **Guidance and Methodology for Reporting on Water Conservation and Water Use** - Developed by TWDB and TCEQ in consultation with the Water Conservation Advisory Council (the Guidance). The Guidance was developed in response to a charge by the 82nd Texas Legislature to develop water use and calculation methodology and guidance for preparation of water use reports and water conservation plans in accordance with TCEQ rules.
- **North Texas Regional Landscape Initiative** – The North Texas regional water providers (NTMWD, DWU and TRWD) collaborated to create the Regional Landscape Initiatives. This document was developed as a resource of best management practices for municipal staff to help reduce water waste and encourage long-term water conservation in the North Texas region. Information consists of the background, importance, and benefits of each BMP and key talking points to consider when implementing the strategy. Several of the optional water management measures included in this Plan are from this collaborative initiative.

2.00 WATER UTILITY PROFILE

This section contains a description of Town of Prosper's service area and water system. This information can also be reviewed in **Appendix C**, which contains a completed TCEQ Water Utility Profile.

2.01 DESCRIPTION OF THE SERVICE AREA

Town of Prosper serves a 25.6 sq mi area with a population of 38,840. The Town of Prosper is a fast-growing community with a projected buildout population of 72,000.

2.02 WATER UTILITY PROFILE

The Town of Prosper's existing water supply is composed of the following sources.

- Purchased Treated Water from NTMWD.

3.00 WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific 5-year and 10-year water conservation goals for a water conservation plan.

3.01 5- AND 10- YEAR GOALS

Per capita water use varies from year to year based on several factors including weather conditions, changing demographics and other variables. The TWDB requires specific 5- and 10-year goals which are summarized in **Table 1**.

Table 1: Five- and 10-Year Per Capita Water Use Goals

| | Historic 5-Year Average | Baseline | 5-Year Goal 2029 | 10-Year Goal 2034 |
|--------------------------------------|-------------------------|----------|------------------|-------------------|
| Total (GPCD) ¹ | 222 | 231 | 223 | 218 |
| Residential (GPCD) ² | 138 | 148 | 138 | 134 |
| ICIM (GPCD) ³ | 21 | 22 | 22 | 23* |
| Water Loss (GPCD) ⁴ | 5 | 12 | 10 | 11* |
| Water Loss (Percentage) ⁵ | 2% | 5% | 4.8% | 5.3%* |

¹Total GPCD = (Total Gallons in System/Permanent Population/365

² Residential GPCD = (Gallons Used for Residential Use / Residential Population) / 365

³ ICIM GPCD = (Gallons Used for Industrial, Commercial, Institutional and Multi-family Use / Permanent Population) / 365

⁴ Water Loss GPCD = (Total Water Loss / Permanent Population) / 365

⁵ Water Loss Percentage = (Total Water Loss / Total Gallons in System) x 100; or (Water Loss GPCD / Total GPCD) x 100

*10-Years goals reflect Prosper’s fast-growing community with anticipated new businesses and a projected buildout population of 72,000.

3.02 METHOD FOR TRACKING

NTMWD requires Member Cities and Customers to complete annual conservation reports by March 31 of the following year and submit them to NTMWD. A copy of the form is included as Appendix D.

The completion of this Annual Water Conservation Report allows Town of Prosper to track the effectiveness of its water conservation programs over time and reassess those programs that are not providing water savings, ensuring maximum water use efficiency and greater levels of conservation.

4.00 METERING, RECORDS AND WATER LOSS CONTROL

4.01 METERING PROGRAM

One of the key elements in water conservation is careful tracking of water use and control of losses. Careful metering of water deliveries and water use, detection, and repair of leaks in the distribution system, and regular monitoring of unaccounted water are important in controlling losses.

ACCURATE METERING OF TREATED WATER DELIVERIES FROM NTMWD

Accurate metering of water diversions and deliveries, detection, and repair of leaks in the raw water transmission and potable water distribution systems and regular monitoring of nonrevenue water are important elements of NTMWD’s program to control losses. Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of ±2%. These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

METERING OF CUSTOMER AND PUBLIC USES

Town of Proser uses Neptune meters that are electronically metered through AclaraONE.

METER TESTING, REPAIR AND REPLACEMENT

The Town of Prosper plans to test 1% of meters that are older than 10 years and replace as needed. Meters are also tested and replaced as needed by request or when issues arise.

4.02 MONITORING AND RECORD MANAGEMENT PROGRAM

As required by TAC Title 30, Chapter 288, a record management system should allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information is included in the NTMWD annual water conservation report that is included in **Appendix D**.

4.03 WATER LOSS CONTROL PROGRAM

DETERMINATION AND CONTROL OF WATER LOSS

Total water loss is the difference between treated water pumped and authorized consumption or metered deliveries to customers. Authorized consumption includes billed metered uses, unbilled metered uses, and unbilled unmetered uses such as firefighting and releases for flushing of lines.

Water losses include two categories:

- Apparent losses such as inaccuracies in customer meters. (Customer meters tend to run more slowly as they age and under-report actual use). Unauthorized consumption due to illegal connections and theft.
- Real losses due to water main breaks and leaks in the water distribution system and unreported losses.

LEAK DETECTION AND REPAIR

Water utility crews, building inspectors, and personnel will look for and report evidence of leaks in the water distribution system. Water usage is tracked using advanced metering infrastructure to collect data and is monitored closely by our Utility Billing Department. Areas of the water distribution system, in which numerous leaks and line breaks occur, will be targeted for replacement, as funds are available.

5.00 CONTRACT REQUIREMENTS FOR WHOLESALE CUSTOMERS

Every water supply contract entered into or renewed after official adoption of this water conservation plan, including any contract extension, will include a requirement that each wholesale customer of Town of Prosper must develop and implement a water conservation plan and water conservation measures. If the customer intends to resell the water, then the contract between the initial supplier and customer must specify that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of Title 30 TAC Chapter 288.

6.00 RESERVOIR SYSTEM OPERATIONS PLAN

The Town of Prosper purchases treated water from NTMWD and does not have surface water supplies for which to implement a reservoir system operations plan. NTMWD operates multiple sources of water supply as a system. The operation of the reservoir system is intended to optimize the use of the District’s sources (within the constraints of existing water rights) while minimizing energy use cost for pumping, maintaining water quality, minimizing potential impacts on recreational users of the reservoirs and fish and wildlife.

7.00 CONSERVATION PLAN ADOPTION AND ENFORCEMENT

7.01 MEANS OF IMPLEMENTATION AND ENFORCEMENT

Staff will implement the Plan in accordance with adoption of the Plan. **Appendix F** contains a copy of the ordinance adopted regarding this Plan. The document designates responsible officials to implement and enforce the Plan.

Administrative fees for violations to the Town’s Water Conservation and Water Resource and Emergency Management Plan shall be added to the water account holder’s regular monthly Town utility bill for city expenses incurred due to the account holder’s violation as follows:

| | |
|---------------------------------|--|
| First Offense: | Courtesy Door Tag Warning |
| Second Offense: | Certified Letter notifying of violation. |
| Third Offense: | \$100 |
| Fourth and Subsequent Offenses: | \$300 |

Repeated offenses may result in water service shut off.

7.02 REVIEW AND UPDATE OF WATER CONSERVATION PLAN

TCEQ requires that the water conservation plan be updated every five years. This Plan will be updated as required and as appropriate based on new or updated information.

7.03 REGIONAL WATER PLANNING GROUP AND NTMWD NOTIFICATION

In accordance with TCEQ regulations, a copy of this water conservation plan was provided to the Region C Water Planning Group. In accordance with NTMWD contractual requirements, a copy of this water conservation plan was also sent to NTMWD. **Appendix E** includes a copy of the letter sent.

8.00 WATER CONSERVATION PROGRAM

8.01 PUBLIC EDUCATION PROGRAM

- The Town of Prosper partners with Rooted In® to offer water smart workshops to residents, showcasing them prominently on the town's website. These workshops educate residents on sprinkler systems, rain barrels, and water smart plants, empowering them to reduce water waste effectively.
- The Town of Prosper promotes WaterMyYard® app, available on the town's website, providing weekly updates on water recommendations via the 'Water Conservation' page.
- The Town of Prosper educates residents on water conservation through online resources such as videos and research articles, disseminated via social media channels, the town's website, and weekly e-newsletters.
- The Town of Prosper sends out mailing inserts quarterly with the utility bill to every resident which contains information regarding water education along with seasonal watering guidelines.
- The Town of Prosper promotes the Texas SmartScape website (www.txsmartscape.com) and provides water conservation tools which are available to the public at Town Hall.
- The Town of Prosper partners with EPA WaterSense programs and supports initiatives such as 'Fix A Leak Week' through various promotional materials.
- The Town of Prosper participates in various outreach events such as The Garden Show, organized by the Texas Master Gardener, setting up booths with educational materials aimed at raising public awareness about water consumption reduction strategies.
- The Town of Prosper partnered with Texas A&M AgriLife® to develop a Demonstration & Research Garden in 2015 using Earth Kind® practices with

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native and adaptive plants. These gardens, maintained by the Texas Master Gardeners®, have tours available to interested individuals.

- Town of Prosper Public Works offers free sprinkler evaluations, providing residents with one-on-one education to demonstrate their water usage before and after evaluation.

8.02 REQUIRED CONSERVATION STRATEGIES

The following water conservation strategies are required. These strategies represent minimum measures to be implemented and enforced to promote water conservation and are to remain in effect on a permanent basis.

A. TCEQ CONSERVATION PLAN REQUIREMENTS

The preceding sections cover the regulatory requirements identified in TAC Title 30, Part 1, Chapter 288, Subchapter B, Rule 288. These rules are included in **Appendix B**.

B. CONSERVATION COORDINATOR

The designation of a Conservation Coordinator is required by House Bill 1648, effective September 1, 2017 for all retail public water utilities with 3,300 service connections or more. The NTMWD requires that all Member Cities and Customers, regardless of number of connections, appoint a Conservation Coordinator who will serve as the primary point of contact between the entity and the District on conservation matters.

The duties of the Conservation Coordinator are as follows:

- Submit an annual conservation report to NTMWD by March 31. This is referred to as the 'Appendix D Report'. NTMWD will provide a blank workbook for each Member City and Customer to fill out prior to the deadline.
- Submit an adopted water conservation and water resource and emergency management plan by May 1, 2024 (and every five years afterwards). These plans must be submitted to NTMWD, the applicable Regional Water Planning Group, TCEQ and TWDB. The conservation coordinator is also responsible for submitting a copy of the Plan if it is updated after initial adoption and submission.

Town of Prosper's Conservation Coordinator is identified below. The Town of Prosper will notify NTMWD if this changes at any point before the water conservation plan is updated.

Laila Lopez
972-569-1047
llopez@prospertx.gov

C. WATER CONSERVATION PRICING

Each Member City and Customer must adopt an increasing block rate water structure that is intended to encourage water conservation and to discourage excessive use and waste of water.

Town of Prosper's water rate structure is as follows:

Residential Rates

Residential rates can be found on the Town of Prosper's website.

- Monthly minimum charge based on meter size.
 - 0-10,000 gallons with a base charge per 1,000 gallons.
 - 10,001-40,000 gallons with an increased base charge per 1,000 gallons.
 - 40,001-80,000 gallons with an increased base charge per 1,000 gallons.
 - 80,001 and above gallons with an increase base charge per 1,000 gallons.

Commercial/Industrial Rates

- Monthly minimum charge based on meter size.
 - 0-10,000 gallons with a base charge per 1,000 gallons.
 - 10,001-40,000 gallons with an increased base charge per 1,000 gallons.
 - 40,001-80,000 gallons with an increased base charge per 1,000 gallons.
 - 80,001 and above gallons with an increase base charge per 1,000 gallons.

D. ORDINANCES, PLUMBING CODES, OR RULES ON WATER-CONSERVING FIXTURES

Town of Prosper's plumbing code standards encourages water conservation and meets the minimum statutory requirements. The state has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 2.5 gpm for showerheads. As of January 1, 2014, the state requires maximum

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average flow rates of 1.28 gallons per flush (gpf) for toilets and 0.5 gpf for urinals. Similar standards are now required under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures.

E. REUSE AND RECYCLING OF WASTEWATER

NTMWD currently has the largest wastewater reuse program in the state. NTMWD has water rights allowing reuse of up to 71,882 acre-feet per year (64 MGD) of treated wastewater discharges from the Wilson Creek Wastewater Treatment Plant for municipal purposes. Additionally, NTMWD has permitted and is currently constructing the Sister Grove Regional Water Resource Recovery Facility (WRRF) in the Lavon Lake watershed. This facility will have an initial capacity of 16 MGD and an ultimate capacity of 64 MGD.

NTMWD has also developed the East Fork Water Reuse Project which can divert treated wastewater discharges by NTMWD and purchased wastewater return flows from TRA via Main Stem Pump Station. NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use.

F. YEAR-ROUND OUTDOOR WATERING SCHEDULES

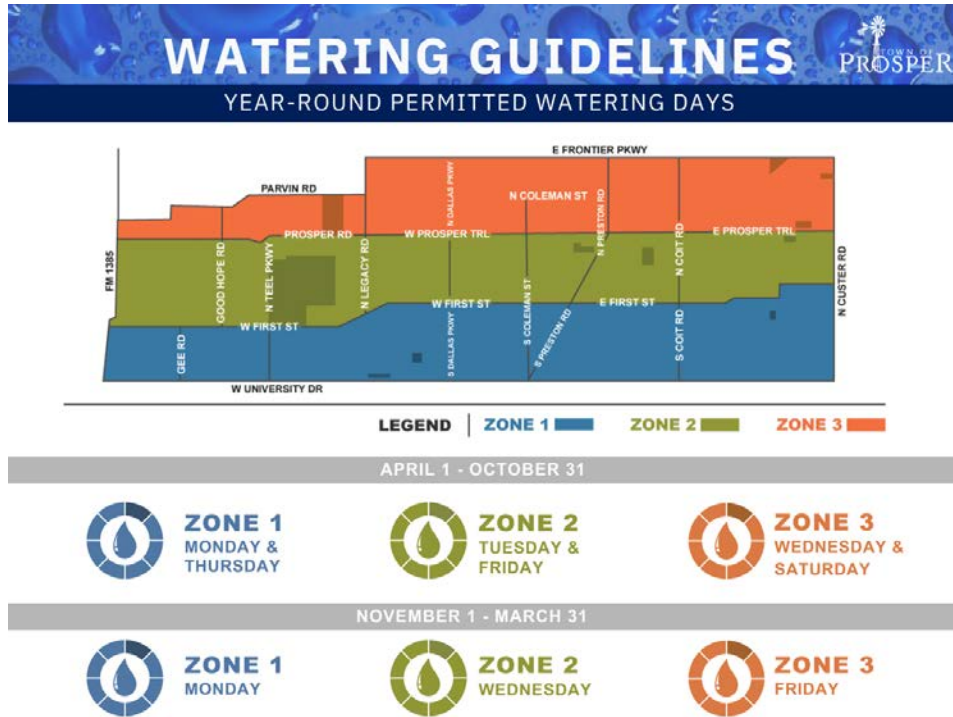
A mandatory weekly watering schedule has been gradually gaining acceptance in the region and the state. NTMWD requires all Member Cities and Customers to adhere to a permanent outdoor watering schedule.

- **Summer (April 1 – October 31)** – Spray irrigation with sprinklers or irrigation systems at each service address must be limited to no more than **two days per week**. Additionally, prohibit lawn irrigation watering from **10 a.m. to 6 p.m.** Education should be provided that irrigation **should only be used when needed**, which is often less than twice per week, even in the heat of summer.
- **Winter (November 1 – March 31)** – Spray irrigation with sprinklers or irrigation systems at each service address must be limited to no more than **one day per week** with education that less than once per week (or not at all) is usually adequate.

Additional irrigation may be provided by hand-held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs. Many North Texas horticulturists have endorsed twice-weekly watering as more than sufficient for landscapes in the region, even in the heat of summer.

The Town of Prosper has a year-round permitted watering day schedule based on location zones.

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G. TIME OF DAY WATERING SCHEDULE

NTMWD requires that during the summer months (April 1 – October 31) under normal conditions, spray irrigation with an irrigation system or sprinkler is only permitted on authorized watering days, before 10 a.m. or after 6 p.m. The primary purpose of this measure is to reduce wind drift and evaporation losses during the active growing season. The time-of-day watering schedule requirement increases watering efficiency by eliminating outdoor irrigation use when climatic factors negatively impact irrigation system efficiencies. Midday irrigation is not an optimal time to irrigate because evapotranspiration rates are higher, and plants are more susceptible to stress associated with factors such as higher temperatures and lower relative humidity.

H. IRRIGATION SYSTEM REQUIREMENTS FOR NEW AND COMMERCIAL SYSTEMS

In 2007, the 80th Texas Legislature passed House Bill 1656, Senate Bill 3, and House Bill 4 related to regulating irrigation systems and irrigators by adopting minimum standards and specifications for designing, installing, and operating irrigation systems. The Texas legislation required cities with a population over 20,000 to develop a landscape irrigation program that includes permitting, inspection, and enforcement of water conservation for new irrigation systems.

NTMWD **requires** all Member Cities and Customers adhere to a minimum set of irrigation standards:

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1) Require that all new irrigation systems be in compliance with state design and installation regulations (Texas Administrative Code Title 30, Chapter 344).

2) Require operational rain and freeze sensors and/or ET or Smart controllers on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be properly maintained to function properly.

3) Require that irrigation systems be inspected at the same time as initial backflow preventer inspection.

4) Require the owner of a regulated irrigation property to obtain an evaluation of any permanently installed irrigation system on a 3-year basis. The irrigation evaluation shall be conducted by a licensed irrigator in the state of Texas and be submitted to the local water provider (i.e., city, water supply corporation).

I. WATER WASTE PROVISIONS

NTMWD requires all Member Cities and Customers prohibit activities that waste water. The main purpose of a water waste ordinance is to provide for a means to enforce that water waste is prevented during lawn and landscape irrigation, that water resources are conserved for their most beneficial and vital uses, and that public health is protected. It provides a defined enforcement mechanism for exceptional neglect related to the proper maintenance and efficient use of water fixtures, pipes, and irrigation systems. The ordinance can provide additional assistance or enforcement actions if no corrective action has been taken after a certain number of correspondences.

NTMWD **requires** that the following water waste ordinance offenses include:

1) The use of irrigation systems that water impervious surfaces. (Wind-driven water drift will be taken into consideration.)

2) Outdoor watering during precipitation or freeze events.

3) The use of poorly maintained sprinkler systems that waste water.

4) Excess water runoff or other obvious waste.

5) Overseeding, sodding, sprigging, broadcasting or plugging with cool season grasses or watering cool season grasses, except for golf courses and athletic fields.

6) The use of potable water to fill or refill residential, amenity, and any other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of 500 square feet or more. This does not include recreational swimming pools.

7) Non-commercial car washing that does not use a water hose with an automatic shut-off valve.

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8) Hotels and motels that do not offer a linen reuse water conservation option to customers.

9) Restaurants, bars, and other commercial food or beverage establishments that provide drinking water to customers unless a specific request is made by the customer for drinking water.

As per Town of Prosper ordinance, **ORD #** enforcement of the offenses stated in the Water Conservation Plan will be through administrative fees.

8.03 ADDITIONAL CONSERVATION STRATEGIES

A. USE OF ET-BASED WEEKLY WATERING ADVICE/RECOMMENDATIONS

NTMWD requires that Member Cities and Customers adhere to a year-round outdoor watering schedule. However, this conservation practice can be improved with the use of ET-based weekly watering advice and recommendations. Landscapes frequently require less watering than the year-round water schedule allows. This measure can be particularly useful for entities with a significant percentage of customers using automated landscape irrigation systems.

Water providers in the Dallas-Fort Worth (DFW) area (including NTMWD) sponsor weather stations to collect daily weather data and provide the most accurate watering recommendations. Many cities in the DFW area can already take advantage of these ET-based recommendations and incorporate them into their water conservation programs, at no cost to the city. Examples of such a service are shown below.

- Water My Yard – An online platform where homeowners can sign up to receive weekly watering recommendations based on their location and a few specifications about their sprinkler system. Users can then choose to accept the recommendations by email, text, or both. Recommendations are available for select cities in Collin, Dallas, Denton, Fannin, Hunt, Kaufman, and Rockwall Counties. Sponsored by NTMWD and Texas A&M AgriLife Extension Service (WaterMyYard.org).
- Water Is Awesome Weekly Watering Advice – Weekly watering recommendations for most of North Texas based on data from weather stations scattered throughout the DFW area. The recommendations are distributed by email and text every week and are provided in inches of water needed and the number of minutes necessary to apply that amount of water for spray, rotor, and multi-stream sprinklers. Advice service is available for all of North Central Texas and sponsored by DWU and TRWD. (<https://waterisawesome.com/weekly-watering-advice>).
- WaterWise Newsletter and Hotline – The City of Frisco (Frisco) provides weekly lawn watering advice on the city’s website and through the WaterWise Newsletter distributed to subscribers every Monday. Frisco also has a “Weekly Watering Advice Hotline” you can call into weekly to get this

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information. Frisco has a weather station that is used to determine how much water is needed each particular week.

Providing evapotranspiration (ET)-based weekly watering recommendations can reduce the amount of water applied for outdoor watering if customers follow the guidance. A drawback with this BMP is the adoption rate. Since these recommendations may change every week, it requires customers to adjust their controllers more often.

B. ADDITIONAL WATER WASTE PROVISIONS

As discussed previously, the main purpose of a water waste ordinance is to provide a means for enforcement that water waste is prevented during lawn and landscape irrigation, that water resources are conserved for their most beneficial and vital uses, and that public health is protected. It provides a defined enforcement mechanism for exceptional neglect related to the proper maintenance and efficient use of water fixtures, pipes, and irrigation systems. The ordinance can provide additional assistance or enforcement actions if no corrective action has been taken after a certain number of correspondences.

- 1) Sprinkler runoff from a property greater than 50 feet.
- 2) Operating an irrigation system or other lawn watering device during any form of precipitation or when temperatures are below 32 degrees Fahrenheit.
- 3) Failure to repair a controllable leak, including but not limited to a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.
- 4) Operating a permanently installed irrigation system with a broken head or a head that is out of adjustment where the arc of the spray head is over a street or parking lot.
- 5) Washing of driveways, sidewalks, parking lots or other impervious surface areas with an open hose or spray nozzle attached to an open hose, except when required to eliminate conditions that threaten public health, safety or welfare.

C. OFFER FREE OR DISCOUNTED IRRIGATION SYSTEM CHECK-UPS FOR RESIDENTIAL CUSTOMERS.

The Town of Prosper offers free sprinkler inspections through the Sprinkler Evaluation Program. Residents can submit requests through the MyProsper App for a free sprinkler checkup provided by a licensed irrigator with the Town of Prosper. The licensed irrigator will evaluate the irrigation system components and controller settings during the checkup to see if the irrigation system can operate more efficiently and identify needed repairs or adjustments. They will run the irrigation system to see if the sprinkler heads function correctly and apply water only to the intended areas. The licensed irrigator will check and discuss the controller settings with the homeowner to advise them on the most efficient watering methods. Through this one-on-one assistance, the licensed irrigator will educate the resident

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on efficient watering practices and promote seasonal adjustment settings and the “Cycle and Soak’ method. Educational informational handouts are also provided to residents during the visit. After the evaluation, the licensed irrigator will provide a report to the residential customer detailing equipment problems and offer recommendations to change watering habits. The report will also include an estimated water savings amount based on recommended adjustments to the controller’s run times.



Town of Prosper

2024 Water Resource and Emergency Management Plan

Under Texas Water Code Chapter 11 and Title 30 Texas Administrative Code Chapter 288, Retail, Irrigation and Wholesale Public Water Suppliers are required to develop, implement, and submit updated Drought Contingency Plans to TCEQ every five years.

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1.0 INTRODUCTION

The Town of Prosper is a Customer of the North Texas Municipal Water District (NTMWD). This Plan was developed following TCEQ guidelines and requirements governing the development of drought contingency plans.

The goal of the water resource and emergency management plan is to prepare for potential water shortages and to preserve water for essential uses and the protection of public health. The objectives to achieve this goal are as follows:

- To save water during droughts, water shortages, and emergencies.
- To save water for domestic use, sanitation, and fire protection.
- To protect and preserve public health, welfare, and safety.
- To reduce the adverse impacts of shortages.
- To reduce the adverse impacts of emergency water supply conditions.

Note: NTMWD refers to their drought contingency plan (DCP) as the water resource and emergency management plan (WREMP) and should be considered synonymous with a DCP.

1.01 MINIMUM REGULATORY REQUIREMENTS

A drought contingency plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies”. Recognizing the need for efficient use of existing water supplies, TCEQ has developed guidelines and requirements governing the development of water conservation and drought contingency plans.

The minimum TCEQ requirements and where they are addressed within this document are described in **Appendix B**.

2.00 IMPLEMENTATION AND ENFORCEMENT

2.01 PROVISIONS TO INFORM THE PUBLIC AND OPPORTUNITY FOR INPUT

Town of Prosper provided opportunity for public input in the development of this Plan by the following means:

- Posting the draft Plan on the community website and/or social media.
- Providing the draft Plan to anyone requesting a copy.

2.02 PROGRAM FOR CONTINUING PUBLIC EDUCATION AND INFORMATION

Town of Prosper informs and educates the public about the Plan by the following means:

- Having copies of the plan available at City Hall and/or other appropriate locations.
- Including information and making the Plan available to the public through the community website and/or social media.
- Notifying local organizations, schools, and civic groups that utility staff are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).
- At any time that the Plan is activated or changes, Town of Prosper will notify local media of the issues, the water resource management stage (if applicable), and the specific actions required of the public. The information will also be publicized on the community website and/or social media. Billing inserts will also be used as appropriate.

2.03 COORDINATION WITH THE REGIONAL WATER PLANNING GROUPS AND NTMWD

Appendix E of this Plan includes copies of the letters sent to the Chairs of the appropriate regional water planning groups as well as NTMWD.

2.04 INITIATION AND TERMINATION OF WATER RESOURCE MANAGEMENT STAGES

A. INITIATION OF A WATER RESOURCE MANAGEMENT STAGE

The Town Manager may order the implementation of a water resource management stage when one or more of the trigger conditions for that stage is met.

- NTMWD has initiated a water resource management stage. (Stages imposed by NTMWD action must be initiated by Member Cities and Customers.)
- Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the distribution system.
- Texas State Governor has declared a drought disaster declaration for Collin and/or Denton County.

The following actions will be taken when a water resource management stage is initiated:

- The public will be notified through local media and the supplier's website.

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- Wholesale customers and NTMWD will be notified by email that provides details of the reasons for initiation of the water resource management stage.
- If any mandatory provisions of the Plan are activated, Town of Prosper will notify TCEQ and the NTMWD Executive Director within five business days. Instructions to report drought contingency plan water use restrictions to TCEQ is available online at https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws.

B. TERMINATION OF A WATER RESOURCE MANAGEMENT STAGE

Water resource management stages initiated by NTMWD may be terminated after NTMWD has terminated the stage. For stages initiated by the Town Manager, they may order the termination of a water resource management stage when the conditions for termination are met or at their discretion.

The following actions will be taken when a water resource management stage is terminated:

- The public will be notified through local media and the supplier's website.
- Wholesale customers and NTMWD will be notified by email.
- If any mandatory provisions of the Plan that have been activated are terminated, Town of Prosper will notify TCEQ Executive Director and the NTMWD Executive Director within five business days. Instructions to report drought contingency plan water use restrictions to TCEQ is available online at https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws.

The Town Manager may decide not to order the termination of a water resource management stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potentially changed conditions that warrant the continuation of the water resource management stage. The reason for this decision should be documented.

2.05 PROCEDURE FOR GRANTING VARIANCES TO THE PLAN

The director or designee may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this Plan cannot be accomplished due to technical or other limitations.

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- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variations shall be granted or denied at the discretion of the director or designee. All petitions for variations should be in writing and should include the following information:

- Name and address of the petitioners.
- Purpose of water use.
- Specific provisions from which relief is requested.
- Detailed statement of the adverse effect of the provision from which relief is requested.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative measures that will be taken to reduce water use and the level of water use reduction.
- Other pertinent information.

2.06 PROCEDURES FOR ENFORCING MANDATORY WATER USE RESTRICTIONS

Mandatory water use restrictions may be imposed in Stage 1, Stage 2 and Stage 3.

Staff will implement the Plan in accordance with adoption of the Plan. Appendix F contains a copy of the ordinance adopted regarding this Plan. The document designates responsible officials to implement and enforce the Plan.

Administrative fees for violations to the Town's Water Conservation and Water Resource and Emergency Management Plan shall be added to the water account holder's regular monthly Town utility bill for city expenses incurred due to the account holder's violation as follows:

| | |
|---------------------------------|--|
| First Offense: | Courtesy Door Tag Warning |
| Second Offense: | Certified Letter notifying of violation. |
| Third Offense: | \$100 |
| Fourth and Subsequent Offenses: | \$300 |

Repeated offenses may result in water service shut off.

2.07 REVIEW AND UPDATE OF WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

As required by TCEQ rules, the Town of Prosper must review their respective Plan every five years. The plan will be updated as appropriate based on new or updated information.

3.00 WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

Initiation and termination criteria for water management stages include general, demand, supply, and emergency criteria. One of the major indicators of approaching or ongoing drought conditions is NTMWD’s combined reservoir storage, defined as storage at Lavon Lake plus storage in Bois d’Arc Lake. Percent storage is determined by dividing the current storage by the total conservation storage when the lakes are full. **Table 1** summarizes the water management stages by triggers based on percent combined storage and associated demand reduction goals and outdoor watering restrictions. The following sections go into more detail on the three water management stages.

TCEQ requires notification when mandatory restrictions are placed on a customer. NTMWD must notify TCEQ when they impose mandatory restrictions on Member Cities and Customers. Member Cities and Customers must likewise notify TCEQ when they impose mandatory restrictions on their customers (wholesale or retail). Measures that impose mandatory requirements on customers are denoted with **“requires notification to TCEQ”**.

NTMWD and the utilities must notify TCEQ within five business days if these measures are implemented (<http://www.tceq.texas.gov/response/drought-and-public-water-systems>).

Table 1: Water Management Plan Stage Summary

| Drought Stage | | April to October | November to March | Demand Reduction Goal | Outdoor Watering Restrictions |
|---------------|-------------|--------------------------|-------------------|-----------------------|-------------------------------|
| | | Percent Combined Storage | | | |
| Stage 1 | Initiation | 70% | 60% | 2% | 2X per week (Apr-Oct) |
| | Termination | 75% | 65% | | 1X per week (Nov-Mar) |
| Stage 2 | Initiation | 55% | 45% | 5% | 1X per week (Apr-Oct) |
| | Termination | 70% | 60% | | 1X every other week (Nov-Mar) |
| Stage 3 | Initiation | 30% | 20% | 30% | No outdoor watering |
| | Termination | 55% | 45% | | |

3.01 WATER RESOURCE MANAGEMENT – STAGE 1

A. INITIATION AND TERMINATION CRITERIA FOR STAGE 1

NTMWD has initiated Stage 1, which may be initiated when one or more of the following criteria is met:

- General Criteria
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
 - One or more source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.
 - Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)
 - A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.
- Demand Criteria
 - Water demand has exceeded or is expected to exceed 90% of maximum sustainable production or delivery capacity for an extended period.
- Supply Criteria
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is less than:
 - 70% of the combined conservation pool capacity during any of the months of April through October
 - 60% of the combined conservation pool capacity during any of the months of November through March
 - The Sabine River Authority (SRA) has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 1 drought.
 - NTMWD is concerned that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, Main Stem Pump Station, and/or some

other NTMWD water source may be limited in availability within the next six months.

Stage 1 may terminate when one or more of the following criteria is met:

- General Criteria
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 1.
 - The circumstances that caused the initiation of Stage 1 no longer prevail.
- Supply Criteria
 - The combined storage in Lavon and Bois d'Arc Lakes, as published by the TWDB, is greater than:
 - 75% of the combined conservation pool capacity during any of the months of April through October
 - 65% of the combined conservation pool capacity during any of the months of November through March

B. GOAL FOR USE REDUCTION UNDER STAGE 1

The goal for water use reduction under Stage 1 is an annual reduction of 2% in the use that would have occurred in the absence of water management measures. Because discretionary water use is highly concentrated in the summer months, savings should be higher than 5% in summer to achieve an annual savings goal of 2%. **If circumstances warrant, the Executive Director can set a goal for greater or less water use reduction.**

C. WATER MANAGEMENT MEASURES AVAILABLE UNDER STAGE 1

The actions listed below are provided as potential measures to reduce water demand. NTMWD may choose to implement any or all of the available restrictions in Stage 1.

- **Requires notification to TCEQ by NTMWD.** Require Member Cities and Customers (including indirect Customers) to initiate Stage 1 restrictions in their respective, independently adopted water resource management plans.
- Continue actions described in the water conservation plan.
- Increase enforcement of landscape watering restrictions from the water conservation plan.

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- Initiate engineering studies to evaluate alternative actions that can be implemented if conditions worsen.
- Accelerate public education efforts on ways to reduce water use.
- Halt non-essential NTMWD water use.
- Encourage the public to wait until the current drought or water emergency situation has passed before establishing new landscaping.
- Encourage all users to reduce the frequency of draining and refilling swimming pools.
- **Requires notification to TCEQ by Member Cities and Customers and/or NTMWD.** Initiate a rate surcharge for all water use over a certain level.
- **Requires notification to TCEQ by Member Cities and Customers.** Parks, golf courses, and athletic fields using potable water for landscape watering are required to meet the same reduction goals and measures outlined in this stage. As an exception, golf course greens and tee boxes may be hand watered as needed.

3.02 WATER RESOURCE MANAGEMENT – STAGE 2

A. INITIATION AND TERMINATION CRITERIA FOR STAGE 2

NTMWD has initiated Stage 2, which may be initiated due to one or more of the following criteria is met:

- General Criteria
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
 - One or more supply source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.
 - Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)
 - A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.

- Demand Criteria
 - Water demand has exceeded or is expected to exceed 95% of maximum sustainable production or delivery capacity for an extended period.
- Supply Criteria
 - The combined storage in Lavon and Bois d’Arc Lake, as published by the TWDB, is less than
 - 55% of the combined conservation pool capacity during any of the months of April through October
 - 45% of the combined conservation pool capacity during any of the months of November through March
 - SRA has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 2 drought.
 - NTMWD is concerned that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, and/or some other NTMWD water source may be limited in availability within the next three months.

Stage 2 may terminate when one or more of the following criteria is met:

- General Criteria
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 2.
 - The circumstances that caused the initiation of Stage 2 no longer prevail.
- Supply Criteria
 - The combined storage in Lavon and Bois d’Arc Lake, as published by the TWDB, is greater than
 - 70% of the combined conservation pool capacity during any of the months of April through October
 - 60% of the combined conservation pool capacity during any of the months of November through March

B. GOAL FOR USE REDUCTION UNDER STAGE 2

The goal for water use reduction under Stage 2 is an annual reduction of 5% in the use that would have occurred in the absence of water resource management measures. Because discretionary water use is highly concentrated in the summer months, savings should be higher than 5% in summer to achieve an annual savings goal of 5%. **If circumstances warrant, the Executive Director can set a goal for greater or less water use reduction.**

C. WATER MANAGEMENT MEASURE AVAILABLE UNDER STAGE 2

The actions listed below are provided as potential measures to reduce water demand. NTMWD may choose to implement any or all of the available restrictions in Stage 2.

- Continue or initiate any actions available under the water conservation plan and Stage 1.
- Implement viable alternative water supply strategies.
- **Requires notification to TCEQ by NTMWD.** Require Member Cities and Customers (including indirect Customers) to initiate Stage 2 restrictions in their respective, independently adopted water resource management plans.
- **Requires notification to TCEQ by NTMWD and/or Member Cities and Customers.** Limit landscape watering with sprinklers or irrigation systems at each service address to once per week on designated days between April 1 and October 31. Limit landscape watering with sprinklers or irrigation systems at each service address to once every other week on designated days between November 1 and March 31. Exceptions are as follows:
 - New construction may be watered as necessary for 30 days from the installation of new landscape features.
 - Foundation watering (within 2 feet), watering of new plantings (first year) of shrubs, and watering of trees (within a 10-foot radius of its trunk) for up to two hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system, provided no runoff occurs.
 - Athletic fields may be watered twice per week.
 - Locations using alternative sources of water supply only for irrigation may irrigate without day-of-the-week restrictions provided proper signage is employed to notify the public of the alternative water source(s) being used. However, irrigation using alternative sources of supply is subject to all other restrictions applicable to this stage. If the alternative supply source is a well, proper proof of well registration with your local water supplier (e.g., city, water supply corporation) is

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required. Other sources of water supply may not include imported treated water.

- An exemption is for drip irrigation systems from the designated outdoor water use day limited to no more than one day per week. Drip irrigation systems are, however, subject to all other restrictions applicable under this stage.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit overseeding, sodding, sprigging, broadcasting or plugging with or watering, except for golf courses and athletic fields.
- **Requires notification to TCEQ by NTMWD.** Institute a mandated reduction in water deliveries to all Member Cities and Customers. Such a reduction will be distributed as required by Texas Water Code Section 11.039
- **Requires notification to TCEQ by Member Cities and Customers and/or NTMWD.** Initiate a rate surcharge for all water use over a certain level.
- **Requires notification to TCEQ by Member Cities and Customers.** Parks and golf courses using potable water for landscape watering are required to meet the same reduction goals and measures outlined in this stage. As an exception, golf course greens and tee boxes may be hand watered as needed.

3.03 WATER RESOURCE MANAGEMENT – STAGE 3

A. INTITATION AND TERMINATION CREITERIA FOR STAGE 3

NTMWD has initiated Stage 3, which may be initiated due to one or more of the following criteria is met:

- General Criteria
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
 - One or more supply source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure, or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.
 - Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)

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- A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.
- Demand Criteria
 - Water demand has exceeded or is expected to exceed maximum sustainable production or delivery capacity for an extended period.
- Supply Criteria
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is less than
 - 30% of the combined conservation pool capacity during any of the months of April through October
 - 20% of the combined conservation pool capacity during any of the months of November through March
- SRA has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a drought and have significantly reduced supplies available to NTMWD.
- The supply from Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, and/or some other NTMWD water source has become limited in availability.

Stage 3 may terminate when one or more of the following criteria is met:

- General Criteria
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 3.
 - Other circumstances that caused the initiation of Stage 3 no longer prevail.
- Supply Criteria
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is greater than:
 - 55% of the combined conservation pool capacity during any of the months of April through October
 - 45% of the combined conservation pool capacity during any of the months of November through March

B. GOAL FOR USE REDUCTION UNDER STAGE 3

The goal for water use reduction under Stage 3 is an annual reduction of 30% in the use that would have occurred in the absence of water resource management measures, or the goal for water use reduction is whatever reduction is necessary. Because discretionary water use is highly concentrated in the summer months, savings should be higher than 30% in summer to achieve an annual savings goal of 30%. **If circumstances warrant, the Executive Director can set a goal for greater or less water use reduction.**

C. WATER MANAGEMENT MEASURES AVAILABLE UNDER STAGE 3

The actions listed below are provided as potential measures to reduce water demand. NTMWD may choose to implement any or all of the available restrictions in Stage 3.

- Continue or initiate any actions available under the water conservation plan and Stages 1 and 2.
- Implement viable alternative water supply strategies.
- **Requires notification to TCEQ by NTMWD.** Require Member Cities and Customers (including indirect Customers) to initiate Stage 3 restrictions in their respective, independently adopted water resource management plans.
- **Requires notification to TCEQ by Member Cities and Customers.** Initiate mandatory water use restrictions as follows:
 - Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
 - Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit new sod, overseeding, sodding, sprigging, broadcasting or plugging with or watering.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit the use of potable water for the irrigation of new landscape.
- **Requires notification to TCEQ by NTMWD and/or Member Cities and Customers.** Prohibit all commercial and residential landscape watering, except foundations (within 2 feet) and trees (within a 10-foot radius of its trunk) may be watered for two hours one day per week with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system provided no runoff occurs. Drip irrigation systems are not exempt from this requirement.

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- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit washing of vehicles except at a commercial vehicle wash facility.
- **Requires notification to TCEQ by Member Cities and Customers.** Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. As an exception, golf course greens and tee boxes may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit the filling, draining, and/or refilling of existing swimming pools, wading pools, Jacuzzi and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation. Permitting of new swimming pools, wading pools, Jacuzzi and hot tubs is prohibited.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit the operation of interactive water features such as water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.
- **Requires notification to TCEQ by Member Cities and Customers.** Require all commercial water users to reduce water use by a set percentage.
- **Requires notification to TCEQ by NTMWD.** Institute a mandated reduction in deliveries to all Member Cities and Customers. Such a reduction will be distributed as required by Texas Water Code Section 11.039.
- **Requires notification to TCEQ by NTMWD and/or Member Cities and Customers.** Initiate a rate surcharge over normal rates for all water use or for water use over a certain level.

Appendix A

List of References

This Water Conservation Plan has been developed in accordance with the requirements of 30 Texas Administrative Code (TAC) Chapter 288. A copy of the version of 30 TAC Chapter 288 in place at the time of this Plan preparation is included in Appendix B.

APPENDIX A
LIST OF REFERENCES

1. Texas Commission on Environmental Quality Water Conservation Implementation Report.
<https://www.tceq.texas.gov/assets/public/permitting/forms/20645.pdf>
2. Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5, and Subchapter B, Rule 288.22, downloaded from [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288), April 2023.
3. Water Conservation Implementation Task Force: “Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide,” prepared for the Texas Water Development Board, Austin, November 2004.
4. Texas Water Development Board, Texas Commission on Environmental Quality, Water Conservation Advisory Council: Guidance and Methodology for Reporting on Water Conservation and Water Use, December 2012
5. Freese and Nichols, Inc.: Model Water Conservation Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, January 2019.
6. Freese and Nichols, Inc.: Model Water Resource and Emergency Management Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, January 2019.
7. Freese and Nichols Inc, Alan Plummer Associates, Inc., CP & Y Inc., Cooksey Communications. “2021 Region C Water Plan”

Appendix B

Texas Administrative Code Title 30

Chapter 288

The following appendix contains the Texas Administrative Code that regulates both water conservation and drought contingency plans. Prior to the code, a summary is given that outlines where each requirement is fulfilled within the plans.

APPENDIX B

TEXAS ADMINISTRATIVE CODE TITLE 30 CHAPTER 288

TCEQ rules governing development of water conservation plans are contained in Title 30, Chapter 288, Subchapter A of the Texas Administrative Code, which is included in this Appendix for reference.

The water conservation plan elements required by TCEQ water conservation rules that are covered in this water conservation plan are listed below.

Minimum Conservation Plan Requirements for Public Water Suppliers

- 288.2(a)(1)(A) – Utility Profile – Section 2
- 288.2(a)(1)(B) – Record Management System – Section 4
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 3
- 288.2(a)(1)(D) – Accurate Metering – Section 4
- 288.2(a)(1)(E) – Universal Metering – Section 4
- 288.2(a)(1)(F) – Determination and Control of Water Loss – Section 4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 8
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 8
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 6
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 7
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 7
- 288.2(c) – Review and Update of Plan – Section 7

Additional Requirements for Public Water Suppliers (Population over 5,000)

- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Section 4
- 288.2(a)(2)(B) – Requirement for Water Conservation Plans by Wholesale Customers – Section 5

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| <u>TITLE 30</u> | ENVIRONMENTAL QUALITY |
| <u>PART 1</u> | TEXAS COMMISSION ON ENVIRONMENTAL QUALITY |
| <u>CHAPTER 288</u> | WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS |
| <u>SUBCHAPTER A</u> | WATER CONSERVATION PLANS |
| <u>RULE §288.1</u> | Definitions |

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Agricultural or Agriculture--Any of the following activities:

(A) cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;

(B) the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

(C) raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;

(D) raising or keeping equine animals;

(E) wildlife management; and

(F) planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

(2) Agricultural use--Any use or activity involving agriculture, including irrigation.

(3) Best management practices--Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

(4) Conservation--Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

(5) Commercial use--The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agricultural, industrial, or institutional users.

(6) Drought contingency plan--A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).

(7) Industrial use--The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric, but does not include agricultural use.

(8) Institutional use--The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

(9) Irrigation--The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.

(10) Irrigation water use efficiency--The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.

(11) Mining use--The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field re-pressuring.

(12) Municipal use--The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

(13) Nursery grower--A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

(14) Pollution--The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(15) Public water supplier--An individual or entity that supplies water to the public for human consumption.

(16) Regional water planning group--A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code §16.053.

(17) Residential gallons per capita per day--The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

(18) Residential use--The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

(19) Retail public water supplier--An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

(20) Reuse--The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

(21) Total use--The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

(22) Total gallons per capita per day (GPCD)--The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

(23) Water conservation coordinator--The person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

(24) Water conservation plan--A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of

water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

(25) Wholesale public water supplier--An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

(26) Wholesale use--Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Source Note: The provisions of this §288.1 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective August 15, 2002, 27 TexReg 7146; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective January 10, 2008, 33 TexReg 193; amended to be effective December 6, 2012, 37 TexReg 9515; amended to be effective August 16, 2018, 43 TexReg 5218

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| <u>TITLE 30</u> | ENVIRONMENTAL QUALITY |
| <u>PART 1</u> | TEXAS COMMISSION ON ENVIRONMENTAL QUALITY |
| <u>CHAPTER 288</u> | WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS |
| <u>SUBCHAPTER A</u> | WATER CONSERVATION PLANS |
| <u>RULE §288.2</u> | Water Conservation Plans for Municipal Uses by Public Water Suppliers |

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

- (i) residential;
 - (I) single family;
 - (II) multi-family;
- (ii) commercial;
- (iii) institutional;
- (iv) industrial;
- (v) agricultural; and,

(vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other

applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

APPENDIX B

TEXAS ADMINISTRATIVE CODE TITLE 30 CHAPTER 288

TCEQ rules governing development of water conservation plans are contained in Title 30, Chapter 288, Subchapter A of the Texas Administrative Code, which is included in this Appendix for reference.

The water conservation plan elements required by TCEQ water conservation rules that are covered in this drought contingency plan are listed below.

Minimum Drought Contingency Plan Requirements for Public Water Suppliers

- 288.20(a)(1)(A) – Provisions to Inform Public and Provide Opportunity for Public Input - Section 2
- 288.20(a)(1)(B) – Program for Continuing Public Education and Information – Section 2
- 288.20(a)(1)(C) –Coordination with Regional Water Planning Groups – Section 2
- 288.20(a)(1)(D) – Description of Information to Be Monitored and Criteria for the Initiation and Termination of Water Resource Management Stages – Sections 2
- 288.20(a)(1)(E) – Stages for Implementation of Measures in Response to Situations – Section 3
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions During Water Shortages – Section 3
- 288.20(a)(1)(G) – Specific Water Supply or Water Demand Measures to Be Implemented at Each Stage of the Plan – Section 3
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Contingency and Water Emergency Response Stages – Section 2
- 288.20(a)(1)(I) – Description of Procedures to Be Followed for Granting Variances to the Plan – Section 2
- 288.20(a)(1)(J) – Procedures for Enforcement of Mandatory Water Use Restrictions – Section 2
- 288.20(b) – TCEQ Notification of Implementation of Mandatory Provisions – Sections 2 and 3

- 288.20(c) – Review of Drought Contingency and Water Emergency Response Plan Every Five (5) Years – Section 2

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| <u>TITLE 30</u> | ENVIRONMENTAL QUALITY |
| <u>PART 1</u> | TEXAS COMMISSION ON ENVIRONMENTAL QUALITY |
| <u>CHAPTER 288</u> | WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS |
| <u>SUBCHAPTER B</u> | DROUGHT CONTINGENCY PLANS |
| <u>RULE §288.20</u> | Drought Contingency Plans for Municipal Uses by Public Water Suppliers |

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

- (i) reduction in available water supply up to a repeat of the drought of record;
- (ii) water production or distribution system limitations;
- (iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

Appendix C

TCEQ Water Utility Profile

The following appendix contains the form TCEQ-10218.



Texas Commission on Environmental Quality

Water Availability Division

MC-160, P.O. Box 13087 Austin, Texas 78711-3087

Telephone (512) 239-4600, FAX (512) 239-2214

Utility Profile and Water Conservation Plan Requirements for Municipal Water Use by Retail Public Water Suppliers

This form is provided to assist retail public water suppliers in water conservation plan assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Water users can find best management practices (BMPs) at the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

Name of Water Supplier: Town of Prosper

Address: 250 W First Street Prosper, TX 75078

Telephone Number: (972) 569-1047 Fax: ()

Water Right No.(s): PWS ID# 0430009

Regional Water Planning Group: C

Water Conservation Coordinator (or person responsible for implementing conservation program): Laila Lopez Phone: (972) 567-1047

Form Completed by: Laila Lopez

Title: Environmental Coordinator/Asst. to the Director

Signature: _____ Date: / /

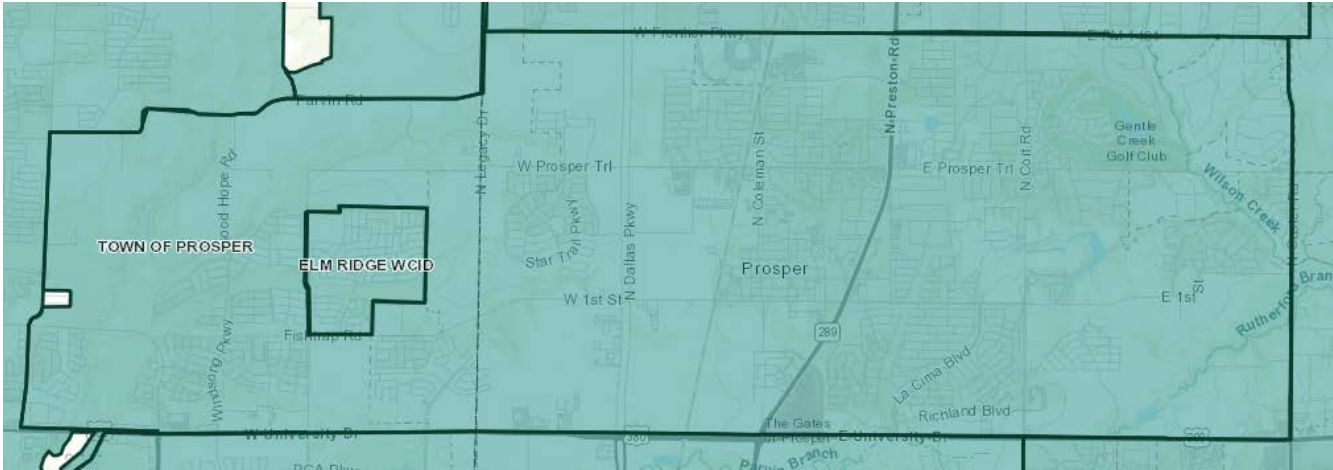
A water conservation plan for municipal use by retail public water suppliers must include the following requirements (as detailed in 30 TAC Section 288.2). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

Utility Profile

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

- 1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
- 2. Service area size (in square miles): 25.6
(Please attach a copy of service-area map)



- 3. Current population of service area: 38,840
- 4. Current population served for:
 - a. Water 38,840
 - b. Wastewater 38,840

5. Population served for previous five years:

| <i>Year</i> | <i>Population</i> |
|-------------|-------------------|
| 2019 | 25,630 |
| 2020 | 28,380 |
| 2021 | 31,090 |
| 2022 | 35,430 |
| 2023 | 38,840 |

6. Projected population for service area in the following decades:

| <i>Year</i> | <i>Population</i> |
|-------------|-------------------|
| 2020 | 30,124 |
| 2030 | 55,275 |
| 2040 | 65,096 |
| 2050 | 77,748 |
| 2060 | 80,875 |

7. List source or method for the calculation of current and projected population size.

Previous 5-years from NCTCOG estimates. Projected population based on the 2026 Regional Water Plan Board-Adopted Population and Municipal Demand Projections.

B. Customer Data

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. More guidance can be found at: <http://www.twdb.texas.gov/conservation/doc/SB181Guidance.pdf>

1. Quantified 5-year and 10-year goals for water savings:

| | <i>Historic 5-year Average</i> | <i>Baseline</i> | <i>5-year goal for year</i> | <i>10-year goal for year</i> |
|-----------------------|--------------------------------|-----------------|-----------------------------|------------------------------|
| Total GPCD | 228 | 140 | 223 | 218 |
| Residential GPCD | 139 | 140 | 138 | 134 |
| Water Loss GPCD | 6.8 | 7 | 10 | 11 |
| Water Loss Percentage | 3% | 4% | 4.8% | 5.3% |

Notes:

Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

2. Current number of active connections. Check whether multi-family service is counted as Residential or Commercial?

| <i>Treated Water Users</i> | <i>Metered</i> | <i>Non-Metered</i> | <i>Totals</i> |
|----------------------------|----------------|--------------------|---------------|
| Residential | 13,077 | | 13,077 |
| Single-Family | 12,982 | | 12,982 |
| *Multi-Family | 95 | | 95 |
| Commercial | 889 | | 889 |
| Industrial/Mining | 65 | | 65 |
| Institutional | | | |
| Agriculture | | | |
| Other/Wholesale | | | |

*Multi-Family is number of meters, not units.

3. List the number of new connections per year for most recent three years.

| Year | 2021 | 2022 | 2023 |
|----------------------------|-------|------|------|
| <i>Treated Water Users</i> | | | |
| Residential | 1,197 | 939 | 935 |
| Single-Family | 1,197 | 933 | 929 |
| Multi-Family | 0 | 6 | 6 |
| Commercial | 55 | 58 | 85 |
| *Industrial/Mining | 23 | 11 | 0 |
| Institutional | | | |
| Agriculture | | | |
| Other/Wholesale | | | |

*Industrial/Mining is construction fire hydrant meters.

4. List of annual water use for the five highest volume customers.

| <i>Customer</i> | <i>Use (1,000 gal/year)</i> | <i>Treated or Raw Water</i> |
|---------------------------------|-----------------------------|-----------------------------|
| Super Splash LLC | 11,395 | Treated |
| Lattimore Concrete | 9,601 | Treated |
| Zips Carwash LLC | 7,848 | Treated |
| Gate of Prosper #3, LLC | 7,376 | Treated |
| SiteOne Landscape Supply | 6,719 | Treated |

II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

- List the amount of water use for the previous five years (in 1,000 gallons).

Indicate whether this is diverted or treated water.

| <i>Year</i> | 2019 | 2020 | 2021 | 2022 | 2023 |
|---------------|------------------|------------------|------------------|------------------|------------------|
| <i>Month</i> | | | | | |
| January | 79,993 | 89,230 | 91,004 | 122,197 | 139,714 |
| February | 66,802 | 74,314 | 107,382 | 103,810 | 111,295 |
| March | 108,003 | 114,696 | 135,553 | 161,696 | 181,268 |
| April | 124,099 | 169,334 | 189,915 | 217,681 | 234,006 |
| May | 145,241 | 180,408 | 105,061 | 243,833 | 257,937 |
| June | 149,839 | 255,692 | 220,927 | 307,719 | 317,819 |
| July | 255,468 | 308,946 | 300,802 | 485,754 | 405,862 |
| August | 333,945 | 373,952 | 415,083 | 395,895 | 517,914 |
| September | 294,619 | 258,413 | 375,482 | 323,114 | 447,101 |
| October | 220,091 | 278,410 | 289,019 | 341,897 | 371,458 |
| November | 97,842 | 164,062 | 196,460 | 154,489 | 236,951 |
| December | 87,806 | 128,883 | 122,197 | 133,346 | 176,566 |
| Totals | 1,963,748 | 2,396,340 | 2,589,885 | 2,991,431 | 3,397,891 |

- Describe how the above figures were determined (e.g, from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

Determined from NTMWD Monthly Water Consumption Reports.

3. Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

| <i>Year</i> | 2019 | 2020 | 2021 | 2022 | 2023 |
|----------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <i>Account Types</i> | | | | | |
| Residential | <u>1,245,796</u> | <u>1,413,365</u> | <u>1,475,045</u> | <u>1,898,304</u> | <u>2,083,746</u> |
| Single-Family | <u>1,212,743</u> | <u>1,377,522</u> | <u>1,438,228</u> | <u>1,860,676</u> | <u>2,045,563</u> |
| Multi-Family | <u>33,053</u> | <u>35,843</u> | <u>36,817</u> | <u>37,628</u> | <u>38,183</u> |
| Commercial | <u>349,168</u> | <u>408,476</u> | <u>370,262</u> | <u>501,130</u> | <u>542,540</u> |
| Industrial/Mining | <u>*3,942</u> | <u>57,876</u> | <u>63,948</u> | <u>61,312</u> | <u>78,006</u> |
| Institutional | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Agriculture | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Other/Wholesale | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

*started tracking construction fire hydrant use separately in October 2019.

4. List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

| <i>Year</i> | <i>Amount (in 1,000 gallons)</i> | <i>Percent %</i> |
|-------------|----------------------------------|------------------|
| 2023 | 224,678 | 6.61% |
| 2022 | 154,128 | 5.15% |
| 2021 | 19,661 | .76% |
| 2020 | 12,827 | .54% |
| 2019 | 25,033 | 1.27% |

B. Projected Water Demands

1. If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.

<https://www.twdb.texas.gov/waterplanning/data/projections/2022/demandproj.asp>

**2021 Regional Water Plan - Water Demand Projections for 2020-2070
Municipal Water User Group Summary in Acre-Feet**

| EntityID | WUG Name | Region | County | Basin | 2020 | 2030 | 2040 | 2050 | 2060 | 2070 |
|-----------------------------------|----------|--------|--------|---------|--------------|--------------|--------------|---------------|---------------|---------------|
| 2239 | Prosper | C | Collin | Trinity | 4,872 | 5,600 | 6,353 | 7,109 | 8,896 | 8,895 |
| 2239 | Prosper | C | Denton | Trinity | 297 | 1,428 | 2,556 | 3,816 | 4,046 | 4,046 |
| Prosper Total Water Demand | | | | | 5,169 | 7,028 | 8,909 | 10,925 | 12,942 | 12,941 |

Texas Water Development Board

March 28, 2019

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

1. List all current water supply sources and the amounts authorized (in acre feet) with each.

| <i>Water Type</i> | <i>Source</i> | <i>Amount Authorized</i> |
|-------------------|---------------|--------------------------|
| Surface Water | NTMWD | 8,132.55 |
| Groundwater | | |
| Other | | |

**Per contract with NTMWD, annual rate is 2,650,000,000 gallons per year.*

B. Treatment and Distribution System (if providing treated water)

1. Design daily capacity of system (MGD): 26.96 Firm Pumping Capacity (as defined by TWDB, not including largest pump)
2. Storage capacity (MGD):
 - a. Elevated 6.5
 - b. Ground 8
3. If surface water, do you recycle filter backwash to the head of the plant?

Yes No If yes, approximate amount (MGD):

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data (if applicable)

1. Design capacity of wastewater treatment plant(s) (MGD):
2. Treated effluent is used for on-site irrigation, off-site irrigation, for plant wash-down, and/or for chlorination/dechlorination.

If yes, approximate amount (in gallons per month):

3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.

B. Wastewater Data for Service Area (if applicable)

1. Percent of water service area served by wastewater system: %
2. Monthly volume treated for previous five years (in 1,000 gallons):

| <i>Year</i> | | | | | |
|---------------|-------|-------|-------|-------|-------|
| <i>Month</i> | | | | | |
| January | _____ | _____ | _____ | _____ | _____ |
| February | _____ | _____ | _____ | _____ | _____ |
| March | _____ | _____ | _____ | _____ | _____ |
| April | _____ | _____ | _____ | _____ | _____ |
| May | _____ | _____ | _____ | _____ | _____ |
| June | _____ | _____ | _____ | _____ | _____ |
| July | _____ | _____ | _____ | _____ | _____ |
| August | _____ | _____ | _____ | _____ | _____ |
| September | _____ | _____ | _____ | _____ | _____ |
| October | _____ | _____ | _____ | _____ | _____ |
| November | _____ | _____ | _____ | _____ | _____ |
| December | _____ | _____ | _____ | _____ | _____ |
| Totals | _____ | _____ | _____ | _____ | _____ |

Water Conservation Plan

In addition to the utility profile, please attach the following as required by Title 30, Texas Administrative Code, §288.2. Note: If the water conservation plan does not provide information for each requirement, an explanation must be included as to why the requirement is not applicable.

A. Record Management System

The water conservation plan must include a record management system which allows for the classification of water sales and uses in to the most detailed level of water use data currently available to it, including if possible, the following sectors: residential (single and multi-family), commercial.

B. Specific, Quantified 5 & 10-Year Targets

The water conservation plan must include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in gallons per capita per day. Note that the goals established by a public water supplier under this subparagraph are not enforceable. These goals must be updated during the five-year review and submittal.

C. Measuring and Accounting for Diversions

The water conservation plan must include a statement about the water suppliers metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply.

D. Universal Metering

The water conservation plan must include and a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement.

E. Measures to Determine and Control Water Loss

The water conservation plan must include measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.).

F. Continuing Public Education & Information

The water conservation plan must include a description of the program of continuing public education and information regarding water conservation by the water supplier.

G. Non-Promotional Water Rate Structure

The water supplier must have a water rate structure which is not “promotional,” i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. This rate structure must be listed in the water conservation plan.

H. Reservoir Systems Operations Plan

The water conservation plan must include a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies.

I. Enforcement Procedure and Plan Adoption

The water conservation plan must include a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan.

J. Coordination with the Regional Water Planning Group(s)

The water conservation plan must include documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

K. Plan Review and Update

A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

VI. ADDITIONAL REQUIREMENTS FOR LARGE SUPPLIERS

Required of suppliers serving population of 5,000 or more or a projected population of 5,000 or more within the next ten years:

A. Leak Detection and Repair

The plan must include a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted for uses of water.

B. Contract Requirements

A requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

VII. ADDITIONAL CONSERVATION STRATEGIES

Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements of 30 TAC §288.2(1), if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

1. Conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;
2. Adoption of ordinances, plumbing codes, and/or rules requiring water conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;
3. A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
4. A program for reuse and/or recycling of wastewater and/or graywater;
5. A program for pressure control and/or reduction in the distribution system and/or for customer connections;
6. A program and/or ordinance(s) for landscape water management;
7. A method for monitoring the effectiveness and efficiency of the water conservation plan; and
8. Any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

VIII. WATER CONSERVATION PLANS SUBMITTED WITH A WATER RIGHT APPLICATION FOR NEW OR ADDITIONAL STATE WATER

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
2. evaluates conservation as an alternative to the proposed appropriation; and
3. evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.

Appendix D

NTMWD Member City and Customer Annual Water Conservation Report

This is updated and reviewed by NTMWD on an annual basis.

APPENDIX D
NTMWD MEMBER CITY AND CUSTOMER WATER CONSERVATION REPORT
Due: March 31 of every year

Contact Information

| | |
|---------------------|--|
| TWDB Survey Number: | 703000 |
| Name of System: | Town of Prosper |
| PWS ID: | TX |
| Contact Name: | James Schaftenaar |
| Title: | Utility Maintenance Supervisor |
| Email Address: | jschaftenaar@prospertx.gov |
| Telephone Number: | 469-584-2942 |
| Year Covered: | 2023 |

Water System Information

| | |
|--|--------|
| Estimated Water Service Area Population: | 38,840 |
| # of Irrigation Systems: | 8,856 |
| Billed Unmetered (MG): | 0.00 |
| Unbilled Metered (MG): | 0.00 |
| Unbilled Unmetered (MG): | 468.92 |

| | |
|---------------------|--|
| Source: | NCTCOG |
| Description: | N/A |
| Description: | N/A |
| Description: | Unmetered flushing & Fire Department Use |

Water System Information by Delivery Point

| Delivery Point | Total System |
|-----------------------------|--------------|
| Peak Day (MG) | 19.27 |
| Firm Pumping Capacity (MGD) | 26.96 |
| Storage Volume (MG) | 14.50 |

Water Conservation Plan 5- and 10-Year Goals for Water Savings

| | 5-Year Goal | 10-Year Goal | |
|-------------------------|-------------|--------------|--|
| Total GPCD | 200 | 190 | $Total\ GPCD = (Total\ Gallons\ in\ System / Permanent\ Population) / 365$ |
| Residential GPCD | 138 | 134 | $Residential\ GPCD = (Gallons\ Used\ for\ Residential\ Use / Residential\ Population) / 365$ |
| Water Loss (GPCD) | 10 | 11 | $Water\ Loss\ GPCD = (Total\ Water\ Loss / Permanent\ Population) / 365$ |
| Water Loss (Percentage) | 4.8% | 5.3% | $Water\ Loss\ Percentage = (Total\ Water\ Loss / Total\ Gallons\ in\ System) \times 100; \text{ or } (Water\ Loss\ GPCD / Total\ GPCD) \times 100$ |

Retail Water Metered by Month (in Million Gallons):

| Month | Sales by Category | | | | | | | |
|------------------------------------|---------------------------|--------------------------|-----------------------|------------|------------|-------------|--------------------|--------------|
| | Residential Single Family | Residential Multi-Family | Public/ Institutional | Commercial | Industrial | Agriculture | Metered Irrigation | Direct Reuse |
| January | 96.958 | 3.572 | | 13.608 | 3.047 | | 5.939 | |
| February | 71.585 | 3.061 | | 10.465 | 2.518 | | 5.086 | |
| March | 71.022 | 2.877 | | 12.671 | 1.275 | | 5.183 | |
| April | 123.469 | 3.000 | | 14.466 | 4.079 | | 13.621 | |
| May | 175.224 | 2.923 | | 15.234 | 5.205 | | 28.168 | |
| June | 178.004 | 2.969 | | 12.933 | 7.385 | | 29.454 | |
| July | 212.806 | 2.862 | | 15.782 | 12.750 | | 41.157 | |
| August | 290.904 | 3.321 | | 19.628 | 14.817 | | 54.797 | |
| September | 340.412 | 3.623 | | 19.431 | 14.480 | | 71.903 | |
| October | 243.604 | 3.726 | | 19.103 | 6.960 | | 62.759 | |
| November | 135.406 | 3.277 | | 15.154 | 3.185 | | 29.333 | |
| December | 103.141 | 2.971 | | 14.094 | 2.305 | | 15.595 | |
| # of Connections (or Units) | 12,888 | 89 | | 459 | 66 | | 430 | |

Recorded Supplies from Sources other than NTMWD by Month (in Million Gallons):

| | Source 1 | Source 2 | Source 3 | Source 4 | Source 5 | Source 6 | Source 7 | Source 8 |
|-------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| <i>Name of Water Provider</i> | | | | | | | | |
| <i>Type of Water</i> | | | | | | | | |
| <i>Name of Source</i> | | | | | | | | |
| January | | | | | | | | |
| February | | | | | | | | |
| March | | | | | | | | |
| April | | | | | | | | |
| May | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| August | | | | | | | | |
| September | | | | | | | | |
| October | | | | | | | | |
| November | | | | | | | | |
| December | | | | | | | | |

Wholesale Water Sales to Other Water Systems (in Million Gallons):

| | Sale 1 | Sale 2 | Sale 3 | Sale 4 | Sale 5 | Sale 6 | Sale 7 | Sale 8 |
|--|--------|--------|--------|--------|--------|--------|--------|--------|
| <i>Buyer Name</i> | | | | | | | | |
| <i>Type of Water</i> | | | | | | | | |
| <i>Name of Source</i> | | | | | | | | |
| <i>Estimated Water Service Area Population</i> | | | | | | | | |
| January | | | | | | | | |
| February | | | | | | | | |
| March | | | | | | | | |
| April | | | | | | | | |
| May | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| August | | | | | | | | |
| September | | | | | | | | |
| October | | | | | | | | |
| November | | | | | | | | |
| December | | | | | | | | |

Water Sales to Industrial Production Facilities (in Million Gallons):

| | Sale 1 | Sale 2 | Sale 3 | Sale 4 | Sale 5 | Sale 6 | Sale 7 | Sale 8 |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| <i>Buyer Name</i> | | | | | | | | |
| <i>Type of Water</i> | | | | | | | | |
| <i>Name of Source</i> | | | | | | | | |
| January | | | | | | | | |
| February | | | | | | | | |
| March | | | | | | | | |
| April | | | | | | | | |
| May | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| August | | | | | | | | |
| September | | | | | | | | |
| October | | | | | | | | |
| November | | | | | | | | |
| December | | | | | | | | |

Additional Information

Describe Any ICIM (Industrial, Commercial, Institutional & Multi-Family) Practices being Implemented to Improve Water Efficiency

A mandatory reassessment of permanently installed irrigation systems will be conducted on a three year basis.

Describe any Unusual Circumstances

NA

Provide an Update on Progress in Implementation of Conservation Plan

We consistently develop educational resources for online sharing on our website and social media platforms. We also engage with local events sponsored by towns to distribute educational materials. Throughout the year, we actively promote our free Sprinkler Evaluation service.

What Conservation Measures are Planned for Next Year?

Staff will monitor water usage using Advanced Metering Infrastructure (AMI) to ensure adherence to designated watering days. Staff will proactively address and investigate instances of sustained water consumption to mitigate water wastage resulting from leaks. To enhance resident education, informational videos will be developed and distributed via social media platforms. Outreach materials will also be made available at key community locations such as the Library, Utility Billing, and Town Hall. Weekly updates, facilitated by the WaterMyYard program, will be published on the town's official website to provide information regarding optimal lawn watering practices. Initiatives aimed at fostering community engagement include the development of a volunteer program and the establishment of a community garden. These efforts will serve to educate individuals on water-conscious plant selections and the installation and utilization of rain barrels, ultimately reducing reliance on outdoor watering. Furthermore, plans are underway to launch a monthly conservation electronic newsletter to provide ongoing education and updates to residents. The town remains committed to collaborating with the North Texas Municipal Water District (NTMWD), leveraging their educational tools and resources to raise awareness. Additionally, we plan to add meters to our autoflushers to provide a more accurate account of water usage.

Do City Limits Differ Significantly from Water Service Area? If so, explain.

NA

Is there any Assistance Requested from the North Texas Municipal Water District?

NA

Other?

NA

**APPENDIX D
NTMWD MEMBER CITY AND CUSTOMER WATER CONSERVATION REPORT
Due: March 31 of every year**

Contact Information

TWDB Survey Number: 703000
Name of System: Town of Prosper
PWS ID: TX
Contact Name: James Schaftenaar
Title: Utility Maintenance Supervisor
Email Address: jschaftenaar@prospertx.gov
Telephone Number: 469-584-2942
Year Covered: 2023
Days in Year 365

Water System Information

Estimated Water Service Area Population: 38,840 **Source:** NCTCOG
 # of Irrigation Systems: 8,856

Peak Day Usage

| | Total System |
|-----------------------------|---------------------|
| Delivery Point | |
| Peak Day (MG) | <u>19.27</u> |
| Average Day (MG) | <u>9.31</u> |
| Peak/Average Day Ratio | <u>2.07</u> |
| Firm Pumping Capacity (MGD) | <u>26.96</u> |
| Storage Volume (MG) | <u>14.50</u> |

Authorized Consumption and Water Loss

| | | |
|-------------------------------|--------------|---|
| Total System Input Volume: | <u>3,398</u> | |
| Billed Metered: | <u>2,704</u> | |
| Billed Unmetered (MG): | | Description: <u>N/A</u> |
| Unbilled Metered (MG): | | Description: <u>N/A</u> |
| Unbilled Unmetered (MG): | <u>469</u> | Description: <u>Unmetered flushing & Fire Department Use</u> |
| Total Authorized Consumption: | <u>3,173</u> | |
| Water Loss (MG): | <u>225</u> | |
| Water Loss (gpcd): | <u>16</u> | |
| Water Loss (percent): | <u>7%</u> | |

Per Capita Use (Gallons per person per day)

| | |
|-----------------------------------|--------------|
| Total Use (MG) | <u>3,398</u> |
| Residential Use (MG) | <u>2,081</u> |
| Municipal Use (MG) | <u>3,320</u> |
| ICIM Use (MG) | <u>299</u> |
| Total Per Capita Use (gpcd) | <u>240</u> |
| Residential Per Capita Use (gpcd) | <u>147</u> |
| Municipal Per Capita Use (gpcd) | <u>234</u> |
| ICIM Per Capita Use (gpcd) | <u>21</u> |

Water Conservation Plan 5- and 10-Year Goals for Water Savings

| | 5-Year Goal | 10-Year Goal | |
|--------------------------------|-------------|--------------|---|
| Total GPCD | 200 | 190 | <i>Total GPCD = (Total Gallons in System / Permanent Population) / 365</i> |
| Residential GPCD | 138 | 134 | <i>Residential GPCD = (Gallons Used for Residential Use / Residential Population) / 365</i> |
| Water Loss (GPCD) | 10 | 11 | <i>Water Loss GPCD = (Total Water Loss / Permanent Population) / 365</i> |
| Water Loss (Percentage) | 5% | 5% | <i>Water Loss Percentage = (Total Water Loss / Total Gallons in System) x 100; or (Water Loss GPCD / Total GPCD) x 100</i> |

Retail Water Metered by Month (in Million Gallons):

| Month | Sales by Category | | | | | | | | |
|------------------------------------|---------------------------|--------------------------|----------------------|---------------|--------------|-------------|--------------------|-----------|--------------|
| | Residential Single Family | Residential Multi-Family | Public/Institutional | Commercial | Industrial | Agriculture | Metered Irrigation | Wholesale | Direct Reuse |
| January | 96.96 | 3.57 | - | 13.61 | 3.05 | - | 5.94 | - | - |
| February | 71.59 | 3.06 | - | 10.47 | 2.52 | - | 5.09 | - | - |
| March | 71.02 | 2.88 | - | 12.67 | 1.28 | - | 5.18 | - | - |
| April | 123.47 | 3.00 | - | 14.47 | 4.08 | - | 13.62 | - | - |
| May | 175.22 | 2.92 | - | 15.23 | 5.21 | - | 28.17 | - | - |
| June | 178.00 | 2.97 | - | 12.93 | 7.38 | - | 29.45 | - | - |
| July | 212.81 | 2.86 | - | 15.78 | 12.75 | - | 41.16 | - | - |
| August | 290.90 | 3.32 | - | 19.63 | 14.82 | - | 54.80 | - | - |
| September | 340.41 | 3.62 | - | 19.43 | 14.48 | - | 71.90 | - | - |
| October | 243.60 | 3.73 | - | 19.10 | 6.96 | - | 62.76 | - | - |
| November | 135.41 | 3.28 | - | 15.15 | 3.19 | - | 29.33 | - | - |
| December | 103.14 | 2.97 | - | 14.09 | 2.30 | - | 15.60 | - | - |
| TOTAL | 2,042.54 | 38.18 | - | 182.57 | 78.01 | - | 363.00 | - | - |
| <i># of Connections (or Units)</i> | 12,888.00 | 89.00 | - | 459.00 | 66.00 | - | 430.00 | - | - |

Recorded Supplies from Sources by Month (in Million Gallons):

| Month | Deliveries from NTMWD | Other Sources | | | | | | | Total Supplies |
|--------------|-----------------------|---------------|----------|----------|----------|----------|----------|----------|-----------------|
| | | | | | | | | | |
| January | 139.71 | | | | | | | | 139.71 |
| February | 111.30 | | | | | | | | 111.30 |
| March | 181.27 | | | | | | | | 181.27 |
| April | 234.01 | | | | | | | | 234.01 |
| May | 257.94 | | | | | | | | 257.94 |
| June | 317.82 | | | | | | | | 317.82 |
| July | 405.86 | | | | | | | | 405.86 |
| August | 517.91 | | | | | | | | 517.91 |
| September | 447.10 | | | | | | | | 447.10 |
| October | 371.46 | | | | | | | | 371.46 |
| November | 236.95 | | | | | | | | 236.95 |
| December | 176.57 | | | | | | | | 176.57 |
| TOTAL | 3,397.89 | - | - | - | - | - | - | - | 3,397.89 |

Recorded Supplies by Delivery Point from NTMWD by Month (in Million Gallons):

| Month | NTMWD Delivery Point | | | | | | | Total System |
|-------|----------------------|--|--|--|--|--|--|--------------|
| | Prosper | | | | | | | |
| | | | | | | | | |

| | | | | | | | | | | |
|--------------|-----------------|---|---|---|---|---|---|---|---|-----------------|
| January | 139.71 | | | | | | | | | 139.71 |
| February | 111.30 | | | | | | | | | 111.30 |
| March | 181.27 | | | | | | | | | 181.27 |
| April | 234.01 | | | | | | | | | 234.01 |
| May | 257.94 | | | | | | | | | 257.94 |
| June | 317.82 | | | | | | | | | 317.82 |
| July | 405.86 | | | | | | | | | 405.86 |
| August | 517.91 | | | | | | | | | 517.91 |
| September | 447.10 | | | | | | | | | 447.10 |
| October | 371.46 | | | | | | | | | 371.46 |
| November | 236.95 | | | | | | | | | 236.95 |
| December | 176.57 | | | | | | | | | 176.57 |
| TOTAL | 3,397.89 | - | - | - | - | - | - | - | - | 3,397.89 |

Wholesale Water Sales to Other Water Systems (in Million Gallons):

| | Sale 1 | Sale 2 | Sale 3 | Sale 4 | Sale 5 | Sale 6 | Sale 7 | Sale 8 | Total Wholesale Sales |
|--|--------|--------|--------|--------|--------|--------|--------|--------|-----------------------|
| <i>Buyer Name</i> | | | | | | | | | |
| <i>Type of Water</i> | | | | | | | | | |
| <i>Name of Source</i> | | | | | | | | | |
| <i>Estimated Water Service Area Population</i> | | | | | | | | | |
| January | - | - | - | - | - | - | - | - | - |
| February | - | - | - | - | - | - | - | - | - |
| March | - | - | - | - | - | - | - | - | - |
| April | - | - | - | - | - | - | - | - | - |
| May | - | - | - | - | - | - | - | - | - |
| June | - | - | - | - | - | - | - | - | - |
| July | - | - | - | - | - | - | - | - | - |
| August | - | - | - | - | - | - | - | - | - |
| September | - | - | - | - | - | - | - | - | - |
| October | - | - | - | - | - | - | - | - | - |
| November | - | - | - | - | - | - | - | - | - |
| December | - | - | - | - | - | - | - | - | - |
| TOTAL | - | - | - | - | - | - | - | - | - |

Water Sales to Industrial Production Facilities (in Million Gallons):

| | Sale 1 | Sale 2 | Sale 3 | Sale 4 | Sale 5 | Sale 6 | Sale 7 | Sale 8 | Total Industrial Production Facilities Sales |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--|
| <i>Buyer Name</i> | | | | | | | | | |
| <i>Type of Water</i> | | | | | | | | | |
| <i>Name of Source</i> | | | | | | | | | |
| January | | | | | | | | | - |
| February | | | | | | | | | - |
| March | | | | | | | | | - |
| April | | | | | | | | | - |
| May | | | | | | | | | - |
| June | | | | | | | | | - |
| July | | | | | | | | | - |
| August | | | | | | | | | - |

| | | | | | | | | | | |
|--------------|--|---|---|---|---|---|---|---|---|---|
| September | | | | | | | | | | - |
| October | | | | | | | | | | - |
| November | | | | | | | | | | - |
| December | | | | | | | | | | - |
| TOTAL | | - | - | - | - | - | - | - | - | - |

Additional Information

Describe Any ICIM (Industrial, Commercial, Institutional & Multi-Family) Practices being Implemented to Improve Water Efficiency

A mandatory reassessment of permanently installed irrigation systems will be conducted on a three year basis.

Describe any Unusual Circumstances

NA

Provide an Update on Progress in Implementation of Conservation Plan

We consistently develop educational resources for online sharing on our website and social media platforms. We also engage with local events sponsored by towns to distribute educational materials. Throughout the year, we actively promote our free Sprinkler Evaluation service.

What Conservation Measures are Planned for Next Year?

Staff will monitor water usage using Advanced Metering Infrastructure (AMI) to ensure adherence to designated watering days. Staff will proactively address and investigate instances of sustained water consumption to mitigate water wastage resulting from leaks. To enhance resident education, informational videos will be developed and distributed via social media platforms. Outreach materials will also be made available at key community locations such as the Library, Utility Billing, and Town Hall. Weekly updates, facilitated by the WaterMyYard program, will be published on the town's official website to provide information regarding optimal lawn watering practices. Initiatives aimed at fostering community engagement include the development of a volunteer program and the establishment of a community garden. These efforts will serve to educate individuals on water-conscious plant selections and the installation and utilization of rain barrels, ultimately reducing reliance on outdoor watering. Furthermore, plans are underway to launch a monthly conservation electronic newsletter to provide ongoing education and updates to residents. The town remains committed to collaborating with the North Texas Municipal Water District (NTMWD), leveraging their educational tools and resources to raise awareness. Additionally, we plan to add meters to our autoflushers to provide a more accurate account of water usage.

Do City Limits Differ Significantly from Water Service Area? If so, explain.

NA

[Empty rectangular box]

Is there any Assistance Requested from the North Texas Municipal Water District?

NA

Other?

NA

Historical Water Use Data for Town of Prosper

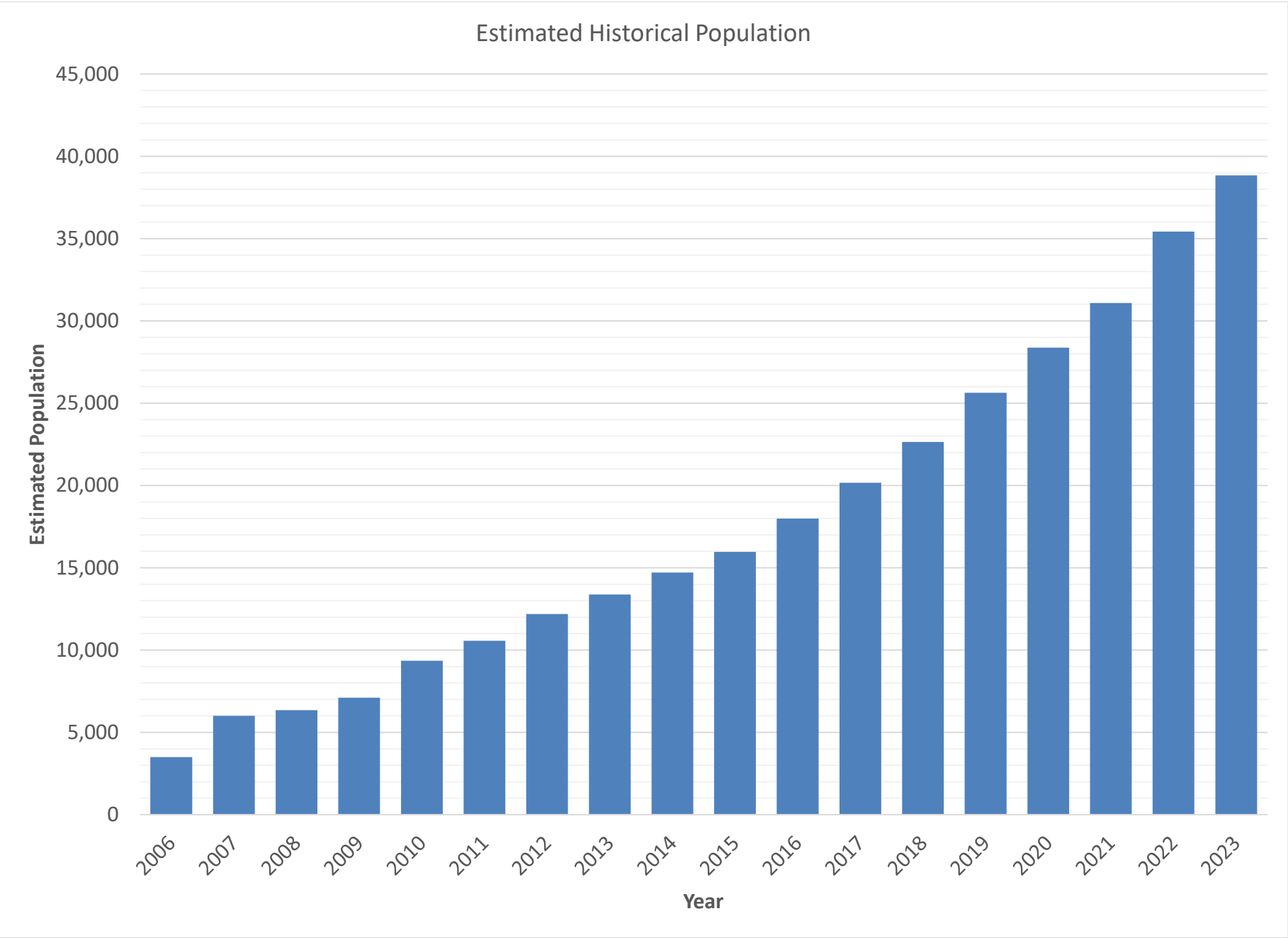
| Year | Days in Year | Connections | Estimated Population | Deliveries from NTMWD (MG) | Other Supplies (MG) | Metered Sales by Category (Million Gallons) | | | | | | | | | |
|------|--------------|-------------|----------------------|----------------------------|---------------------|---|--------------------------|----------------------|------------|------------|-------------|--------------------|-----------|--------------|-------|
| | | | | | | Residential Single Family | Residential Multi-Family | Public/Institutional | Commercial | Industrial | Agriculture | Metered Irrigation | Wholesale | Direct Reuse | Total |
| 2006 | 365 | 2,000 | 3,500 | 207 | 229 | 381 | 0 | 0 | 41 | 0 | 0 | 0 | 0 | 0 | 423 |
| 2007 | 365 | 2,380 | 6,000 | 234 | 88 | 315 | 0 | 0 | 41 | 0 | 0 | 0 | 0 | 0 | 356 |
| 2008 | 366 | 2,775 | 6,350 | 572 | 35 | 465 | 0 | 0 | 79 | 0 | 0 | 0 | 0 | 0 | 544 |
| 2009 | 365 | 2,905 | 7,100 | 572 | 31 | 414 | 0 | 0 | 96 | 0 | 0 | 0 | 0 | 0 | 511 |
| 2010 | 365 | 3,130 | 9,350 | 693 | 6 | 515 | 0 | 0 | 84 | 0 | 0 | 0 | 0 | 0 | 600 |
| 2011 | 365 | 3,478 | 10,560 | 851 | 0 | 643 | 0 | 0 | 123 | 0 | 0 | 0 | 0 | 0 | 765 |
| 2012 | 366 | 3,921 | 12,190 | 890 | 0 | 670 | 0 | 0 | 140 | 0 | 0 | 0 | 0 | 0 | 810 |
| 2013 | 365 | 4,372 | 13,380 | 901 | 0 | 667 | 0 | 0 | 172 | 0 | 0 | 0 | 0 | 0 | 839 |
| 2014 | 365 | 4,880 | 14,710 | 897 | 0 | 656 | 0 | 0 | 144 | 0 | 0 | 0 | 0 | 0 | 800 |
| 2015 | 365 | 5,595 | 15,970 | 1,094 | 0 | 806 | 0 | 0 | 170 | 56 | 0 | 0 | 0 | 0 | 1,032 |
| 2016 | 366 | 6,671 | 17,990 | 1,374 | 0 | 897 | 0 | 0 | 110 | 63 | 0 | 105 | 0 | 0 | 1,176 |
| 2017 | 365 | 7,659 | 20,160 | 1,536 | 0 | 1,031 | 0 | 0 | 123 | 61 | 0 | 161 | 0 | 0 | 1,376 |
| 2018 | 365 | 8,296 | 22,650 | 1,750 | 0 | 1,172 | 0 | 0 | 136 | 48 | 0 | 199 | 0 | 0 | 1,555 |
| 2019 | 365 | 9,120 | 25,630 | 1,964 | 0 | 1,244 | 0 | 0 | 162 | 28 | 0 | 189 | 0 | 0 | 1,622 |
| 2020 | 366 | 10,542 | 28,380 | 2,396 | 0 | 1,411 | 0 | 0 | 160 | 58 | 0 | 242 | 0 | 0 | 1,871 |
| 2021 | 365 | 12,022 | 31,090 | 2,593 | 0 | 1,454 | 37 | 0 | 148 | 64 | 0 | 229 | 0 | 0 | 1,932 |
| 2022 | 365 | 13,030 | 35,430 | 2,991 | 0 | 1,878 | 38 | 0 | 184 | 61 | 0 | 323 | 0 | 0 | 2,484 |
| 2023 | 365 | 13,932 | 38,840 | 3,398 | 0 | 2,043 | 38 | 0 | 183 | 78 | 0 | 363 | 0 | 0 | 2,704 |

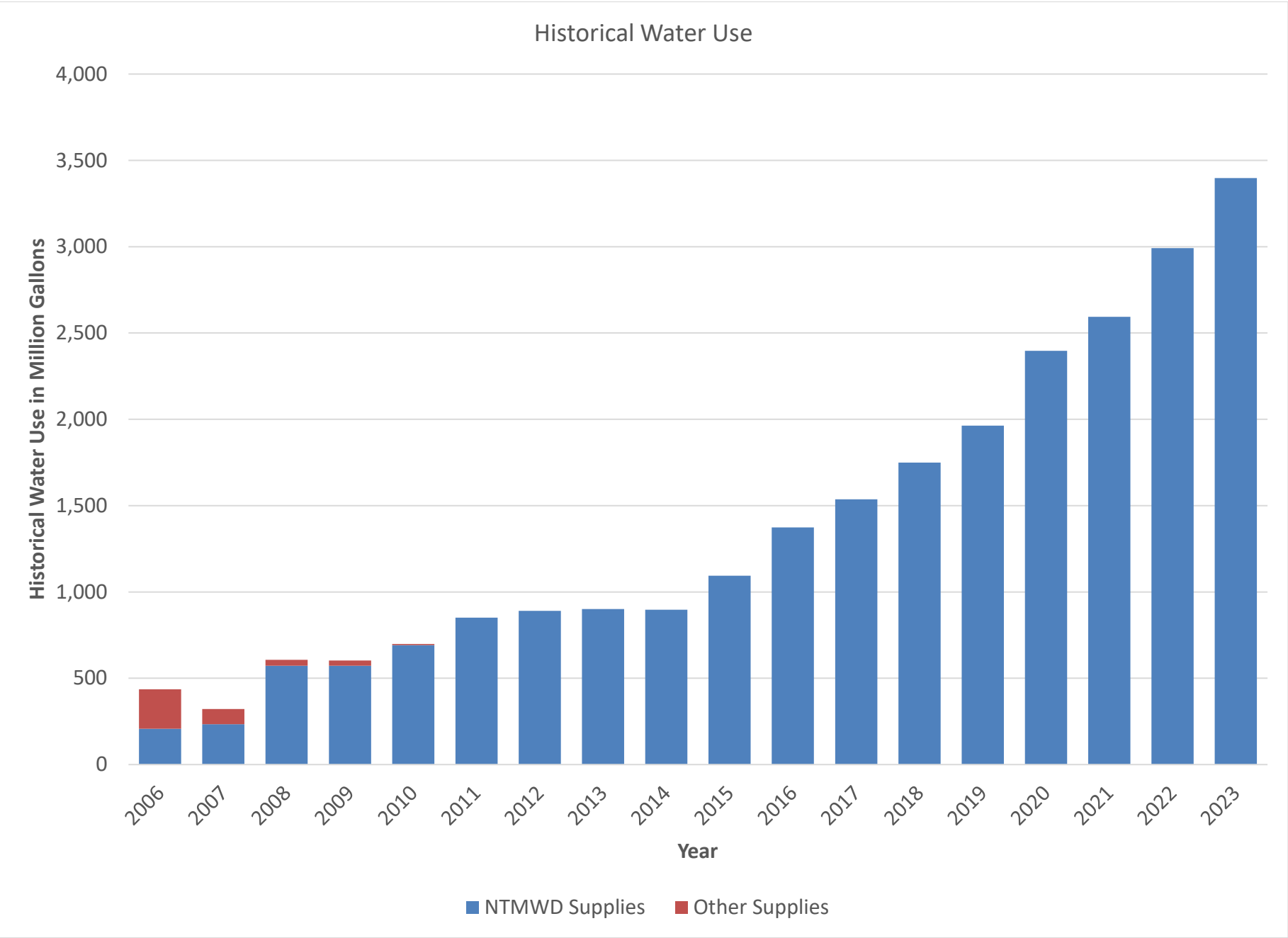
Note: After 2020, Residential sales were divided into single and multi-family classifications. Historical information from the TWDB Water Use Surveys were incorporated where available. The category of 'Other' was removed and replaced with 'Reuse'. Historical volumes for 'Other' were redistributed into the appropriate category when appropriate. These changes were made to be consistent with TWDB terminology.

Historical Per Capita Use Data and Water Loss for Town of Prosper

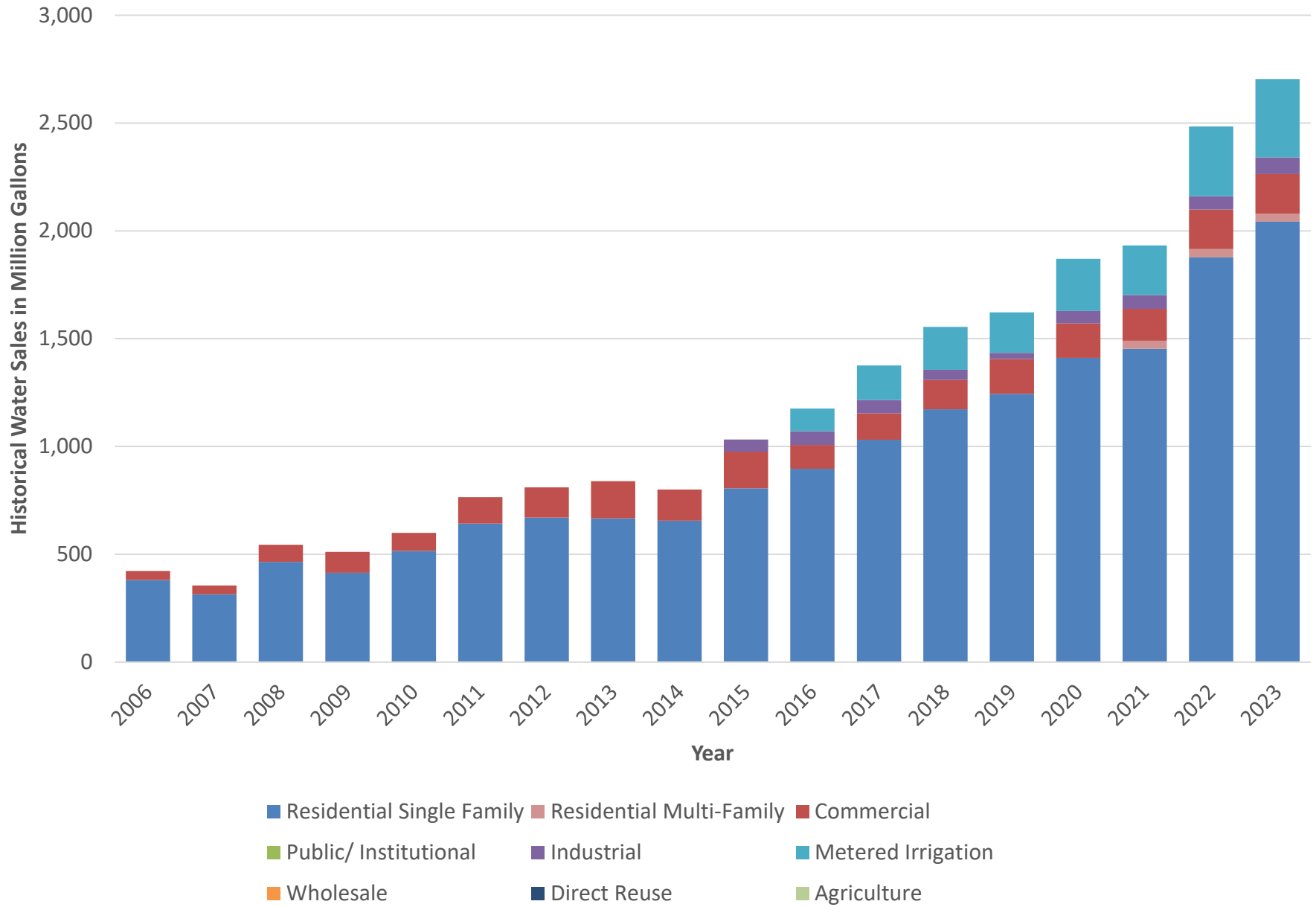
| Year | Estimated Population | Total Use | | | Residential Use | | | Municipal Per Capita Use (gpcd) | ICIM Per Capita Use (gpcd) | Authorized Consumption | | | | Water Loss | | | | | | | |
|------|----------------------|-----------------------------|------------------------------|-------------------------------|-----------------------------------|------------------------------------|-------------------------------------|---------------------------------|----------------------------|------------------------|-----------------------|-----------------------|-------------------------|-----------------|-------------------|-----------------------------------|------------------------------------|-------------------------|-------------------------------------|--------------------------------------|--|
| | | Total Per Capita Use (gpcd) | Total 5-Year Per Capita Goal | Total 10-Year Per Capita Goal | Residential Per Capita Use (gpcd) | Residential 5-Year Per Capita Goal | Residential 10-Year Per Capita Goal | | | Billed Metered (MG) | Billed Unmetered (MG) | Unbilled Metered (MG) | Unbilled Unmetered (MG) | Water Loss (MG) | Water Loss (gpcd) | Water Loss 5-Year Per Capita Goal | Water Loss 10-Year Per Capita Goal | Water Loss (percentage) | Water Loss (percentage) 5-Year Goal | Water Loss (percentage) 10-Year Goal | |
| 2006 | 3,500 | 342 | | | 298 | | | 342 | 32 | 423 | 0 | 2 | 5 | 7 | 5 | | | | 2% | | |
| 2007 | 6,000 | 147 | | | 144 | | | 147 | 19 | 356 | 0 | 3 | 5 | -42 | -19 | | | | -13% | | |
| 2008 | 6,350 | 261 | | | 200 | | | 261 | 34 | 544 | 0 | 1 | 7 | 56 | 24 | | | | 9% | | |
| 2009 | 7,100 | 233 | | | 160 | | | 233 | 37 | 511 | 0 | 1 | 27 | 65 | 25 | | | | 11% | | |
| 2010 | 9,350 | 205 | | | 151 | | | 205 | 25 | 600 | 0 | 0 | 22 | 77 | 22 | | | | 11% | | |
| 2011 | 10,560 | 221 | | | 167 | | | 221 | 32 | 765 | 0 | 0 | 38 | 48 | 12 | | | | 6% | | |
| 2012 | 12,190 | 199 | | | 150 | | | 199 | 31 | 810 | 0 | 3 | 36 | 41 | 9 | | | | 5% | | |
| 2013 | 13,380 | 184 | | | 137 | | | 184 | 35 | 839 | 0 | 2 | 55 | 5 | 1 | | | | 1% | | |
| 2014 | 14,710 | 167 | | | 122 | | | 167 | 27 | 800 | 0 | 3 | 55 | 39 | 7 | | | | 4% | | |
| 2015 | 15,970 | 188 | | | 138 | | | 178 | 39 | 1,032 | 0 | 4 | 49 | 9 | 2 | | | | 1% | | |
| 2016 | 17,990 | 209 | | | 136 | | | 199 | 26 | 1,176 | 0 | 5 | 87 | 106 | 16 | | | | 8% | | |
| 2017 | 20,160 | 209 | | | 140 | | | 200 | 25 | 1,376 | 0 | 5 | 162 | -8 | -1 | | | | 0% | | |
| 2018 | 22,650 | 212 | | | 142 | | | 206 | 22 | 1,555 | 0 | 7 | 105 | 82 | 10 | | | | 5% | | |
| 2019 | 25,630 | 210 | 200 | 190 | 133 | 138 | 134 | 207 | 20 | 1,622 | 0 | 8 | 308 | 25 | 3 | 10 | 11 | 1% | 4.8% | 5.3% | |
| 2020 | 28,380 | 231 | 200 | 190 | 136 | 138 | 134 | 225 | 21 | 1,871 | 0 | 7 | 506 | 13 | 1 | 10 | 11 | 1% | 4.8% | 5.3% | |
| 2021 | 31,090 | 229 | 200 | 190 | 131 | 138 | 134 | 223 | 22 | 1,932 | 0 | 368 | 274 | 20 | 2 | 10 | 11 | 1% | 4.8% | 5.3% | |
| 2022 | 35,430 | 231 | 200 | 190 | 148 | 138 | 134 | 227 | 22 | 2,484 | 0 | 0 | 353 | 154 | 12 | 10 | 11 | 5% | 4.8% | 5.3% | |
| 2023 | 38,840 | 240 | 200 | 190 | 147 | 138 | 134 | 234 | 21 | 2,704 | 0 | 0 | 469 | 225 | 16 | 10 | 11 | 7% | 4.8% | 5.3% | |

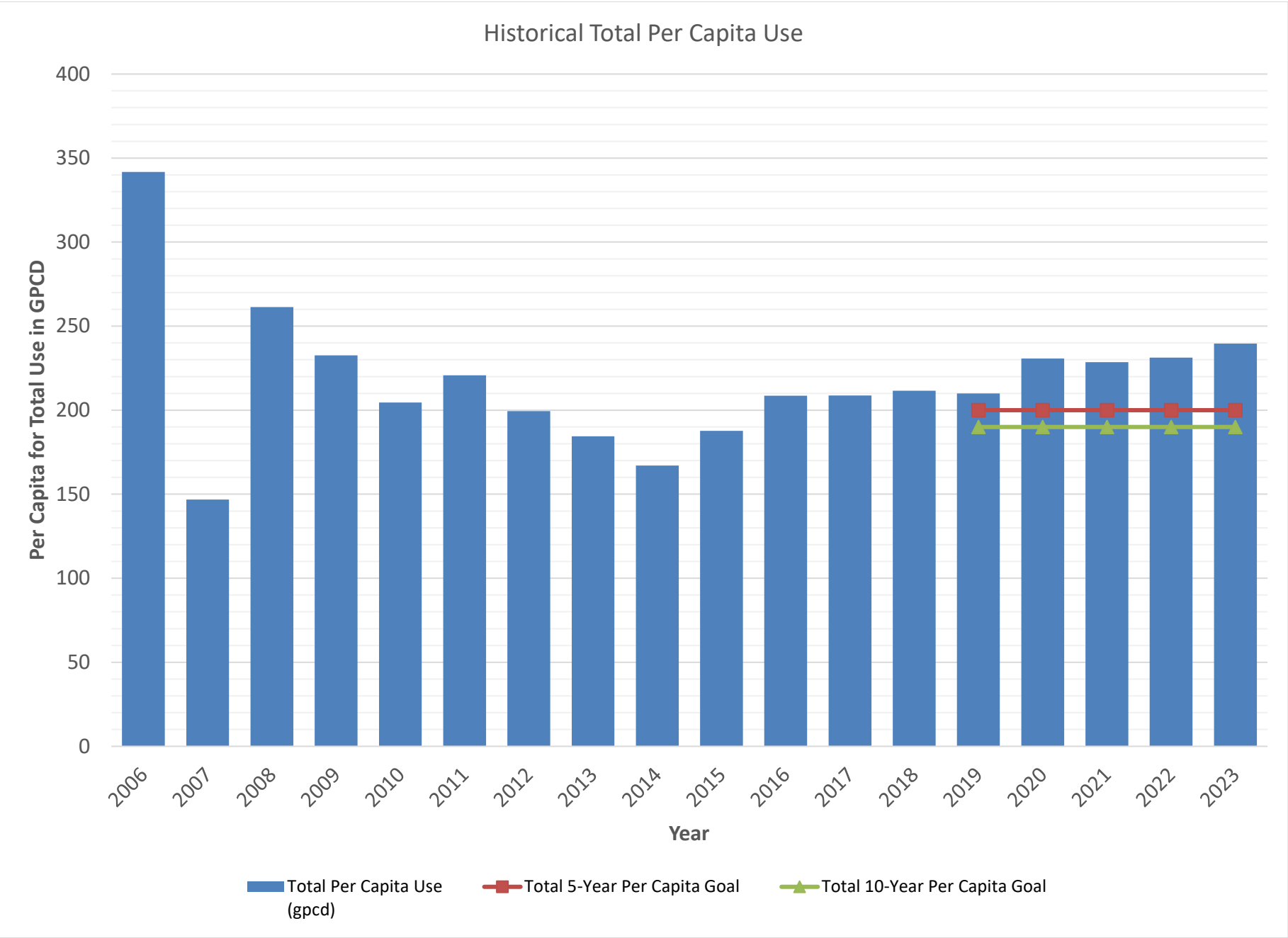
Note:
 In-city municipal use = total water supplied less sales to industry, wholesale sales and other sales.
 After 2017 - Unaccounted Water has been removed and replaced with Water Losses (per TWDB definition). This category is inclusive of real and apparent losses. Categories for authorized consumption were also added; Unbilled metered replaced estimated fire use, unbilled unmetered replaced estimated line flushing, and a new category for billed unmetered sales was added.

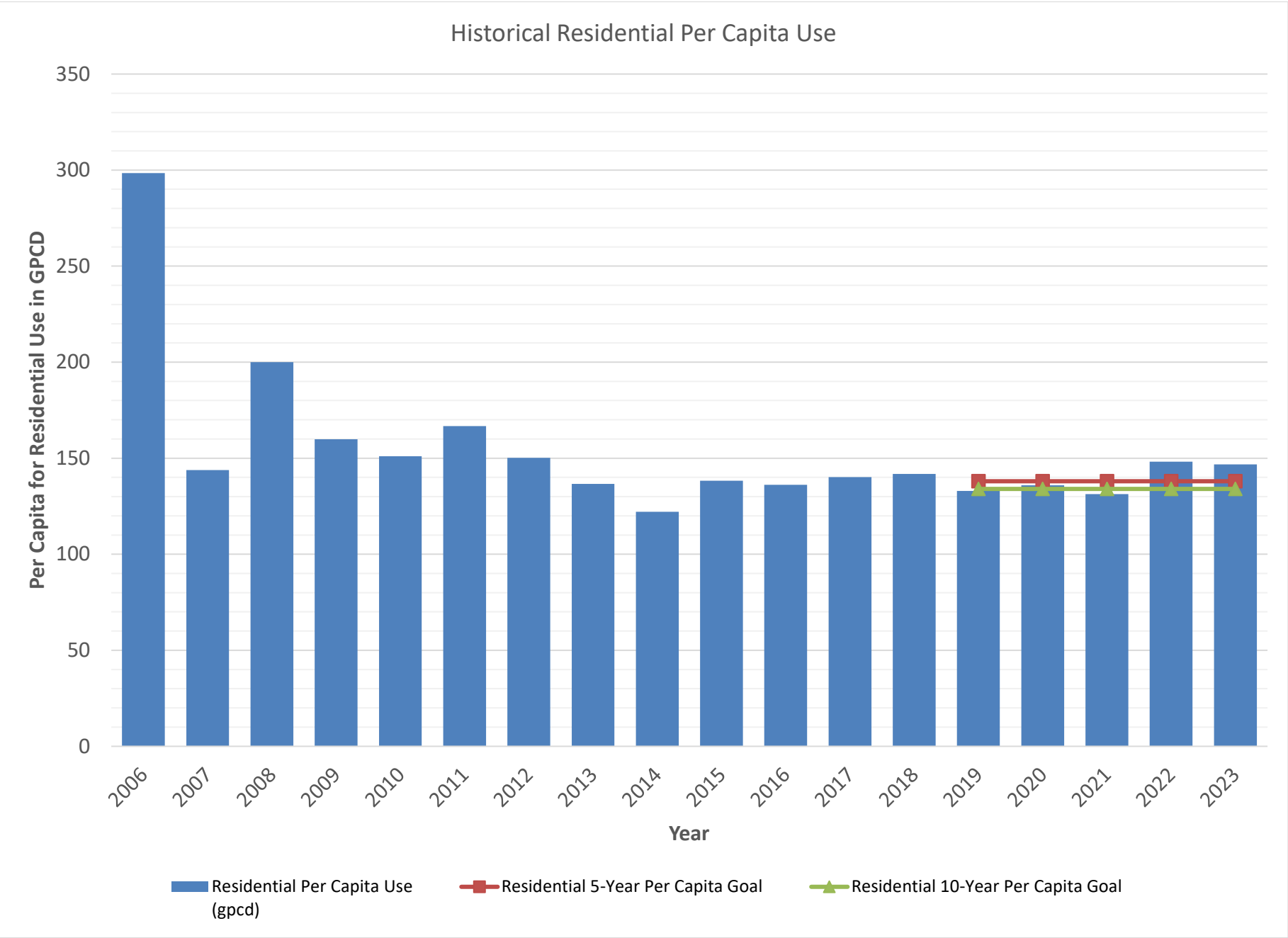


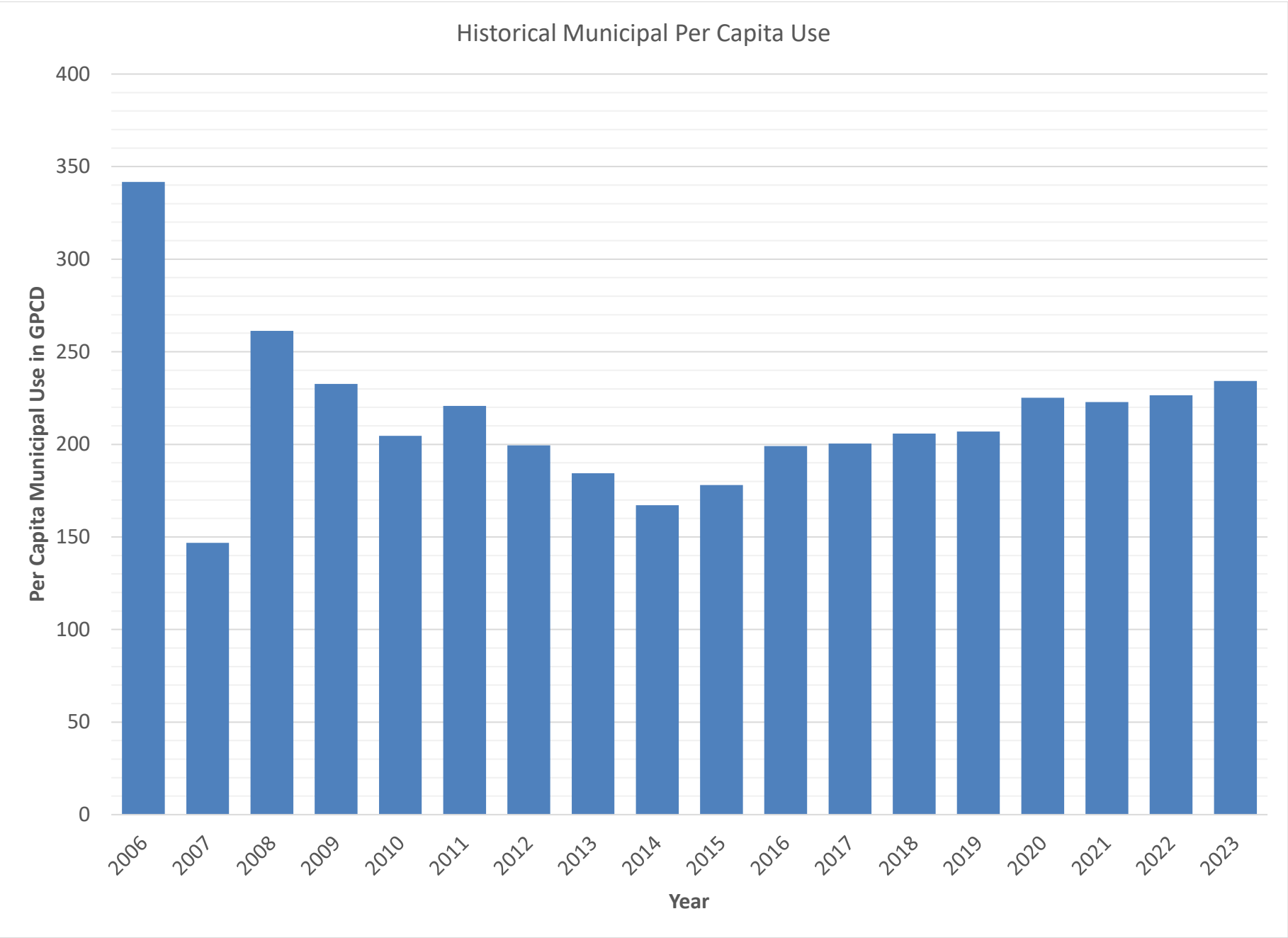


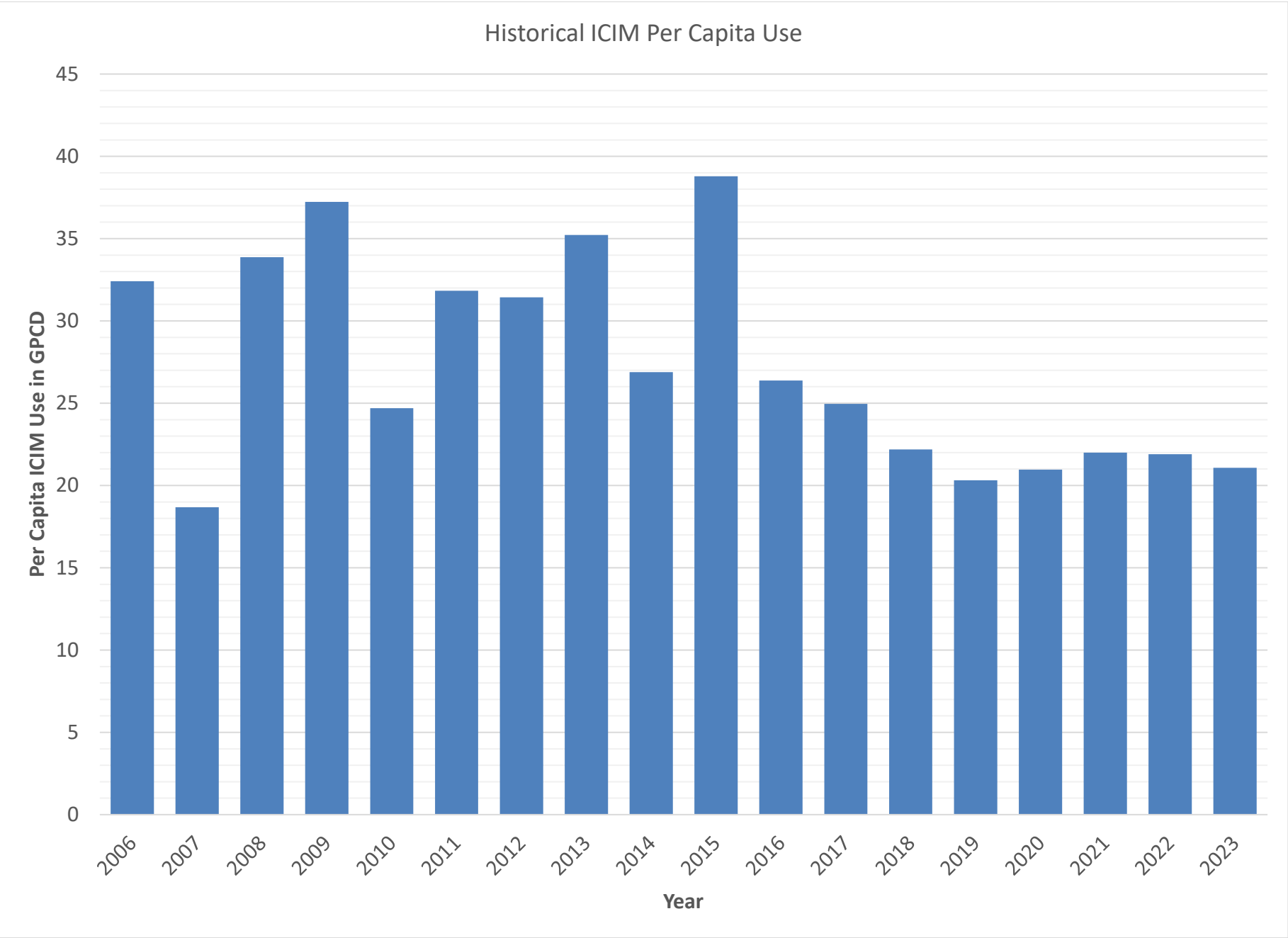
Historical Water Sales by Classification



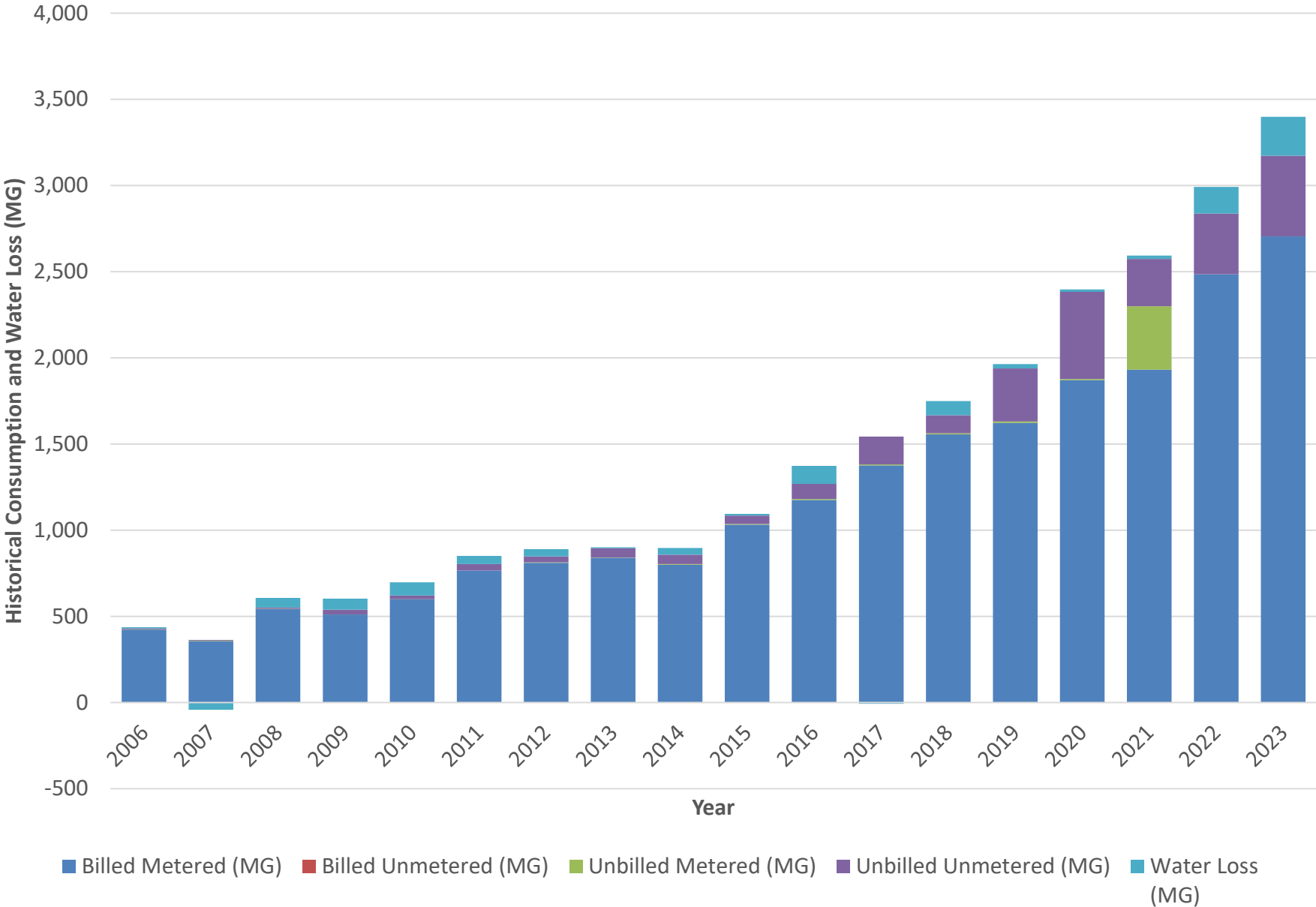


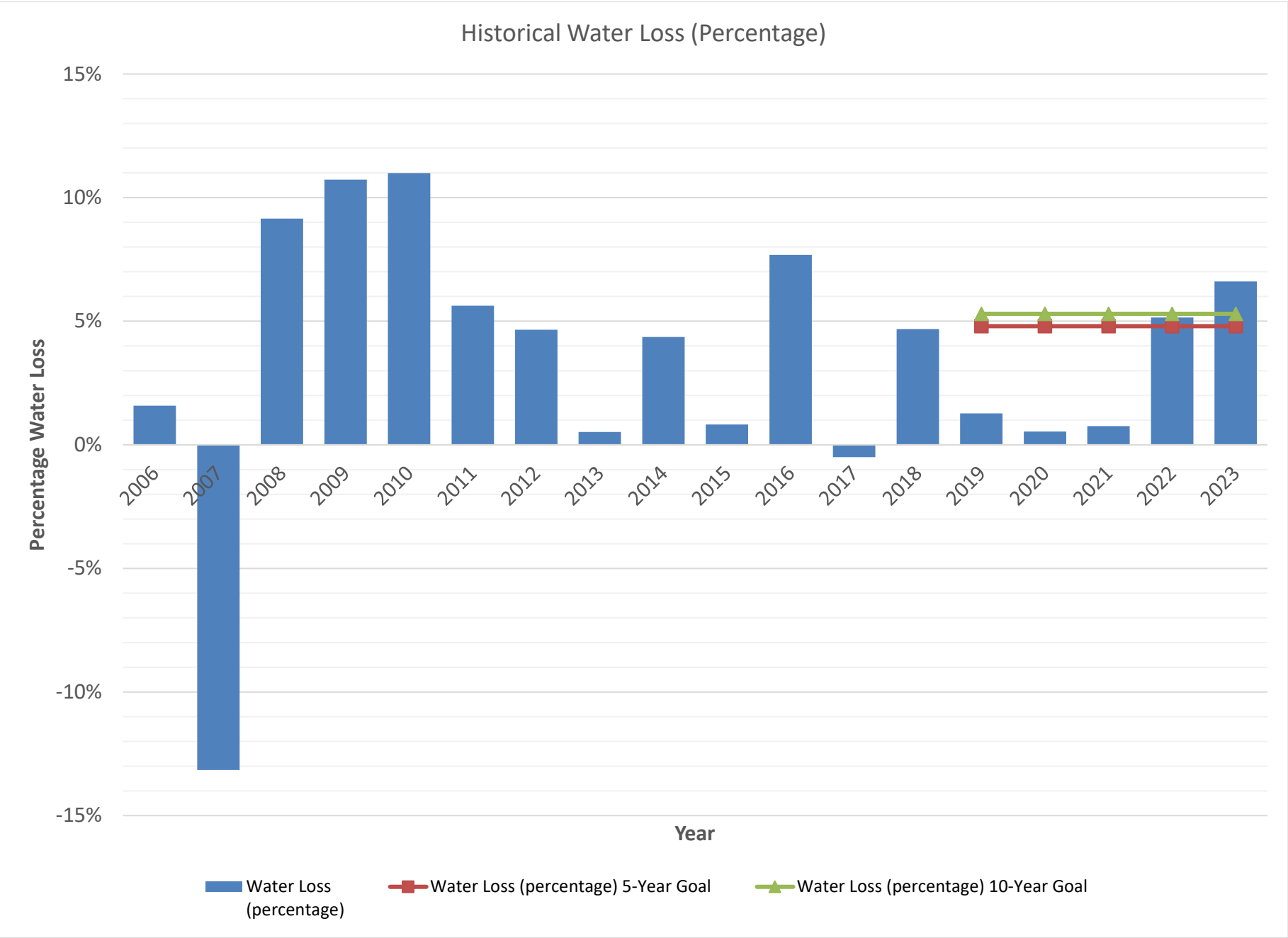






Historical Authorized Consumption and Water Loss





Appendix E

Letter to Regional Water Planning Group

Town of Prosper

DATE

Region C Water Planning Group

c/o Trinity River Authority

P.O. Box 60

Arlington, TX 76004

Dear Chair:

Enclosed please find a copy of the Water Conservation and Water Resource and Emergency Management Plan for the Town of Prosper. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The plans were adopted on DATE.

Sincerely,

Laila Lopez

Town of Prosper

Appendix F

Adoption of Plans



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Wastewater Manhole Rehabilitation

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into an agreement with Fuquay, Inc., to rehabilitate 20 wastewater manholes.

Description of Agenda Item:

Annually the Town Public Works Department repairs wastewater manholes that have deteriorated over time to ensure the wastewater collection system operates efficiently. The contract being considered by the Town Council authorizes Fuquay, Inc., to repair and rehabilitate 20 manholes in multiple locations throughout the Town.

The contract was competitively priced utilizing BuyBoard cooperative purchasing program.

Budget Impact:

The cost of the project is \$171,710 and this funding is budgeted as part of annual maintenance. Project costs will be charged to account 200-5670-50-03.

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. Proposal from Fuquay, Inc.

Town Staff Recommendation:

Town Staff recommends Town Council authorize the Town Manager to enter into an agreement with Fuquay, Inc., to rehabilitate 20 wastewater manholes.

Proposed Motion:

I move to authorize the Town Manager to enter into an agreement with Fuquay, Inc., to rehabilitate 20 wastewater manholes.

Item 6.

| MH 2222 - 6' DIA. x 23 VF | | | | |
|----------------------------------|-------|--|------|-----|
| Section I | Item | | | |
| 3 | 22100 | Condition Standards and Repair Methods -- New Construction | SQFT | 450 |
| Section I | Item | | | |
| 3 | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | | | |
| 3 | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | | | |
| 3 | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| MH 2230 - 6' DIA. x 26 VF | | | | |
|----------------------------------|-------|--|------|-----|
| Section I | Item | | | |
| 3 | 22100 | Condition Standards and Repair Methods -- New Construction | SQFT | 526 |
| Section I | Item | | | |
| 3 | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | | | |
| 3 | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | | | |
| 3 | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| MH 130 - 4' DIA. x 12 VF | | | | |
|---------------------------------|-------|--|------|-----|
| Section I | Item | | | |
| 3 | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 163 |
| Section I | Item | | | |
| 3 | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | | | |
| 3 | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | | | |
| 3 | 22106 | Manhole Bench and Invert Repair 4' Diameter Base | EA | 1 |
| Section I | Item | | | |
| 3 | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| MH 156 - 4' DIA. x 16 VF | | | | |
|---------------------------------|-------|--|------|-----|
| Section I | Item | | | |
| 3 | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 214 |
| Section I | Item | | | |
| 3 | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | | | |
| 3 | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | | | |
| 3 | 22106 | Manhole Bench and Invert Repair 4' Diameter Base | EA | 1 |
| Section I | Item | | | |
| 3 | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| MH 3351 - 5' DIA. x 6 VF | | | | |
|---------------------------------|-------|--|------|-----|
| Section I | Item | | | |
| 3 | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 127 |
| Section I | Item | | | |
| 3 | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | | | |
| 3 | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | | | |
| 3 | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | | | |
| 3 | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| | | |
|-------|----------|-------------|
| | \$19.50 | \$8,775.00 |
| | \$321.00 | \$642.00 |
| | \$244.00 | \$488.00 |
| | \$25.50 | \$7,395.00 |
| TOTAL | | \$17,300.00 |
| | \$19.50 | \$10,257.00 |
| | \$321.00 | \$642.00 |
| | \$244.00 | \$488.00 |
| | \$25.50 | \$7,395.00 |
| TOTAL | | \$18,782.00 |
| | \$54.00 | \$8,802.00 |
| | \$321.00 | \$642.00 |
| | \$244.00 | \$488.00 |
| | \$802.50 | \$802.50 |
| | \$25.50 | \$7,395.00 |
| TOTAL | | \$18,129.50 |
| | \$54.00 | \$11,556.00 |
| | \$321.00 | \$642.00 |
| | \$244.00 | \$488.00 |
| | \$802.50 | \$802.50 |
| | \$25.50 | \$7,395.00 |
| TOTAL | | \$20,883.50 |
| | \$54.00 | \$6,858.00 |
| | \$321.00 | \$642.00 |
| | \$244.00 | \$488.00 |
| | \$931.00 | \$931.00 |
| | \$25.50 | \$7,395.00 |
| TOTAL | | \$16,314.00 |

| | | | | |
|-------|----------|----------|-------------|--|
| | | | | |
| | -\$1.37 | \$18.14 | \$8,160.75 | |
| | -\$22.47 | \$298.53 | \$597.06 | |
| | -\$17.08 | \$226.92 | \$453.84 | |
| | -\$1.79 | \$23.72 | \$6,877.35 | |
| | | | | |
| TOTAL | | | \$16,089.00 | |
| | -\$1.37 | \$18.14 | \$9,539.01 | |
| | -\$22.47 | \$298.53 | \$597.06 | |
| | -\$17.08 | \$226.92 | \$453.84 | |
| | -\$1.79 | \$23.72 | \$6,877.35 | |
| | | | | |
| TOTAL | | | \$17,467.26 | |
| | -\$3.78 | \$50.22 | \$8,185.86 | |
| | -\$22.47 | \$298.53 | \$597.06 | |
| | -\$17.08 | \$226.92 | \$453.84 | |
| | -\$56.18 | \$746.33 | \$746.33 | |
| | -\$1.79 | \$23.72 | \$6,877.35 | |
| | | | | |
| TOTAL | | | \$16,860.44 | |
| | -\$3.78 | \$50.22 | \$10,747.08 | |
| | -\$22.47 | \$298.53 | \$597.06 | |
| | -\$17.08 | \$226.92 | \$453.84 | |
| | -\$56.18 | \$746.33 | \$746.33 | |
| | -\$1.79 | \$23.72 | \$6,877.35 | |
| | | | | |
| TOTAL | | | \$19,421.66 | |
| | -\$3.78 | \$50.22 | \$6,377.94 | |
| | -\$22.47 | \$298.53 | \$597.06 | |
| | -\$17.08 | \$226.92 | \$453.84 | |
| | -\$65.17 | \$865.83 | \$865.83 | |
| | -\$1.79 | \$23.72 | \$6,877.35 | |
| | | | | |
| TOTAL | | | \$15,172.02 | |

| | | |
|--------------|----------|--------------------|
| | \$13.50 | \$6,075.00 |
| | \$235.00 | \$470.00 |
| | \$185.00 | \$370.00 |
| | \$0.50 | \$145.00 |
| TOTAL | | \$7,060.00 |
| | \$13.50 | \$7,101.00 |
| | \$235.00 | \$470.00 |
| | \$185.00 | \$370.00 |
| | \$0.50 | \$145.00 |
| TOTAL | | \$8,086.00 |
| | \$41.00 | \$6,683.00 |
| | \$235.00 | \$470.00 |
| | \$185.00 | \$370.00 |
| | \$600.00 | \$600.00 |
| | \$0.50 | \$145.00 |
| TOTAL | | \$8,268.00 |
| | \$41.00 | \$8,774.00 |
| | \$235.00 | \$470.00 |
| | \$185.00 | \$370.00 |
| | \$600.00 | \$600.00 |
| | \$0.50 | \$145.00 |
| TOTAL | | \$10,359.00 |
| | \$41.00 | \$5,207.00 |
| | \$235.00 | \$470.00 |
| | \$185.00 | \$370.00 |
| | \$700.00 | \$700.00 |
| | \$0.50 | \$145.00 |
| TOTAL | | \$6,892.00 |

MH 3349 - 5' DIA. x 11 VF

| | | | | | |
|-----------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 205 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

MH 3350 - 5' DIA. x 9 VF

| | | | | | |
|-----------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 163 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

MH 3348 - 5' DIA. x 7 VF

| | | | | | |
|-----------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 131 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

MH 616 - 4' DIA. x 15.5 VF

| | | | | | |
|-----------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 208 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22106 | Manhole Bench and Invert Repair 4' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

MH 132 - 4' DIA. x 14 VF

| | | | | | |
|-----------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 189 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22106 | Manhole Bench and Invert Repair 4' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| | |
|----------|-------------|
| \$54.00 | \$11,070.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$931.00 | \$931.00 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$20,526.00 |
| \$54.00 | \$8,802.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$931.00 | \$931.00 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$18,258.00 |
| \$54.00 | \$7,074.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$931.00 | \$931.00 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$16,530.00 |
| \$54.00 | \$11,232.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$802.50 | \$802.50 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$20,559.50 |
| \$54.00 | \$10,206.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$802.50 | \$802.50 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$19,533.50 |

| | | |
|----------|----------|-------------|
| -\$3.78 | \$50.22 | \$10,295.10 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$65.17 | \$865.83 | \$865.83 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$19,089.18 |
| -\$3.78 | \$50.22 | \$8,185.86 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$65.17 | \$865.83 | \$865.83 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$16,979.94 |
| -\$3.78 | \$50.22 | \$6,578.82 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$65.17 | \$865.83 | \$865.83 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$15,372.90 |
| -\$3.78 | \$50.22 | \$10,445.76 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$56.18 | \$746.33 | \$746.33 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$19,120.34 |
| -\$3.78 | \$50.22 | \$9,491.58 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$56.18 | \$746.33 | \$746.33 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$18,166.16 |

| | |
|--------------|--------------------|
| \$41.00 | \$8,405.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$700.00 | \$700.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$10,090.00 |
| \$41.00 | \$6,683.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$700.00 | \$700.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$8,368.00 |
| \$41.00 | \$5,371.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$700.00 | \$700.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$7,056.00 |
| \$41.00 | \$8,528.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$600.00 | \$600.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$10,113.00 |
| \$41.00 | \$7,749.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$600.00 | \$600.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$9,334.00 |

| MH 3347 - 5' DIA. x 7 VF | | | | | |
|---------------------------------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 131 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| MH 3375 - 5' DIA. x 11 VF | | | | | |
|----------------------------------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 193 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| MH 3340 - 5' DIA. x 10.5 VF | | | | | |
|------------------------------------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 185 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| MH 3378 - 5' DIA. x 11 VF | | | | | |
|----------------------------------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 193 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| MH 3307 - 5' DIA. x 11 VF | | | | | |
|----------------------------------|------|-------|--|------|-----|
| Section I | Item | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 193 |
| Section I | Item | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 2 |
| Section I | Item | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 2 |
| Section I | Item | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 |
| Section I | Item | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 290 |

| | |
|----------|-------------|
| \$54.00 | \$7,074.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$931.00 | \$931.00 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$16,530.00 |
| \$54.00 | \$10,422.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$931.00 | \$931.00 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$19,878.00 |
| \$54.00 | \$9,990.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$931.00 | \$931.00 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$19,446.00 |
| \$54.00 | \$10,422.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$931.00 | \$931.00 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$19,878.00 |
| \$54.00 | \$10,422.00 |
| \$321.00 | \$642.00 |
| \$244.00 | \$488.00 |
| \$931.00 | \$931.00 |
| \$25.50 | \$7,395.00 |
| TOTAL | \$19,878.00 |

| | | |
|----------|----------|-------------|
| -\$3.78 | \$50.22 | \$6,578.82 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$65.17 | \$865.83 | \$865.83 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$15,372.90 |
| -\$3.78 | \$50.22 | \$9,692.46 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$65.17 | \$865.83 | \$865.83 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$18,486.54 |
| -\$3.78 | \$50.22 | \$9,290.70 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$65.17 | \$865.83 | \$865.83 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$18,084.78 |
| -\$3.78 | \$50.22 | \$9,692.46 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$65.17 | \$865.83 | \$865.83 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$18,486.54 |
| -\$3.78 | \$50.22 | \$9,692.46 |
| -\$22.47 | \$298.53 | \$597.06 |
| -\$17.08 | \$226.92 | \$453.84 |
| -\$65.17 | \$865.83 | \$865.83 |
| -\$1.79 | \$23.72 | \$6,877.35 |
| TOTAL | | \$18,486.54 |

| | |
|----------|------------|
| \$41.00 | \$5,371.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$700.00 | \$700.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$7,056.00 |
| \$41.00 | \$7,913.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$700.00 | \$700.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$9,598.00 |
| \$41.00 | \$7,585.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$700.00 | \$700.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$9,270.00 |
| \$41.00 | \$7,913.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$700.00 | \$700.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$9,598.00 |
| \$41.00 | \$7,913.00 |
| \$235.00 | \$470.00 |
| \$185.00 | \$370.00 |
| \$700.00 | \$700.00 |
| \$0.50 | \$145.00 |
| TOTAL | \$9,598.00 |



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Christmas Display Services – Christmas Light Co.

Town Council Meeting – April 16, 2024

Agenda Item:

Consider and act upon awarding CSP No. 2024-15-A to The Christmas Light Company, related to annual Christmas Display Services; and authorizing the Town Manager to execute a contract for the same.

Description of Agenda Item:

The Town issued CSP 2024-15-A to establish an annual contract for Christmas Display Services. Services will include rental, installation, decoration, removal, and storage of items, for the Downtown area along Main Street and Broadway Street. Specifically, 15' premium lit garland swirled down 23 light poles. Each light pole will have a 16" hand-made, red velvet outdoor bow on top. Additionally, 67 trees along Main Street and Broadway Street will be wrapped with warm LED mini lights, from the trunk to the top of the branches of the trees. Per the agreement, the trees will be wrapped for the entire year, minus two times a year for tree pruning and maintenance. Services also will include rental and storage of a 30' artificial tree on the Town Hall ground as well as installation and removal of decorations on the exterior of Town Hall. Decorations for Town Hall are owned and stored by the Town. The Town received six (6) responses by the due date and time. The evaluation committee was comprised of three (3) Parks & Recreation staff members. After completion of the evaluation process, staff recommends awarding the contract for base services to The Christmas Light Company, the best value proposal. The initial term of the contract will be one year, with four optional one-year renewal periods. Per the Downtown Advisory Committee, staff are requesting The Christmas Light Company begin the wrapping of the trees along Main Street and Broadway Street in April 2024.

Budget Impact:

\$20,000 will be funded by the downtown improvement funds to wrap the trees with lights along Main Street and Broadway Street from account number 100-5480-10-99. The remaining balance of \$32,950 will be funded by the Events - Christmas Festival account number 100-5601-60-01.

Legal Obligations and Review:

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

Attached Documents:

1. Evaluation Matrix
2. Contract for Services

Town Staff Recommendation:

Town Staff recommends the Town Council award CSP No. 2024-15-A to The Christmas Light Company, related to annual Christmas Display Services; and authorize the Town Manager to execute a contract for the same.

Proposed Motion:

I move to award CSP No. 2024-15-A to The Christmas Light Company, related to annual Christmas Display Services; and authorize the Town Manager to execute a contract for the same.

CSP NO. 2024-15-A
 Christmas Display Services

| EVALUATION MATRIX | | Décor IQ | | DFW Holiday Lights | | Elite Creations | | First Choice Lights | | Texas Lights & Entertainment | | The Christmas Light Company | |
|------------------------------|-------------|----------|----------------|--------------------|----------------|-----------------|----------------|---------------------|----------------|------------------------------|----------------|-----------------------------|----------------|
| EVALUATION CRITERIA | WEIGHTING | POINTS | WEIGHTED SCORE | POINTS | WEIGHTED SCORE | POINTS | WEIGHTED SCORE | POINTS | WEIGHTED SCORE | POINTS | WEIGHTED SCORE | POINTS | WEIGHTED SCORE |
| Cost Proposal | 30% | 3.54 | 1.06 | 6.93 | 2.08 | 6.71 | 2.01 | 6.80 | 2.04 | 2.65 | 0.80 | 10.00 | 3.00 |
| References | 20% | 9.00 | 1.80 | 0.00 | 0.00 | 9.00 | 1.80 | 9.00 | 1.80 | 9.00 | 1.80 | 9.00 | 1.80 |
| Experience | 20% | 8.67 | 1.73 | 8.83 | 1.77 | 6.83 | 1.37 | 8.58 | 1.72 | 7.50 | 1.50 | 9.83 | 1.97 |
| Ability to meet expectations | 30% | 6.67 | 2.00 | 8.33 | 2.50 | 6.00 | 1.80 | 8.00 | 2.40 | 6.67 | 2.00 | 9.33 | 2.80 |
| TOTAL | 100% | | 6.59 | | 6.35 | | 6.98 | | 7.96 | | 6.10 | | 9.57 |

**TOWN OF PROSPER
CONTRACT FOR SERVICES
RFP NO. 2024-15-A CHRISTMAS DISPLAY SERVICES**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **The Christmas Light Company** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Christmas Display Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one year from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** The contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"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 Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **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.
24. **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.
25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper
 Attn: Jay Carter, Purchasing Manager
 P.O. Box 307
 Prosper, TX 75078
 jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

The Christmas Light Company
 Attn: Bill Rathburn, President
 8019 Military Parkway
 Dallas, TX 75227
 bill@xmaslightco.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

- 28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
- 29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
- 30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
- 31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

THE CHRISTMAS LIGHT COMPANY

TOWN OF PROSPER, TEXAS

By: 
Bill Rathburn
President

By: _____
Mario Canizares
Town Manager

Date: 03/28/2024

Date: _____

Exhibit A



2024-15-A Addendum 1

Christmas Display Services

Issue Date: 2/11/2024

Questions Deadline: 2/22/2024 12:00 PM (CT)

Response Deadline: 2/29/2024 02:00 PM (CT)

Contact Information

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcarter@prospertx.gov

Event Information

Number: 2024-15-A Addendum 1
 Title: Christmas Display Services
 Type: Request for Proposals
 Issue Date: 2/11/2024
 Question Deadline: 2/22/2024 12:00 PM (CT)
 Response Deadline: 2/29/2024 02:00 PM (CT)

Notes:

The Town of Prosper ("Town") is accepting proposals for turn-key Christmas Display Services, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). This CSP provides interested firms with the information necessary to prepare and submit their proposal for consideration. It is the Town's intent to enter into a contract with a single or multiple vendors. The initial term of the contract will be one (1) year with four (4) optional one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

The services stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, services may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor(s) will be required to execute a service contract. A sample contract is attached in lonwave for review.

This RFP is due Thursday, February 29th, 2024, at 2:00PM CT. The RFP will be opened and the names of the vendors that submitted proposals will be read at 3:00PM on February 29th, 2024. Please use the following link to attend the opening:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 230 233 580 634

Passcode: LEMNcj

Ship To Information

Contact: Jay Carter, Purchasing Manager
 Address: Purchasing Office
 Town Hall
 3rd Floor
 250 W. First St.
 P.O. Box 307
 Prosper, TX 75078
 Phone: (972) 569-1018

Billing Information

Contact: Accounts Payable
 Address: Finance
 Town Hall
 3rd Floor
 250 W. First St.
 P.O. Box 307
 Prosper, TX 75078
 Phone: (972) 569-1017

Email: jcarter@prospertx.gov

Email: ap@prospertx.gov

Bid Attachments

- 2024-15-A Christmas Display Services Specification.pdf**
2024-15-A Christmas Display Services Specifications

[Download](#)
- 2024-15-A Addendum #1 Question and Answers.pdf**
2024-15-A Addendum #1 Question and Answers

[Download](#)
- Insurance Requirements for General Services R7-25-19.pdf**
Insurance Requirements for General Services

[Download](#)
- Standard Terms and Conditions for Procurements V 9-11-23.pdf**
Standard Terms and Conditions for Procurements V 9-11-23

[Download](#)
- Conflict of Interest Questionnaire 1-1-2021.pdf**
Conflict of Interest Questionnaire 1-1-2021

[Download](#)
- References Worksheet - fillable.pdf**
References Worksheet

[Download](#)
- Standard Contract for Services Version 01-01-2024.pdf**
Standard Contract for Services Version 01-01-2024

[Download](#)

Requested Attachments

Proposal

(Attachment required)

Please be sure that you have provided all required information as outline in Section VI. Please upload all requested documents as a single file.

Bid Attributes

| | |
|----------|---|
| 1 | <p>Terms and Conditions Acknowledgement</p> <p>I have read, understand and agree to all terms and conditions contained in this solicitation.</p> <p><input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i></p> |
| 2 | <p>Certification</p> <p>By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.</p> <p><input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i></p> |

3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

I Agree

(Optional: Check if applicable)

4 Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

I Agree

(Optional: Check if applicable)

5 Addendum No. 3

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

I Agree

(Optional: Check if applicable)

Bid Lines

1 Exterior Installation Services

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Item Notes: Lumps Sum cost to provide installation services as outlined in the Scope of Services. Lump Sum cost must be all inclusive.

No bid

Additional notes
(Attach separate sheet)

Supplier Notes: _____

2 Removal and Storage Services

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Item Notes: Lumps Sum cost for removal and storage services as outlined in the Scope of Services. Lump Sum cost must be all inclusive.

No bid

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Supplier Information

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

Town of Prosper Request for Proposal No. 2024-15-A Christmas Display Services

I. Introduction

The Town of Prosper ("Town") is accepting proposals for turn-key Christmas Display Services, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). This CSP provides interested firms with the information necessary to prepare and submit their proposal for consideration. It is the Town's intent to enter into a contract with a single or multiple vendors. The initial term of the contract will be one (1) year with four (4) optional one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

The services stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, services may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor(s) will be required to execute a service contract. A sample contract is attached in lonwave for review.

This RFP is due Thursday, February 29th, 2024, at 2:00PM CT. The RFP will be opened and the names of the vendors that submitted proposals will be read at 3:00PM on February 29th, 2024. Please use the following link to attend the opening:

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 230 233 580 634
Passcode: LEmNcj

II. Service Date and Location

A. Date

The 2024 Annual Christmas Display is to be installed, complete in place and functional no later than November 20, 2024. For each subsequent renewal period, the successful vendor will complete the service on a date as set forth by the Town. Future dates will be finalized by January 31st of each year. It is anticipated that the completion date will be no later than 10 days prior to the first Saturday of December each year, and items will be removed no sooner than the 15th and no later than the 30th of January each year.

B. Location

The 2024 Annual Christmas Display location is tentatively scheduled to be located at Town Hall, 250 W. First Street, and a portion of Broadway Street and Main Street, Prosper, Texas, 75078 (see map – Exhibit A). The Town reserves the right to adjust the display location annually.

III. Scope of Services

The successful vendor shall perform all services in accordance with the following conditions:

A. Decorations

1. Exterior Installation

The following exterior items will be installed along Main St & Broadway Street.

- a. Install and Decorate 15' premium lit garland swirled down 23 light poles. Garland is to be equipped with warm LED mini lights.
- b. Install 16", hand-made; red; velvet outdoor bow on each light pole
- c. Install and Decorate 67 total trees with 5mm warm lights, along Main Street and Broadway Street.
- d. Rental by vendor of 5 mm lights to decorate trees along Main Street and Broadway Street.
- e. **Lights will be left on all decorated trees along Main and Broadway Streets, for annual use.**
- f. **Any malfunctioning of lights on above mentioned decorated trees would need to be repaired within a week's time of notice from Town Staff.**
- g. **Two times a year the lights will need to be removed for one week, for semi-annual trimming of trees, during the months of September and March. Scheduling of removal will be handled by Town staff.**
- h. Rental and storage by vendor of 30' artificial tree
- i. Install and Decorate 30' artificial tree with 5mm warm white lights. Tree must be equipped with Ornamentation. Installation of ornamentation is required.

The following exterior items will be installed as specified, as determined by the Town. All materials are owned by the Town and will be provided for day of installation:

- a. Approximately 675 linear feet of LED lights to be placed on the soffit of the third story of Town Hall Building and, on the perimeter, above and below the clock on the clock tower
- b. Approximately 350 linear feet of pre-lit swag garland with 18" bows at each peak of the swag on the handrail on the third-floor verandas.
- c. Approximately 750 linear feet of pre-lit garland on 6 columns with a 36" bow at each column. Two columns at three separate entrances.
- d. Non-lit garland on nine light poles approximately 18 feet tall near Town Hall
- e. Eight 36" diameter wreaths installed approximately 20 feet high on Town Hall Building.

2. Removal and Storage

All removal and storage services shall include the following:

- a. Removal of items shall be done in a careful manner so as not to damage items, property, and facility.
- b. All items shall be properly prepared to facilitate orderly storage (wound, bound, etc.).
- c. All mounting hardware shall be kept in heavy-duty plastic containers or bags to be provided by the vendor(s) and labeled sufficiently to identify what the hardware was used to mount, and the location where it was used.
- d. The Town will provide plastic storage containers. For exterior decorations, the vendor(s) shall properly pack, sufficiently label to identify contents, and transport the containers to the Town Hall Parking Lot. Town staff will direct vendor where containers are to be placed in the parking lot. The Town will transport and store decorations to long term storage location.

IV. Experience

Preference will be given to vendors who have verifiable experience in providing same or similar scope of work and performance.

V. Insurance

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful firm only.** Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

VI. Submittals

In order for your proposals to be considered responsive, the following information should be submitted with your proposal, with sections labeled accordingly and in the following order. Failure to provide requested information may cause your proposal to be deemed as non-response.

A. Company Information (Label as Section A)

1. Name of company
2. Company summary
3. Name of contact person authorized to submit proposal and negotiate a contract on behalf of your firm
4. Phone number and email address for contact person

B. Proposed Product Information (Label as Section B)

1. Include literature and pictures of proposed decorations referenced in Section III., Item A. 2.

C. Experience (Label as Section C)

1. Please include the name of the organizations, value of contract, year, and pictures or displays you have installed.

D. References (Label as Section D)

1. Vendor should provide a minimum of three (3) current references for same or similar services as outlined in this proposal document. Please provide the information for each reference on the References Worksheet.

E. Pricing (Label as Section E)

1. Submit a lump sum price to supply, install and decorate per Section III Scope of Services.
2. Submit a lump sum price to remove and store all items per Section III Scope of Services.

F. Conditions – Bid Attributes

1. For online submissions, you must select "I Agree" for each condition.

2. For hard copy submissions, you must complete and print the Bid Attributes section and include in your submission **(Label as Section F)**.

G. Proof of Insurance (Label as Section G)

1. Submit a certificate of insurance evidencing coverages, as outlined in Section IV.

VII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the proposal(s) that provides the best value to the Town of Prosper.

The contract will be awarded based on the following evaluation criteria:

- A. Overall ability to meet or exceed the Town's needs, as evidence in Section VI. Submittals, all items (30%).
- B. References as evidence in Section VI. Submittals, Article F. (20%)
- C. Experience as evidenced in Section VI. Submittals, Article G. (20%)
- D. Cost Proposal, as evidenced in Section VI. Submittals, Article E. (30%)

VIII. Interviews and Presentations

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the CSP. However, the Town of Prosper reserves the right to conduct interviews with and request presentations from any respondents.

IX. Best and Final Offer

The Town reserves the right to request a best and final offer from any or all vendors. The Town also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the Town.

X. Questions, Clarifications, and Interpretation of Documents

Offerors may request clarification or interpretation of Proposal Documents. Any such request must be submitted in writing to Jay Carter, Purchasing Manager, at the following email address: jcarter@prospertx.gov by **12:00pm on Thursday, February 22, 2024. No questions will be answered over the phone.** Questions will only be accepted until the stated deadline. Interpretations, corrections and/or changes of or to the Proposal Documents will be made by Owner in the form of a written Addendum. Any interpretations, corrections or changes of or to the Proposal Documents, made in any other manner will not be binding upon the Owner, and Offerors may not rely upon them.

XI. Submission or Delivery of Proposal

Submissions are due no later than Thursday, February 29th, 2024, at 2:00P.M. Preferred submission method is online through IonWave. Vendors can register on the Purchasing page of the Town's website. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. **The Town of Prosper is not responsible for issues encountered with methods of delivery.**

A. Online Submission (Preferred Method)

1. Proposals may be submitted online through IonWave.net, the Town's e-procurement system.
2. Please ensure that you provide all required information, including attachments, combined and uploaded as a single document.

B. Mailed/Delivered Submission (if not submitted through IonWave)

1. Proposals must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.
2. Please submit one (1) unbound original of your Proposal package and one (1) electronic copy on a USB flash drive in a sealed envelope or package to the address listed below:

Delivery Address:

Town of Prosper
 Attn: Purchasing Manager
 250 W. First St.
 3rd Floor Finance Suite
 Prosper, Texas 75078

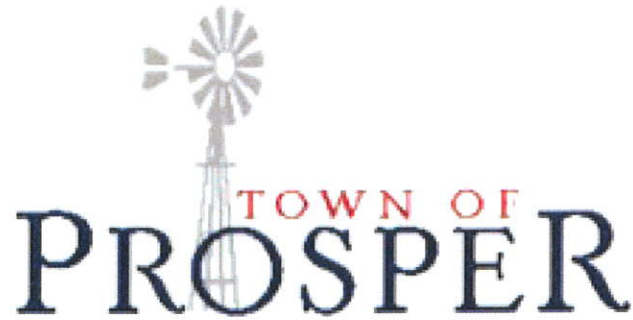
Mailing Address

Town of Prosper
 Attn: Purchasing Manager
 250 West First Street
 Prosper, Texas 75078



Area of Work





2024-15-A Addendum 1
The Christmas Light Company
The Christmas Light Company
Supplier Response

Event Information

Number: 2024-15-A Addendum 1
 Title: Christmas Display Services
 Type: Request for Proposals
 Issue Date: 2/11/2024
 Deadline: 2/29/2024 02:00 PM (CT)
 Notes: The Town of Prosper ("Town") is accepting proposals for turn-key Christmas Display Services, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). This CSP provides interested firms with the information necessary to prepare and submit their proposal for consideration. It is the Town's intent to enter into a contract with a single or multiple vendors. The initial term of the contract will be one (1) year with four (4) optional one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

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Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 230 233 580 634

Passcode: LEmNcj

Contact Information

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcarter@prospertx.gov

The Christmas Light Company Information

Contact: Antonio Garcia
 Address: 8019 Military Pkwy
 Dallas
 Dallas, TX 75227
 Phone: (214) 859-7333
 Email: Antonio@XmasLightCo.com
 Web Address: www.xmaslightco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Antonio Garcia
 Signature

antonio@xmaslightco.com
 Email

Submitted at 2/29/2024 01:43:15 PM (CT)

Requested Attachments

Proposal

CSP No. 2024-15-A Christmas
 Display Seivces TCLC
 Proposal.pdf

Please be sure that you have provided all required information as outline in Section VI. Please upload all requested documents as a single file.

Bid Attributes

| | |
|----------|--|
| 1 | Terms and Conditions Acknowledgement I have read, understand and agree to all terms and conditions contained in this solicitation. <input checked="" type="checkbox"/> I Agree |
| 2 | Certification By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided. <input checked="" type="checkbox"/> I Agree |
| 3 | Addendum No. 1 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper). <input checked="" type="checkbox"/> I Agree |
| 4 | Addendum No. 2 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). <input checked="" type="checkbox"/> I Agree |

5 Addendum No. 3

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

I Agree

Bid Lines

1 Exterior Installation Services

Quantity: 1 UOM: LS Unit Price: Total:

Item Notes: Lumps Sum cost to provide installation services as outlined in the Scope of Services. Lump Sum cost must be all inclusive.

2 Removal and Storage Services

Quantity: 1 UOM: LS Unit Price: Total:

Item Notes: Lumps Sum cost for removal and storage services as outlined in the Scope of Services. Lump Sum cost must be all inclusive.

Response Total: \$52,950.00



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: PSA for Doe Branch Property Trail Connections Project

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of plans and construction documents for hike & bike trail connections within the Doe Branch Property and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

The project includes trail development in two separate locations within the Doe Branch Property. One section is a widened sidewalk on the south side of Fishtrap Road between Denton Way and the intersection with First Street. The other portion of the project is a 10' trail connection on the south end of the Doe Branch Property crossing Doe Branch Creek and a smaller unnamed tributary to connect a section of the Windsong development on the east side and Glenbrook Estates on the west side.

Project is a 240 day project with anticipated construction beginning January 2025 and completion in late August 2025.

Budget Impact:

The total cost of services is \$227,300. Funding for this contract is available in account 750-5410-10-00-2120-PK.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Proposal
2. Preliminary Schedule
3. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends approving a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of conceptual plans and construction documents for hike & bike trail connections within the Doe Branch Property, and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of conceptual plans and construction documents for hike & bike trail connections within the Doe Branch Property, and authorizing the Town Manager to execute documents for the same.

CONSTRUCTION DOCUMENT PHASE

Based on the owner approved Schematic Design the A/E shall further develop the design and prepare the material/technical plans and specifications setting forth the requirements for construction of the project. The A/E shall meet all applicable Town of Prosper design and construction standards, coordinate plans with Town Departments, meet all state regulations and submit construction documents to the owner for development review.

Deliverables: 50% CD Design Review Submittal, 95% CD Design Review Submittal, Bid Issue Construction Documents, Project Manual (Front End Documents & Technical Specifications), updated Opinion of Probable Construction Cost and Meetings (as necessary)

FLOOD STUDY

The A/E shall provide a hydraulic analysis to evaluate the proposed trail, bridge, and culvert to help guide the design in relation to flooding or erosion impacts.

BIDDING & NEGOTIATION PHASE

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend pre-bid meeting, attend bid opening, assist owner in pre-qualification of bidders, assist the owner in a pre-construction conference.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the owner and A/E in writing to become familiar with the progress and quality of the work completed, and to determine, in general, if the work is being performed in a manner indicating that the work, when completed will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. Based on on-site observation, the A/E shall keep the owner informed on the progress and quality of the work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare change orders (if required), assist the owner in conducting the substantial completion and final completion observations, and assist the owner with closeout procedures.

The A/E shall conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

Except as expressly stated in the scope of work, the A/E shall not be responsible to supervise, direct or have control over work of owner's contractors, subcontractors or other service/material providers, including any designated general contractor of owner or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between the owner and the applicable contractors. The owner agrees that the A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the scope of work.

Except and unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agents or employee of any of them. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations. The A/E shall not be responsible for any delays in the execution of the work caused by the Contractor.

FEMA LETTER OF MAP REVISION

If required, the A/E shall provide a FEMA Letter of Map Revision (LOMR) to update the effective modeling and mapping of Doe Branch Creek.

RECORD DRAWINGS

The A/E shall transfer information provided by the Contractor on his mark-ups/As-Built drawings after construction is complete to digital files (AutoCAD & PDF) and provide these files to the owner.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the A/Es Compensation for Basic Professional Services and will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable Expenses include, but are not limited to travel, postage / shipping, reproductions / copies, color plots / prints, accessibility plan review and inspection fees and reports. These expenses shall be invoiced to a Not-To- Exceed Allowance as noted in the Compensation portion of this Proposal.

ADDITIONAL SERVICES

Additional Services are services that are not specifically included in this Proposal (i.e., public meetings, additional meetings beyond those described above, subdividing project into multiple sets and/or bids). Said services shall be described and compensation established and authorized by the owner in writing prior to the A/E providing said services. Additional Services shall be attached to this Proposal as an amendment.

EXCLUSIONS

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

- Fees for permits and advertising.
- Storm Water Pollution Prevention Plan (SWPPP).
- Preparation of Plats or Boundary Survey documents.
- Field surveying or production of related maps for purposes of determining off-site utility locations or construction control and layout.
- Design of off-site utility services or drainage facilities to more than 100 feet from a boundary of the project site
- Engineering services related to modifications of existing storm drain or design of new storm drain systems.
- Environmental impact statements, assessments or permits.
- Traffic Engineering Reports or Studies.
- Full-time or otherwise more frequent than provided as Basic Services and detailed observation of the Contractor's work in progress.
- Archaeological survey.
- Presentations to Town boards and councils.

ITEMS AND SERVICES TO BE PROVIDED BY THE TOWN

The Town will provide the following services to the A/E in the performance of the project upon request.

- Existing data the owner has on file concerning the project, if available.
- As-Built plans for existing facilities and/or utilities, if available.
- Assist the A/E in obtaining any required data and information from local utility companies, as necessary.

- Standard details and specifications in digital format.
- Assist the A/E in requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.

COMPENSATION

Compensation for the Basic Services rendered by the A/E shall be as described in Attachment 'B' of this Proposal.

We appreciate the opportunity to continue to serve the Town of Prosper and Build Community together. Please do not hesitate to contact us if you have any questions.

Sincerely,

PARKHILL

By 
Clint Wofford, RLA
Senior Associate

HP/ic
Enclosures: Attachment B and Hourly Rate Sheet

cc: Kurt Beilharz

COMPENSATION

Task 1: Compensation for the Basic Services related to the Schematic Design, Construction Documents, and Bidding phases provided by the A/E shall be a lump sum of \$133,000.00 plus Reimbursable Expenses. Construction Observation phase services shall be provided on an hourly basis per the attached hourly rates. This fee is based upon the project description stated above, should the project scope increase by more than five percent (5%) then the fee will be adjusted accordingly.

Task 1 Basic Services compensation shall be invoiced monthly based on percent of work completed. Monthly progress payments for these Services shall be distributed by phases as follows:

| | |
|---|---------------------|
| Schematic Design Phase (25%) | \$33,250.00 |
| Construction Documents Phase (60%) | \$79,800.00 |
| Bidding & Negotiation Phase (5%) | \$6,650.00 |
| Construction Observation Phase (10%) | \$13,300.00 |
| Total Task 1 Compensation | \$133,000.00 |
| Reimbursable Expenses (not-to-exceed allowance) | \$3,000.00 |

Other Related Services:

| | |
|--------------------------------------|--------------------|
| Topographical Study | \$24,300.00 |
| Geotechnical Investigation | \$10,000.00 |
| Flood Study | \$25,000.00 |
| FEMA LOMR & Filing Fee (if required) | \$32,000.00 |
| Sub-total | \$91,300.00 |

Total Compensation:

| | |
|---|---------------------|
| Task 1 | \$133,000.00 |
| Reimbursable Expenses (not-to-exceed allowance) | \$3,000.00 |
| Other Related Services | \$91,300.00 |
| Total | \$227,300.00 |

Parkhill
Hourly Rate Schedule
 January 1, 2024 through December 31, 2024

Item 8.

Client: Town of Prosper Parks & Recreation

Project: Doe Branch Pedestrian Trail and Bridge

Agreement Date: _____

Location: Prosper, TX

| CLASSIFICATION | HOURLY RATE | CLASSIFICATION | HOURLY RATE | CLASSIFICATION | HOURLY RATE |
|------------------------------|-------------|-------------------------------|-------------|-------------------------------|-------------|
| SUPPORT STAFF I | \$75.00 | PROFESSIONAL LEVEL III | | PROFESSIONAL LEVEL VI | |
| SUPPORT STAFF II | \$88.00 | Architect | \$186.00 | Architect | \$305.00 |
| SUPPORT STAFF III | \$120.00 | Civil Engineer | \$227.00 | Civil Engineer | \$344.00 |
| SUPPORT STAFF IV | \$129.00 | Electrical Engineer | \$222.00 | Electrical Engineer | \$358.00 |
| SUPPORT STAFF V | \$143.00 | Interior Designer | \$166.00 | Interior Designer | \$264.00 |
| SUPPORT STAFF VI | \$154.00 | Landscape Architect | \$179.00 | Landscape Architect | \$285.00 |
| PROFESSIONAL LEVEL I | | Mechanical Engineer | \$211.00 | Mechanical Engineer | \$343.00 |
| Architect | \$151.00 | Structural Engineer | \$219.00 | Structural Engineer | \$329.00 |
| Civil Engineer | \$165.00 | Survey Tech | \$170.00 | Professional Land Surveyor | \$266.00 |
| Electrical Engineer | \$168.00 | Other Professional | \$163.00 | Other Professional | \$259.00 |
| Interior Designer | \$144.00 | PROFESSIONAL LEVEL IV | | PROFESSIONAL LEVEL VII | |
| Landscape Architect | \$144.00 | Architect | \$226.00 | Architect | \$392.00 |
| Mechanical Engineer | \$158.00 | Civil Engineer | \$265.00 | Civil Engineer | \$410.00 |
| Structural Engineer | \$158.00 | Electrical Engineer | \$260.00 | Electrical Engineer | \$410.00 |
| Survey Tech | \$134.00 | Interior Designer | \$181.00 | Interior Designer | \$295.00 |
| Other Professional | \$141.00 | Landscape Architect | \$194.00 | Landscape Architect | \$392.00 |
| PROFESSIONAL LEVEL II | | Mechanical Engineer | \$248.00 | Mechanical Engineer | \$392.00 |
| Architect | \$163.00 | Structural Engineer | \$253.00 | Structural Engineer | \$410.00 |
| Civil Engineer | \$184.00 | Survey Tech | \$207.00 | Professional Land Surveyor | \$319.00 |
| Electrical Engineer | \$190.00 | Other Professional | \$193.00 | Other Professional | \$392.00 |
| Interior Designer | \$151.00 | PROFESSIONAL LEVEL V | | | |
| Landscape Architect | \$151.00 | Architect | \$275.00 | | |
| Mechanical Engineer | \$181.00 | Civil Engineer | \$319.00 | | |
| Structural Engineer | \$179.00 | Electrical Engineer | \$317.00 | | |
| Survey Tech | \$146.00 | Interior Designer | \$218.00 | | |
| Other Professional | \$148.00 | Landscape Architect | \$236.00 | | |
| | | Mechanical Engineer | \$302.00 | | |
| | | Structural Engineer | \$305.00 | | |
| | | Professional Land Surveyor | \$240.00 | | |
| | | Other Professional | \$215.00 | | |

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

Parkhill

PRELIMINARY SCHEDULE
Town of Prosper
Doe Branch Pedestrian Trail and Bridge
April 4, 2024

red text indicates involvement by Owner

| Stage of Services | Cal. days to Complete | Projected Date |
|---|-----------------------|--|
| Authorization from Town to Proceed | | Monday, May 6, 2024 |
| Preliminary Design | | |
| Begin Topographic Survey | 1 | Tuesday, May 7, 2024 |
| Site Reconnaissance and Base Map Preparation | 14 | Monday, May 20, 2024 |
| Preliminary Concept Plan | 21 | Monday, June 10, 2024 |
| <i>Staff Review</i> | 14 | Monday, June 24, 2024 |
| Final Concept Plan | 14 | Monday, July 8, 2024 |
| <i>Town Approval</i> | 14 | Monday, July 22, 2024 |
| Begin H&H Plan (concurrent with CDs) | 42 | Monday, August 19, 2024 |
| Begin Geotechnical Report (concurrent with CDs) | 28 | Monday, August 5, 2024 |
| Construction Documents Phase | | |
| Begin Construction Documents | 0 | Tuesday, July 23, 2024 |
| 50% Review Set | 35 | Tuesday, August 27, 2024 |
| <i>Town Review</i> | 14 | Tuesday, August 6, 2024 |
| 90% Review Set | 21 | Tuesday, August 27, 2024 |
| <i>Town Engineering, Public Works, P&Z, etc. Review</i> | 35 | Tuesday, October 1, 2024 |
| 100% Bid Documents | 14 | Tuesday, October 15, 2024 |
| Bidding Phase | | |
| Advertise for Bid | 7 | Tuesday, October 22, 2024 |
| Advertise for Bid | 7 | Tuesday, October 29, 2024 |
| Bid Opening | 7 | Tuesday, November 5, 2024 |
| <i>City Council approve bids/GMP</i> | | <i>First Council Meeting in December</i> |
| Construction Phase | | |
| Start Construction | 7 | Thursday, January 2, 2025 |
| Substantial Completion | 240 | Saturday, August 30, 2025 |
| Project Closeout & Record Drawings | 21 | Saturday, September 20, 2025 |

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PARKHILL FOR
THE DOE BRANCH PEDESTRIAN TRAIL AND BRIDGE PROJECT
(2120-PK)**

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 **Parkhill**, 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 **Doe Branch Pedestrian Trail and Bridge Project (2120-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 Two Hundred Twenty Seven Thousand Three Hundred Dollars and no cents (\$227,300.00) 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:

Parkhill
 Clint Wofford
 255 N. Center Street, #200
 Arlington, TX 76116
 cwofford@parkhill.com

Town of Prosper
 Mario Canizares, Town Manager
 PO Box 307
 Prosper, TX 75078
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____.

PARKHILL

TOWN OF PROSPER, TEXAS

By: _____
Signature

Printed Name

Title

Date

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 PARKHILL FOR THE DOE BRANCH PEDESTRIAN TRAIL AND BRIDGE PROJECT (2120-PK)

I. PROJECT DESCRIPTION

Landscape Architectural and Engineering Services for the following:

- Doe Branch Trail - approximately 2,400 LF of 10' wide concrete trail, one approximately 130' long prefabricated steel truss pedestrian bridge, and two storm drain culverts.
- Fishtrap Road Trail - three sections of concrete trail, totaling approximately 2,300 LF, along the south edge of Fishtrap Road. The width of these sections will vary between 6' to 8' depending on site constraints.

II. TASK SUMMARY

Task 1 – Schematic Design Phase

Schematic Design services shall include site reconnaissance to analyze capabilities and limitations of the project site, preparation of one preliminary design and work sessions with Town staff as necessary to prepare the schematic design and opinion of probable construction cost.

Task 2 – Construction Document Phase

Based on the Owner approved Schematic Design documents the A/E shall further develop the design and prepare the technical plans and specifications setting forth the requirements for construction of the project. The A/E shall meet all applicable Town of Prosper design and construction standards, coordinate plans with Town Departments, meet all state regulations and submit construction documents to the Owner for development review.

Task 3 – Bidding & Negotiation Phase

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend pre-bid meeting, attend bid opening, assist Owner in pre-qualification of bidders, assist the Owner in a pre-construction conference.

Task 4 – Construction Observation Phase

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the Owner and A/E in writing to become familiar with the progress and quality of the work completed, and to determine, in general, if the work is being performed in a manner indicating that the work, when completed will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. Based on on-site observation, the A/E shall keep the Owner informed on the progress and quality of the work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with

the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare change orders (if required), assist the Owner in conducting the substantial completion and final completion observations, and assist the Owner with closeout procedures.

The A/E shall conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

Except as expressly stated in the scope of work, the A/E shall not be responsible to supervise, direct or have control over work of Owner's Contractors, subcontractors or other service/material providers, including any designated general contractor of Owner or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with work. These rights and responsibilities are solely those of and between the Owner and the applicable Contractors. The Owner agrees that the A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the scope of work.

Except and unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of work or any agents or their employee. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The A/E shall not be responsible for any delays in the execution of the work caused by the Contractor.

Task 5 – Record Drawings

The A/E shall transfer information provided by the Contractor on his mark-ups/As-Built drawings after construction is complete to digital files (AutoCAD & PDF) and provide these files to the Owner.

III. DELIVERABLES

| | |
|---|---|
| Task 1 – Schematic Design Phase | Rendered Plan and OPC |
| Task 2 - Construction Document Phase | Contract Documents including plans and specifications |
| Task 3 – Bidding & Negotiation Phase | Bid Tabulation and Addendums |
| Task 4 – Construction Observation Phase | Contractor's Pay Requests, approved submittals, RFI's, SI's and product samples |
| Task 5 - Record Drawings | One (1) 22x34 bond copy of the record drawings One (1) 22x34 mylar copy of the record drawings One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map |

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PARKHILL FOR
THE DOE BRANCH PEDESTRIAN TRAIL AND BRIDGE PROJECT
(2120-PK)**

I. COMPENSATION SCHEDULE

| Task | Completion Schedule | Compensation Schedule |
|---|---------------------|-----------------------|
| Notice-to-Proceed | May 2024 | |
| Task 1 – Schematic Design Phase | June 2024 | \$33,250.00 |
| Task 2 - Construction Document Phase | July 2024 | \$79,800.00 |
| Task 3 - Bidding & Negotiation Phase | Oct 2024 | \$6,650.00 |
| Task 4 – Construction Observation Phase | Jan 2025 | \$13,300.00 |
| Total Compensation | | \$133,000.00 |

II. COMPENSATION SUMMARY

| Basic Services (Lump Sum) | Amount |
|---|---------------------|
| Task 1 - Schematic Design Phase | \$33,250.00 |
| Task 2 – Construction & Observation Phase | \$79,800.00 |
| Task 3 – Bidding & Negotiation Phase | \$6,650.00 |
| Task 4 – Construction Observation Phase | \$13,300.00 |
| Total Basic Services: | \$133,000.00 |

| Special Services (Hourly Not-to-Exceed) | Amount |
|---|-------------------|
| Reimbursable Expenses | \$3,000.00 |
| Total Special Services: | \$3,000.00 |

| Direct Expenses | Amount |
|---|--------------------|
| Topographical Survey | \$24,300.00 |
| Geotechnical Investigation | \$10,000.00 |
| Flood Study | \$25,000.00 |
| FEMA LOMR and Filing Fee (allowance, if required) | \$32,000.00 |
| Total Direct Expenses: | \$91,300.00 |

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

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|--|---|-----------------|
| For vendor doing business with local governmental entity | | |
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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> | OFFICE USE ONLY <hr/> Date Received | |
| 1 Name of vendor who has a business relationship with local governmental entity. | | |
| 2 <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.) | | |
| 3 Name of local government officer about whom the information is being disclosed. | _____ Name of Officer | |
| 4 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>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> | | |
| 5 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. | | |
| 6 <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). | | |
| 7 | | |
| _____ Signature of vendor doing business with the governmental entity | | _____ Date |



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: PSA for Prosper Trail Right of Way Screening Project

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of a conceptual rendering and plans and construction documents for screening elements and trail / sidewalk within the Right of Way along Prosper Trail and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

This project involves developing a conceptual plan for screening elements comparable to other screening types currently existing on Prosper's arterial roadways. The scope includes the south side of Prosper Trail from Preston Road east to Deer Run Lane. Once a concept is approved, plans and construction documents will be developed, and the screening elements will be constructed.

Budget Impact:

The total cost of services is \$157,000. Funding for this contract is available in account GL 750-5410-10-00-2328-PK.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Proposal
2. Preliminary Schedule
3. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends approving a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of a conceptual rendering and plans and construction documents for screening elements within the Right of Way along Prosper Trail, and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of a conceptual rendering and plans and construction documents for screening elements and trail / sidewalk within the Right of Way along Prosper Trail, and authorizing the Town Manager to execute documents for the same.

If required, ten (10) test holes are included to verify depth and size of utilities. Test holes will be excavated using vacuum excavation equipment. A separate line-item allowance is provided for the test holes.

GEOTECHNICAL INVESTIGATION & REPORT

The A/E shall secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of the structural foundations, piers, etc. related to the masonry walls and columns.

Schematic Design

Schematic Design services shall include site reconnaissance to analyze capabilities and limitations of the project site, preparation of one preliminary design and work sessions with Town staff as necessary to prepare the schematic design and opinion of probable construction cost.

The schematic design shall include screening options (walls, fences, etc.) and landscape layout.

Deliverables: A colored rendering mounted on 30" x 42" foam board, digital format rendering, and Opinion of Probable Construction Cost.

PUBLIC MEETING

Parkhill will present the approved median design and easements to the thirteen (13) residents along the North side of Chandler Cir. at a single town-hall type meeting. Meeting notifications to the residents and meeting arrangements will be made by the Owner.

CONSTRUCTION DOCUMENT PHASE

Based on the Owner approved Schematic Design documents the A/E shall further develop the design and prepare the technical plans and specifications setting forth the requirements for construction of the project. The A/E shall meet all applicable Town of Prosper design and construction standards, coordinate plans with Town Departments, meet all state regulations and submit construction documents to the Owner for development review.

Deliverables: 50% CD Design Review Submittal, 95% CD Design Review Submittal, Bid Issue Construction Documents, Project Manual (front end documents & technical specifications), updated Opinion of Probable Construction Cost and Meetings (as necessary).

BIDDING & NEGOTIATION PHASE

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend pre-bid meeting, attend bid opening, assist Owner in pre-qualification of bidders, assist the Owner in a pre-construction conference.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the Owner and A/E in writing to become familiar with the progress and quality of the work completed, and to determine, in general, if the work is being performed in a manner indicating that the work, when completed will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. Based on on-site observation, the A/E shall keep the Owner informed on the progress and quality of the work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare change orders (if required), assist the Owner in conducting the substantial completion and final completion observations, and assist the Owner with closeout procedures.

The A/E shall conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

Except as expressly stated in the scope of work, the A/E shall not be responsible to supervise, direct or have control over work of Owner's Contractors, subcontractors or other service/material providers, including any designated general contractor of Owner or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with work. These rights and responsibilities are solely those of and between the Owner and the applicable Contractors. The Owner agrees that the A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the scope of work.

Except and unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of work or any agents or their employee. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The A/E shall not be responsible for any delays in the execution of the work caused by the Contractor.

RECORD DRAWINGS

The A/E shall transfer information provided by the Contractor on his mark-ups/As-Built drawings after construction is complete to digital files (AutoCAD & PDF) and provide these files to the Owner.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the A/Es compensation for basic professional services and will be billed at invoice cost, plus a fifteen percent (15%) markup for handling costs. Reimbursable expenses include, but are not limited to travel, postage/shipping, reproductions/copies, color plots/prints, accessibility plan review and inspection fees and reports. These expenses shall be invoiced to a not to exceed allowance as noted in the compensation portion of this proposal.

ADDITIONAL SERVICES

Additional services are services that are not specifically included in this proposal (i.e., public meetings, additional meetings beyond those described above, subdividing project into multiple sets and/or bids). Said services shall be described and compensation established and authorized by the Owner in writing prior to the A/E providing said services. Additional services shall be attached to this proposal as an amendment.

EXCLUSIONS

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

- Fees for permits and advertising.
- Storm Water Pollution Prevention Plan (SWPPP).
- Preparation of Plats or Boundary Survey documents.
- Field surveying or production of related maps for purposes of determining off-site utility locations or construction control and layout.

- Design of off-site utility services or drainage facilities to more than 100 feet from a boundary of the project site.
- Engineering services related to modifications of existing storm drain or design of new storm drain systems.
- Environmental impact statements, assessments or permits.
- Traffic Engineering Reports or studies.
- Hydraulics and hydrology, flood studies or floodplain reclamation plans.
- Full-time or otherwise more frequent than provided as basic services and detailed observation of the contractor's work in progress.
- Archaeological survey.
- Presentations to Town Boards and Councils.

ITEMS AND SERVICES TO BE PROVIDED BY THE TOWN

The Town will provide the following services to the A/E in the performance of the project upon request.

- Existing data the Owner has on file concerning the project, if available.
- As-Built plans for existing facilities and/or utilities, if available.
- Standard details and specifications in digital format.

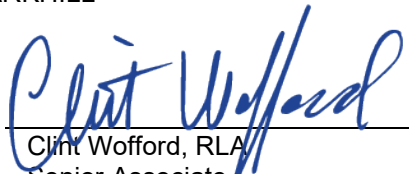
COMPENSATION

Compensation for the Basic Services rendered by the A/E shall be as described in Attachment 'B' of this Proposal.

We appreciate the opportunity to continue to serve the Town of Prosper and Build Community together. Please do not hesitate to contact us if you have any questions.

Sincerely,

PARKHILL

By 
Clint Wofford, RLA
Senior Associate

HP/ilc

Enclosures: Attachment B and Hourly Rate Sheet

cc: Kurt Beilharz

COMPENSATION

Task 1: Compensation for the Basic Services related to the Schematic Design, Construction Documents, Bidding and Construction Observation phases provided by the A/E shall be a lump sum of \$90,000.00 plus Reimbursable Expenses. Construction Observation phase services shall be provided on an hourly basis per the attached hourly rates. This fee is based upon the project description stated above, should the project scope increase by more than five percent (5%) then the fee will be adjusted accordingly.

Task 1 Basic Services compensation shall be invoiced monthly based on percent of work completed. Monthly progress payments for these Services shall be distributed by phases as follows:

| | |
|---|--------------------|
| Schematic Design Phase (20%) | \$18,000.00 |
| Construction Documents Phase (60%) | \$54,000.00 |
| Bidding & Negotiation Phase (10%) | \$9,000.00 |
| Construction Observation Phase (10%) | \$9,000.00 |
| Total Task 1 Compensation | \$90,000.00 |
| Reimbursable Expenses (not-to-exceed allowance) | \$2,000.00 |

Other Related Services:

| | |
|--|--------------------|
| Topographical Survey | \$10,500.00 |
| Geotechnical Investigation | \$10,000.00 |
| Easement Preparation | \$11,250.00 |
| Subsurface Utility Engineering | \$19,550.00 |
| Subsurface Utility Test Holes (Allowance, if required) | \$13,700.00 |
| Sub-total | \$65,000.00 |

Total Compensation:

| | |
|---|---------------------|
| Task 1 | \$90,000.00 |
| Reimbursable Expenses (not-to-exceed allowance) | \$2,000.00 |
| Other Related Services | \$65,000.00 |
| Total | \$157,000.00 |

Parkhill
Hourly Rate Schedule
 January 1, 2024 through December 31, 2024

Item 9.

Client: Town of Prosper Parks & Recreation

Project: E. Prosper ROW Screening

Agreement Date: _____

Location: Prosper, TX

| CLASSIFICATION | HOURLY RATE | CLASSIFICATION | HOURLY RATE | CLASSIFICATION | HOURLY RATE |
|------------------------------|-------------|-------------------------------|-------------|-------------------------------|-------------|
| SUPPORT STAFF I | \$75.00 | PROFESSIONAL LEVEL III | | PROFESSIONAL LEVEL VI | |
| SUPPORT STAFF II | \$88.00 | Architect | \$186.00 | Architect | \$305.00 |
| SUPPORT STAFF III | \$120.00 | Civil Engineer | \$227.00 | Civil Engineer | \$344.00 |
| SUPPORT STAFF IV | \$129.00 | Electrical Engineer | \$222.00 | Electrical Engineer | \$358.00 |
| SUPPORT STAFF V | \$143.00 | Interior Designer | \$166.00 | Interior Designer | \$264.00 |
| SUPPORT STAFF VI | \$154.00 | Landscape Architect | \$179.00 | Landscape Architect | \$285.00 |
| PROFESSIONAL LEVEL I | | Mechanical Engineer | \$211.00 | Mechanical Engineer | \$343.00 |
| Architect | \$151.00 | Structural Engineer | \$219.00 | Structural Engineer | \$329.00 |
| Civil Engineer | \$165.00 | Survey Tech | \$170.00 | Professional Land Surveyor | \$266.00 |
| Electrical Engineer | \$168.00 | Other Professional | \$163.00 | Other Professional | \$259.00 |
| Interior Designer | \$144.00 | PROFESSIONAL LEVEL IV | | PROFESSIONAL LEVEL VII | |
| Landscape Architect | \$144.00 | Architect | \$226.00 | Architect | \$392.00 |
| Mechanical Engineer | \$158.00 | Civil Engineer | \$265.00 | Civil Engineer | \$410.00 |
| Structural Engineer | \$158.00 | Electrical Engineer | \$260.00 | Electrical Engineer | \$410.00 |
| Survey Tech | \$134.00 | Interior Designer | \$181.00 | Interior Designer | \$295.00 |
| Other Professional | \$141.00 | Landscape Architect | \$194.00 | Landscape Architect | \$392.00 |
| PROFESSIONAL LEVEL II | | Mechanical Engineer | \$248.00 | Mechanical Engineer | \$392.00 |
| Architect | \$163.00 | Structural Engineer | \$253.00 | Structural Engineer | \$410.00 |
| Civil Engineer | \$184.00 | Survey Tech | \$207.00 | Professional Land Surveyor | \$319.00 |
| Electrical Engineer | \$190.00 | Other Professional | \$193.00 | Other Professional | \$392.00 |
| Interior Designer | \$151.00 | PROFESSIONAL LEVEL V | | | |
| Landscape Architect | \$151.00 | Architect | \$275.00 | | |
| Mechanical Engineer | \$181.00 | Civil Engineer | \$319.00 | | |
| Structural Engineer | \$179.00 | Electrical Engineer | \$317.00 | | |
| Survey Tech | \$146.00 | Interior Designer | \$218.00 | | |
| Other Professional | \$148.00 | Landscape Architect | \$236.00 | | |
| | | Mechanical Engineer | \$302.00 | | |
| | | Structural Engineer | \$305.00 | | |
| | | Professional Land Surveyor | \$240.00 | | |
| | | Other Professional | \$215.00 | | |

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

Parkhill

PRELIMINARY SCHEDULE
Town of Prosper
E. Prosper Trail ROW Screening
April 4, 2024

red text indicates involvement by Owner

| Stage of Services | Cal. days to Complete | Projected Date |
|---|-----------------------|--|
| Authorization from Town to Proceed | | Monday, May 6, 2024 |
| Preliminary Design | | |
| Begin Topographic Survey | 1 | Tuesday, May 7, 2024 |
| Site Reconnaissance and Base Map Preparation | 14 | Monday, May 20, 2024 |
| Preliminary Concept Plan | 21 | Monday, June 10, 2024 |
| <i>Staff Review</i> | 14 | Monday, June 24, 2024 |
| Final Concept Plan | 14 | Monday, July 8, 2024 |
| Town Hall Meeting | 14 | Monday, July 22, 2024 |
| <i>Town Approval</i> | 14 | Monday, August 5, 2024 |
| Easement Preparation (concurrent with CDs) | 28 | Monday, September 2, 2024 |
| Geotechnical Report (concurrent with CDs) | 28 | Monday, September 2, 2024 |
| Construction Documents Phase | | |
| Begin Construction Documents | 0 | Tuesday, August 6, 2024 |
| 50% Review Set | 28 | Tuesday, September 3, 2024 |
| <i>Town Review</i> | 14 | Tuesday, August 20, 2024 |
| 90% Review Set | 21 | Tuesday, September 10, 2024 |
| <i>Town Engineering, Public Works, P&Z, etc. Review</i> | 35 | Tuesday, October 15, 2024 |
| 100% Bid Documents | 14 | Tuesday, October 29, 2024 |
| Bidding Phase | | |
| Advertise for Bid | 7 | Tuesday, November 5, 2024 |
| Advertise for Bid | 7 | Tuesday, November 12, 2024 |
| Bid Opening | 7 | Tuesday, November 19, 2024 |
| <i>City Council approve bids/GMP</i> | | <i>First Council Meeting in December</i> |
| Construction Phase | | |
| Start Construction | 7 | Thursday, January 2, 2025 |
| Substantial Completion | 180 | Tuesday, July 1, 2025 |
| Project Closeout & Record Drawings | 21 | Tuesday, July 22, 2025 |

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PARKHILL FOR
THE EAST PROSPER TRAIL ROW SCREENING] PROJECT
(2328-PK)**

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 **Parkhill**, 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 **East Prosper Trail ROW Screening Project (2328-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 and Fifty Seven Thousand Dollars and no cents (\$157,000.00) 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:

Parkhill
 Clint Wofford
 255 N. Center Street, #200
 Arlington, TX 76116
 cwofford@parkhill.com

Town of Prosper
 Mario Canizares, Town Manager
 PO Box 307
 Prosper, TX 75078
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____.

PARKHILL

TOWN OF PROSPER, TEXAS

By: _____
Signature

By: _____
Signature

Printed Name

Mario Canizares
Printed Name

Title

Town Manager
Title

Date

Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND PARKHILL FOR THE [EAST PROSPER TRAIL ROW SCREENING PROJECT (2328-PK)]

I. PROJECT DESCRIPTION

Landscape Architectural and Engineering services for landscape and screening improvements along the South side of E. Prosper Trail between N. Preston Rd. and Deer Run Lane. The overall length of the project is 2,800 LF. The intent of the project is to provide screening and landscaping that is on par with nearby median developments. Median improvements shall include the following elements as allowed by the project budget: masonry walls, ornamental fence, landscaping, and irrigation. Although design and grading around existing storm drain elements is required, the re-design and modifications of the existing storm drain system is not included in this scope of work.

II. TASK SUMMARY

Task 1 – Schematic Design Phase

Schematic Design services shall include site reconnaissance to analyze capabilities and limitations of the project site, preparation of one preliminary design and work sessions with Town staff as necessary to prepare the schematic design and opinion of probable construction cost.

The schematic design shall include screening options (walls, fences, etc.) and landscape layout.

Task 2 – Construction Document Phase

Based on the Owner approved Schematic Design documents the A/E shall further develop the design and prepare the technical plans and specifications setting forth the requirements for construction of the project. The A/E shall meet all applicable Town of Prosper design and construction standards, coordinate plans with Town Departments, meet all state regulations and submit construction documents to the Owner for development review.

Task 3 – Bidding & Negotiation Phase

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend pre-bid meeting, attend bid opening, assist Owner in pre-qualification of bidders, assist the Owner in a pre-construction conference.

Task 4 – Construction Observation Phase

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the Owner and A/E in writing to become familiar with the progress and quality of the work completed, and to determine, in general, if the work is being performed in a manner indicating that the work, when completed will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. Based on on-site observation, the A/E shall keep the Owner informed on the progress and quality of the work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare change orders (if required), assist the Owner in conducting the substantial completion and final completion observations, and assist the Owner with closeout procedures.

The A/E shall conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

Except as expressly stated in the scope of work, the A/E shall not be responsible to supervise, direct or have control over work of Owner's Contractors, subcontractors or other service/material providers, including any designated general contractor of Owner or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with work. These rights and responsibilities are solely those of and between the Owner and the applicable Contractors. The Owner agrees that the A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the scope of work.

Except and unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of work or any agents or their employee. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The A/E shall not be responsible for any delays in the execution of the work caused by the Contractor.

Task 5 – Record Drawings

The A/E shall transfer information provided by the Contractor on his mark-ups/As-Built drawings after construction is complete to digital files (AutoCAD & PDF) and provide these files to the Owner.

III. DELIVERABLES

| | |
|---|---|
| Task 1 – Schematic Design Phase | Rendered Plan and OPC |
| Task 2 - Construction Document Phase | Contract Documents including plans and specifications |
| Task 3 – Bidding & Negotiation Phase | Bid Tabulation and Addendums |
| Task 4 – Construction Observation Phase | Contractor's Pay Requests, approved submittals, RFI's, SI's and product samples |
| Task 5 - Record Drawings | One (1) 22x34 bond copy of the record drawings One (1) 22x34 mylar copy of the record drawings One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map |

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PARKHILL FOR
THE EAST PROSPER TRAIL ROW SCREENING PROJECT (2328-PK)**

I. COMPENSATION SCHEDULE

| Task | Completion Schedule | Compensation Schedule |
|---|---------------------|-----------------------|
| Notice-to-Proceed | May 2024 | |
| Task 1 – Schematic Design Phase | June 2024 | \$18,000.00 |
| Task 2 - Construction Document Phase | Aug 2024 | \$57,000.00 |
| Task 3 - Bidding & Negotiation Phase | Nov 2024 | \$9,000.00 |
| Task 4 – Construction Observation Phase | Jan 2025 | \$9,000.00 |
| Total Compensation | | \$90,000.00 |

II. COMPENSATION SUMMARY

| Basic Services (Lump Sum) | Amount |
|---|--------------------|
| Task 1 - Schematic Design Phase | \$18,000.00 |
| Task 2 – Construction & Observation Phase | \$57,000.00 |
| Task 3 – Bidding & Negotiation Phase | \$9,000.00 |
| Task 4 – Construction Observation Phase | \$9,000.00 |
| Total Basic Services: | \$90,000.00 |

| Special Services (Hourly Not-to-Exceed) | Amount |
|---|-------------------|
| Reimbursable Expenses | \$2,000.00 |
| Total Special Services: | \$2,000.00 |

| Direct Expenses | Amount |
|--------------------------------|--------------------|
| Topographical Survey | \$10,500.00 |
| Geotechnical Investigation | \$10,000.00 |
| Easement Preparation | \$11,250.00 |
| Subsurface Utility Engineering | \$19,550.00 |
| Subsurface Utility Test Holes | \$13,700.00 |
| Total Direct Expenses: | \$65,000.00 |

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

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|--|---|-----------------|
| For vendor doing business with local governmental entity | | |
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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> | OFFICE USE ONLY Date Received | |
| 1 Name of vendor who has a business relationship with local governmental entity. | | |
| 2 <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.) | | |
| 3 Name of local government officer about whom the information is being disclosed. | _____ Name of Officer | |
| 4 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>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> | | |
| 5 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. | | |
| 6 <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). | | |
| 7 | | |
| _____ Signature of vendor doing business with the governmental entity | | _____ Date |



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: PSA for Erosion Control Improvements in Frontier Park and the Doe Branch Property

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving a Professional Services Agreement between Knight Erosion Control Inc. and the Town of Prosper, Texas, for the design and construction of erosion control improvements in Frontier Park and for the Doe Branch Property and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

Knight Erosion Control (KEC) provides engineering design and construction solutions for erosion control projects. KEC has an annual contract with the City of Garland that Prosper is allowed to utilize due to an ILA with Garland through the Collin County Group Purchasing Forum. KEC will provide turnkey services to design and construct erosion control solutions in two separate locations. The eroding pond edge in Frontier Park will be stabilized with a bag wall solution. A section of the Doe Branch Creek bank, within the Doe Branch Property, will also be stabilized with a bag wall solution. In addition to bank stabilization, KEC will also shore up bridge abutments for the wooden bridge that spans the main creek channel and services the existing mountain bike trails.

Anticipated construction schedule of 270 days with construction beginning May 2024 and project completion January 2025.

Budget Impact:

The total cost of services is \$651,922.69. Funding for this contract is available in accounts 750-5410-10-00-2327-PK (design) and 750-6610-1000-2321-PK (construction).

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Proposals
2. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends approving a Professional Services Agreement between Knight Erosion Control Inc. and the Town of Prosper, Texas, for the design and construction of erosion control improvements in Frontier Park and for the Doe Branch Property and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve a Professional Services Agreement between Knight Erosion Control Inc. and the Town of Prosper, Texas, for the design and construction of erosion control improvements in Frontier Park and for the Doe Branch Property and authorizing the Town Manager to execute documents for the same.

DESIGN PROPOSAL

Knight Erosion Control, Inc.

10751 Tube Drive
Hurst, TX, 76053
Office: 817/640-4442
www.kecinc.net
[TBPE No. F-23137](#)

Date: March 22, 2024
Proposal No. Design Only Proposal

HUB No. 1752354978400
Certified By: NCTRCA MBE/WBE/SBE
Certification No. WFWB69820N0323

Proposal Submitted To:

Town of Prosper

Attn: Kurt Beilharz- *Parks Department*
250 West First Street
Prosper, TX, 75078
972/743-9697
Email: KBeilharz@prospertx.gov

Work Performed At:

Site Locations: Windsong Mountain Bike & Frontier Park Fishing Pond
Project Location:
Windsong Mtn Bike-33°13'45"N 96°53'2"W
Frontier Park-33°15'35.53"N 96°48'31.83"W
Scope: Provide the Town of Prosper with Construction drawings for both, Windsong Mountain Bike Trail and Frontier Park Fishing Pond Embankment Reinforcement Designs.

Mr. Beilharz,
Knight Erosion Control, Inc. dba Knight Engineering & Construction, Inc. appreciates the opportunity to work with you and to provide a quotation for the following scope of work, complete and in place, for your consideration. This quote was prepared in accordance with the site visits on (5/10/23 & 11/16/23), and a site visit on (5/10/23), or made available to us and is subject to the Notes as well as our General Conditions.

Proposed:

We hereby propose to provide a Retaining Wall Design to *The Town of Prosper* for both Windsong Mountain Bike Trail-Bridge Retaining Wall, and Frontier Park Fishing Pond- West-side.

KEC Design- Lump Sum Rates

| | |
|---|----------------------------|
| • Civil Design | \$ 8,100.00 |
| • Structural Design | \$ 7,500.00 |
| • Flood Study <i>(If Required)</i> | \$ 11,400.00 |
| • Erosion Control Plan, with Permits | \$ 2,280.00 |
| • Topo Survey and Construction Staking of Walls | \$ 10,560.00 |
| • Geotechnical Data Reports with borings | <u>\$ 8,400.00</u> |
| TOTAL | <u>\$ 48,240.00</u> |

KEC to Provide:

1. Civil Design of RRap Wall to include.
 - a. Cover Page
 - b. RRap Wall Grading Plan
 - c. Access & Staging area location
 - d. Cut/Fill Calculations for the proposed wall.
 - e. Erosion Control Plan
 - f. Erosion Control Detail
 - g. Flood Study (If Required)
 - i. KEC to provide an electronic (PDF) file of the flood study report along with the supporting exhibits and models (*If Required*).
2. Structural Design of the RRap Wall to include.
 - a. Cross section Design
 - b. Factors of Safety
 - c. Global Stability
 - d. Plan & Profile Design
3. The proposal Unit Quantities for Contract Rates, per the City of Garland- 2021 Term Mitigation Contract

Specific Design Exclusions:

1. The proposal does not include the cost of construction.
2. The proposal does not include permits for wall construction. All necessary permits are to be provided by others before construction.
3. The proposal does not include any reproduction fees or review fees.
4. This proposal does not include any submittals to FEMA.

General Terms and Conditions:

1. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
 - a. If a project is planned for a future year, then add 7.5% increase to project total, per year to cover inflation escalators.
2. Our safety practices meet OSHA regulations recommended safety procedures.
3. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locations of utilities and/or conflicts shall be by others.
4. **Basis of Compensation-** Knight Engineering and Construction shall prepare invoices in accordance with its standard invoicing practices. Invoices shall be submitted on a monthly basis and are due and payable within 30 days of receipt. Professional Services shall be billed monthly and based upon a percent complete for lump sum tasks or the agreed upon rates for the Project.
5. **Standard of Care-** The standard of care for all professional engineering and related services performed or furnished by Knight Erosion Control, Inc dba Knight Engineering and Construction under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Knight Engineering and Construction makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Knight Engineering and Construction.
6. **Compliance with Laws and Regulations-** Both Client and Knight Erosion Control, Inc dba Knight Engineering and Construction shall comply with applicable Laws and Regulations. KEC shall comply with any and all policies, procedures, and instructions of Client that as applicable to Knight Engineering and Construction performance of services under this Agreement and that Client provides to Knight Engineering and Construction in writing, subject to the Standard of Care set forth in Section IX and to the extent compliance is not inconsistent with professional practice requirements.
7. **Certification, Guarantees, and Warranties-** Knight Engineering and Construction shall not be required to sign any document, no matter by whom requested, that would result in Knight Engineering and Construction having to certify, guarantee, or warrant the existence of conditions whose existence Knight

Engineering and Construction cannot ascertain. Client agrees not to make resolution of any dispute with Knight Engineering and Construction or payment of any amount due to Knight Engineering and Construction in any way contingent upon Knight Engineering and Construction signing any such document.

- 8. **Termination of Agreement-** It is understood that this Agreement may be cancelled at any time by the Client or by Knight Engineering and Construction any payment shall be due based on the method of computation in Section IV (4) only on Work performed or expenses incurred to date of cancellation.
- 9. Proposal may be withdrawn by KEC, if not accepted within 90 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KNIGHT ENGINEERING AND CONSTRUCTION.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Db Knight Engineering and Construction

Per Russell Hergesell

Russell Hergesell- *Vice President of Sales*

TBPE No. F-23137

CLIENT
Agreed & Accepted

By: _____

Name: _____

Title: _____

Date: _____



UNIT PRICE PROPOSAL

KNIGHT EROSION CONTROL, INC.
 Dba Knight Engineering & Construction
 10751 Tube Drive
 Hurst, TX, 76053
 Office: 817/640-4442
www.kecinc.net

Date: March 21, 2024
 Proposal No. 2

HUB No. 1752354978400
 Certified By: NCTRCA MBE/WBE/SBE
 Certification No. WFWB69820N0323

Proposal Submitted To:

Work Performed At:

Town of Prosper
 Attn: Kurt Beilharz- *Assistant Director of Parks Department*
 250 West First Street
 Prosper, TX, 75078
 972/743-9697
 Email: kBeilharz@prospertx.gov

Site Location: Frontier Park, Fishing Pond
Project Location: 33°15'35.53" N
 96°48'31.83" W
Scope: Reinforce West embankment of Fishing/Irrigation Pond, with RRap Retaining Wall,
Proposal: Based off the 2021 Term Erosion Mitigation Contract with the City of Garland

Mr. Beilharz,
 Knight Erosion Control, Inc. dba Knight Engineering & Construction appreciates the opportunity to work with you and the Town of Prosper by providing you with a quotation for the following scopes of work, complete and in place, for your consideration. This quote was prepared in accordance with the information made available to KEC per the site visit on 9/29/2023. The quote is subject to the Notes as well in our General Terms and Conditions.

Proposed:

We hereby propose to furnish all the materials and perform the labor necessary for the completion of, as noted below.

Proposed RRap Wall

- Installation of 1,280 LF of RRap "Bag" Wall x 2-3 feet tall, along the west embankment of the fishing pond (See Kzm for Detail). The proposed wall includes a foundation approximately 1' below the toe of pond embankment. The proposed wall will have a gravel pocket, and a continuous 4" corrugated pipe for drainage. The proposal also includes clearing, excavation, water management, and site restoration upon completion.

2021 Term Erosion Mitigation Contract Rates-City of Garland

| ITEM # | Unit Description | UOM | Unit Price | QTY | Unit Total |
|--------------|--|-----|-------------|--------|----------------------|
| 187.00 | Unclassified Channel Excavation | CY | \$ 50.00 | 214.00 | \$ 10,700.00 |
| 203.20 | 6" Topsoil Delivered, placed, & Installed | SY | \$ 20.00 | 711.11 | \$ 14,222.20 |
| 203.002 | Borrow, delivered to jobsite & installed | CY | \$ 75.00 | 106.67 | \$ 8,000.25 |
| 271.00 | Sodding, including fertilizer & sprinkler | SY | \$ 80.00 | 711.11 | \$ 56,888.80 |
| 657.11 | RRap Retaining Wall 4' high or less | SY | \$ 648.00 | 497.78 | \$ 322,561.44 |
| 797.00 | Capital Improvements Sign | EA | \$ 550.00 | 0.00 | \$ 0.00 |
| 798.00 | All Erosion Control Activities incl. devices | LS | \$ 4,000.00 | 1.00 | \$ 4,000.00 |
| 2100.0 | Mobilization | LS | \$ 3,750.00 | 1.00 | \$ 3,750.00 |
| TOTAL | | | | | \$ 420,122.69 |

Knight Erosion Control to Provide:

1. Locate Utilities (Does not include a SUE LEVEL testing)
2. Each Unit Price includes Payment & Performance Bonds
3. The proposal includes site access, clearing, excavation, haul off, water management, and site restoration.
4. Site Restoration
 - a. Disc & Seed access path and staging area with grass seed (Millet, Fescue, or Rye).

Specific Exclusions:

1. The Unit Pricing Proposal does not include the design. Design Proposal was provided separately to the Town of Prosper.
2. The proposal does not include providing a Construction Sign/Capital Improvements Sign, per the request of the Town of Prosper.
3. The proposal does not include traffic control.
4. The proposal does not include installing fence or railing behind proposed wall. Does include providing temporary safety fencing around the staging area and work zone.

General Terms and Conditions:

1. This proposal is based on 20 working days per month.
2. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
 - a. If project is planned for a future year, then add 7.5% increase to project total, per year.
3. Our safety practices meet OSHA regulations recommended safety procedures.
4. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
5. **Payment**- Payment terms as noted: 20% mobilization, end of month draw based on % of work completed, and balance upon completion.
6. **Warranty**- KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.
7. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above
8. Proposal may be withdrawn by KEC, if not accepted within 30 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **Knight Erosion Control, Inc.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per *Russell Hergesell*
Russell Hergesell- Vice President of Sales

UNIT RATE PROPOSAL

KNIGHT EROSION CONTROL, INC.
 Dba Knight Engineering & Construction
 10751 Tube Drive
 Hurst, TX, 76053
 Office: 817/640-4442
www.kecinc.net

Date: March 21, 2024
 Proposal No. 2

HUB No. 1752354978400
 Certified By: NCTRCA MBE/WBE/SBE
 Certification No. WFWB69820N0323

Proposal Submitted To:

Town of Prosper
 Attn: Kurt Beilharz- *Assistant Director of Parks Department*
 250 West First Street
 Prosper, TX, 75078
 972/743-9697
 Email: kBeilharz@prospertx.gov

Work Performed At:

Site Location: Windsong Mountain Bike
 Prosper, Texas
Project Location: 33°13'45"N 96°53'2"W
 Doe Branch Creek Crossing
 Scope: Reinforce Doe Branch Creek on
 the North & Southside of creek with
 MSE Rrap Walls.
Proposal: Based off City of Garland Unit
 Rates for the 2021 Term Erosion Mitigation
 Contract.

Mr. Beilharz,
 Knight Erosion Control, Inc. dba Knight Engineering & Construction appreciates the opportunity to work with you and the Town of Prosper by providing you with a quotation for the following scopes of work, complete and in place, for your consideration. This quote was prepared in accordance with the information made available to KEC per the site visit on 9/29/2023. The quote is subject to the City of Garland's Unit Rates for the 2021 Term Erosion Mitigation Contract, and the Notes as well, in our General Terms and Conditions.

Proposed:

We hereby propose to furnish all the materials and perform the labor necessary for the completion of, as noted below.

Proposed Rrap Wall

- Install (2) 30LF MSE Rrap "Bag" Walls, along North & South-side of Doe creek embankments x 12 feet tall from creek bottom. The proposed wall includes a foundation of approximately 30-35% (3.5' to 4' deep) of the proposed height from creek bottom to high bank. The proposal is based on using a MSE style of wall, with geogrid, gravel, and drainage for the reinforcement zone of the walls. The proposal also includes clearing, excavation, water management, removing & re-setting bridge crossing, re-installing wood bollards at each end (4 on either side), and site restoration upon completion.

2021 Term Erosion Mitigation Contract Rates- City of Garland

| ITEM # | Unit Description | UOM | Unit Price | QTY | Unit Total |
|---------|--|-----|-------------|--------|--------------|
| 187.00 | Unclassified Channel Excavation | CY | \$ 50.00 | 584.00 | \$ 29,200.00 |
| 203.20 | 6" Topsoil Delivered, placed, & Installed | SY | \$ 20.00 | 80.00 | \$ 1,600.00 |
| 203.002 | Borrow, delivered to jobsite & installed | CY | \$ 75.00 | 584.00 | \$ 43,800.00 |
| 271.00 | Sodding, including fertilizer & sprinkler | SY | \$ 80.00 | 80.00 | \$ 6,400.00 |
| 657.11 | RRap Retaining Wall higher than 4' | SY | \$ 675.00 | 100.00 | \$ 74,250.00 |
| 798.00 | All Erosion Control Activities incl. devices | LS | \$ 4,000.00 | 1.00 | \$ 4,000.00 |
| 799.00 | Misc.- Removal & Reinstallation of bridge | LS | \$ 3,400.00 | 1.00 | \$ 3,400.00 |

| | | | | | |
|--------------|---|----|--------------|------|----------------------|
| 101.00 | Clear, grub & dispose of all trees as noted | EA | \$ 500.00 | 10 | \$ 5,000.00 |
| 103.00 | Clearing, grubbing & removal of all bushes | AC | \$ 38,000.00 | .32 | \$ 12,160.00 |
| 2100.0 | Mobilization | LS | \$ 3,750.00 | 1.00 | \$ 3,750.00 |
| TOTAL | | | | | \$ 183,560.00 |

Knight Erosion Control to Provide:

1. Locate Utilities (Does not include a SUE LEVEL testing)
2. Each Unit Price includes Payment & Performance Bonds.
3. The proposal includes site access, clearing, excavation, haul off, and water management.
4. Site Restoration
 - a. Disc. & Seed access path and staging area with grass seed (Millet, Fescue, or Rye).

Specific Exclusions:

1. The proposal does not include the design. Design Proposal was provided separately to the Town of Prosper.
2. The proposal does not include providing a Construction Sign/Capital Improvements Sign, per the request of the Town of Prosper,
3. The proposal does not include traffic control.
4. The proposal does not include installing fence or railing behind proposed wall. Does include providing temporary safety fencing around the staging area and work zone.

General Terms and Conditions:

1. This proposal is based on 20 working days per month.
2. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
3. Our safety practices meet OSHA regulations recommended safety procedures.
4. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
5. **Payment-** Payment terms as noted: mobilization, end of month draw based on % of unit rates completed, and balance upon completion.
6. **Warranty-** KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.
7. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above
8. Proposal may be withdrawn by KEC, if not accepted within 30 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **Knight Erosion Control, Inc.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per Russell Hergesell
Russell Hergesell- Vice President of Sales

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND Knight Erosion
Control, Inc. dba KEC Engineering & Construction FOR THE
Windsong Mountain Bike Trail-Streambank Reinforcement at
Bridge Crossing PROJECT (IPRJ# 2327-PK)**

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 **Knight Erosion Control, Inc. dba KEC Engineering & Construction**, 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 **Design + Build of Windsong Mountain Bike Trail-Streambank Reinforcement at Bridge Crossing and Frontier Park Fishing Pond Reinforcement-West Side of Pond Project (IPRJ# 2327-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 **Six Hundred and Fifty-One Thousand Nine Hundred and Twenty-Two Dollars and Sixty-Nine Cents** (\$651,922.69) 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:

Knight Erosion Control, Inc. dba
KEC Engineering & Construction
Russell Hergesell, VP Sales
10751 Tube Dr
Hurst TX 76053
Russ@kecwalls.com

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
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 3rd day of April, 2024.

Knight Erosion Control, Inc. dba
KEC Engineering & Construction

TOWN OF PROSPER, TEXAS

By: 

Signature
J. Kathy Hergesell
Printed Name
President
Title

Date

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 Knight Erosion
Control, Inc dba KEC Engineering & Construction FOR THE
Design + Build of Windsong Mountain Bike Trail-Streambank
Reinforcement at Bridge Crossing and Frontier Park Fishing Pond
Reinforcement-West Side of Pond PROJECT (PRJ#2327-PK)

I. PROJECT DESCRIPTION

Project Design's + Build of Windsong Mountain Bike Trail-Streambank Reinforcement at Bridge Crossing and Frontier Park Fishing Pond Reinforcement-West Side of Pond

II. DESIGN TASK SUMMARY

Task 1 - Topo Survey Full Topo Graphic Surveys for both Windsong Mountain Bike Trail Creek Wall and Frontier Park Fishing Pond Wall for Engineering Design.

Task 2 - Geotech One 15'-25' boring per project location with report for structural design

Task 3 - Engineering Design Civil and Structural Design of both Windsong Mountain Bike Trail Creek Wall and Frontier Park Fishing Pond. Design to include Cover Page, Erosion Control Plan and Detail, Grading Plan with Cut & Fill Calculations. Structural Design to include cross section of proposed wall application, reinforcement zone, global stability and factors of safety.

Task 4 - Flood Study Flood Study for Windsong Mountain Bike Trail, showing a "No Rise" Certification

Task 5 - Construction [Task Description]

Staking of Walls

Task 6 - Record Drawings Final Set of Drawings at 100% with approved As Built in red

III. DELIVERABLES

Task 1 - Topo Survey CAD and PDF Files for Design of Walls

Task 2 - Geotech Report Soil Report of both project locations

Task 3 - Engineering Design Civil & Structural Design: Cover Page, Erosion Control Plan and Detail, Grading Plan with Cut & Fill Calculations. Structural Design to include cross section of proposed wall application, reinforcement zone, global stability and factors of safety

Task 4 - Flood Study No Rise Certification

Task 5 - Construction

Task 6 - Record Drawings

Construction of both site locations

- One (1) 22x34 bond copy of the record drawings
- One (1) 22x34 mylar copy of the record drawings
- One (1) PDF copy of each sheet of the record drawings
- One (1) DWG of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND [Knight Erosion
Control, Inc dba KEC Engineering & Construction] FOR THE
[Design + Build of Windsong Mountain Bike Trail-Streambank
Reinforcement at Bridge Crossing and Frontier Park Fishing Pond
Reinforcement-West Side of Pond] PROJECT ([PRJ#2327-PK])**

I. COMPENSATION SCHEDULE

| Task | Completion Schedule | Compensation Schedule |
|-------------------------------|---------------------|-----------------------|
| Notice-to-Proceed | TBD | |
| Task 1 - [Topo Survey] | June, 2024 | \$ 10,560.00 |
| Task 2 - [Geotech Report] | June, 2024 | \$ 8,400.00 |
| Task 3 - [Engineering Design] | July/August, 2024 | \$ 17,880.00 |
| Task 4 - [Flood Study] | July/August, 2024 | \$ 11,400.00 |
| Task 5 - [Construction] | December, 2024 | \$ 603,682.69 |
| Task 6 - Record Drawings | January, 2025 | \$ 0.00 |
| Total Compensation | | \$ 651,922.69 |

II. COMPENSATION SUMMARY

| Basic Services (Lump Sum) | Amount |
|-------------------------------|-------------------------|
| Task 1 - [Topo Survey] | \$ 10,560.00 |
| Task 2 - [Geotech Report] | \$ 8,400.00 |
| Task 3 - [Engineering Design] | \$ 17,880.00 |
| Task 4 - [Flood Study] | \$ 11,400.00 |
| Task 5 - [Construction] | \$ 603,682.69 |
| Task 6 - Record Drawings | \$ 0.00 |
| Total Basic Services: | \$ 651,922.69.00 |

| Special Services (Hourly Not-to-Exceed) | Amount |
|---|------------------|
| [After Hours Service] | \$ 252.00 |
| Total Special Services: | \$ 252.00 |

| Direct Expenses | Amount |
|-------------------------------|-------------|
| [None] | \$ 0 |
| Total Direct Expenses: | \$ 0 |

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 [Knight
Erosion Control, Inc dba KEC Engineering & Construction]
FOR THE [Design + Build of Windsong Mountain Bike Trail-
Streambank Reinforcement at Bridge Crossing and Frontier
Park Fishing Pond Reinforcement-West Side of Pond]
PROJECT (PRJ#2327-PK)

THE STATE OF TEXAS §
COUNTY OF Tarrant §

I, Russell Hergesell, 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: _____
- 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 10th day of April, 2024.

[Signature]
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Russell Hergesell 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 10th day of April, 2024.



[Signature]
Notary Public in and for the State of Texas

My Commission expires: 09-29-2026

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|--|--|-----------------|
| For vendor doing business with local governmental entity | | |
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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> | OFFICE USE ONLY <hr/> Date Received | |
| 1 Name of vendor who has a business relationship with local governmental entity. | | |
| 2 <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.) | | |
| 3 Name of local government officer about whom the information is being disclosed. | _____ Name of Officer | |
| 4 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>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> | |
| 5 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. | | |
| 6 <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). | | |
| 7 | _____ Signature of vendor doing business with the governmental entity | |
| | _____ Date | |

EXHIBIT F
DESIGN PROPOSAL

DESIGN PROPOSAL

Knight Erosion Control, Inc.
10751 Tube Drive
Hurst, TX, 76053
Office: 817/640-4442
www.kecinc.net
TBPE No. F-23137

Date: March 22, 2024
Proposal No. Design Only Proposal

HUB No. 1752354978400
Certified By: NCTRCA MBE/WBE/SBE
Certification No. WFWB69820N0323

Proposal Submitted To:

Town of Prosper
Attn: Kurt Beilharz- *Parks Department*
250 West First Street
Prosper, TX, 75078
972/743-9697
Email: KBeilharz@prospertx.gov

Work Performed At:

Site Locations: Windsong Mountain Bike & Frontier Park Fishing Pond
Project Location:
Windsong Mtn Bike-33°13'45"N 96°53'2"W
Frontier Park-33°15'35.53"N 96°48'31.83"W
Scope: Provide the Town of Prosper with Construction drawings for both, Windsong Mountain Bike Trail and Frontier Park Fishing Pond Embankment Reinforcement Designs.

Mr. Beilharz,
Knight Erosion Control, Inc. dba Knight Engineering & Construction, Inc. appreciates the opportunity to work with you and to provide a quotation for the following scope of work, complete and in place, for your consideration. This quote was prepared in accordance with the site visits on (5/10/23 & 11/16/23), and a site visit on (5/10/23), or made available to us and is subject to the Notes as well as our General Conditions.

Proposed:

We hereby propose to provide a Retaining Wall Design to *The Town of Prosper* for both Windsong Mountain Bike Trail-Bridge Retaining Wall, and Frontier Park Fishing Pond- West-side.

KEC Design- Lump Sum Rates

| | |
|---|---------------------|
| • Civil Design | \$ 8,100.00 |
| • Structural Design | \$ 7,500.00 |
| • Flood Study (<i>If Required</i>) | \$ 11,400.00 |
| • Erosion Control Plan, with Permits | \$ 2,280.00 |
| • Topo Survey and Construction Staking of Walls | \$ 10,560.00 |
| • Geotechnical Data Reports with borings | \$ 8,400.00 |
| TOTAL | \$ 48,240.00 |

KEC to Provide:

1. Civil Design of Rrap Wall to include.
 - a. Cover Page
 - b. Rrap Wall Grading Plan
 - c. Access & Staging area location

- d. Cut/Fill Calculations for the proposed wall.
- e. Erosion Control Plan
- f. Erosion Control Detail
- g. Flood Study (If Required)
 - i. KEC to provide an electronic (PDF) file of the flood study report along with the supporting exhibits and models (If Required).
2. Structural Design of the Rrap Wall to include.
 - a. Cross section Design
 - b. Factors of Safety
 - c. Global Stability
 - d. Plan & Profile Design
3. The proposal Unit Quantities for Contract Rates, per the City of Garland- 2021 Term Mitigation Contract

Specific Design Exclusions:

1. The proposal does not include the cost of construction.
2. The proposal does not include permits for wall construction. All necessary permits are to be provided by others before construction.
3. The proposal does not include any reproduction fees or review fees.
4. This proposal does not include any submittals to FEMA.

General Terms and Conditions:

1. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
 - a. If a project is planned for a future year, then add 7.5% increase to project total, per year to cover inflation escalators.
2. Our safety practices meet OSHA regulations recommended safety procedures.
3. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locations of utilities and/or conflicts shall be by others.
4. **Basis of Compensation-** Knight Engineering and Construction shall prepare invoices in accordance with its standard invoicing practices. Invoices shall be submitted on a monthly basis and are due and payable within 30 days of receipt. Professional Services shall be billed monthly and based upon a percent complete for lump sum tasks or the agreed upon rates for the Project.
5. **Standard of Care-** The standard of care for all professional engineering and related services performed or furnished by Knight Erosion Control, Inc dba Knight Engineering and Construction under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Knight Engineering and Construction makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Knight Engineering and Construction.
6. **Compliance with Laws and Regulations-** Both Client and Knight Erosion Control, Inc dba Knight Engineering and Construction shall comply with applicable Laws and Regulations. KEC shall comply with any and all policies, procedures, and instructions of Client that as applicable to Knight Engineering and Construction performance of services under this Agreement and that Client provides to Knight Engineering and Construction in writing, subject to the Standard of Care set forth in Section IX and to the extent compliance is not inconsistent with professional practice requirements.
7. **Certification, Guarantees, and Warranties-** Knight Engineering and Construction shall not be required to sign any document, no matter by whom requested, that would result in Knight Engineering and Construction having to certify, guarantee, or warrant the existence of conditions whose existence Knight Engineering and Construction cannot ascertain. Client agrees not to make resolution of any dispute with Knight Engineering and Construction or payment of any amount due to Knight Engineering and Construction in any way contingent upon Knight Engineering and Construction signing any such document.
8. **Termination of Agreement-** It is understood that this Agreement may be cancelled at any time by the Client or by Knight Engineering and Construction any payment shall be due based on the method of computation in Section IV (4) only on Work performed or expenses incurred to date of cancellation.
9. Proposal may be withdrawn by KEC, if not accepted within 90 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KNIGHT ENGINEERING AND CONSTRUCTION**.

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Db Knight Engineering and Construction

Per Russell Hergesell

Russell Hergesell- Vice President of Sales

TBPE No. F-23137

**EXHIBIT G
CONSTRUCTION PROPOSAL of WINDSONG MOUNTAIN BIKE TRAIL**

UNIT RATE PROPOSAL

KNIGHT EROSION CONTROL, INC.
 Dba Knight Engineering & Construction
 10751 Tube Drive
 Hurst, TX, 76053
 Office: 817/640-4442
www.kecinc.net

Date: March 21, 2024
 Proposal No. 2

HUB No. 1752354978400
 Certified By: NCTRCA MBE/WBE/SBE
 Certification No. WFWB69820N0323

Proposal Submitted To:

Work Performed At:

Town of Prosper
 Attn: Kurt Beilharz- Assistant Director of Parks Department
 250 West First Street
 Prosper, TX, 75078
 972/743-9697
 Email: KBeilharz@prospertx.gov

Site Location: Windsong Mountain Bike
 Prosper, Texas
Project Location: 33°13'45"N 96°53'2"W
 Doe Branch Creek Crossing
 Scope: Reinforce Doe Branch Creek on
 the North & Southside of creek with
 MSE Rrap Walls.
Proposal: Based off City of Garland Unit
 Rates for the 2021 Term Erosion Mitigation
 Contract.

Mr. Beilharz,
 Knight Erosion Control, Inc. dba Knight Engineering & Construction appreciates the opportunity to work with you and the Town of Prosper by providing you with a quotation for the following scopes of work, complete and in place, for your consideration. This quote was prepared in accordance with the information made available to KEC per the site visit on 9/29/2023. The quote is subject to the City of Garland's Unit Rates for the 2021 Term Erosion Mitigation Contract, and the Notes as well, in our General Terms and Conditions.

Proposed:

We hereby propose to furnish all the materials and perform the labor necessary for the completion of, as noted below.

Proposed Rrap Wall

- Install (2) 30LF MSE Rrap "Bag" Walls, along North & South-side of Doe creek embankments x 12 feet tall from creek bottom. The proposed wall includes a foundation of approximately 30-35% (3.5' to 4' deep) of the proposed height from creek bottom to high bank. The proposal is based on using a MSE style of wall, with geogrid, gravel, and drainage for the reinforcement zone of the walls. The proposal also includes clearing, excavation, water management, removing & re-setting bridge crossing, re-installing wood bollards at each end (4 on either side), and site restoration upon completion.

2021 Term Erosion Mitigation Contract Rates- City of Garland

| ITEM # | Unit Description | UOM | Unit Price | QTY | Unit Total |
|---------|--|-----|-------------|--------|--------------|
| 187.00 | Unclassified Channel Excavation | CY | \$ 50.00 | 584.00 | \$ 29,200.00 |
| 203.20 | 6" Topsoil Delivered, placed, & Installed | SY | \$ 20.00 | 80.00 | \$ 1,600.00 |
| 203.002 | Borrow, delivered to jobsite & installed | CY | \$ 75.00 | 584.00 | \$ 43,800.00 |
| 271.00 | Sodding, including fertilizer & sprinkler | SY | \$ 80.00 | 80.00 | \$ 6,400.00 |
| 657.11 | RRap Retaining Wall higher than 4' | SY | \$ 675.00 | 100.00 | \$ 74,250.00 |
| 798.00 | All Erosion Control Activities incl. devices | LS | \$ 4,000.00 | 1.00 | \$ 4,000.00 |
| 799.00 | Misc.- Removal & Reinstallation of bridge | LS | \$ 3,400.00 | 1.00 | \$ 3,400.00 |
| 101.00 | Clear, grub & dispose of all trees as noted | EA | \$ 500.00 | 10 | \$ 5,000.00 |

| | | | | | |
|--------------|--|----|--------------|------|----------------------|
| 103.00 | Clearing, grubbing & removal of all bushes | AC | \$ 38,000.00 | .32 | \$ 12,160.00 |
| 2100.0 | Mobilization | LS | \$ 3,750.00 | 1.00 | \$ 3,750.00 |
| TOTAL | | | | | \$ 183,560.00 |

Knight Erosion Control to Provide:

4. Locate Utilities (Does not include a SUE LEVEL testing)
5. Each Unit Price includes Payment & Performance Bonds.
6. The proposal includes site access, clearing, excavation, haul off, and water management.
7. Site Restoration
 - a. Disc. & Seed access path and staging area with grass seed (Millet, Fescue, or Rye).

Specific Exclusions:

5. The proposal does not include the design. Design Proposal was provided separately to the Town of Prosper.
6. The proposal does not include providing a Construction Sign/Capital Improvements Sign, per the request of the Town of Prosper,
7. The proposal does not include traffic control.
8. The proposal does not include installing fence or railing behind proposed wall. Does include providing temporary safety fencing around the staging area and work zone.

General Terms and Conditions:

10. This proposal is based on 20 working days per month.
11. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
12. Our safety practices meet OSHA regulations recommended safety procedures.
13. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
14. **Payment-** Payment terms as noted: mobilization, end of month draw based on % of unit rates completed, and balance upon completion.
15. **Warranty-** KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.
16. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above
17. Proposal may be withdrawn by KEC, if not accepted within 30 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **Knight Erosion Control, Inc.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per Russell Hergesell
Russell Hergesell- Vice President of Sales

**EXHIBIT G
CONSTRUCTION PROPOSAL of FRONTIER PARK-FISHING POND REINFORCEMENT**

UNIT PRICE PROPOSAL

KNIGHT EROSION CONTROL, INC.
 Dba Knight Engineering & Construction
 Drive
 Hurst, TX, 76053
 Office: 817/640-4442
www.kecinc.net

Date: March 21, 2024
 Proposal No. 2 10751 Tube

HUB No. 1752354978400
 Certified By: NCTRCA MBE/WBE/SBE
 Certification No. WFWB69820N0323

Proposal Submitted To:

Work Performed At:

Town of Prosper
 Beilharz- Assistant Director of Parks Department
 250 West First Street
 Prosper, TX, 75078
 972/743-9697
 Email: KBeilharz@prospertx.gov

Site Location: Frontier Park, Fishing Pond Attn: Kurt
Project Location: 33°15'35.53" N
 96°48'31.83" W
Scope: Reinforce West embankment of
 Fishing/Irrigation Pond, with Rrap
 Retaining Wall,
Proposal: Based off the 2021 Term Erosion
 Mitigation Contract with the City of Garland

Mr. Beilharz,
 Knight Erosion Control, Inc. dba Knight Engineering & Construction appreciates the opportunity to work with you and the Town of Prosper by providing you with a quotation for the following scopes of work, complete and in place, for your consideration. This quote was prepared in accordance with the information made available to KEC per the site visit on 9/29/2023. The quote is subject to the Notes as well in our General Terms and Conditions.

Proposed:

We hereby propose to furnish all the materials and perform the labor necessary for the completion of, as noted below.

Proposed Rrap Wall

- Installation of 1,280 LF of Rrap "Bag" Wall x 2-3 feet tall, along the west embankment of the fishing pond (See Kmsz for Detail). The proposed wall includes a foundation approximately 1' below the toe of pond embankment. The proposed wall will have a gravel pocket, and a continuous 4" corrugated pipe for drainage. The proposal also includes clearing, excavation, water management, and site restoration upon completion.

2021 Term Erosion Mitigation Contract Rates-City of Garland

| ITEM # | Unit Description | UOM | Unit Price | QTY | Unit Total |
|--------------|--|-----|-------------|--------|----------------------|
| 187.00 | Unclassified Channel Excavation | CY | \$ 50.00 | 214.00 | \$ 10,700.00 |
| 203.20 | 6" Topsoil Delivered, placed, & Installed | SY | \$ 20.00 | 711.11 | \$ 14,222.20 |
| 203.002 | Borrow, delivered to jobsite & installed | CY | \$ 75.00 | 106.67 | \$ 8,000.25 |
| 271.00 | Sodding, including fertilizer & sprinkler | SY | \$ 80.00 | 711.11 | \$ 56,888.80 |
| 657.11 | RRap Retaining Wall 4' high or less | SY | \$ 648.00 | 497.78 | \$ 322,561.44 |
| 797.00 | Capital Improvements Sign | EA | \$ 550.00 | 0.00 | \$ 0.00 |
| 798.00 | All Erosion Control Activities incl. devices | LS | \$ 4,000.00 | 1.00 | \$ 4,000.00 |
| 2100.0 | Mobilization | LS | \$ 3,750.00 | 1.00 | \$ 3,750.00 |
| TOTAL | | | | | \$ 420,122.69 |

Knight Erosion Control to Provide:

1. Locate Utilities (Does not include a SUE LEVEL testing)
2. Each Unit Price includes Payment & Performance Bonds
3. The proposal includes site access, clearing, excavation, haul off, water management, and site restoration.
4. Site Restoration
 - a. Disc & Seed access path and staging area with grass seed (Millet, Fescue, or Rye).

Specific Exclusions:

1. The Unit Pricing Proposal does not include the design. Design Proposal was provided separately to the Town of Prosper.
2. The proposal does not include providing a Construction Sign/Capital Improvements Sign, per the request of the Town of Prosper.
3. The proposal does not include traffic control.
4. The proposal does not include installing fence or railing behind proposed wall. Does include providing temporary safety fencing around the staging area and work zone.

General Terms and Conditions:

1. This proposal is based on 20 working days per month.
2. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
 - a. If project is planned for a future year, then add 7.5% increase to project total, per year.
3. Our safety practices meet OSHA regulations recommended safety procedures.
4. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
5. **Payment-** Payment terms as noted: 20% mobilization, end of month draw based on % of work completed, and balance upon completion.
6. **Warranty-** KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.
7. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above
8. Proposal may be withdrawn by KEC, if not accepted within 30 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **Knight Erosion Control, Inc.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per *Russell Hergesell*
Russell Hergesell- Vice President of Sales



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: First Amendment: Roadway Construction Reimbursement Agreement
MSW Prosper 380 II, LP (TIRZ No. 2)

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2).

Description of Agenda Item:

At the April 12, 2022, Town Council meeting, the Town Council approved a Roadway Construction Agreement with MSW Prosper 380 II, LP, for the construction of the following roadways (including underground utilities, median landscaping, and street lighting) within the boundaries of the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2):

- 4 lanes concrete pavement: Mahard Parkway from Toyota and Texas Health Resources, extending north to the intersection of Prairie Drive.
- 4 lanes concrete pavement: Prairie Drive from the intersection of Mahard Parkway, extending east to the intersection of Shawnee Trail.
- 4 lanes concrete pavement: Shawnee Trail from the intersection of Prairie Drive, extending north to the future intersection of Lovers Lane.
- 4 lanes concrete pavement: Prairie Drive East from the intersection of Shawnee Trail, extending east to the Dallas North Tollway.

Paragraph 1 of the original agreement states the following:

"1. **Construction of the Roadways by Developer.** Developer agrees to construct the Roadways, and the location and anticipated construction costs of the Roadways are described in Exhibit A, attached hereto and incorporated by reference. All roadway construction by Developer shall be subject to applicable state bidding laws and Town engineering, design, and construction standards. In the event the Roadways have not been accepted by the Town within two (2) years of the date of execution of this Agreement, then this Agreement shall be null and void and of no further force or effect."

With April 12, 2024, being the expiration of the agreement due to the roadways not yet being accepted, the purpose of the First Amendment to the Roadway Construction Reimbursement Agreement is to extend the expiration deadline for the completion and acceptance of the roadways. MSW Prosper 380 II, LP, has actively pursued completion of the roadways and the reason for not receiving acceptance before April 1, 2024, is due to a lengthy delay in receiving approval from Atmos Energy for the proposed landscaping in their easement along Mahard Parkway.

The First Amendment will replace the last sentence of Paragraph 1. of the original agreement with the following:

"In the event the Roadways have not been accepted by the Town on or before March 31, 2025, then this Agreement shall be null and void and of no further force or effect."

Budget Impact:

The estimated cost for the design and construction of the proposed roadways within TIRZ No. 2 is approximately \$14,399,970.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality.

Attachments:

1. First Amendment to Roadway Construction Reimbursement Agreement
2. Email Request

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2).

Proposed Motion:

I move to authorize the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2).

**FIRST AMENDMENT TO
ROADWAY CONSTRUCTION REIMBURSEMENT AGREEMENT**

This FIRST AMENDMENT TO ROADWAY CONSTRUCTION REIMBURSEMENT AGREEMENT (this “*Amendment*”), dated as of April __, 2024 (the “*Effective Date*”), is by and between the Town of Prosper, Texas (“*Prosper*”), and MSW Prosper 380 II, LP, a Texas limited partnership (“*Developer*”).

RECITALS:

A. Prosper and Developer are parties to that certain MSW Prosper 380 II, LP, Roadway Construction Reimbursement Agreement, dated effective as of April 1, 2022 (the “*Agreement*”). All initially capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

B. Prosper and Developer mutually desire to amend the Agreement as provided herein.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prosper and Developer hereby agree as follows:

1. **Construction of the Roadways by Developer.** The last sentence of Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“In the event the Roadways have not been accepted by the Town on or before March 31, 2025, then this Agreement shall be null and void and of no further force or effect.”

2. **Miscellaneous.**

(a) **No Other Amendments; This Amendment Governs and Controls.** Except as expressly modified by this Amendment, the Agreement shall remain unmodified and in full force and effect and is hereby ratified and affirmed. To the extent any of the provisions of this Amendment are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Amendment shall govern and control.

(b) **Successors and Assigns.** The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and permitted assigns.

(c) **Authority.** Each party hereto represents and warrants to the other that the individual executing this Amendment on behalf of such party has the capacity and authority to execute and deliver this Amendment on its behalf, and that this Amendment, once executed and delivered, is the legal, valid and binding obligation of such party.

(d) **Severability.** If any term, covenant, condition or provision of this Amendment, or the application thereof to any person, entity or circumstance, is held by a court of

competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of the terms, covenants, conditions or provisions of this Amendment, or the application thereof to any other person, entity or circumstance, will remain in full force and effect and will not be affected, impaired or invalidated thereby.

(e) Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Amendment by facsimile or as a PDF or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

DEVELOPER:

MSW PROSPER 380 II, LP,
a Texas limited partnership

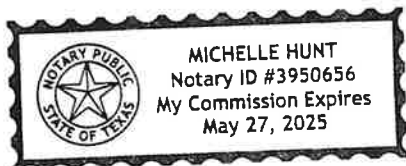
By: Kristian Teleki
Kristian Teleki, Senior Vice President

Date: March 29, 2024

STATE OF TEXAS)
)
COUNTY OF Denton)

Before me, the undersigned authority, on this day personally appeared Kristian T. Teleki, Senior Vice President of MSW Prosper 380 II, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 29TH day of Mar, 2024.



Michelle Hunt
Notary public in and for the State of Texas

My commission expires: 5/27/25

PROSPER:

THE TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares, Town Manager

Date: _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2024, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary public in and for the State of Texas

My commission expires: _____

From: [Hulon Webb](#)
To: [Chuck Ewings](#)
Subject: Fwd: [*EXTERNAL*] - Amendment for Prairie/Mahard Reimbursement Agreement (TIRZ 2)
Date: Friday, April 12, 2024 11:54:16 AM
Attachments: [First Amendment to Roadway Construction Reimbursement Agreement - MSW Prosper 380 II, LP\(493525.1\).docx](#)
[511 MSW Prosper 380 - Roadway Construction Reimbursement Agreement - TIRZ No. 2 04.12.22.pdf](#)

The email requested below.

Let me know if you need anything else.

Thanks,
Hulon

Sent from my iPhone

Begin forwarded message:

From: dbennion@fifthrealestate.com
Date: March 27, 2024 at 2:09:54 PM EDT
To: Hulon Webb <HWebb@prospertx.gov>
Cc: Cara Martin <cmartin@matthewssouthwest.com>, Judge Platt <jplatt@plattrichmond.com>, Kristian Teleki <kteleki@matthewssouthwest.com>, Joe Drysdale <jdrysdale@fifthpartners.com>
Subject: [*EXTERNAL*] - Amendment for Prairie/Mahard Reimbursement Agreement (TIRZ 2)

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Hulon,

We just caught that our Reimbursement Agreement under TIRZ 2 for Prairie and Mahard references a required acceptance date of April 1, 2024 (last sentence of Section 1). We went ahead and prepared an amendment to update that language- please see the Word doc attached. Can you please confirm this looks good, or let me know if you have any questions or comments? And can you also let me know the process to get the amendment executed- would this be an administrative update that you are able to sign, or does it need to go through town council, etc? I have also attached the original agreement for reference.

Thank you,

Dave

--

David Bennion

[REDACTED]

From: Judge Platt <jplatt@plattrichmond.com>
Sent: Wednesday, March 27, 2024 12:44 PM
To: dbennion@fifthrealestate.com; 'Kristian Teleki' <kteleki@matthewssouthwest.com>; 'Cara Martin' <cmartin@matthewssouthwest.com>
Cc: Frank Hill <fhill@plattrichmond.com>
Subject: RE: [External] MSW - Prosper Sale

Dave:

Please see attached for your review.

Judge



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Development Agreement for Wandering Creek

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Hunt Wandering Creek Land, LLC, and the Town of Prosper relative to Wandering Creek.

Description of Agenda Item:

Town Council approved Planned Development-90 (Brookhollow North) on July 10, 2018. The original ordinance was approved prior to the passing of the state law that prohibits municipalities from regulating building materials; therefore, no development agreement was necessary at the time. Recently, the developer of Wandering Creek, a subdivision within Brookhollow North, expressed a desire to alter the roofing requirements and clarify some regulations listed in the Planned Development.

A development agreement has been prepared accordingly to reiterate required building materials, alter the roofing requirements, and provide interpretations of some regulations within the Planned Development. One hundred percent (100%) masonry will be required on street-facing elevations and eighty percent (80%) masonry will be required on remaining elevations. Per the agreement, masonry is defined as brick, cast stone, cementitious siding, stone, and stucco. These are the same material standards contained in “Exhibit F” and “Exhibit G” of the Planned Development. The minimum slope for main residential buildings will be changed from 12:12 (street-facing) and 8:12 (non-street-facing) to 6:12 for all roof lines. Additionally, accessory structures will have a minimum slope of 1.5:12. Lastly, the interpretations of a uniform mailbox style, appropriate fencing material for residential streets versus collector streets, screening material consistent with residence material, and appropriate building materials for driveways are clarified by the agreement.

Budget Impact:

There is no budgetary impact affiliated with this item.

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. Development Agreement
2. Planned Development-90 Architectural Standards

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Hunt Wandering Creek Land, LLC, and the Town of Prosper relative to Wandering Creek.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between Hunt Wandering Creek Land, LLC, and the Town of Prosper relative to Wandering Creek.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”) and Hunt Wandering Creek Land, LLC, a Delaware limited liability company (“Owner”) (individually, a “Party” and collectively, the “Parties”) to be effective on the latest date executed by a Party (the “Effective Date”).

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner owns certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the “Property”); and

WHEREAS, Owner is planning to develop one or more projects on the Property, more commonly known as the Wandering Creek development, a portion of the larger development known as Brookhollow North, which development has previously been approved by the Town; and

WHEREAS, the Property was rezoned by the Town Council as a part of PD-90 pursuant to Ordinance No. 18-54 approved by the Town Council on July 10, 2018 (as amended, the “PD Ordinance”); and

WHEREAS, recent changes in applicable law enumerated in Chapter 3000 of the Texas Government Code (“Chapter 3000”) call into question the applicability of certain provisions of the PD Ordinance with respect to building materials and aesthetic methods; and

WHEREAS, the Parties desire to clarify the applicability of certain terms of the PD Ordinance in order for there to be assurance in the development requirements for the Property, incorporate agreed upon development standards for building materials and aesthetic methods for residential development of the Property, and recognize Owner’s reasonable investment-backed expectations in the development of the Property, as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Development Standards.

- A. Notwithstanding Chapter 3000, the Parties may agree to building materials requirements for the Property pursuant to this Agreement. Therefore, the Parties agree that any residential structure built on the Property following the Effective Date will comply with the requirements contained in **Exhibit B**, “Building Materials,”

attached hereto and incorporated herein, notwithstanding any conflicting provision of Chapter 3000. The Parties agree and acknowledge that the provisions of this Paragraph 1.A. shall apply to any residential structure constructed subsequent to the Effective Date. The requirements in **Exhibit B** are the only building materials and aesthetic methods required by the Town for development of the Property.

- B. There are certain provisions of the PD Ordinance that the Town has agreed to clarify the intent or interpretation of as part of this Agreement. Further, the Town hereby approves certain materials for driveways pursuant to the PD Ordinance. These interpretations and approvals of certain materials are detailed on **Exhibit C** attached hereto and incorporated herein for all purposes.
- C. The Town agrees and confirms that the Property is not a place or area designated by the Town for its historical, cultural, or architectural importance and significance as set forth in Section 3000.002(d) of the Texas Government Code.
- D. The Town confirms that Chapter 4, Section 9.8 (Exterior construction of residential buildings) and Chapter 4, Section 9.14 (Alternating single family plan elevations) of the Zoning Ordinance of the Town of Prosper, as amended, does not apply to development of the Property pursuant to Chapter 3000.
- E. The Town confirms that the following provisions contained in Exhibit F of the PD Ordinance are not applicable to development of the Property pursuant to Chapter 3000: PD Ordinance, Exhibit F, Section 1, Section 2.1, Section 2.2, Section 2.3, Section 2.5, Section 2.9, Section 2.10, Section 2.11(1), Section 3.1, Section 3.2, and Section 3.3.

2. Weed-Free Landscape Areas. Owner agrees to maintain, or establish a homeowners association to maintain, all common areas of the Property, excluding floodplain areas, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Failure to comply with the terms of this Paragraph relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter may result in the Town taking action pursuant to and in accordance with the Town's Code of Ordinances and applicable law.

3. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owner and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

4. **Applicability of Town Ordinances.** The Property shall otherwise be developed in accordance with all applicable Town ordinances and building/construction codes.

5. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

6. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

7. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice"), shall be given in writing and may be served (i) by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; (ii) by electronic mail; (iii) by delivering the same in person to such party via hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as FedEx that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (ii), (iii), and (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in accordance with (i) herewith shall be effective within three (3) business days of deposit. For purposes of this Agreement, "business days" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" under this Agreement shall mean calendar days.

For purposes of notification, the addresses of the Parties shall be as follows:

If to the Town: The Town of Prosper
 250 W. First Street
 P.O. Box 307
 Prosper, Texas 75078
 Attention: Town Manager

If to Owner: Hunt Wandering Creek Land, LLC

c/o Hunt Capital Management, LLC
 1330 Avenue of the Americas
 28th Floor New York, NY 10019
 Attn: Alan West
 Email: Alan.West1@huntcompanies.com

with copy to: Toll Southwest LLC
 c/o Toll Brothers
 2555 SW Grapevine Parkway, Suite 100
 Grapevine, TX 76051
 Attn: Mike Boswell, Vice President, Land Development
 E-mail: mboswell@tollbrothers.com

Any party may change its address by written notice in accordance with this section.

8. Prevailing Party. In the event any person 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).

9. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

10. Savings/Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

11. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

12. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual(s) executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

13. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

14. Mediation. The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Either Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Party (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then either Party may (but shall not be obligated to) commence an action in accordance with the requirements of Section 6 herein.

15. Assignment. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) a homeowners association or property owners association for all or a portion of the Property; or (iii) any entity that is controlled by or under common control with Owner (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property (or portion thereof) that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all such assignments, including a copy of each executed assignment and the Assignee's Notice information.

16. Sovereign Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the Town irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the Town may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this

Agreement. Except as provided herein, the Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

17. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

18. Estoppel. Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), and/or any other improvements or obligations set forth in this Agreement.

19. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

21. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

22. Amendment. This Agreement shall not be modified or amended except in writing signed by all Parties.

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizaares

Title: Town Manager, Town of Prosper

Date: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2024, by Mario Canizaares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER:

HUNT WANDERING CREEK LAND, LLC,
a Delaware limited liability company

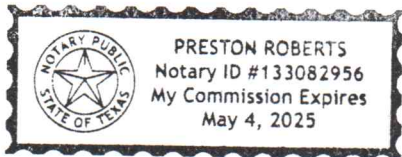
By: Hunt Capital Management, LLC,
a Delaware limited liability company,
its Member

By: *[Signature]*
Name: Alan West
Title: Managing Director
Date: 4/9/24

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April 2024, 2024 by Alan West, the Managing Director of Hunt Capital Management, LLC, a Delaware limited liability company, the Member of Hunt Wandering Creek Land, LLC, a Delaware limited liability company, on behalf of said entities.

Given under my hand and seal of office this 9 day of April, 2024.



[Signature]

Notary public in and for the State of Texas
My commission expires: May 4, 2025

EXHIBIT A

Property Description

Being a tract of land situated in the Jeremiah Horn Survey, Abstract No. 411 and the Larkin McCarty Survey, Abstract No. 600, in Colin County, Texas, being part of a called 67.728 acre tract of land described in a deed to 67 Prosper, L.P., recorded in Instrument No. 20060921001363990, in the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), part of a called 55.855 acre tract of land described in a deed to 55 Prosper, L.P., recorded in Instrument No. 20080605000680470, O.P.R.C.C.T., and part of a called 73.060 acre tract of land described in a deed to 73 Prosper, L.P., recorded in Volume 6025, Page 1725, in the Deed Records of Collin County, Texas (D.R.C.C.T.), being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found at the northeast corner of said 55.855 acre tract and the southeast corner of a tract of land described in deed to Sumeer Homes, Inc., recorded in Instrument No. 20210323000571600, O.P.R.C.C.T., being in the west line of a tract of land described as Tract 1, in a deed to 310 Prosper, L.P., recorded in Volume 5823, Page 3462, D.R.C.C.T.;

THENCE South 00 degrees 07 minutes 56 seconds West, with the east line of said 55.855 acre tract and the west line of said Tract 1, a distance of 654.70 feet to the approximate center of Rutherford Branch Creek;

THENCE with the approximate center of said Rutherford Branch Creek, the following (45) courses and distances:

- (1) South 66 degrees 47 minutes 13 seconds West, a distance of 26.27 feet;
- (2) North 62 degrees 15 minutes 54 seconds West, a distance of 26.43 feet;
- (3) South 29 degrees 52 minutes 52 seconds West, a distance of 29.95 feet;
- (4) South 53 degrees 02 minutes 38 seconds West, a distance of 33.82 feet;
- (5) South 87 degrees 22 minutes 18 seconds West, a distance of 43.05 feet;
- (6) South 78 degrees 26 minutes 33 seconds West, a distance of 28.31 feet;
- (7) South 44 degrees 51 minutes 06 seconds West, a distance of 63.91 feet;
- (8) South 77 degrees 16 minutes 02 seconds West, a distance of 82.24 feet;
- (9) North 80 degrees 40 minutes 57 seconds West, a distance of 27.16 feet;
- (10) South 58 degrees 11 minutes 59 seconds West, a distance of 31.51 feet;
- (11) South 19 degrees 54 minutes 22 seconds West, a distance of 31.91 feet;
- (12) South 00 degrees 08 minutes 59 seconds West, a distance of 24.02 feet;
- (13) South 05 degrees 21 minutes 57 seconds West, a distance of 21.59 feet;
- (14) South 22 degrees 03 minutes 48 seconds East, a distance of 21.98 feet;
- (15) South 41 degrees 09 minutes 54 seconds West, a distance of 84.32 feet;
- (16) South 69 degrees 42 minutes 52 seconds West, a distance of 139.88 feet;
- (17) North 80 degrees 36 minutes 34 seconds West, a distance of 60.66 feet;
- (18) North 03 degrees 17 minutes 10 seconds West, a distance of 103.20 feet;
- (19) North 58 degrees 01 minute 07 seconds West, a distance of 51.44 feet;
- (20) South 71 degrees 09 minutes 08 seconds West, a distance of 75.19 feet;
- (21) North 77 degrees 42 minutes 22 seconds West, a distance of 54.20 feet;
- (22) South 71 degrees 08 minutes 20 seconds West, a distance of 92.62 feet;
- (23) South 72 degrees 45 minutes 49 seconds West, a distance of 67.95 feet;
- (24) North 85 degrees 24 minutes 36 seconds West, a distance of 90.84 feet;
- (25) South 78 degrees 49 minutes 20 seconds West, a distance of 96.95 feet;
- (26) North 84 degrees 43 minutes 04 seconds West, a distance of 32.95 feet;

- (27) South 62 degrees 00 minutes 02 seconds West, a distance of 54.72 feet;
- (28) North 80 degrees 34 minutes 18 seconds West, a distance of 53.18 feet;
- (29) North 68 degrees 43 minutes 19 seconds West, a distance of 28.74 feet;
- (30) South 50 degrees 54 minutes 45 seconds West, a distance of 107.35 feet;

THENCE North 76 degrees 09 minutes 55 seconds West, departing the approximate center of said RutheIford Branch Creek, a distance of 437 .24 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE North 37 degrees 34 minutes 28 seconds West, a distance of 237.71 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE North 72 degrees 27 minutes 59 seconds West, a distance of 324.63 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE North 40 degrees 35 minutes 58 seconds West, a distance of 47.88 feet to a 1/2-inch iron rod with cap stamped "RPLS 1674" found at the southernmost southeast corner of Block A, Lot 1, of the Conveyance Plat of Prosper High School No. 3, an addition to the Town of Prosper, Collin County, Texas, recorded in Volume 2021, Page 108, of the Map Records of Collin County, Texas and the southwest corner of said 73.060 acre tract and the southwest corner of said 73.060 acre tract, being in the north line of said 67. 728 acre tract; North 00 degrees 11 minutes 56 seconds West, with the west line of said 73.060 acre tract and the east line of said Lot 1, a distance of 603.22 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE North 54 degrees 41 minutes 36 seconds East, departing the west line of said 73.060 acre tract and with a southeasterly line of said Lot 1, a distance of 115.17 feet to a 5/8-inch iron rod with cap stamped "TNP" found;

THENCE North 68 degrees 41 minutes 36 seconds East, continuing with a southeasterly line of said Lot 1, a distance of 153.34 feet to a 5/8-inch iron rod with cap stamped "TNP" found at the southwest corner of a called 0.590 acre Right-of-Way Dedication to the Town of Prosper, Texas, as recorded in Instrument No. 20210805001577430, O.R.R.C.C.T.;

THENCE North 89 degrees 49 minutes 28 seconds East, departing the southeasterly line of said Lot 1, with the south line of said Right-of-Way Dedication, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "TNP" found at the southeast corner of said Right-of-Way Dedication;

THENCE North 00 degrees 10 minutes 32 seconds West, with the east line of said Right-of-Way Dedication, a distance of 851.53 feet to a 5/8-inch iron rod with cap stamped "TNP" found at the northeast corner of said Right-of-Way Dedication;

THENCE South 89 degrees 49 minutes 28 seconds West, with the north line of said Right-of-Way Dedication, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "TNP" found at the easternmost northeast corner of said Lot 1; North 00 degrees 10 minutes 32 seconds West, with the east line of said Lot 1, a distance of 35.29 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set on a curve to the left having a radius of 1,145.00 feet and a central angle of 53 degrees 12 minutes 03 seconds;

THENCE with said curve to the left, at an arc distance of 393.73 feet passing the southwest corner a tract of land described in deed to Collin County Lighthouse Christian Fellowship, Inc., recorded in Instrument No. 20200819001365880, O.P.R.C.C.T., continuing with the southeasterly line of said Collin County Lighthouse Christian Fellowship, Inc. tract, and with said curve to the left a total arc distance of 1,063 .17

feet (Chord Bearing North 63 degrees 09 minutes 45 seconds East - 1,025.38 feet) to a 5/8-inch iron rod found at the point of tangency;

THENCE North 36 degrees 33 minutes 44 seconds East, continuing with the southeasterly line of said Collin County Lighthouse Christian Fellowship, Inc. tract, a distance of 100.34 feet to a 5/8-inch iron rod found at the point of curvature of a curve to the right, having a radius of 1,055.00 feet and a central angle of 07 degrees 09 minutes 13 seconds;

THENCE continuing with the southeasterly line of said Collin County Lighthouse Christian Fellowship, Inc. tract, and with said curve to the right, an arc distance of 131.72 feet (Chord Bearing North 40 degrees 08 minutes 20 seconds East- 131.63 feet) to a 1/2-inch iron rod found at the southeast corner of said Collin County Lighthouse Christian Fellowship, Inc. tract, being in the west line of a tract of land described in deed to Sumeer Homes, Inc., recorded in Instrument No. 20210323000571600, O.P.R.C.C.T.; South 00 degrees 02 minutes 37 seconds East, with the east line of said 73.060 acre tract and the west line of said Sumeer Homes, Inc. tract, a distance of 628.71 feet to a 5/8-inch iron rod found;

THENCE South 00 degrees 11 minutes 42 seconds West, continuing with the east line of said 73.060 acre tract and the west line of said Sumeer Homes, Inc. tract, a distance of 889.76 feet (unable to set - falls in fence post);

THENCE South 00 degrees 40 minutes 20 seconds West, continuing with the east line of said 73.060 acre tract and the west line of said Sumeer Homes, Inc. tract, a distance of 176.12 feet to a 5/8-inch iron rod found at the southwest corner of said Sumeer Homes, Inc. tract and the northernmost northwest corner of said 55.855 acre tract, being North 00 degrees 42 minutes 18 seconds East, a distance of 548.04 feet from a 5/8-inch iron rod found at the southeast corner of said 73.060 acre tract; North 89 degrees 36 minutes 16 seconds East, departing the east line of said 73.060 acre tract, with a north line of said 55.855 acre tract and the south line of said Sumeer Home, Inc. tract, a distance of 940.68 to the POINT OF BEGINNING and containing 73.9216 acres of land.

EXHIBIT B**Building Materials**

Single-Family Residential Structures

A. EXTERIOR MATERIALS AND DETAILING:

- i. Exterior materials shall be 100% masonry (brick, cast stone, stone, stucco and cementitious siding) on all walls visible from any street, and 80% masonry on each (not cumulative) remaining side and rear elevations. No Exterior Insulation and Finish Systems (E.I.F.S.) are permitted on any exterior elevation or chimney.
- ii. The entire structure shall be guttered with downspouts. All gutter and downspouts on the front of the house and any side that faces a street or common area shall be pre-finished, seamless aluminum material. Gutters shall not drain across property lines.
- iii. All windows visible from streets shall be (i) painted, (ii) vinyl, or (iii) vinyl clad finished wood. All windows facing any greenbelt area or floodplain shall be (i) vinyl, (ii) vinyl on wood; or (iii) wide metal frame windows.
- iv. Stone may be natural or engineered chopped, rectangular, saw cut, random sized stone, or a combination of these.

B. ROOFING:

- i. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures and architectural features shall have a minimum slope of 1.5:12. Satellite Dishes shall not be installed in locations visible from the street, common areas or other residences.
- ii. Roof material shall be standing seam copper, standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials.

EXHIBIT C**Town Interpretations and Approvals Related to PD Ordinance**

| PD Ordinance, Exhibit F Section number | PD Ordinance Requirement | Town Interpretation or Approval |
|---|---|--|
| PD Ordinance, Exhibit F, Section 2.8 | A uniform mailbox style will be selected by the developer. | The Parties agree that the PD Ordinance requirement is still enforceable under Chapter 3000, but would like to further clarify this requirement. By way of clarification of this requirement, the Town confirms that cluster mailboxes are considered a type of mailbox style and are allowed under this PD Ordinance provision so long as all mailboxes within a phase of development are uniform. All mailboxes will be installed as approved by the United States Postal Service. |
| PD Ordinance, Exhibit F, Section 4.1 | Walls and screens visible from streets or common areas shall be constructed of masonry matching that of the residence, masonry and wrought iron, or wrought iron. Walls and screens not visible from streets or common areas may be constructed of smooth finish redwood or #1 grade cedar. All fence posts shall be steel set in concrete and shall not be visible from the alley or another dwelling. All fence tops shall be level with grade changes stepped up or down as the grade changes. | By way of clarification of this requirement, the Town confirms that the requirement for walls and screens visible from streets or common areas to be constructed of (i) masonry matching that of the residence; (ii) masonry and wrought iron; or (iii) wrought iron is intended to only apply to perimeter walls and screens on collector streets. Fences visible from residential streets (rather than collector streets) are not subject to the aforementioned requirement and may be constructed of smooth finish, pre-stained redwood or cedar. Grade changes for fences may be accomplished with steps up or down. |
| PD Ordinance, | Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually | The Town confirms that the requirement to screen with solid screening walls that match the residence material means material that is consistent with the |

| | | |
|------------------------------------|---|--|
| Exhibit F, Section 4.3 | screened from streets, alleys, common areas and neighboring lots by solid screening walls that match the residence material. | residence material and does not have to be an identical material. |
| PD Ordinance, Exhibit F, Section 5 | All driveways fronting on a street shall be constructed of one or more of the following materials: brick pavers, stone, interlocking pavers, or exposed aggregate; with brick or stone borders <u>or other approved materials</u> . The Developer may consider front driveways of stamped or broom finished concrete with brick or stone borders on a case-by-case basis. All front entry surfaces must be constructed in brick, stone, slate, or flagstone. All sidewalks and steps from the public sidewalk or front driveway to the front entry must be constructed in brick, stone, slate, flagstone <u>or other approved materials</u> . | The Town hereby approves that (i) driveways may be constructed of broom, pattered or exposed aggregate concrete (as an approved material/option in addition to the other material options listed in the PD Ordinance); and (ii) sidewalks and steps from the public sidewalk or front driveway to the front entry may be constructed of wide broom finished concrete (as an approved material/option in addition to the other material options listed in the PD Ordinance). The sidewalks and steps from the public sidewalk or front driveway are interpreted to include the curb approach. |

EXHIBIT “F”

SINGLE-FAMILY RESIDENTIAL STYLE ‘A’ DESIGN GUIDELINES

1. ARCHITECTURE:

All residences must conform to the French Country or European style and character. The Developer encourages architectural continuity through traditional architectural style and the use of complementary materials, as well as architectural diversity through variation of hip and gable roofs, roof pitch, building offsets, garage entrances, garage sizes, etc. While each home should compliment adjacent structures, every home should have a unique identity through the use of detailing such as cast stone, wrought iron, window treatments, dormers, turrets, flat work, tree placement, brick details, natural stone, combining brick and natural stone, gas lights, landscape illumination, etc. The Developer encourages the use of wood timbers, finials, decorative cornices, copper vents, cast stone decorative features, paint grip sheet metal, copper guttering and European architectural details that individualize each residence.

2. EXTERIOR MATERIALS & DETAILING:

- 2.1. Exterior materials shall be 100% masonry (brick, cast stone and stone) on all walls visible from any street, and 80% masonry on each (not cumulative) remaining side and rear elevations. All exposed portions of the fire breast, flu and chimney shall be clad in brick, stone or brick and stone, matching the materials used on the residence. All window headers, sides and sills, which are exposed to the street or common areas, shall be constructed of cast stone, natural stone, decorative shaped brick or a combination thereof. All windows will have a least 6” of exterior material between the header and fascia board. No Exterior Insulation and Finish Systems (E.I.F.S.) are permitted on any exterior elevation or chimney.
- 2.2. The entire structure shall be guttered with downspouts. All gutter and downspouts on the front of the house and any side that faces a street or common area shall be molded form of smooth round material. Gutters shall not drain across property lines.
- 2.3. All windows visible from streets shall be painted or vinyl clad finished wood or vinyl casement divided light windows. All windows facing any greenbelt area or floodplain shall be vinyl on wood casement divided light or wide metal frame windows with brick mould surrounds. Metal windows without brick mould are allowed only in private enclosed yard areas.
- 2.4. For homes following the Type ‘D’ guidelines described in Section 1.7 of this document, no window shall be allowed on the zero side of a dwelling other than those windows that would view to a courtyard enclosed by a masonry wall. The height of such courtyard windows shall not be higher than the masonry wall. Glass block windows shall be allowed and shall not be bound by this restriction

- 2.5. Second story side windows shall be located so as to restrict views into adjacent windows, patios, and/or courtyards as reasonably possible. The Developer will review for approval the location of all second-floor windows and shall make a reasonable effort to maintain the privacy of the surrounding property owners.
- 2.6. Each structure shall have a minimum principal plate height of 10 feet on the first floor and a minimum plate height of 9 feet on garages.
- 2.7. A uniform house number style and house number locations will be selected by the developer.
- 2.8. A uniform mailbox style will be selected by the developer.
- 2.9. Stone shall be either Granberry, Millsap, Leuters, Limestone or a combination of these. Stone shall be in chopped rectangular shapes and random sizes.
- 2.10. Cast Stone shall be light brown, white or cream in color with or without pitting.
- 2.11. Electrical meters visible from streets:
 - 1. The supply conduit for electrical meters visible from streets or common areas shall enter the foundation beneath the final yard grade so that the electrical meter is recessed in the wall and the meter box front and the meter are the only items visible.
 - 2. Any meter visible from the street or common area must be screened by solid fencing or landscape material.

3. ROOFING:

- 3.1. All roofs shall have a minimum slope of 12:12 roof pitch on any front and side visible from a street or a common area and a minimum slope of 8:12 roof pitch for rear and sides not visible from a street or a common area. Architectural designs that warrant roof sections of less pitch will be given consideration by the Developer. Satellite Dishes shall not be installed in locations visible from the street, common areas or other residences. Solar Collectors, if used, must be integrated into the building design and constructed of materials that minimize their visual impact. Cornice, eave and architectural details may project up to two feet six inches.
- 3.2. Roof material shall be standing seam copper, approved standing seam metal, natural slate shingles, approved imitation slate shingles or approved composition 30-year laminated shingles or other approved roof materials.
- 3.3. Roof form shall be limited to gables, hip, Dutch hip or Dutch gable. Roof forms should be randomly distributed along each street. Front to rear and side-to-side roof pitches must match on front elevations. The Developer will require variation of roof pitch, dormer details, etc. for adjacent structures.

4. WALLS / FENCING / SCREENING:

- 4.1. Walls and screens visible from streets or common areas shall be constructed of masonry matching that of the residence, masonry and wrought iron, or wrought iron. Walls and screens not visible from streets or common areas may be constructed of smooth finish redwood or #1 grade cedar. All fence posts shall be steel set in concrete and shall not be visible from the alley or another dwelling. All fence tops shall be level with grade changes stepped up or down as the grade changes.
- 4.2. A common 4' wrought iron fence detail, to be used for all rear and side fencing within the greenbelt / flood plain areas, will be chosen by the developer.
- 4.3. Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually screened from streets, alleys, common areas and neighboring lots by solid screening walls that match the residence material.
- 4.4. Retaining walls built or abutting: front yards, side yards facing a greenbelt, or rear yards within a greenbelt shall be constructed of mortar-jointed brick matching the residence, or mortar-jointed Millsap stone. For retaining walls in other locations, concrete and rock shall be allowed.

5. GARAGES / DRIVEWAYS / WALKWAYS:

All driveways fronting on a street shall be constructed of one or more of the following materials: brick pavers, stone, interlocking pavers, or exposed aggregate; with brick or stone borders or other approved materials. The Developer may consider front driveways of stamped or broom finished concrete with brick or stone borders on a case-by-case basis. All front entry surfaces must be constructed in brick, stone, slate, or flagstone. All sidewalks and steps from the public sidewalk or front driveway to the front entry must be constructed in brick, stone, slate, flagstone or other approved materials.

6. EXTERIOR LIGHTING:

Each required tree shall be down lighted with a minimum of two landscape illumination fixtures connected to an electric eye photocell. In addition, all garage doors must have one exterior light per parking space. All front entrances must have no less than one down light and a minimum of one bracket light beside each front entrance. All entrance down lights and all entrance bracket lights shall be controlled by electric eye photocells, and kept in working order at all times. All required tree lights, garage door lights, entrance down lights and entrance bracket lights shall illuminate at dusk and shall remain illuminated until sunrise.

7. TREES:

Landscape requirements shall include a minimum of two 4" caliper live oaks or red oaks in the front yard. Any lot with more than 70 feet of frontage to adjacent streets and park will require no less than one 5" caliper live oak or red oak tree for every 35' of street and park frontage (or portion thereof) on each lot. For example, 80 feet of frontage would require 3 trees.

EXHIBIT "G"

SINGLE-FAMILY RESIDENTIAL STYLE 'B' DESIGN GUIDELINES

1. **ARCHITECTURE:**

The Developer encourages architectural continuity through traditional architectural style and the use of complementary materials, as well as architectural diversity through variation of hip and gable roofs, roof pitch, building offsets, garage entrances, garage sizes, etc. While each home should compliment adjacent structures, every home should have a unique identity through the use of detailing such as cast stone, wrought iron, window treatments, dormers, turrets, flat work, tree placement, brick details, natural stone, combining brick and natural stone, gas lights, landscape illumination, etc.

2. **EXTERIOR MATERIALS & DETAILING:**

2.1. Exterior materials shall be 100% masonry (brick, cast stone and stone) on all walls facing any street, and 80% masonry on each (not cumulative) remaining side and rear elevations. All exposed portions of the fire breast, flu and chimney shall be clad in brick, stone, brick and stone or stucco. No Exterior Insulation and Finish Systems (E.I.F.S.) are permitted on any exterior elevation or chimney.

2.2. The entire structure shall be guttered with downspouts. Gutters shall not drain across property lines.

2.3. All windows visible from streets shall be painted or vinyl clad finished wood, vinyl casement divided light windows, or approved metal windows. All windows facing any greenbelt area or floodplain shall be vinyl on wood casement divided light or wide metal frame windows.

2.4. For homes following the Type 'D' guidelines described in Section 1.7 of this document, no window shall be allowed on the zero side of a dwelling other than those windows that would view to a courtyard enclosed by a masonry wall. The height of such courtyard windows shall not be higher than the masonry wall. Glass block windows shall be allowed and shall not be bound by this restriction

2.5. Second story side windows shall be located so as to restrict views into adjacent windows, patios, and/or courtyards as reasonably possible. The Developer will review for approval the location of all second floor windows and shall make a reasonable effort to maintain the privacy of the surrounding property owners.

2.6. Each structure shall have a minimum principal plate height of 10 feet on the first floor and a minimum plate height of 9 feet on garages.

2.7. A uniform house number style and house number locations will be selected by the developer.

2.8. A uniform mailbox style will be selected by the developer.

- 2.9. Stone shall be either Granberry, Millsap, Leuters, Limestone, a combination of these or as approved by the developer.
- 2.10. Cast Stone shall be light brown, white or cream in color with or without pitting.
- 2.11. Electrical meters visible from streets:
 1. Any meter visible from the street or common area must be screened by solid fencing or landscape material.

3. ROOFING:

- 3.1. All roofs shall have a minimum slope of 10:12 roof pitch on any side visible from a street or a common area and a minimum slope of 8:12 roof pitch for rear and sides not visible from a street or a common area. Architectural designs that warrant roof sections of less pitch will be given consideration by the Developer. Satellite Dishes shall not be installed in locations visible from the street, common areas or other residences. Solar Collectors, if used, must be integrated into the building design and constructed of materials that minimize their visual impact. Cornice, eave and architectural details may project up to two feet six inches.
- 3.2. Roof material shall be standing seam copper, approved standing seam metal, natural slate shingles, approved imitation slate shingles or approved composition 30-year laminated shingles or other approved roof materials.
- 3.3. Roof form shall be limited to gables, hip, Dutch hip or Dutch gable. Roof forms should be randomly distributed along each street. The Developer will require variation of roof pitch, dormer details, etc. for adjacent structures.

4. WALLS / FENCING / SCREENING:

- 4.1. Front walls and screens visible from streets shall be constructed of masonry matching that of the residence, masonry and wrought iron, or wrought iron. Side and rear fences shall be constructed of smooth finish redwood, #1 grade cedar or other approved materials. All fence posts shall be steel set in concrete and shall not be visible from the alley or another dwelling. All fence tops shall be level with grade changes stepped up or down as the grade changes.
- 4.2. A common 4' wrought iron fence detail, to be used as required, will be chosen by the developer.
- 4.3. Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually screened from streets, alleys, common areas and neighboring lots.

- 4.4. Retaining walls built or abutting: front yards, side yards facing a greenbelt, or rear yards within a greenbelt shall be constructed of mortar-jointed brick matching the residence, or mortar-jointed Millsap stone. For retaining walls in other locations, concrete and rock shall be allowed.

5. GARAGES / DRIVEWAYS / WALKWAYS:

All driveways fronting on a street shall be constructed of one or more of the following materials: brick pavers, stone, interlocking pavers, exposed aggregate or other approved materials. The Developer may consider front driveways of stamped or broom finished concrete with brick or stone borders on a case-by-case basis. All front entry surfaces must be constructed in brick, stone, slate, flagstone or exposed aggregate. All sidewalks and steps from the public sidewalk or front driveway to the front entry must be constructed in brick, stone, slate, flagstone, exposed aggregate or other approved materials.

6. EXTERIOR LIGHTING:

All front entrances must have no less than one down light and a minimum of one bracket light beside each front entrance.

7. TREES:

Landscape requirements shall include a minimum of two 4" caliper live oaks or red oaks in the front yard. In addition to the 2 required front yard trees, a minimum of two 4" caliper live oaks or red oaks shall be planted in each side yard space that abuts a street.



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Notice of Appeals

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

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.

Description of Agenda Item:

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on April 2, 2024. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. DEVAPP-23-0202 – Frontier Retail Center, Block A, Lot 5 (Approved 5-0)

Town Staff Recommendation:

Town Staff recommends the Town Council take no action on this item.

Proposed Motion:

N/A



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Specific Use Permit for Licensed Childcare Center

Town Council Meeting – April 16, 2024

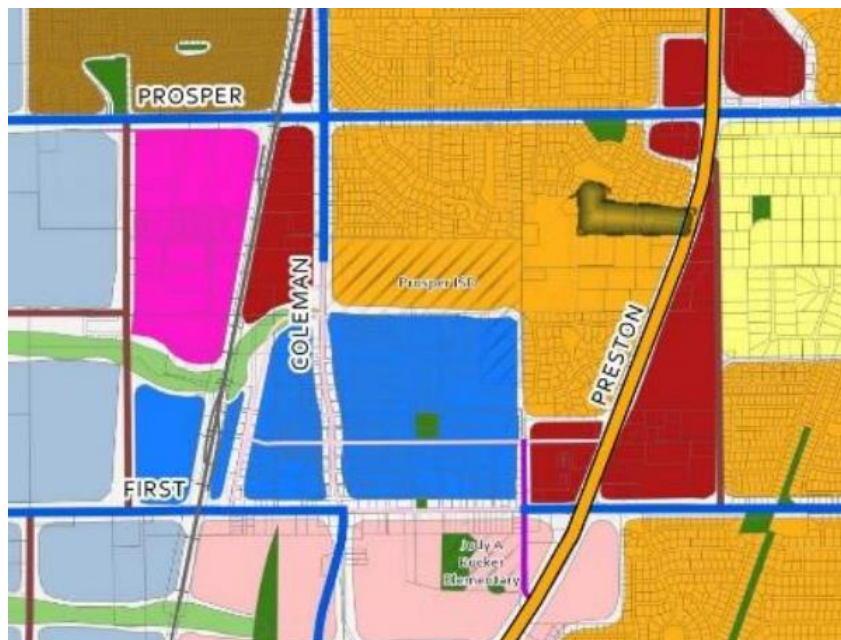
Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit to allow a Licensed Child-Care Center use, on 2.0± acres, on Barnes Addition, Block A, Lot 1, located on the east side of Parvin Street and 190± feet south of Seventh Street. (ZONE-23-0038)

Future Land Use Plan:

The Future Land Use Plan recommends the Old Town District. The proposed zoning request conforms to the Future Land Use Plan.



- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads

Zoning:

The property is zoned Single-Family 15.

Thoroughfare Plan:

This property has direct access to Parvin Street.

Parks Master Plan:

The Parks Master Plan does not indicate a park is needed on the subject property.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. Staff has received one response in opposition to the proposed zoning request to date.

Attached Documents:

1. Aerial & Zoning Maps
2. Future Land Use Plan Exhibit
3. Exhibit A – Survey
4. Exhibit B – Site Plan
5. Exhibit C – Landscape Plan
6. Exhibit D – Elevations
7. Exhibit E – Code of Ordinances – Animal Control (Section 2.07.006)
8. Exhibit F – Fencing Exhibit
9. Email in Opposition
10. Letter in Opposition

Description of Agenda Item:

The purpose of this request is to obtain a Specific Use Permit to operate a licensed child-care center, The School House. The applicant plans to convert an existing residential home into the proposed licensed child-care center. The building will be expanded 430 square feet for a total area of 2,794 square feet. The site is approximately two acres and will have a licensed child-care center, barn, green house, and playground. The child-care center is planning for a maximum enrollment of 60 students and ten staff members, which will be dependent upon the Texas Child-Care Licensing Department as well as building and fire code occupancy limits. Additionally, the proposed barn will house small animals for the children with which to interact. Per the Town's Code of Ordinances, animals such as chickens, guinea pigs, and rabbits are permitted (See attached Exhibit E).

Compatibility:

This zoning change would not be seen as out of character with the existing neighborhood due to compatibility with the uses in the surrounding area. The property to the east, Reynolds Middle School, is operated by Prosper Independent School District. The similarity of these surrounding uses emphasizes that a licensed child-care center is compatible with the area.

The zoning and land use of the surrounding properties are as follows:

| | Zoning | Current Land Use | Future Land Use Plan |
|-------------------------|------------------|-------------------------|-----------------------------|
| Subject Property | Single Family-15 | Residential | Old Town District |
| North | Single Family-15 | Residential | Old Town District |
| East | Single Family-15 | Middle School | Old Town District |
| South | Single Family-15 | Residential | Old Town District |
| West | Single Family-15 | Residential | Old Town District |

Applicant Requests:

The applicant is requesting that the following conditions be part of the Specific Use Permit.

- **Request 1:**

The landscape easement on the northern boundary is proposed to be ten feet.

The Zoning Ordinance requires 15-foot landscape easements adjacent to residential development. The applicant is requesting a five-foot reduction in this requirement for a total of ten feet to accommodate parking, a fire lane, and drive aisle north of the building. Staff recommends allowance of the five-foot reduction to the landscape easement due to the existence of a 20-foot unimproved alley, owned by the Town, between the subject property and the adjacent residential properties to the north.

- **Request 2:**

The screening on the property lines is proposed to be wrought-iron fencing overlaid with a metal mesh where vines will grow. Columns will be spaced 16 feet apart and have a veneer of hardie panel to match the building. (See Fencing Exhibit)

The Zoning Ordinance requires a six-foot masonry wall adjacent to residential zoning. The applicant is requesting an alternative fence to provide a natural look that matches the design of the building. Staff recommends compliance with the requirement for a six-foot masonry wall.

Specific Use Permit Criteria:

The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of an SUP request.

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
 - *Reynold's Middle School operated by Prosper ISD is directly east of the property. The adjacent educational use indicates that a licensed child-care center is both harmonious and compatible with its surrounding existing uses.*
2. *Are the activities requested by the applicant normally associated with the requested use?*
 - *The activities will include both educational activities and recreational activities. These activities requested by the applicant are normally associated with the requested use.*
3. *Is the nature of the use reasonable?*
 - *The compatibility of the licensed child-care center with the surrounding area makes the nature of the use reasonable.*
4. *Has any impact on the surrounding area been mitigated?*
 - *The requirement for a six-foot masonry wall adjacent to residential areas will mitigate the impact to the surrounding area. The applicant's current proposal does not adequately mitigate the impact on the surrounding area.*

Staff recommends approval of the request subject to full compliance with the Zoning Ordinance regarding screening.

Town Staff Recommendation:

Town Staff recommended approval of the request for a Specific Use Permit to allow a Licensed Child-Care Center use, on 2.0± acres, on Barnes Addition, Block A, Lot 1, located on the east side of Parvin Street and 190± feet south of Seventh Street to the Planning & Zoning Commission subject to the following conditions:

1. The landscape easement on the northern boundary shall be a minimum of ten feet.
2. The screening around the property shall be a six-foot masonry wall.

Planning & Zoning Recommendation:

The Planning & Zoning Commission recommended approval of this item by a vote of 6-0 at their meeting on March 19, 2024, subject to the following conditions:

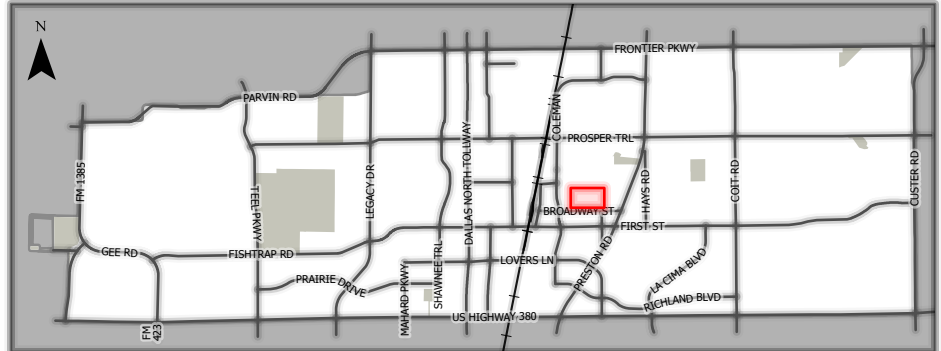
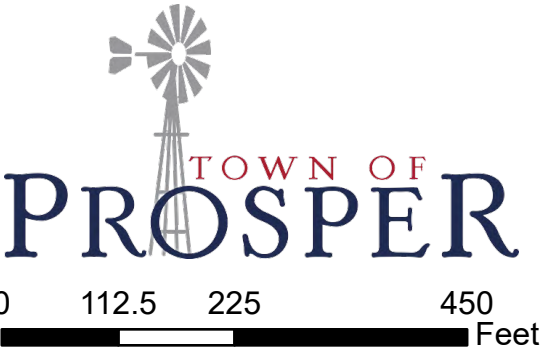
1. The landscape easement on the northern boundary shall be a minimum of ten feet.
2. The screening around the property shall be a six-foot masonry wall.

Proposed Motion:

I move to approve/deny the request for a Specific Use Permit to allow a Licensed Child-Care Center use, on 2.0± acres, on Barnes Addition, Block A, Lot 1, located on the east side of Parvin Street and 190± feet south of Seventh Street subject to the recommendations from the Planning & Zoning Commission.



Item 14.



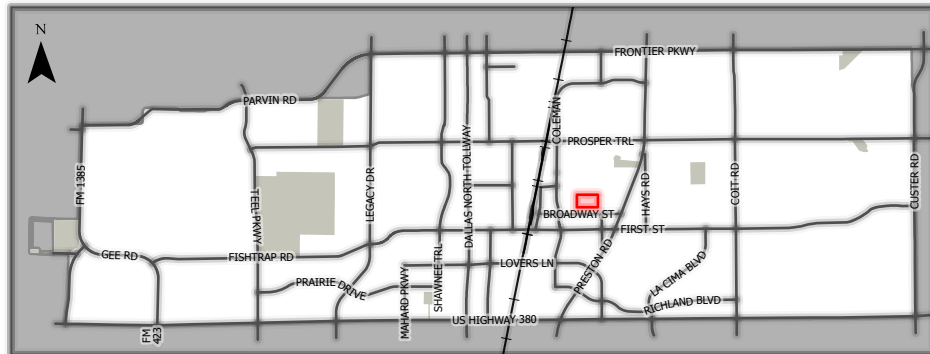
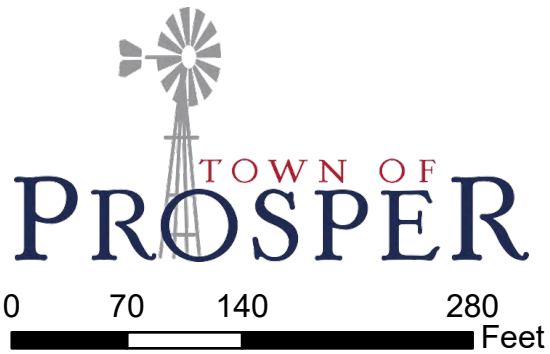
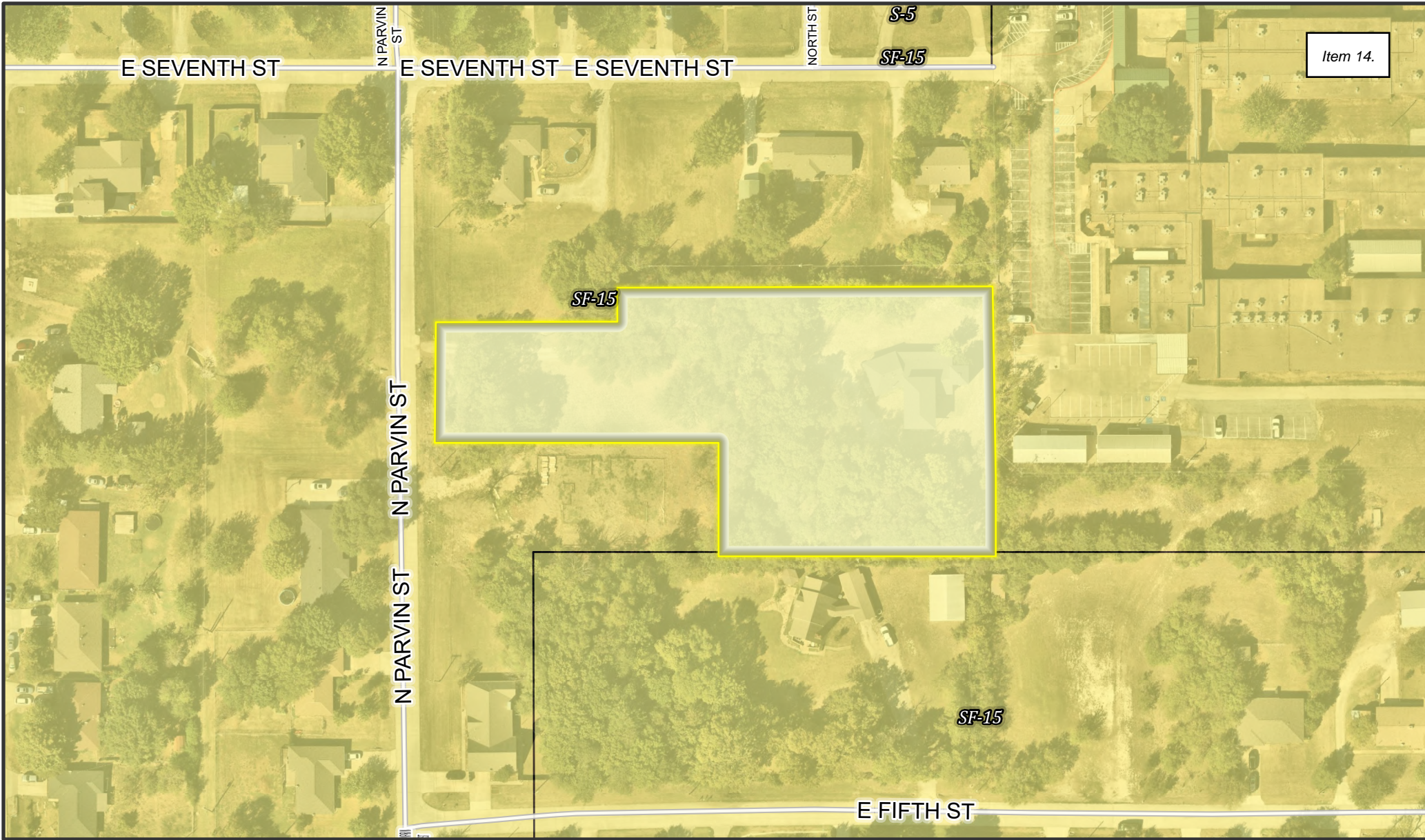
This map for illustration purposes only

ZONE-23-0038

The School House

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Specific Use Permit



This map for illustration purposes only

ZONE-23-0038
The School House

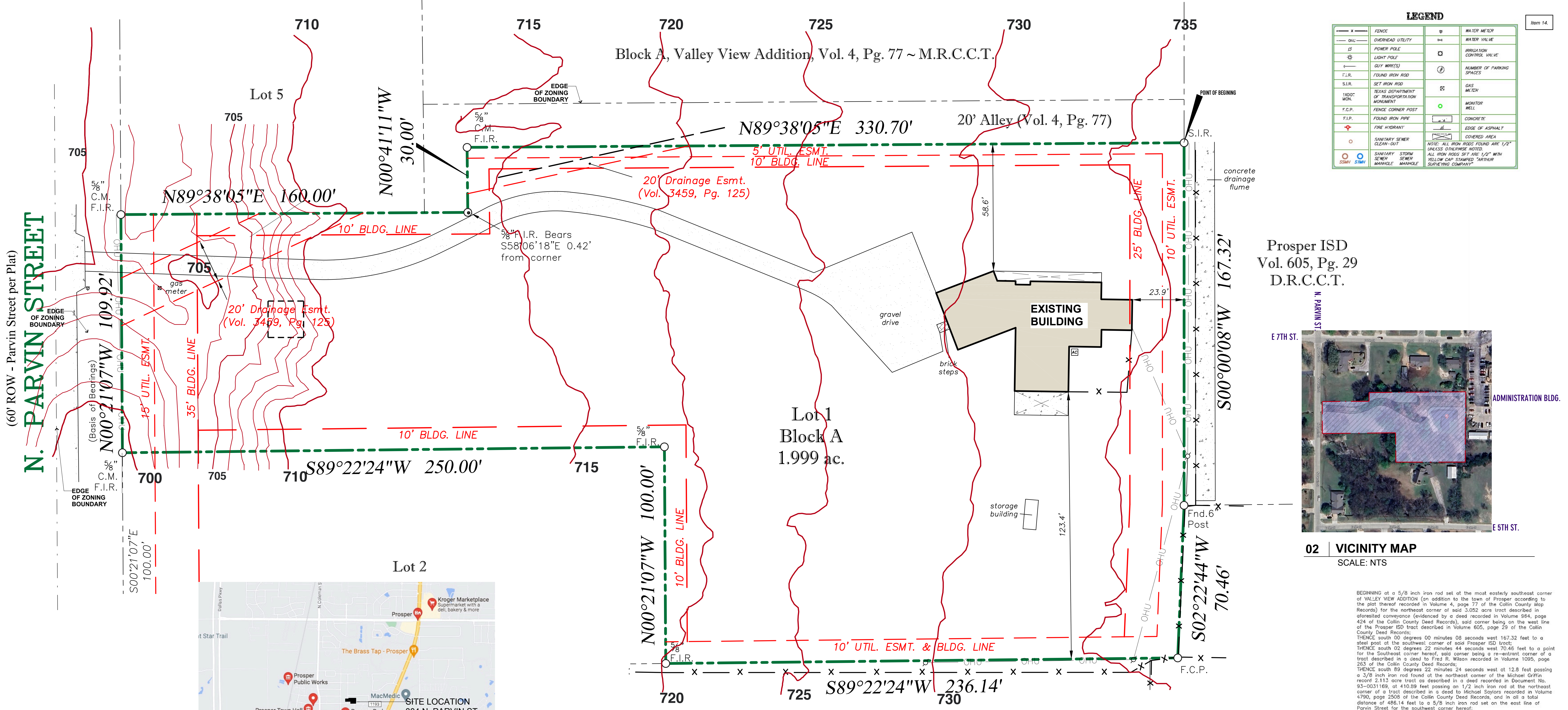
Specific Use Permitted

Future Land Use Plan Exhibit



- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ

- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads



LEGEND

| | | | |
|----------|---|--------|--------------------------|
| —x— | FENCE | —w— | WATER METER |
| —OHU— | OVERHEAD UTILITY | —WV— | WATER VALVE |
| —P— | POWER POLE | —ICV— | IRRIGATION CONTROL VALVE |
| —L— | LIGHT POLE | —N— | NUMBER OF PARKING SPACES |
| —G— | GUY WIRE(S) | —G— | GAS METER |
| —F.I.R.— | FOUND IRON ROD | —M— | MONITOR WELL |
| —S.I.R.— | SET IRON ROD | —C— | CONCRETE |
| —T.D.— | TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT | —A— | EDGE OF ASPHALT |
| —F.C.P.— | FENCE CORNER POST | —CO— | COVERED AREA |
| —F.I.P.— | FOUND IRON PIPE | —S— | SANITARY SEWER CLEAN-OUT |
| —F.H.— | FIRE HYDRANT | —S.M.— | STORM SEWER MANHOLE |
| —S.S.— | SANITARY SEWER CLEAN-OUT | —S.M.— | STORM SEWER MANHOLE |

NOTE: ALL IRON RODS FOUND ARE 1/2" UNLESS OTHERWISE NOTED. ALL IRON RODS SET ARE 1.0" WITH YELLOW CAP STAMPED "ARTHUR SURVEYING COMPANY"

Prosper ISD
Vol. 605, Pg. 29
D.R.C.C.T.



02 VICINITY MAP
SCALE: NTS

BEGINNING at a 5/8 inch iron rod set at the most easterly southeast corner of VALLEY VIEW ADDITION (an addition to the town of Prosper according to the plat thereof recorded in Volume 4, page 77 of the Collin County Map Records) for the northeast corner of said 3.052 acre tract described in aforesaid conveyance (evidenced by a deed recorded in Volume 964, page 424 of the Collin County Deed Records), said corner being on the west line of the Prosper ISD tract described in Volume 605, page 29 of the Collin County Deed Records;

THENCE south 00 degrees 00 minutes 08 seconds west 167.32 feet to a steel post at the southwest corner of said Prosper ISD tract;

THENCE south 02 degrees 22 minutes 44 seconds west 70.46 feet to a point for the Southeast corner hereof, said corner being a re-entrant corner of a tract described in a deed to Fred R. Wilson recorded in Volume 1095, page 263 of the Collin County Deed Records;

THENCE south 89 degrees 22 minutes 24 seconds west at 12.8 feet passing a 3/8 inch iron rod found at the northeast corner of the Michael Griffin record 2.113 acre tract as described in a deed recorded in Document No. 93-0031169, at 410.89 feet, passing on 1/2 inch iron rod at the northeast corner of a tract described in a deed to Michael Soyars recorded in Volume 4790, page 2508 of the Collin County Deed Records, and in all a total distance of 486.14 feet to a 5/8 inch iron rod set on the east line of Parvin Street for the southwest corner hereof;

THENCE along the east line of Parvin Street, north 00 degrees 21 minutes 07 seconds west 209.92 feet to a 5/8 inch iron rod set at the southwest corner of Lot 5, Block A of said VALLEY VIEW ADDITION for the northeast corner hereof;

THENCE north 05 degrees 38 minutes 05 seconds east at 140.00 feet passing the southeast corner of said Lot 5 and in all a total distance of 160.00 feet to a 5/8 inch iron rod set for a re-entrant corner hereof, said corner being a southwesterly corner of a 20 foot wide alley;

THENCE along the east line of said alley, north 00 degrees 41 minutes 11 seconds west 30.00 feet to a 5/8 inch iron rod set at a re-entrant corner of said alley for an exterior ell corner hereof;

THENCE along the south line of said 20 foot alley, north 89 degrees 38 minutes 05 seconds east a distance of 330.70 feet to the Place of BEGINNING and containing 2.573 acres of land.

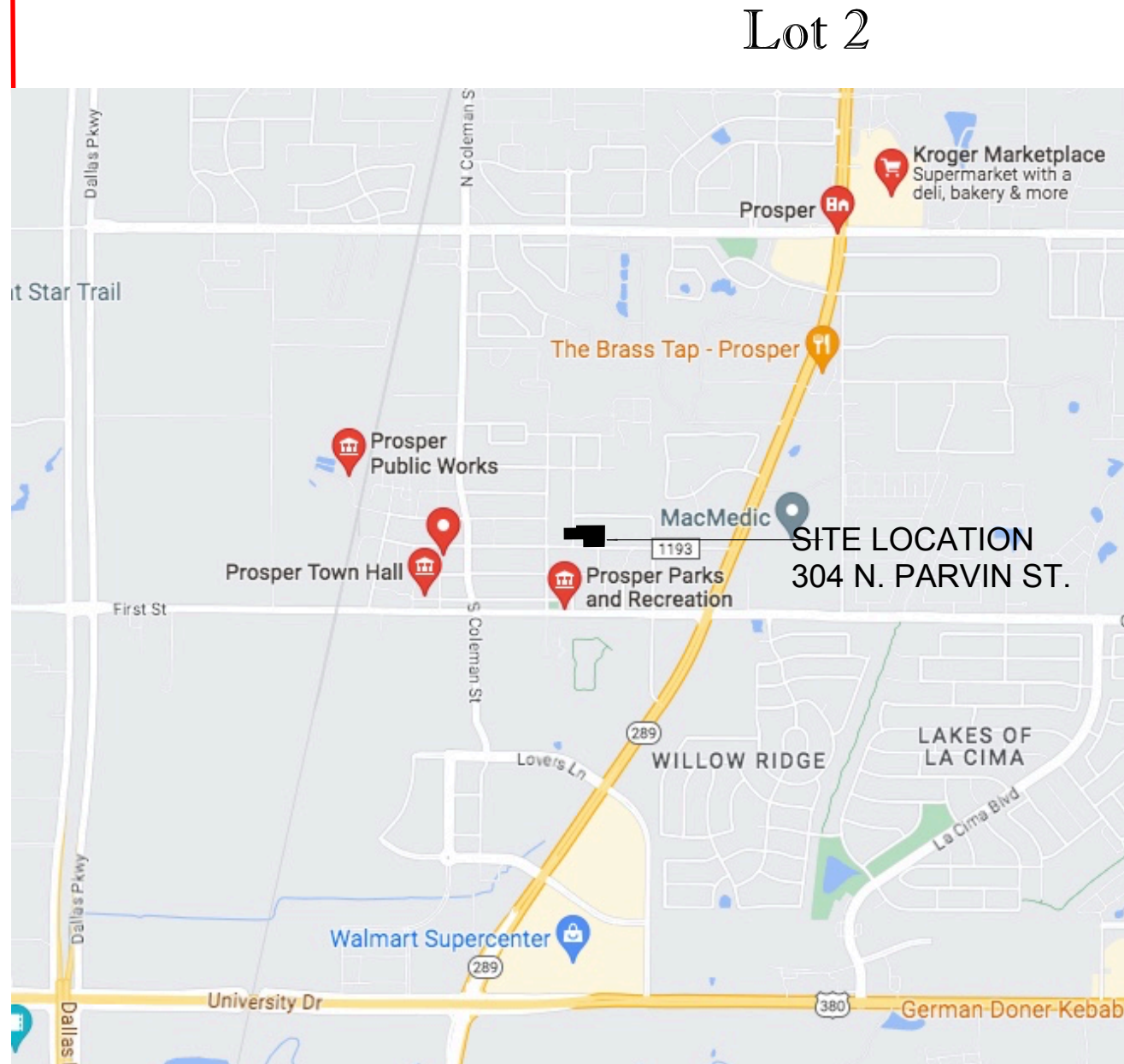
01 LOT SURVEY
SCALE: 1" = 20'-0"

Michael Griffin
Inst. No. 93-0031169
D.R.C.C.T.

Fred R. Wilson
Vol. 1095, Pg. 263
D.R.C.C.T.

PROPERTY DESCRIPTION:
Lot 1, BLOCK A, BARNES ADDITION, an Addition to the Town of Prosper, Collin County, Texas, according to the Map or Platt recorded in Volume 2001, Page 26, Platt records of Collin County, Texas.

METES & BOUNDS
NOT REFERENCED ON LEGAL SURVEY



03 GREATER VICINITY MAP
SCALE: NTS

ROGERS HEALY
AND ASSOCIATES REAL ESTATE
C: 214.418.0455
E: JP@RogersHealy.com
W: RogersHealy.com
A: 3001 Knox Street #210, Dallas, TX 75205
CLIENT: JP Findley

CONSULT DESIGN CONSTRUCTION
C: 972.880.0870 | O/F: 972.649.0410
5848 Fairview Pkwy | Fairview, Texas 75069
Building Quality since 1997
APPLICANT: Bill Oelfke

ARCHITECT
gregoryHAGMANN
COPYRIGHT 2023
12.04.2023
404 Provincetown Ln.
Richardson, Texas 75080
214.926.7575

**THE SCHOOL HOUSE
REMODEL: DAYCARE FACILITY**

304 N. PARVIN ST. PROSPER, TX. 75078

LOT 1 BLOCK A, Barnes Addition
Collin County, Tx. Vol. 2011, pg.26,
Platt Records of Collin City., Texas.

SPECIAL USE PERMIT 2.017 Acre Tract
Located in the Town of Prosper, Texas

"EXHIBIT A"
ZONE-23-0038
LOT SURVEY

ISSUE:
SUP REVIEW
DEC. 04, 2023
Resubmit 01.24.24
PROJECT
NO: 232180.01

SITE DATA

Existing Zoning: Single Family SF-15
 Current Use: Residential
 PROPOSED USE: Licensed Child Care Center
 FLU: Old-Town District
 Zoning Change Needed: SUP

PARKING CALCULATIONS:

| | # | RATIO 1:10 |
|-----------|------|------------------|
| Students: | 60 | 6 |
| Teachers: | 4 | 4 |
| Staff: | 3 | 6 |
| | | 16 Spaces Req'd. |
| | | 17 Provided |
| Handicap | 1:25 | 2 Provided |

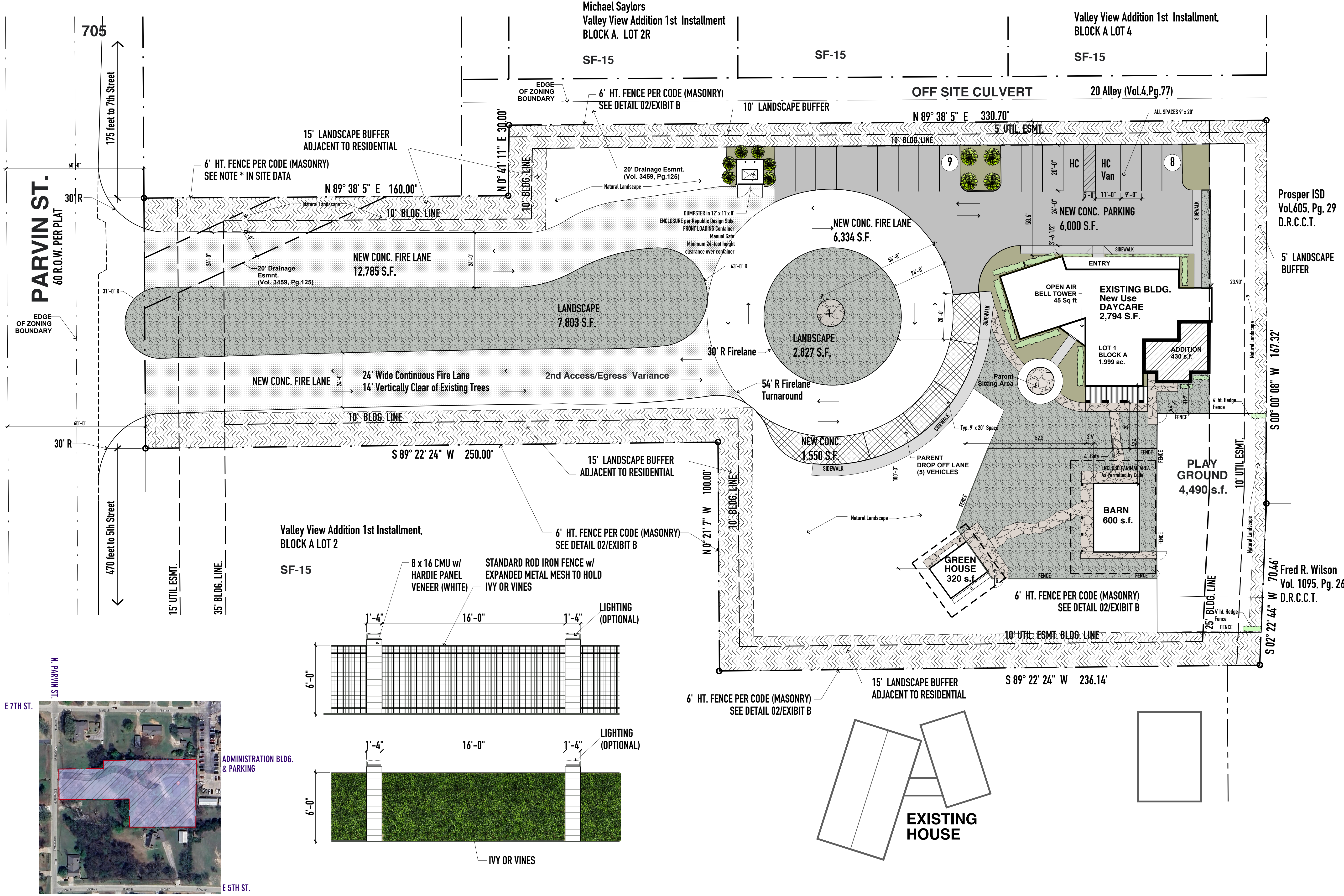
Dumpster: 12' x 11' x 8' ENCLOSURE per Republic
 Outdoor Play Space = 65 sf/ child = 3,900 s.f. min.
 4,490 s.f. Provided

SITE AREA TABULATION

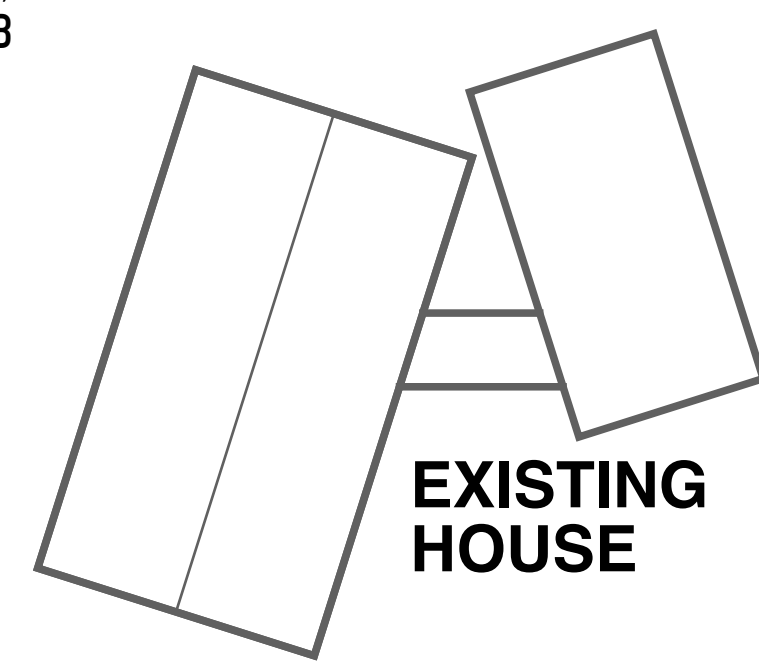
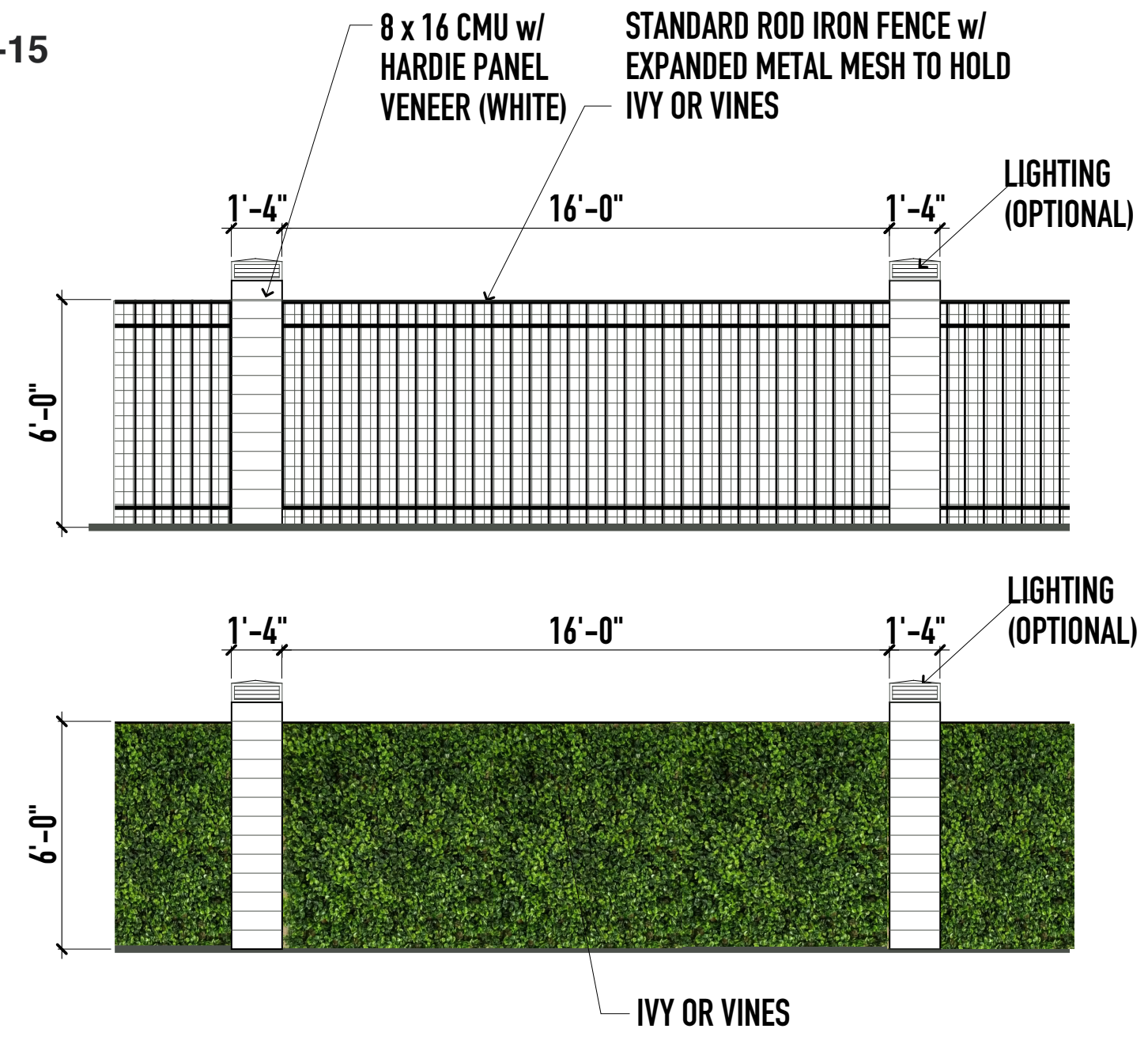
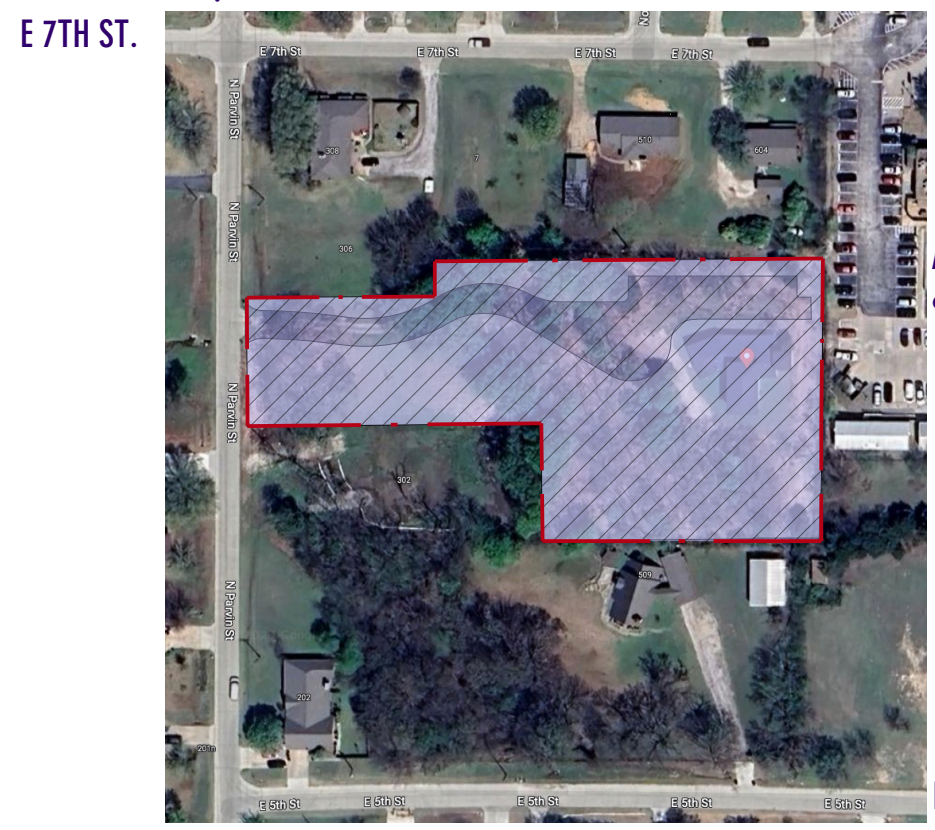
| | |
|---------------|----------------------------|
| 87,890.5 S.F. | EXISTING SITE AREA |
| 20,792.5 S.F. | IMPERVIOUS AREA |
| 67,097.5 S.F. | PERVIOUS AREA |
| 83,939.5 S.F. | 7% OPEN SPACE REQ'D |
| 29,501.0 S.F. | OPEN SPACE |
| 28,609.0 S.F. | EXISTING LANDSCAPE AREA |
| 5,679.77 S.F. | PROPOSED LANDSCAPE AREA |
| 26,669 S.F. | PARKING AREA & CONC. ROADS |

AREA & PARKING TABULATION

| | |
|------------|----------------------------|
| 2,794 s.f. | EXISTING BLDG. AREA |
| 430 s.f. | BUILDING ADDITION AREA |
| 600 s.f. | BARN AREA |
| 320 s.f. | GREENHOUSE AREA |
| 2,860 s.f. | PLAYGROUND AREA |
| 4,004 s.f. | TOTAL BUILDING AREA |
| | PARKING REQUIRED 16 |
| | PARKING PROVIDED 17 SPACES |



PARVIN ST.
60 R.O.W. PER PLAT



03 VICINITY MAP
SCALE: NTS

02 PROPOSED GREEN SCREEN / MASONRY FENCE
SCALE: 1/4" = 1'-0"

01 SITE PLAN
SCALE: 1" = 20'-0"
NOTE: ALL WALK WAYS & PATHS TO BE ADA ACCESSIBLE
Building to be SPRINKLERED

ROGERS HEALY
AND ASSOCIATES REAL ESTATE
C: 214.418.0455
E: JP@RogersHealy.com
W: RogersHealy.com
A: 3001 Knox Street #210, Dallas, TX 75205
CLIENT: JP Findley

CONSULT DESIGN CONSTRUCTION
C: 972.880.0870 | O/F: 972.649.0410
5848 Fairview Pkwy | Fairview, Texas | 75069
Building Quality since 1997
APPLICANT: Bill Oelfke

ARCHITECT
gregoryHAGMANN
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12.04.2023

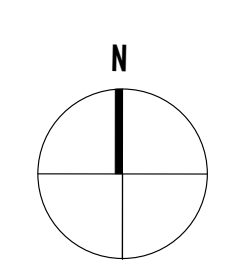
THE SCHOOL HOUSE REMODEL: DAYCARE FACILITY

4 N. PARVIN ST. PROSPER, TX. 75078

Barnes Addition, BLOCK A, LOT 1
Collin County, Tx. Vol. 2011, pg.26,
Platt Records of Collin City., Texas.

SPECIAL USE PERMIT 2.017 Acre Tract
Located in the Town of Prosper, Texas

"EXHIBIT B" ZONE-23-0038 SITE PLAN



ISSUE:
SUP Review
DEC. 04, 2023
Resubmit 03.12.24

PROJECT
NO: 232180.01

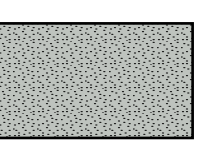
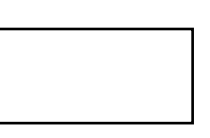
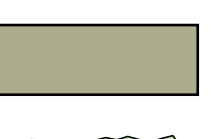
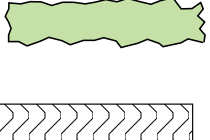
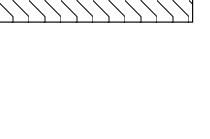


AREA TABULATION

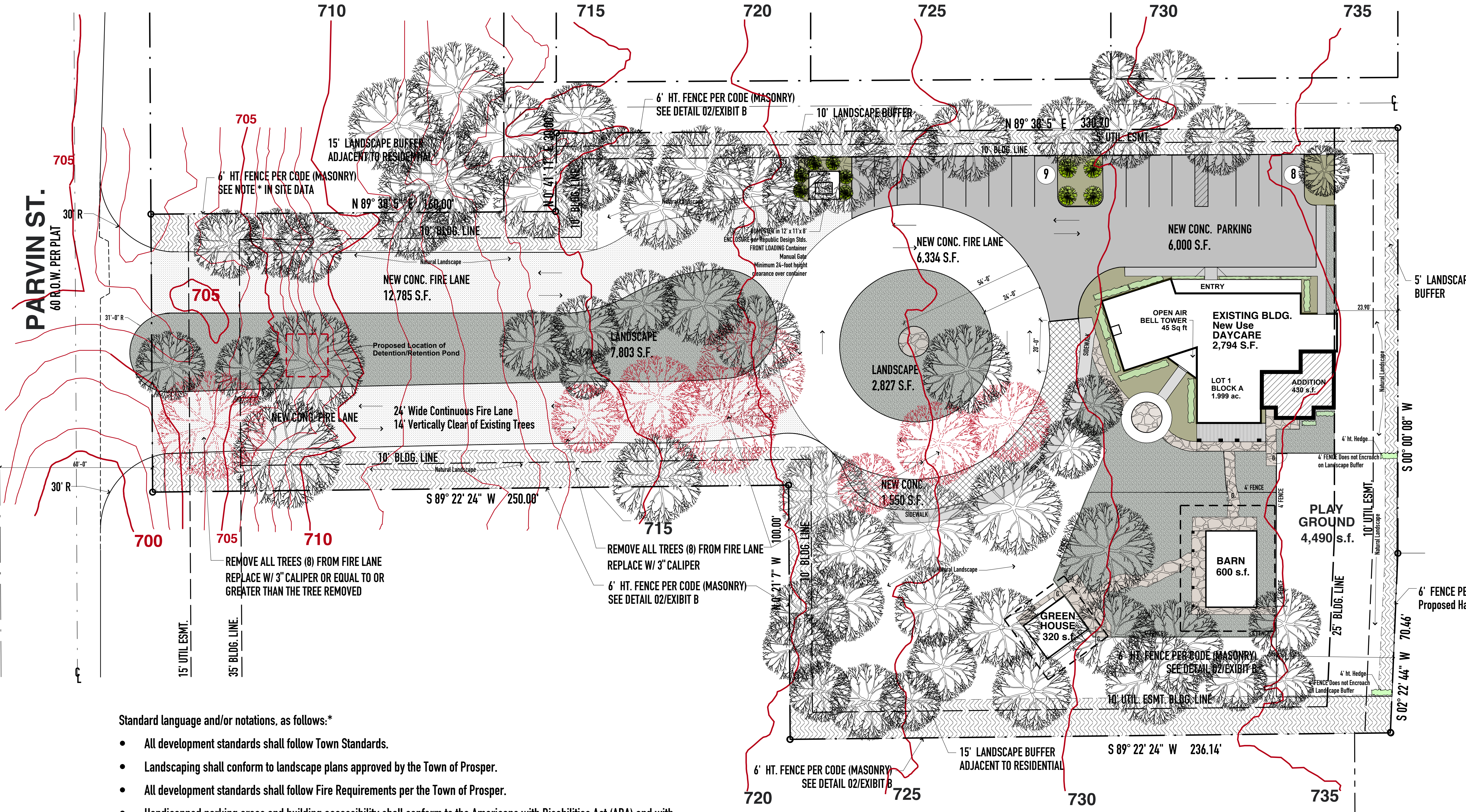
| | |
|----------------|---|
| 87,890.5 S.F. | EXISTING SITE AREA |
| 20,792.5 S.F. | IMPERVIOUS AREA |
| 67,097.5 S.F. | PERVIOUS AREA |
| 6,152 S.F. | 7% OPEN SPACE REQ'D |
| 25,900.96 S.F. | OPEN SPACE |
| 510 S.F. | INTERIOR LANDSCAPE AREA (PARKING ISLANDS) |
| 5,679.77 S.F. | PROPOSED LANDSCAPE AREA |
| 26,669 S.F. | PARKING AREA & CONC. ROADS |

AREA & PARKING TABULATION

| | |
|----------------------------|------------------------|
| 2,794 s.f. | EXISTING BLDG. AREA |
| 430 s.f. | BUILDING ADDITION AREA |
| 600 s.f. | BARN AREA |
| 320 s.f. | GREENHOUSE AREA |
| 2,850 s.f. | PLAYGROUND AREA |
| 4,144 s.f. | TOTAL BUILDING AREA |
| RATIO 1:10 (SEE EXHIBIT B) | |
| PARKING REQUIRED | 16 |
| PARKING PROVIDED | 17 SPACES |

LANDSCAPE LEGEND

-  NEW LANDSCAPE AREA St. Augustine Grass
-  EXISTING LANDSCAPE - Existing Ground Cover
-  1. GROUND COVER - Asian Jasmine
-  2. BUSHES - Wintergreen Boxwood Shrubs
-  3. LANDSCAPE EASEMENT adjacent to residential Required Plantings per Zoning Ordinance will be provided in the Landscape Area.
-  4. EXISTING TREES TO REMAIN (NONE TO BE REMOVED, EXCEPT THOSE THAT MAY IMPEDE THE ROAD WAY. ANY REMOVED TREE SHALL BE REPLACED PER CODE)
-  5. EXISTING TREES TO BE REMOVED (REPLACE W/ 3" CALIPER OR EQUAL TO OR GREATER THAN THE TREE REMOVED, AS PER CODE)



Standard language and/or notations, as follows:*

- All development standards shall follow Town Standards.
- Landscaping shall conform to landscape plans approved by the Town of Prosper.
- All development standards shall follow Fire Requirements per the Town of Prosper.
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- All signage is subject to Building Official approval.
- Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
- Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks*, and detention pond *

01 LANDSCAPE PLAN

SCALE: 1" = 20'-0" NOTE: ALL WALK WAYS & PATHS TO BE ADA ACCESSIBLE Building to be SPRINKLERED

ROGERS HEALY
AND ASSOCIATES REAL ESTATE
C: 214.418.0455
E: JP@RogersHealy.com
W: RogersHealy.com
A: 3001 Knox Street #210, Dallas, TX 75205
CLIENT: JP Findley

| C | D | C |
|--|-------------|--------------|
| CONSULT | DESIGN | CONSTRUCTION |
| C: 972.880.0870 O/F: 972.649.0410 5848 Fairview Pkwy Fairview, Texas 75069 Building Quality since 1997 | | |
| APPLICANT: | Bill Oelfke | |

gregoryHAGMANN
ARCHITECT
12.04.2023
404 Provincetown Ln.
Richardson, Texas 75080
214.926.7575

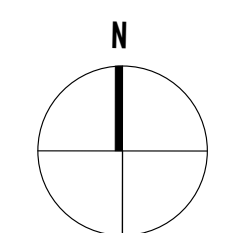
THE SCHOOL HOUSE REMODEL: DAYCARE FACILITY

304 N. PARVIN ST. PROSPER, TX. 75078

Barnes Addition, BLOCK A, LOT 1
Collin County, Tx. Vol. 2011, pg.26,
Platt Records of Collin City., Texas.

"EXHIBIT C" ZONE-23-0038 LANDSCAPE PLAN

SPECIAL USE PERMIT 2.017 Acre Tract
Located in the Town of Prosper, Texas



ISSUE:
SUP PERMIT
DEC. 04, 2023
Resubmit 03.12.24
PROJECT NO: 2321BO.01



PERSPECTIVE ENTRY SOUTH VIEW - FROM PARKING

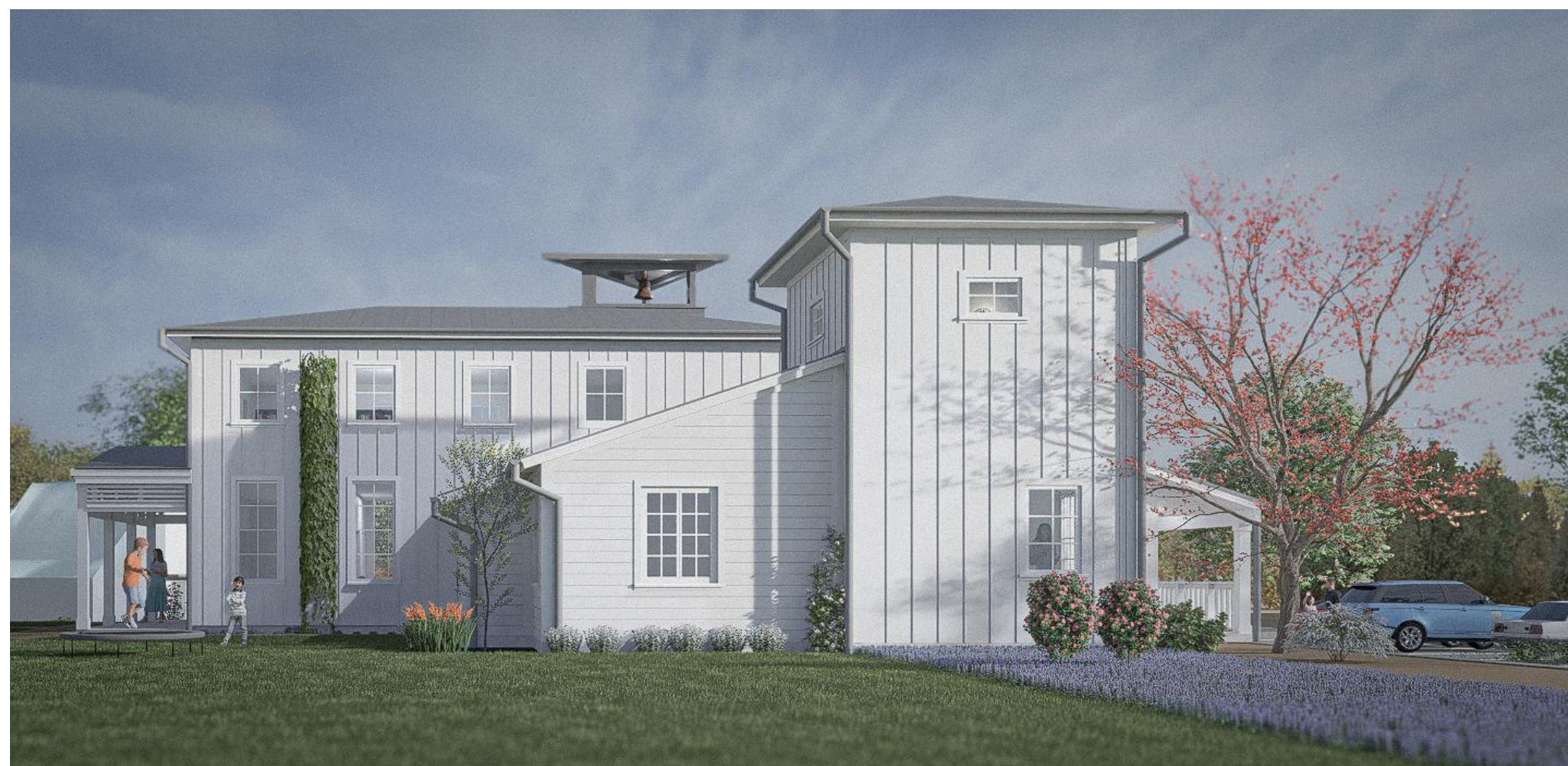
- Height from entry grade to upper roof ridge 26'-9"
- 2 Stories w/ Mezzanine

MATERIALS

- All Elevations - 100% Hardi Board w/ Battens & Trim all painted white, over Existing Stucco, Except for Windows. With addition Metal Shutters and
- Composition Roof
- Low E Windows w/ Attached Divided Lites - Painted White
- Trex Decking Grey
- Steel Shutters - Painted
- Concrete Road & Parking



PERSPECTIVE EAST VIEW - FROM STREET APPROACH



PERSPECTIVE NORTH VIEW - FROM REAR



PERSPECTIVE DUMPSTER ENCLOSURE



PERSPECTIVE WEST VIEW - FROM SIDE

ROGERS HEALY
AND ASSOCIATES REAL ESTATE
C: 214.418.0455
E: JP@RogersHealy.com
W: RogersHealy.com
A: 3001 Knox Street #210, Dallas, TX 75205
CLIENT: JP Findley

| C | D | C |
|--|--------|--------------|
| CONSULT | DESIGN | CONSTRUCTION |
| C: 972.880.0870 O/F: 972.649.0410 5848 Fairview Pkwy Fairview, Texas 75069 Building Quality since 1997 | | |
| APPLICANT: Bill Oelfke | | |



ARCHITECT
gregoryHAGMANN
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404 Provincetown Ln.
Richardson, Texas 75080
214.926.7575

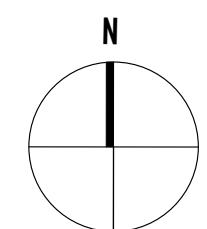
**THE SCHOOL HOUSE
REMODEL: DAYCARE FACILITY**

304 N. PARVIN ST. PROSPER, TX. 75078

LOT 1 BLOCK A, Barnes Addition
Collin County, Tx. Vol. 2011, pg.26,
Platt Records of Collin City., Texas.

"EXHIBIT D"
ZONE-23-0038
PERSPECTIVES

SPECIAL USE PERMIT 2.017 Acre Tract
Located in the Town of Prosper, Texas

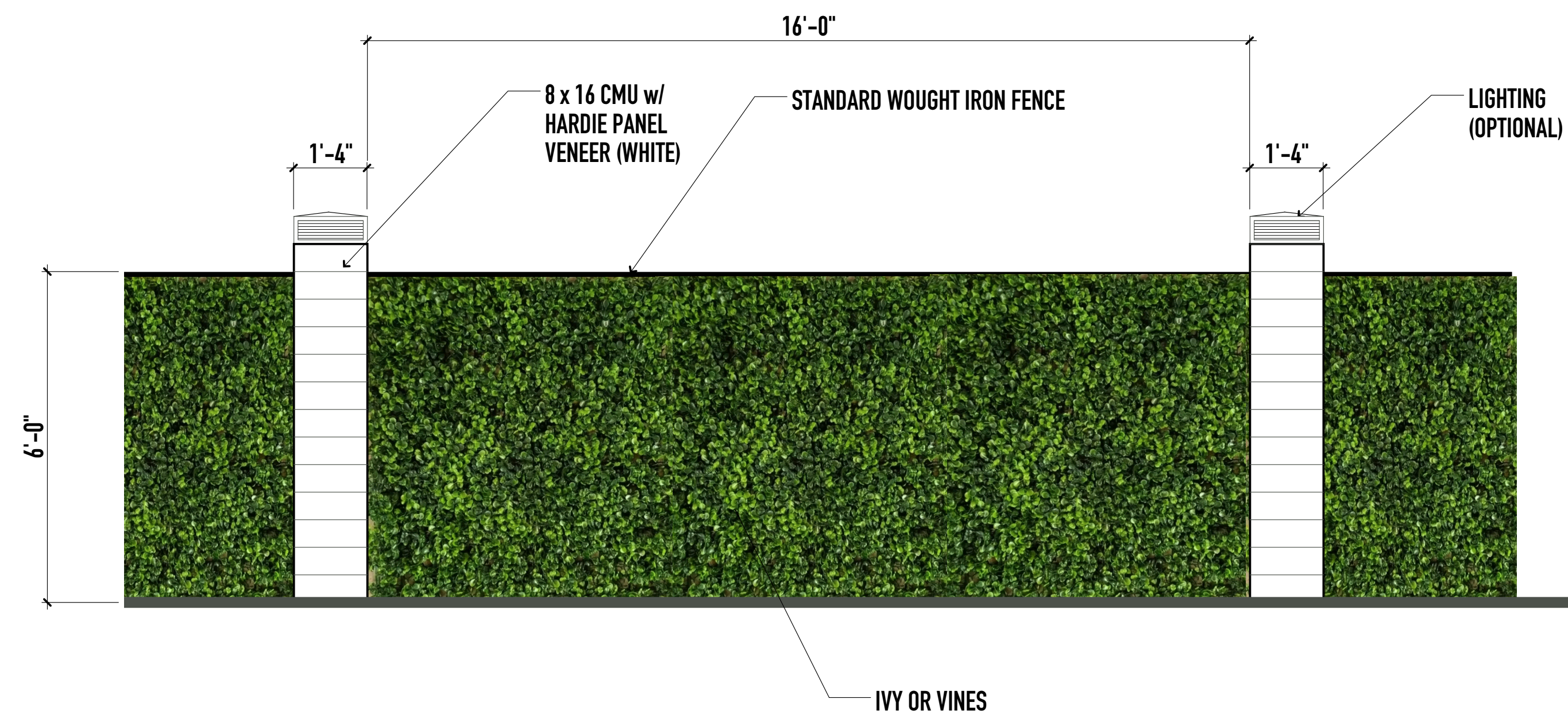
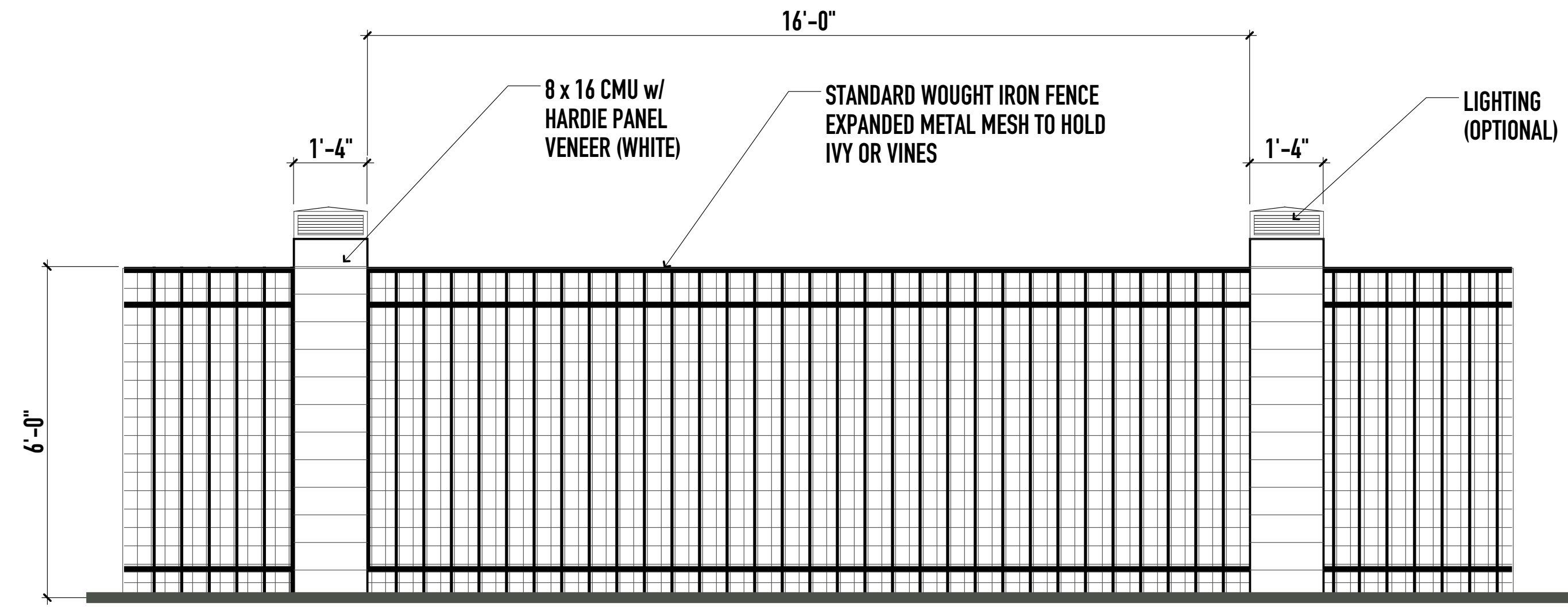


ISSUE:
SUP Review
DEC. 04, 2023
Resubmit 01.24.24

PROJECT
NO: 2321BO.01

Sec. 2.07.006 Keeping of fowl, rabbits and guinea pigs restricted.

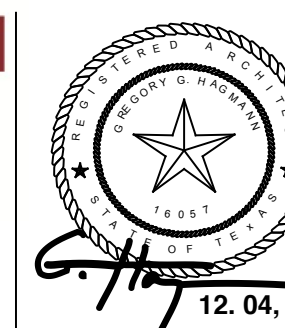
- (a) *Enclosure requirements.* Fowl, rabbits, and guinea pigs must be kept indoors, or if outdoors, in a secure pen or enclosed yard. Litter and droppings from these animals must be collected and disposed of in accordance with this chapter; provided, however, that the provisions of this section shall not apply to ducks or other waterfowl inhabiting natural or manmade watercourses or bodies of water.
- (b) *Number of rabbits and guinea pigs.* It shall be unlawful for any person to knowingly be in possession of more than 12 rabbits or guinea pigs, or combination thereof; and any other rodent, on any premises in the town.
- (c) *Regulation of fowl.* Roosters are banned within the corporate limits of the town except for properties with an agricultural property tax exemption, and are declared to be nuisances under V.T.C.A., Local Government Code ch. 217, as amended, when located in residential districts.
- (d) *Number of fowl.* Except for exotic birds raised, kept, or harbored for commercial purposes, it shall be unlawful for any person, firm, or corporation to maintain, own, or control any premises within the town limits where more than an aggregate of 12 fowl are kept or harbored in one enclosure except for properties with an agricultural property tax exemption. "One enclosure" as that term is used herein shall be held to mean any and all connected buildings, whether under one roof or otherwise, and buildings and sheds that may have entrances to the same or adjoining lot or lots with a gateway or other opening between them.
- (e) *Ducks, turkeys, geese, and peacocks prohibited.* It shall be unlawful to own or keep ducks, turkeys, geese, or peacocks within the corporate town limits except on properties with an agricultural property tax exemption, lakes or other natural or manmade watercourses or bodies of water, and public park lands.



GREEN SCREEN / MASONRY FENCE

ROGERS HEALY
AND ASSOCIATES REAL ESTATE
C: 214.418.0455
e: JP@RogersHealy.com
w: RogersHealy.com
a: 3001 Knox Street #210, Dallas, TX 75205
CLIENT: JP Findley

| C | D | C |
|--|--------|--------------|
| CONSULT | DESIGN | CONSTRUCTION |
| C: 972.880.0870 O/F: 972.649.0410 5848 Fairview Pkwy Fairview, Texas 75069 Building Quality since 1997 | | |
| APPLICANT: | | Bill Oelfke |



ARCHITECT
gregoryHAGMANN
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404 Provincetown Ln.
Richardson, Texas 75080
214.926.7575

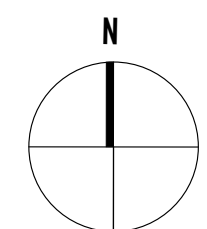
THE SCHOOL HOUSE REMODEL: DAYCARE FACILITY

304 N. PARVIN ST. PROSPER, TX. 75078

LOT 1 BLOCK A, Barnes Addition
Collin County, Tx. Vol. 2011, pg.26,
Platt Records of Collin City., Texas.

"EXHIBIT F" ZONE-23-0038 LANDSCAPE PLAN

SPECIAL USE PERMIT 2.017 Acre Tract
Located in the Town of Prosper, Texas



ISSUE:
SUP Review
DEC. 04, 2023
PNZ 03.19.24
PROJECT
NO: 2321BO.01

From: [David Hoover](#)
To: [Dakari Hill](#); [Suzanne Porter](#)
Subject: FW: [*EXTERNAL*] - ZONE-23-0038 | March 19, 2024
Date: Monday, March 18, 2024 10:29:35 AM
Attachments: [image001.png](#)
[image003.png](#)
[image002.png](#)
[image006.png](#)

FYI

David A. Hoover, AICP
Director of Development Services

250 W. First Street
Prosper, Texas 75078
T: 972.569.1137
dhoover@prospertx.gov
prospertx.gov

From: Dan Baker <dpbaker@prospertx.gov>
Sent: Monday, March 18, 2024 10:26 AM
To: David Hoover <dhoover@prospertx.gov>; Dan Heischman <dheischman@prospertx.gov>
Subject: FW: [*EXTERNAL*] - ZONE-23-0038 | March 19, 2024

This one too...

Dan Baker, MBA
Director of Parks & Recreation

407 E. First St.
Prosper, Texas 75078
T : 972.569.1060
dpbaker@prospertx.gov
prospertx.gov

From: George E. Dupont [REDACTED]
Sent: Saturday, March 16, 2024 2:39 AM
To: Dan Baker <dpbaker@prospertx.gov>
Subject: [*EXTERNAL*] - ZONE-23-0038 | March 19, 2024

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Is this another one of those of 10 lbs. in a 5 lb. bag? How do you “stuff” 60 kids and 10 staff members (70 Total) in a 2,800 sf. house?

Description of Agenda Item:

The purpose of this request is to obtain a Specific Use Permit to operate a licensed child-care center, The School House. The applicant plans to convert an existing residential home into the proposed licensed child-care center. The building will be expanded 430 square feet for a total area of 2,794 square feet. The site is approximately two acres and will have a licensed child-care center, barn, green house, and playground. The child-care center is planning for a maximum enrollment of 60 students and ten staff members.

I totally agree with your recommendation to require the developer to meet all zoning requirements including Fencing and Landscaping. That’s what we have Zoning Ordinances and Requirements for – high quality design and development to fit with the minimum requirements and standards of the Town and it’s residents. If the Developer cannot afford to build it properly and in line with the Zoning Ordinances and Requirements, then the Developer cannot afford to build it period! It is not the Town’s responsibility to lower our standards to meet his Budget. And 70 people in a 2,800 sf. residential house is LUDICROUS!

Town Staff Recommendation:

Town Staff recommends approval of the Specific Use Permit request for a Licensed Child-Care Center subject to the following conditions:

1. The landscape easement on the northern boundary shall be a minimum of 15 feet.
2. The screening around the property shall be a six-foot masonry wall.

Conditions:

The applicant is requesting that the following conditions be part of the Specific Use Permit.

- Condition 1: The landscape easement on the northern boundary is proposed to be ten feet. The Zoning Ordinance requires 15-foot landscape easements adjacent to residential development. The applicant is requesting a five-foot reduction in this requirement for a total of ten feet to accommodate parking, a fire lane, and drive aisle north of the building. Staff recommends compliance with the requirement for a 15-foot landscape easement.
- Condition 2: The screening on the property lines is proposed to be wrought-iron fencing overlaid with a metal mesh where vines will grow. Columns will be spaced 16 feet apart and have a veneer of hardie panel to match the building. (See Fencing Exhibit)

Regards,

George E. Dupont
1400 Harvest Ridge Lane
Prosper, TX 75078-9130



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**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case ZONE-23-0038: The Town of Prosper has received a request for a Specific Use Permit to allow a License Child-Care use, on 2.0± acres, on Barnes Addition, Block A, Lot 1.

LOCATION OF SUBJECT PROPERTY:

The property is located 190'± south of Seventh Street and the east side of Parvin Street.

- I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition.
- I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

We have lived here 31 years. We enjoy our privacy & quiet neighborhood. The daycare would increase noise, traffic & probably decrease property value. We are very much opposed to this.

MICHAEL GRIFFIN
Name (please print)

mil B. Griffin
Signature

509 EAST 5TH ST.
Address

3/14/24
Date

PROSPER, TX 75078
City, State, and Zip Code

mikebgr@yahoo.com
E-mail Address

214-773-7685
Phone Number





Future Land Use Plan



- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ

- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads

Surrounding Area

| | Zoning | Current Land Use | Future Land Use Plan |
|-------------------------|------------------|------------------|----------------------|
| Subject Property | Single Family-15 | Residential | Old Town District |
| North | Single Family-15 | Residential | Old Town District |
| East | Single Family-15 | Middle School | Old Town District |
| South | Single Family-15 | Residential | Old Town District |
| West | Single Family-15 | Residential | Old Town District |

Proposal

Specific Use Permit:

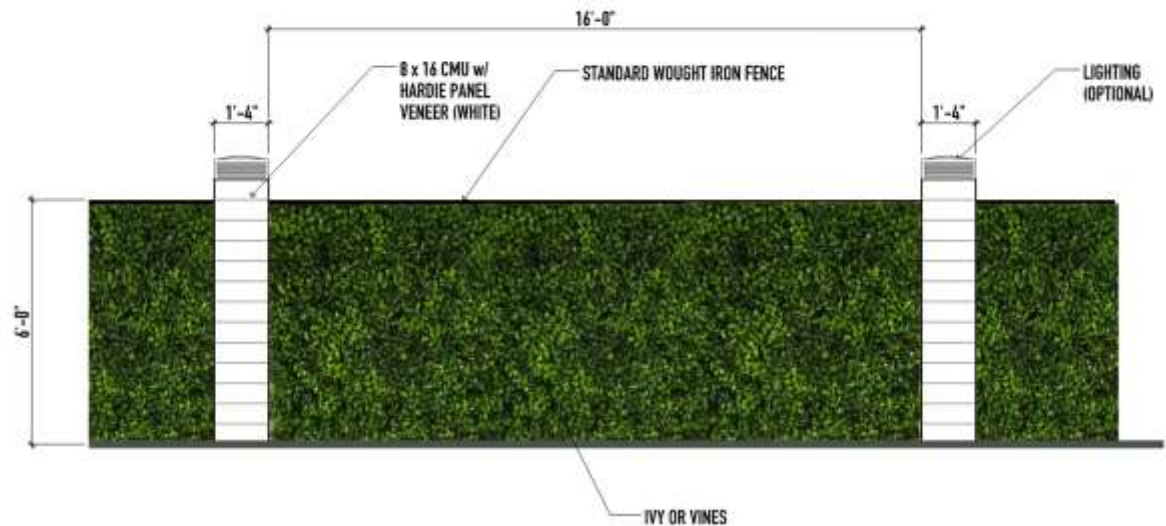
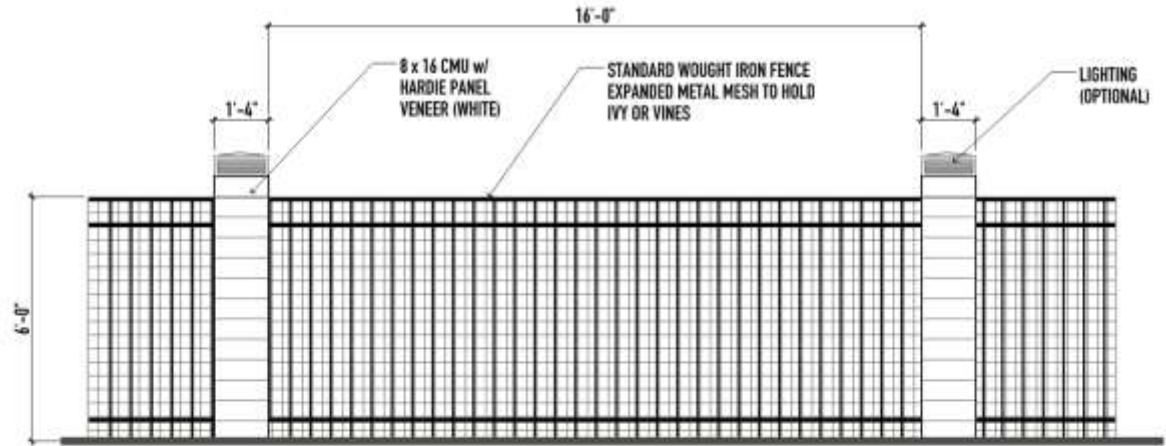
- Licensed Child-Care Center
 - Convert Existing Residential Home
- Components
 - Existing Residential Home (2,794 SF)
 - Addition (430 SF)
 - Barn, Green House, and Playground
 - 60 Students and 10 Staff Members



Conditions

Applicant's Request:

- **Condition 1**
 - Five-foot reduction in landscape easement on the northern boundary. **(Staff is in favor)**
 - Zoning Ordinance requires 15 feet adjacent to residential development.
- **Condition 2**
 - Alternative screening around northern, eastern, and southern boundaries. **(Staff is NOT in favor)**
 - Zoning Ordinance requires six-foot masonry screening wall adjacent to residential development.



Specific Use Permit Criteria

Evaluation:

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
 - Adjacent educational uses show consistency with surrounding uses.
2. *Are the activities requested by the applicant normally associated with the requested use?*
 - Education and recreational activities typically associated with licensed child-care center.
3. *Is the nature of the use reasonable?*
 - Shown by consistency with surrounding uses.
4. *Has any impact on the surrounding area been mitigated?*
 - Compliance with screening regulations will mitigate the impact.

Planning & Zoning Commission

Recommendation:

- Approved (6-0) with the following conditions:
 - Five-foot reduction in landscape easement on the northern boundary is acceptable.
 - Six-foot masonry screening wall is required along the northern, eastern, and southern boundaries.

Conclusion

Notices:

- Friday, March 8th

Citizen Response:

- Email in Opposition
- Letter in Opposition

Recommendation:

- Approval (Compliance with P&Z Recommendation)



THE SCHOOL HOUSE

P R O V E R B S 2 2 : 6

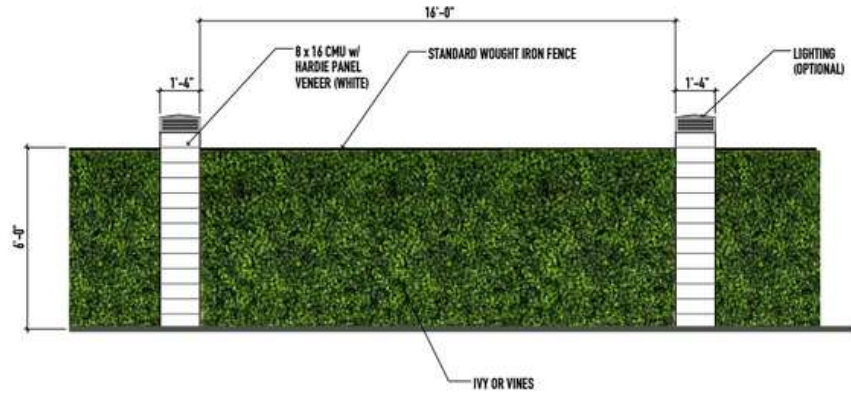
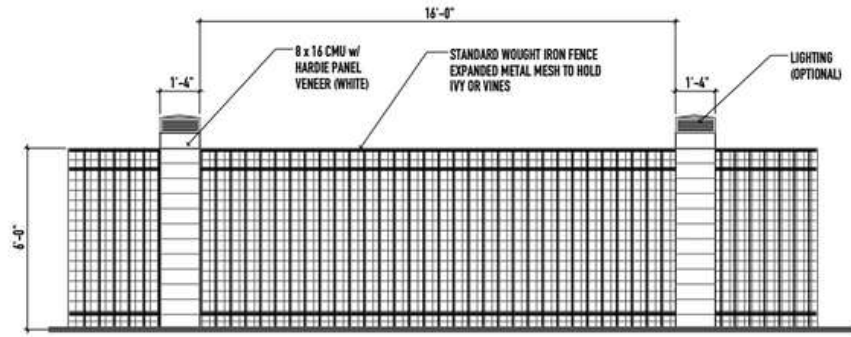












GREEN SCREEN / MASONRY FENCE

ROGERS HEALY
 ALSO ASSOCIATED REAL ESTATE
 214.418.0455
 JPH@rogershealy.com
 RogersHealy.com
 3001 Knox Street #210, Dallas, TX 75205
 CLIENT: JP Findley

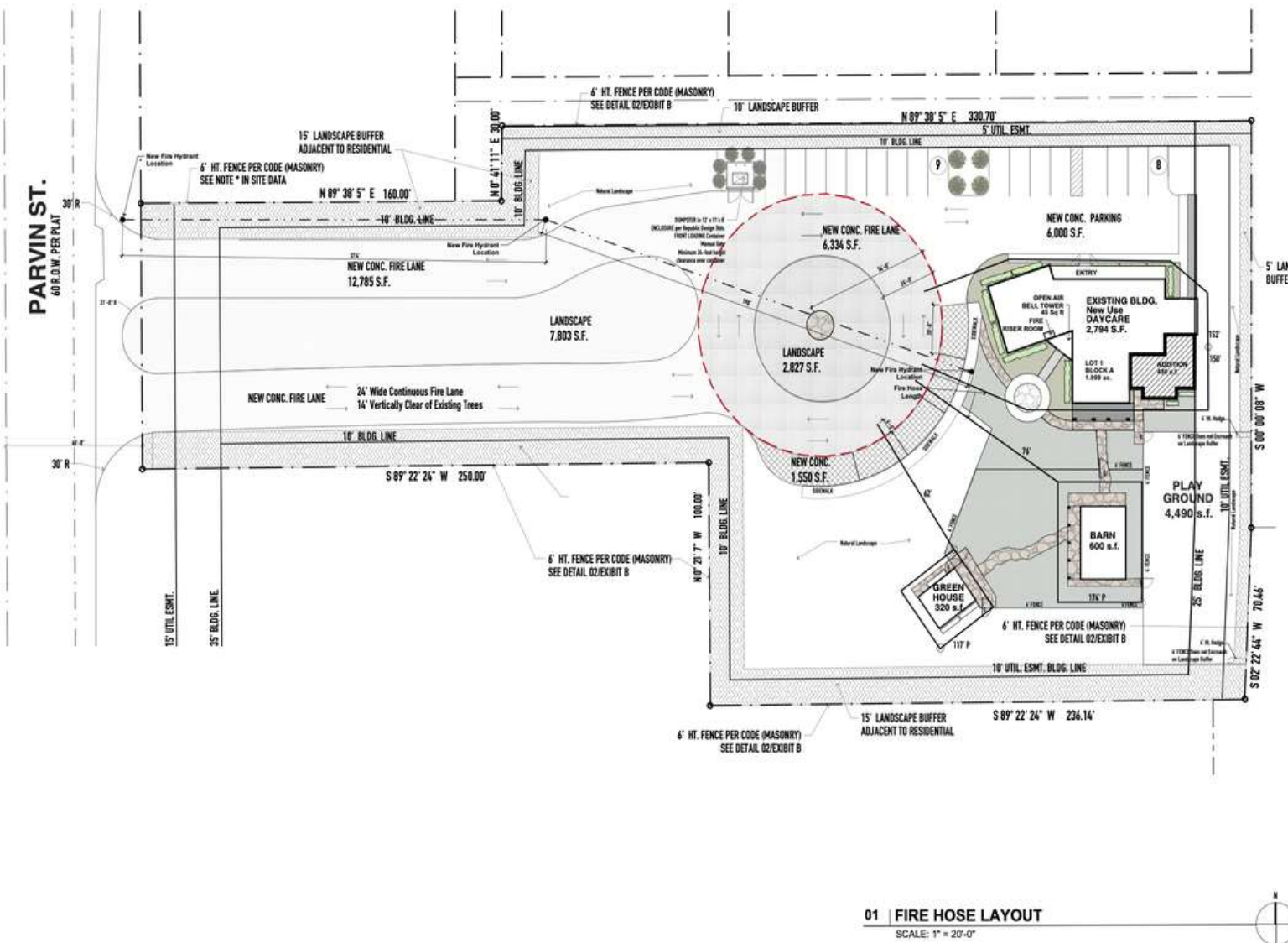
C D C
 OWNER: [REDACTED]
 ARCHITECT: [REDACTED]
 APPLICANT: Bill Oulka

ARCHITECT
 GREGORY HADZIMANIS
 03.19.2024
 404 Princeton Ln.
 Richardson, Texas 75080
 214.306.7517
 ghadzima@psh.com

THE SCHOOL HOUSE
 REMODEL:
 DAYCARE CENTER
 304 N. PARVIN ST. PROSPER, TX. 75078

Barnes Addition, BLOCK A, LOT 1
 Collin County, Tx. Vol. 2011, pg.26,
 Platt Records of Collin City, Texas.
"EXHIBIT F"
 ZONE-23-0038
 PROPOSED FENCE
 SPECIAL USE PERMIT 2.017 Acre Tract
 Located in the Town of Prosper, Texas

ISSUE:
 P & Z
 MAR. 19, 2024
 PROJECT
 NO. 232180-0



01 FIRE HOSE LAYOUT

SCALE: 1" = 20'-0"

NOTE: ALL WALK WAYS & PATHS TO BE ADA ACC
Building to be SPRINKLERED

SITE DATA

Item 14.

ZONING:
Existing: Single Family SF-15
Current Use: Residential
PROPOSED USE: Private School
FLU: Old-Town District
Zoning Change Needed: SUP

PARKING CALCULATIONS:

| # | RATIO 1:10 |
|--------------|------------------|
| Students: 40 | 6 |
| Teachers: 4 | 4 |
| Staff: 3 | 6 |
| | 16 Spaces Req'd. |
| | 17 Provided |
| | 2 Provided |

Dumpster: 12' x 11' x 8' ENCLOSURE per Republic Design Standards

AREA TABULATIONS

| | |
|--------------------|---------------------------------------|
| 12,929 S.F. | NEW CONC. FIRE ROADS |
| 6,334 S.F. | FIRE LANE ROUND-ABOUT |
| 1,550 S.F. | PARENT QUE LANE |
| 6,576 S.F. | PARKING AREA |
| 27,389 S.F. | PARKING AREA & CONC. ROADS |
| 2,794 s.f. | EXISTING BLDG. AREA |
| 430 s.f. | BUILDING ADDITION AREA |
| 3,224 s.f. | MAIN BLDG. AREA |
| 600 s.f. | BARN AREA |
| 320 s.f. | GREENHOUSE AREA |
| 4,490 s.f. | PLAYGROUND AREA |
| 4,144 s.f. | TOTAL BUILDING AREAS |

LANDSCAPE AREAS

| | |
|------------|-----------------|
| 1,386 s.f. | BLDG. LANDSCAPE |
| 1,086 s.f. | SIDEWALK |
| 1,206 s.f. | STONE PATHS |

FENCE LENGTH

| | |
|-------------|--------------------|
| 520.70 l.f. | NORTH w/ west turn |
| 856.14 l.f. | SOUTH w/ west turn |
| 237.78 l.f. | EAST |
| - | WEST |

1,614.62 l.f. TOTAL FENCE

* 8 x 16 CMU @ 17'-4" w/ HARDIE PANEL VENEER (WHITE)
16' STANDARD WROUGHT IRON FENCE BETWEEN MASONRY
w/ EXPANDED METAL MESH TO HOLD IVY OR VINES

ROGERS HEALY
ARL ASSOCIATES REAL ESTATE
214.414.9405
2000 West 10th Street
Richardson, Texas 75081
3001 Knox Street #210, Dallas, TX 75205
CLIENT: JP Finley

C D C
ARCHITECT
301 Oakley
803 Dallas

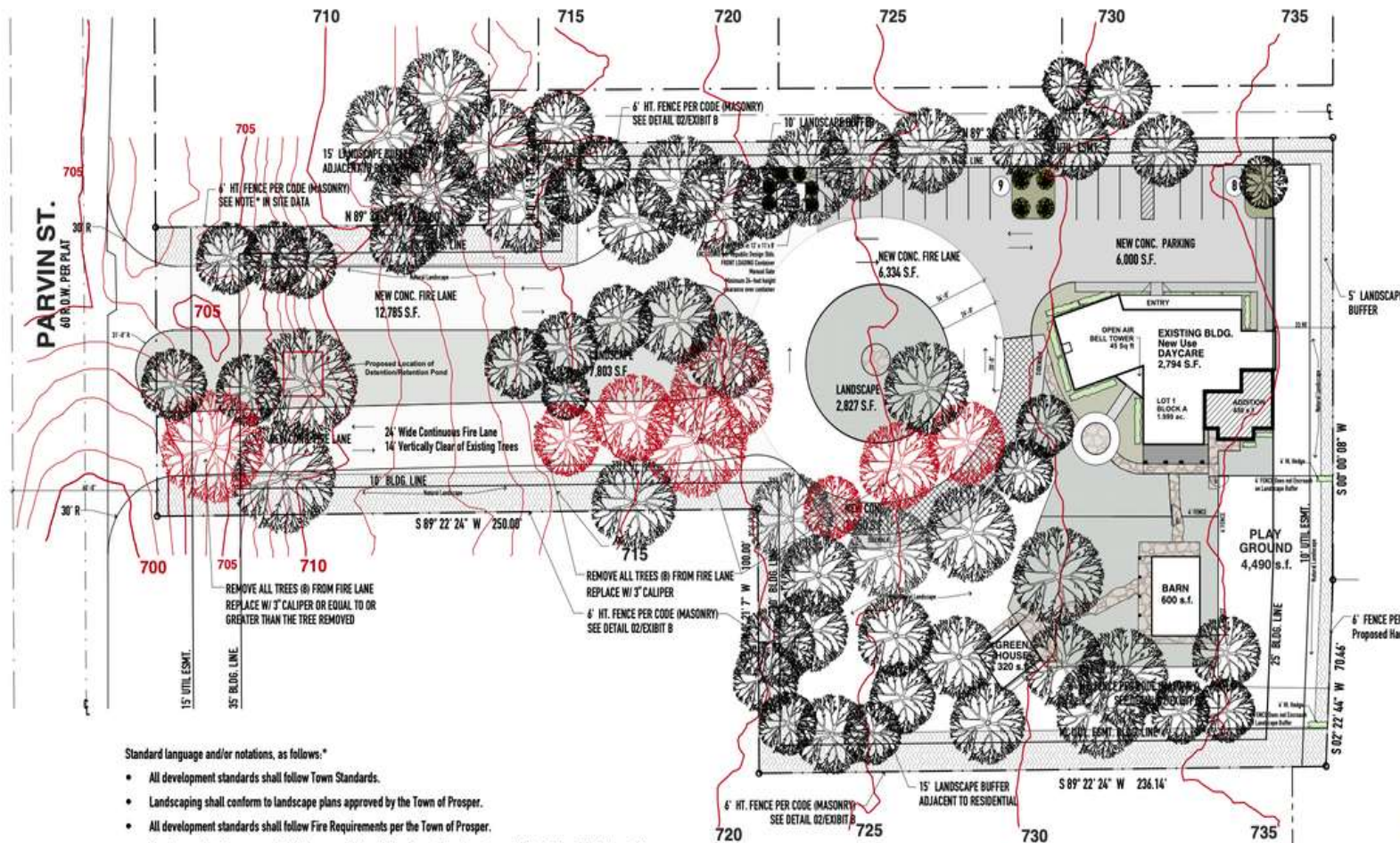
PROSPER ARCHITECT
604 Phoenician Ln.
Richardson, Texas 75081
214.808.7575

THE SCHOOL HOUSE
REMODEL:
DAYCARE CENTER

Barnes Addition, BLOCK A, LOT 1 "EXHIBIT B.2"
Collin County, Tx. Vol. 2011, pg.26, ZONE-23-0038
Platt Records of Collin City, Texas. SITE PLAN

304 N. PARVIN ST. PROSPER, TX. 75078

SPECIAL USE PERMIT 2.017 Acre Tract
Located in the Town of Prosper, Texas



AREA TABULATION

| | | |
|----------------|---|----------|
| 87,890.5 S.F. | EXISTING SITE AREA | Item 14. |
| 20,792.5 S.F. | IMPERVIOUS AREA | |
| 67,097.5 S.F. | PERVIOUS AREA | |
| 6,152 S.F. | 7% OPEN SPACE REQ'D | |
| 25,900.96 S.F. | OPEN SPACE | |
| 510 S.F. | INTERIOR LANDSCAPE AREA (PARKING ISLANDS) | |
| 5,679.77 S.F. | PROPOSED LANDSCAPE AREA | |
| 26,669 S.F. | PARKING AREA & CONC. ROADS | |

AREA & PARKING TABULATION

| | |
|----------------------------|------------------------|
| 2,794 s.f. | EXISTING BLDG. AREA |
| 430 s.f. | BUILDING ADDITION AREA |
| 600 s.f. | BARN AREA |
| 320 s.f. | GREENHOUSE AREA |
| 2,850 s.f. | PLAYGROUND AREA |
| 4,144 s.f. | TOTAL BUILDING AREA |
| RATIO 1:10 (SEE EXHIBIT B) | |
| PARKING REQUIRED | 16 |
| PARKING PROVIDED | 17 SPACES |

LANDSCAPE LEGEND

- NEW LANDSCAPE AREA - St. Augustine Grass
- EXISTING LANDSCAPE - Existing Ground Cover
- 1. GROUND COVER - Asian Jasmine
- 2. BUSHES - Wintergreen Boxwood Shrubs
- 3. LANDSCAPE EASEMENT adjacent to residential Required Plantings per Zoning Ordinance will be provided in the Landscape Area.
- 4. EXISTING TREES TO REMAIN (NONE TO BE REMOVED, EXCEPT THOSE THAT MAY IMPEDE THE ROAD WAY. ANY REMOVED TREE SHALL BE REPLACED PER CODE)
- 5. EXISTING TREES TO BE REMOVED (REPLACE W/ 3" CALIPER OR EQUAL TO OR GREATER THAN THE TREE REMOVED, AS PER CODE)

Standard language and/or notations, as follows:*

- All development standards shall follow Town Standards.
- Landscaping shall conform to landscape plans approved by the Town of Prosper.
- All development standards shall follow Fire Requirements per the Town of Prosper.
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- All signage is subject to Building Official approval.
- Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
- Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks*, and detention pond *

ROGERS HEALY
LANDSCAPE ARCHITECTS
214.418.9195
info@rogershealy.com
RogersHealy.com
3001 Nixon Street #210, Dallas, TX 75228
CLIENT: JP Finley

APPLICANT: Bill Oetika

ARCHITECT
6/19/2024

THE SCHOOL HOUSE
REMODEL:
DAYCARE CENTER
304 N. PARVIN ST. PROSPER, TX. 75078

Barnes Addition, BLOCK A, LOT 1
Collin County, Tx. Vol. 2011, pg.26,
Platt Records of Collin City, Texas.
"EXHIBIT C"
ZONE-23-0038
LANDSCAPE PLAN

ISSUE:
P & Z
MAR. 19, 2024
PROJECT
NO. 232190.01
SUP C



PERSPECTIVE ENTRY SOUTH VIEW - FROM PARKING

- Height from entry grade to upper roof ridge 26'-9"
- 2 Stories w/ Mezzanine



PERSPECTIVE EAST VIEW - FROM STREET APPROACH

MATERIALS

- All Elevations - 100% Hardi Board w/ Battens & Trim all painted white, over Existing Stucco, Except for Windows. With addition Metal Shutters and
- Composition Roof
- Low E Windows w/ Attached Divided Lites - Painted White
- Trex Decking Grey
- Steel Shutters - Painted
- Concrete Road & Parking



PERSPECTIVE WEST VIEW - FROM SCHOOL



PERSPECTIVE DUMPSTER ENCLOSURE (FENCE NOT SHOWN)



PERSPECTIVE NORTH VIEW - FROM BARN

ROGERS HEALY
AND ASSOCIATES REAL ESTATE
214.418.0415
rhealy@rogershealy.com
3001 Knox Street #210, Dallas, TX 75205
CLIENT: JF Finley

C D C
115.880.0010 / 01.975.648.6482
3840 Karama Place / Dallas, Texas 75228
Building Quality since 1992
APPLICANT: BO Dallas

GRABBEY AGMANN ARCHITECT
03.19.2024
gregory@grabbeys.com
404 Froelicher Lane
Richardson, Texas 75080
214.526.7575
ggrabbe@grabbeys.com

THE SCHOOL HOUSE
REMODEL:
DAYCARE CENTER
304 N. PARVIN ST. PROSPER, TX. 75078

Barnes Addition, BLOCK A, LOT 1
Collin County, Tx. Vol. 2011, pg.26,
Platt Records of Collin City, Texas.
"EXHIBIT D"
ZONE-23-0038
PERSPECTIVES
SPECIAL USE PERMIT 2.017 Acre Tract
Located in the Town of Prosper, Texas

ISSUE:
P & Z
MAR. 19, 2024

Page 294

PROJECT
NO. 232180.01

SUP D



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Planned Development for Downtown Mixed-Use Building

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 2. Development of Downtown as Destination

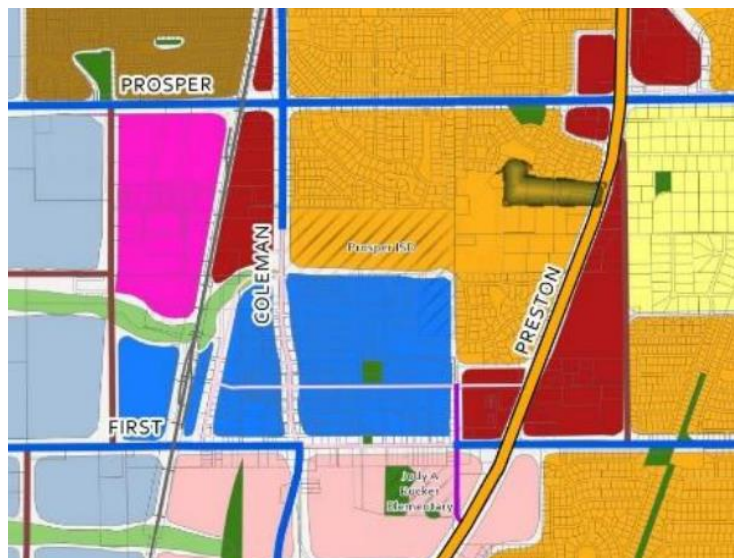
Agenda Item:

Consider and act upon a request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development–Downtown Office to allow multifamily, office, and retail uses, located on the northeast corner of Coleman Street and Sixth Street. (ZONE-23-0029)

On March 26, 2024, this item was presented to Town Council, a public hearing was held, a public hearing was closed, and after discussion this item was tabled.

Future Land Use Plan:

The Future Land Use Plan recommends the Old Town District. The proposed zoning request conforms to the Future Land Use Plan.



- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads

Zoning:

The property is zoned Single Family-15.

Thoroughfare Plan:

This property has direct access to Sixth Street.

Parks Master Plan:

The Parks Master Plan does not indicate a park is needed on the subject property.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. Staff has received one response in opposition to the proposed zoning request to date.

Attached Documents:

1. Aerial & Zoning Maps
2. Future Land Use Plan Exhibit
3. Exhibit A – Survey
4. Exhibit B – Letter of Intent
5. Exhibit C – Development Standards
6. Exhibit D – Conceptual Plan
7. Exhibit E – Development Schedule
8. Exhibit F – Elevations
9. Exhibit G – Landscape Plan
10. Email in Opposition

Description of Agenda Item:

The purpose of this request is to rezone the property from Single Family-15 to a Planned Development with a base zoning of Downtown Office. The intent of the request is to construct a two-story, mixed-use building that allows for multifamily, office, and retail uses. The first floor will consist of office and retail uses while the second floor will consist of a maximum of four multifamily units.

Compatibility:

This zoning change would not be seen as out of character with the existing neighborhood due to compatibility with the surrounding areas. There is surrounding development to the north that shares the same base zoning as the proposed development. Additionally, areas to the south and the west have zoning districts that will produce similar uses to the proposed uses in this Planned Development.

The zoning and land use of the surrounding properties are as follows:

| | Zoning | Current Land Use | Future Land Use Plan |
|-------------------------|---|-------------------------|-----------------------------|
| Subject Property | Single Family-15 | Vacant | Old Town District |
| North | Planned Development-112 (Downtown Office) | Office | Old Town District |

| | | | |
|--------------|------------------|-------------|-------------------|
| East | Single Family-15 | Residential | Old Town District |
| South | Commercial | Residential | Old Town District |
| West | Downtown Retail | Vacant | Old Town District |

Uses:

The list of permitted uses within this Planned Development is shown below.

- Administrative/Medical and Professional Office
- Art and Craft Store
- Bakery
- Bank/Savings and Loan/Credit Union (No Drive-Thru)
- Bookstore
- Boot and Shoe Sales
- Business Service
- Ceramics Store
- Clothing and Apparel Store
- Florist
- Hobby or Toy Store
- Ice Cream Shop
- Insurance Office
- Leather Store
- Minor Dry Cleaning (Drop Off Only)
- Minor Print Shop (Drop Off Only)
- Multifamily (2nd Floor Only) – Max. 4 Units
- Music Instrument Sales
- Novelty or Gift Shop
- Trophy Sales
- Similar uses, as determined by the Director of Development Services.

Parking:

The parking requirements are as follows.

- Multifamily – 2 Spaces per Unit
 - 4 Units (8 Spaces Required)
- Office – 1 Space per 350 Square Feet
 - 2,450 Square Feet (7 Spaces Required)
- Retail – 1 Space per 250 Square Feet
 - 2,450 Square Feet (10 Spaces Required)

A total of 20 spaces are being provided for this development. Of the twenty spaces, eight are allocated to multifamily use and are in enclosed garages. The remaining twelve spaces will be accessible to the public and are sufficient whether the first floor develops as office, retail, or a combination of these uses.

Landscaping:

The landscaping standards within this Planned Development in comparison to the Town’s Zoning Ordinance are shown below.

| | Proposed Landscaping (Development Standards) | Required Landscaping (Zoning Ordinance) |
|---|---|--|
| Northern Boundary (Adjacent to Commercial) | Buffer: 5’ Landscape Area Plantings: Ground cover | Buffer: 5’ Landscape Area Plantings: One ornamental tree and shrub every 15 linear feet. |
| Eastern Boundary (Adjacent to Residential) | Buffer: 5’ Landscape Area Plantings: One large tree, three-inch caliper minimum, on both landscape islands. One ornamental tree every 15 linear feet between the landscape islands. | Buffer: 5’ Landscape Area Plantings: One ornamental tree and shrub every 15 linear feet. |
| Southern Boundary (Sixth Street) | Buffer: 5’ Landscape Area Plantings: Ground cover | Buffer: 5’ Landscape Area Plantings: One ornamental tree and shrub every 15 linear feet. |
| Western Boundary (Coleman Street) | Buffer: 5’ Landscape Area Plantings: One ornamental tree every 15 linear feet. Three shrubs, five-gallon minimum, on each landscape planting area on the western property line. | Buffer: 5’ Landscape Area Plantings: One ornamental tree and shrub every 15 linear feet. |

The planting areas on the northern and southern property lines are impacted by the condensed site. Staff recommended ground cover for these buffers and appropriate landscaping adjacent to the neighboring residential property and Coleman Street. Staff has determined that adequate landscaping has been provided on the eastern and western boundaries to mitigate the landscaping provided on the northern and southern boundaries.

The following items were added to the Planned Development based on Town Council discussion on March 26, 2024.

Permitted Uses:

Beauty Shops/Salon has been removed from the list of permitted uses.

Parking:

No storage shall be permitted in enclosed garage spaces. The spaces outside of the enclosed garages shall be designated for office and retail parking only during business hours.

Fencing:

The fencing standards within this Planned Development require board-on-board fencing on the eastern property line from the alleyway to the most southern parking space. Additionally, wrought iron fencing shall be on the eastern property line from the most southern parking space to the right-of-way.

Signage:

The signage standards within this Planned Development require any signage to be limited to the Coleman Street side of the property. All signage will follow the Town's Sign Ordinance.

Architectural Standards:

The architectural standards within this Planned Development require structures on the property to be at least 90 percent masonry (clay fired brick, natural and manufactured stone, granite, marble) per elevation and limit the use of stucco to no more than ten percent per elevation. Additionally, the façade facing Coleman Street shall be designed to resemble a storefront. Lastly, all construction shall have an approved façade plan before issuance of a building permit.

Alleyway Paving:

The paving standards within this Planned Development require the developer to pave the alleyway to the north of the property prior to the commencement of construction.

Sidewalk Construction:

The sidewalk construction standards within this Planned Development require the developer to construct a temporary sidewalk from the parking area along the southern edge of the building and along Coleman Street for access to the businesses on the first floor.

Town Staff Recommendation:

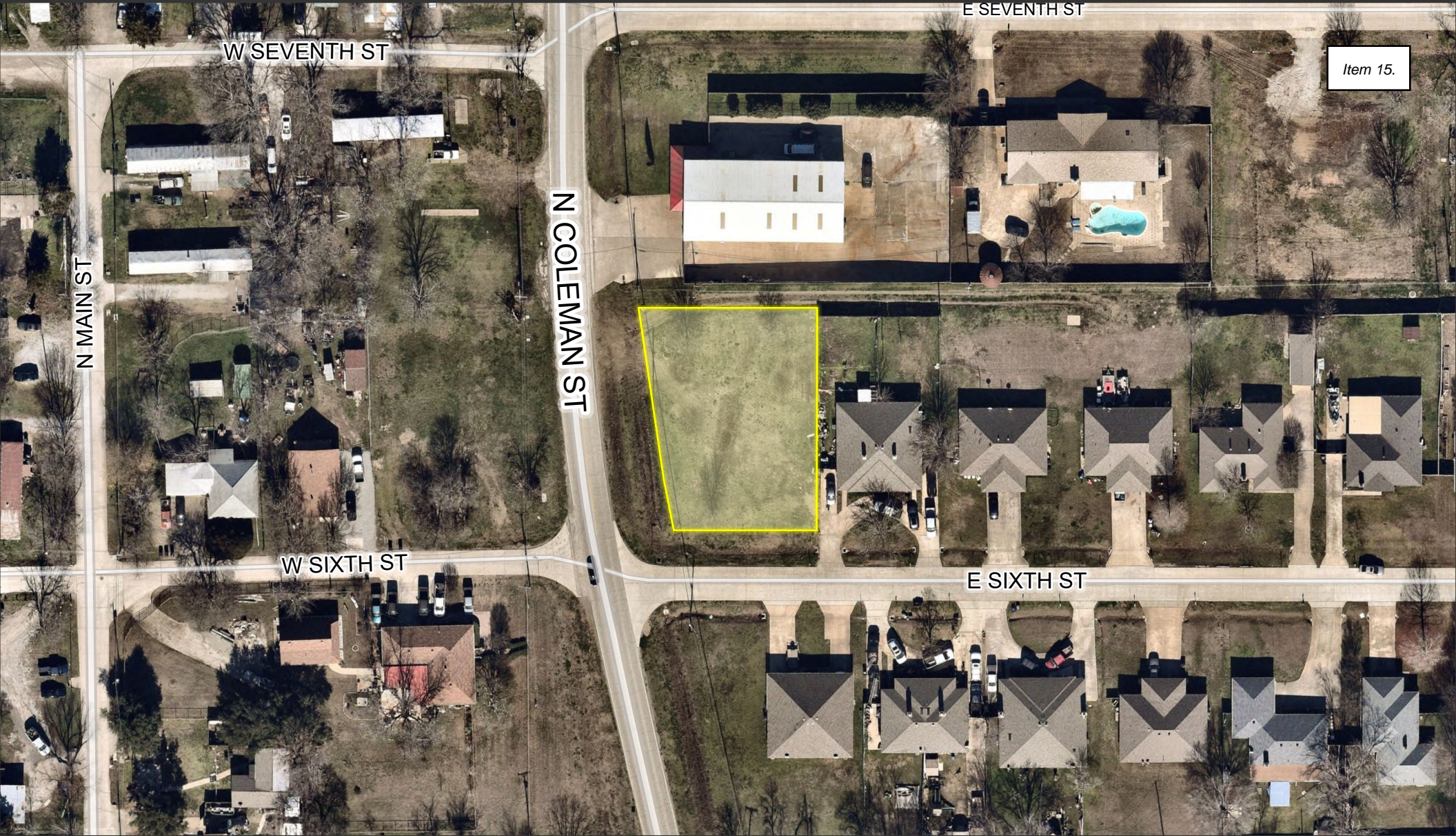
Town Staff recommends approval of this revised request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development-Downtown Office, located on the northeast corner of Coleman Street and Sixth Street.

Planning & Zoning Recommendation:

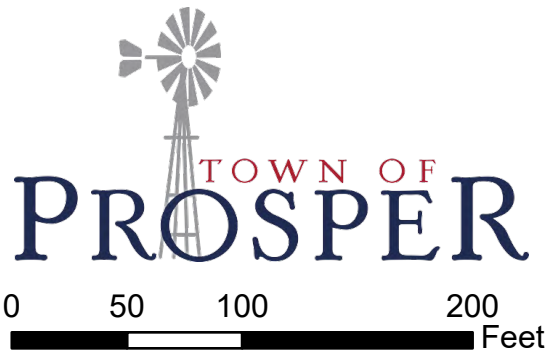
The Planning & Zoning Commission recommended approval of this item by a vote of 4-2 at their meeting on March 19, 2024. Commissioners Reeves and Blanscet voted in opposition to this item due to concerns with the multifamily component and the adjacency to residential development to the east.

Proposed Motion:

I move to approve/deny the request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development-Downtown Office, located on the northeast corner of Coleman Street and Sixth Street.

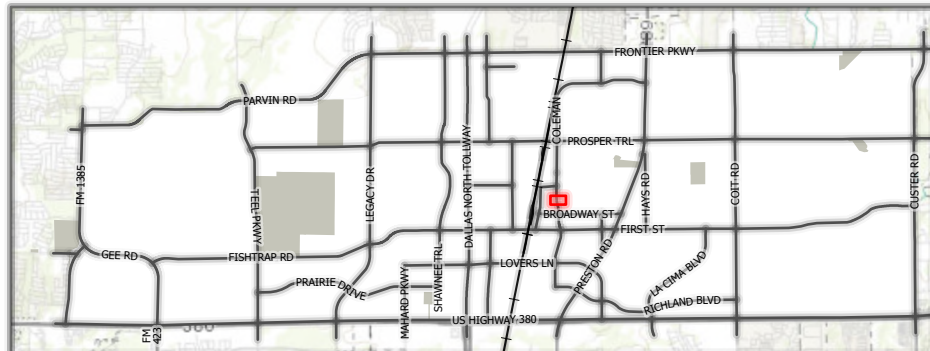
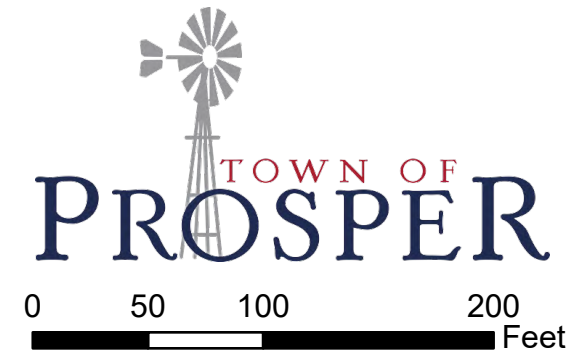
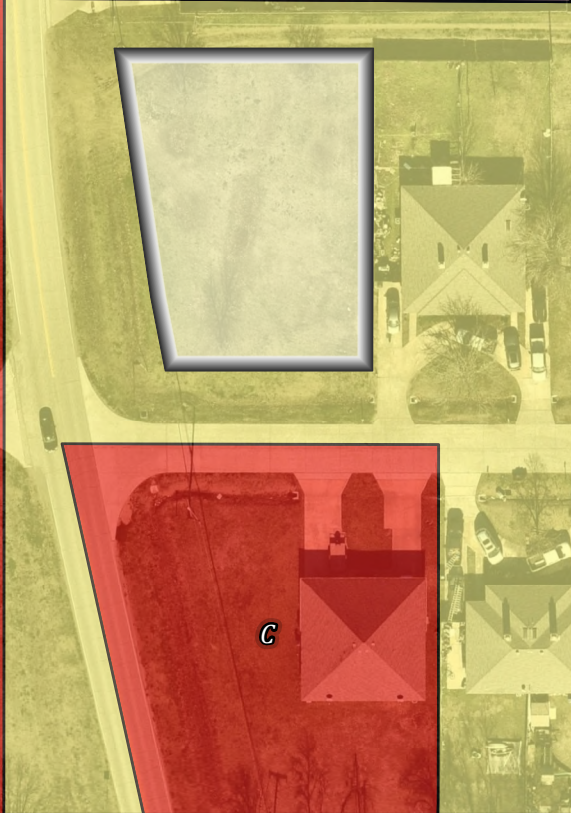
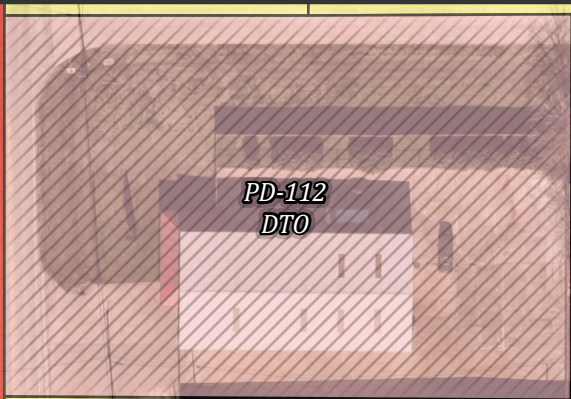


Item 15.



ZONE-23-0029

This map for illustration purposes only



This map for illustration purposes only

ZONE-23-0029

Future Land Use Plan Exhibit



- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ

- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads

SURVEY PLAT

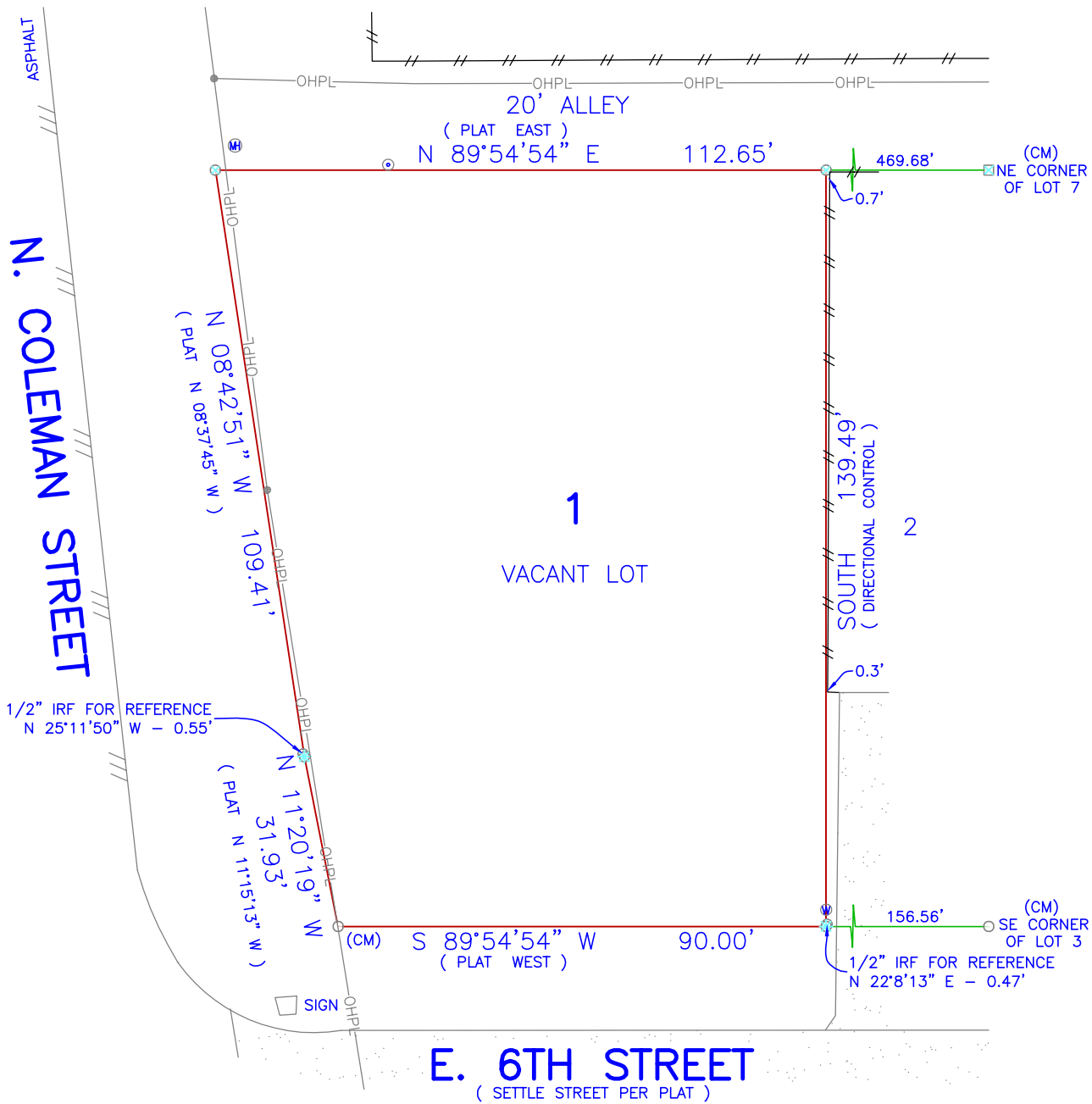
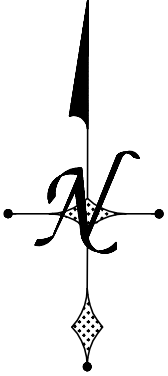


FIRM REGISTRATION NO. 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at EAST 6TH STREET in the City of PROSPER Texas.

Being Lot 1 in Block 1 of Prosper Central Addition, an Addition to the City of Prosper, Collin County, Texas, according to the Map or Plat thereof Recorded in Volume C, Page 643, of the Map Records of Collin County, Texas



PROPERTY SUBJECT TO EASEMENTS & RESTRICTIONS
Volume 1761, Page 909; Volume 1924, Page 134;
Volume 1952, Page 822; Volume 2179, Page 128

EASEMENTS RECORDED IN THE FOLLOWING VOLUME & PAGES TO THE BEST OF MY KNOWLEDGE AND BELIEF DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY.
Volume 468, Page 90; Volume 612, Page 531

ACCEPTED BY: _____



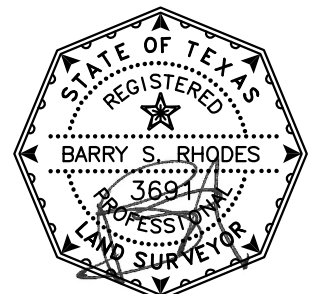
The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY LAWYERS TITLE

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.
Scale: 1" = 30'
Date: 04/05/22
G. F. No.: 1900182200773
Job no.: 202203655
Drawn by: KHD

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM.
THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR LAWYERS TITLE



| LEGEND | |
|------------|-------------------------------|
| WOOD FENCE | --- TEXT |
| CHAIN LINK | --- IMPROVEMENTS |
| IRON FENCE | --- BOUNDARY LINE |
| WIRE FENCE | --- EASEMENT SETBACK |
| | --- RESIDENCE |
| CM | - CONTROLLING MONUMENT |
| MRD | - MONUMENTS OF RECORD DIGNITY |
| ○ | 1/2" IRON ROD FOUND |
| ○ | 1/2" IRON ROD SET |
| ○ | 3/8" IRON ROD FOUND |
| ○ | 5/8" IRON ROD FOUND |
| ○ | POINT FOR CORNER |
| ○ | CABLE |
| ○ | CLEAN OUT |
| ○ | GAS METER |
| ○ | FIRE HYDRANT |
| ○ | LIGHT POLE |
| ○ | MANHOLE |
| ○ | ELECTRIC |
| ○ | PE - POOL EQUIP |
| ○ | POWER POLE |
| ○ | TELEPHONE |
| ○ | WATER METER |
| ○ | WATER VALVE |
| () | (UNLESS OTHERWISE NOTED) |



Letter of Intent for 0 E 6th, Prosper TX, 75078

Developer: Imagine Mind Builders. 130 N. Preston Rd, suite 100-414, Prosper Tx 75078.

To: City of Prosper

Imagine mind builders is looking to develop a piece of vacant lot at the corner of Coleman and 6th street, Prosper TX. PROSPER CENTRAL ADDITION (CPR) BLK 1 LOT 1. The proposed use will conform with the city's future plan and design for Coleman Rd. The project will be a 2 story building with style similar to existing buildings around Coleman and city center.

The first floor facing (West) on Coleman st will be designated for office lease use with access from 6th Street and Alley will be paved exit. The 2nd floor will be residential studios. There will be 8 residential garages at the rear(East) to service the studio units with access from 6th street

Adequate consideration will be given to ensure privacy for property on east side and a privacy fence will be erected on the east side along the property line.

The plan will include Paving Alley next to the property(with city approval)

Highlights;

Lot is approximately .380 Acres

2450 sf of office space

3300 sf of residential studios

8 Residential parking

13 parking spaces for office leasing

1 Disability parking.

Total of 21 parking spaces for the project.

Design will confirm with city architectural design for the area.

Thank you in advance for your consideration.

Mo Adepoju

Imagine Mind builders

469 715 2581

Exhibit “C”
Development Standards

This tract shall develop under the regulation of the Downtown Office (DTO) District as outlined in the Town’s Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses

1.1 The permitted land uses within this Planned Development District are as follows:

- Administrative/Medical and Professional Office
- Art and Craft Store
- Bakery
- Bank/Savings and Loan/Credit Union (No Drive-Thru)
- Bookstore
- Boot and Shoe Sales
- Business Service
- Ceramics Store
- Clothing and Apparel Store
- Florist
- Hobby or Toy Store
- Ice Cream Shop
- Insurance Office
- Leather Store
- Minor Dry Cleaning (Drop Off Only)
- Minor Print Shop (Drop Off Only)
- Multi-Family (2nd Floor Only) – Max. 4 Units
- Music Instrument Sales
- Novelty or Gift Shop
- Trophy Sales

1.2 Any similar uses as determined by the Director of Development Services.

2.0 Parking Areas

2.1 The parking area standards within this Planned Development District are as follows:

- Parking stalls along the eastern property line shall be designated for office and retail parking only during business hours.
- No storage shall be permitted in multifamily parking.

3.0 Landscaping

3.1 The landscaping requirements within this Planned Development District are as follows:

- 5' landscaping buffer around the northern, eastern, southern, and western property lines.
- One large tree, three-inch caliper minimum, on landscaped islands on eastern property line.
- One ornamental tree every 15 linear feet on eastern property line between landscape islands.
- One ornamental tree on each end of western property line.
- Three shrubs, five-gallon minimum, on each landscape planting area on the western property line.

4.0 Fencing

4.1 The fencing standards within this Planned Development District are as follows:

- Board-on-board fencing on the eastern property line from the alley to most southern parking stall.
- Wrought iron fencing on the eastern property line from the most southern parking stall to the right-of-way.

5.0 Signage

5.1 The signage standards within this Planned Development District are as follows:

- Any signage shall be limited to the Coleman Street side of the property.
- Any lighted signage shall be consistent with the Town's Sign Ordinance.

6.0 Architectural Standards

6.1 The architectural standards within this Planned Development District are as follows:

- Any structure built on the property shall comply with the elevations and building materials reflected on the Façade Plan, attached hereto as Exhibit B.
- The Coleman Street façade shall be constructed in substantial compliance with the Coleman Street Façade Plan, attached hereto as Exhibit D.
- The use of masonry shall be at least ninety percent (90%) of the exterior surface of any structure constructed on the property per elevation.
- The use of stucco shall be limited to no more than ten percent (10%) of the exterior surface of any structure constructed on the property per elevation.
- All construction shall have an approved façade plan before issuance of a building permit.

7.0 Alleyway Paving

7.1 The paving standards within this Planned Development District are as follows:

- The developer shall pave the alleyway to the north of the property prior to commencement of construction.

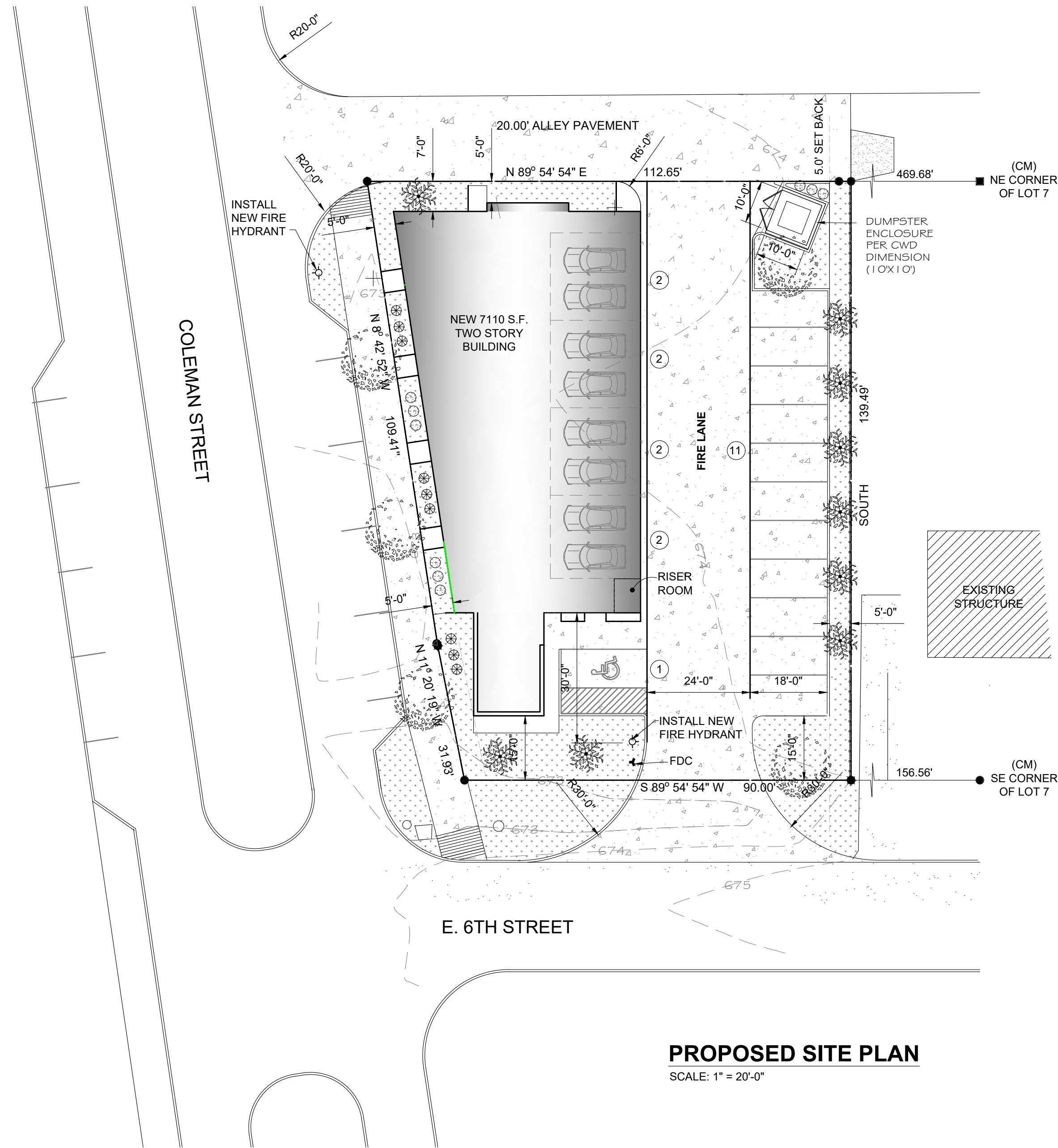
8.0 Sidewalk Construction

8.1 The sidewalk construction standards within this Planned Development District are as follows:

- The developer shall construct a temporary sidewalk from the parking area along the southern edge of the building and along Coleman Street for access to the businesses on the first floor.

20 10 0 20 40

SCALE: 1"= 20'-0"



PROPOSED SITE PLAN
SCALE: 1" = 20'-0"

ZONING
EXISTING ZONING SINGLE FAMILY-15 (SF-15)
PROPOSED ZONING PLANNED DEVELOPMENT (DOWN TOWN OFFICE)

BUILDING
TOTAL NEW BUILDING AREA 7110 SQ.FT.

PROPOSED USE
1ST FLOOR: 2450 SQ.FT. RETAIL/OFFICE
2ND FLOOR: 4660 SQ.FT. RESIDENTIAL 4- 2 BED ROOM UNITS

BUILDING CONSTRUCTION WOOD FRAME W/ BRICK VENEER
BUILDING HEIGHT 30'-0" (TWO STORY)

PARKING
RETAIL/OFFICE PARKING: 2450/250 = 10 SPACES
RETAIL PARKING PROVIDED 12
ACCESSIBLE PARKING 1 SPACES (INCLUDED)

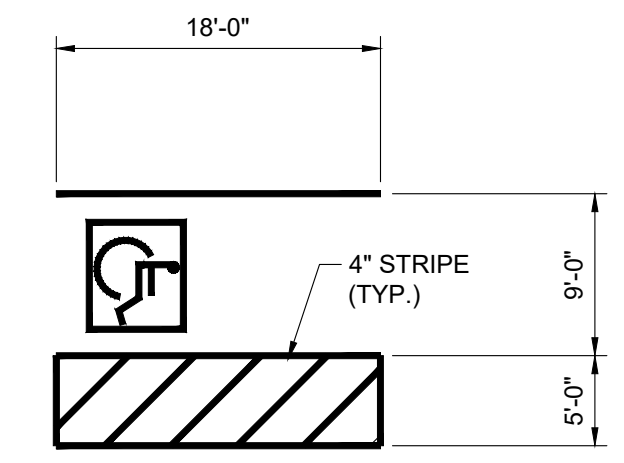
RESIDENTIAL PARKING: 2 x 4 UNITS = 8 SPACES
RESIDENTIAL PARKING PROVIDED 8

LEGEND

- FH NEW FIRE HYDRANT
- GM GAS METER
- GUY GUY WIRE
- HP HIGH MASS LIGHT POLE
- LP LIGHT POLE
- PP POWER POLE
- SSMH SANITARY SEWER MANHOLE
- TPED TELEPHONE PEDESTAL
- TS TRAFFIC SIGN
- SS SANITARY SEWER
- CO CLEAN OUT
- WM WATER METER
- GRASS
- CONCRETE
- TRAFFIC DIRECTION
- PAVEMENT SLOPE
- OVERHEAD POWER LINE
- PROPERTY LINE
- CHAIN LINK FENCE
- METAL PRIVACY FENCE
- WOODEN FENCE
- GAS GAS LINE
- EXISTING TREE
- NEW SHADE TREE
- NEW ORNAMENTAL TREE
- NEW SHRUB

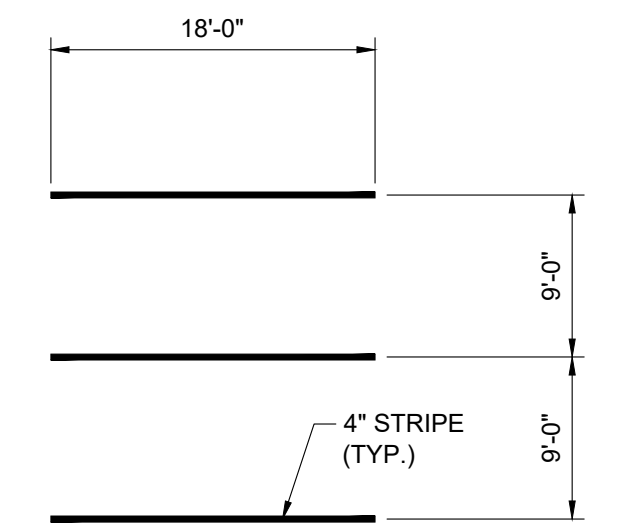


LOCATION MAP
NOT TO SCALE



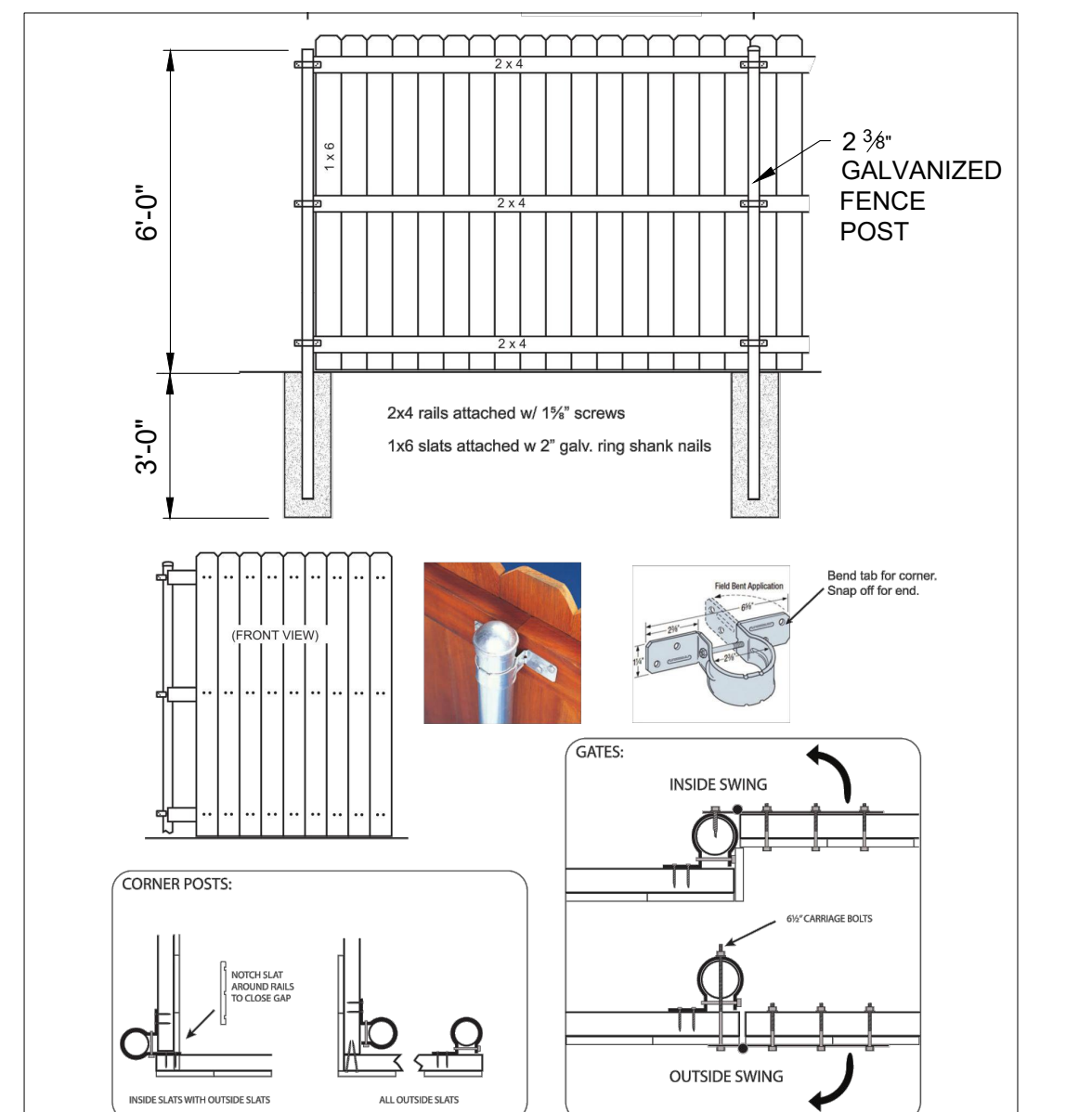
ACCESSIBLE PARKING STRIPE DETAIL

SCALE: 3/32"= 1'-0"

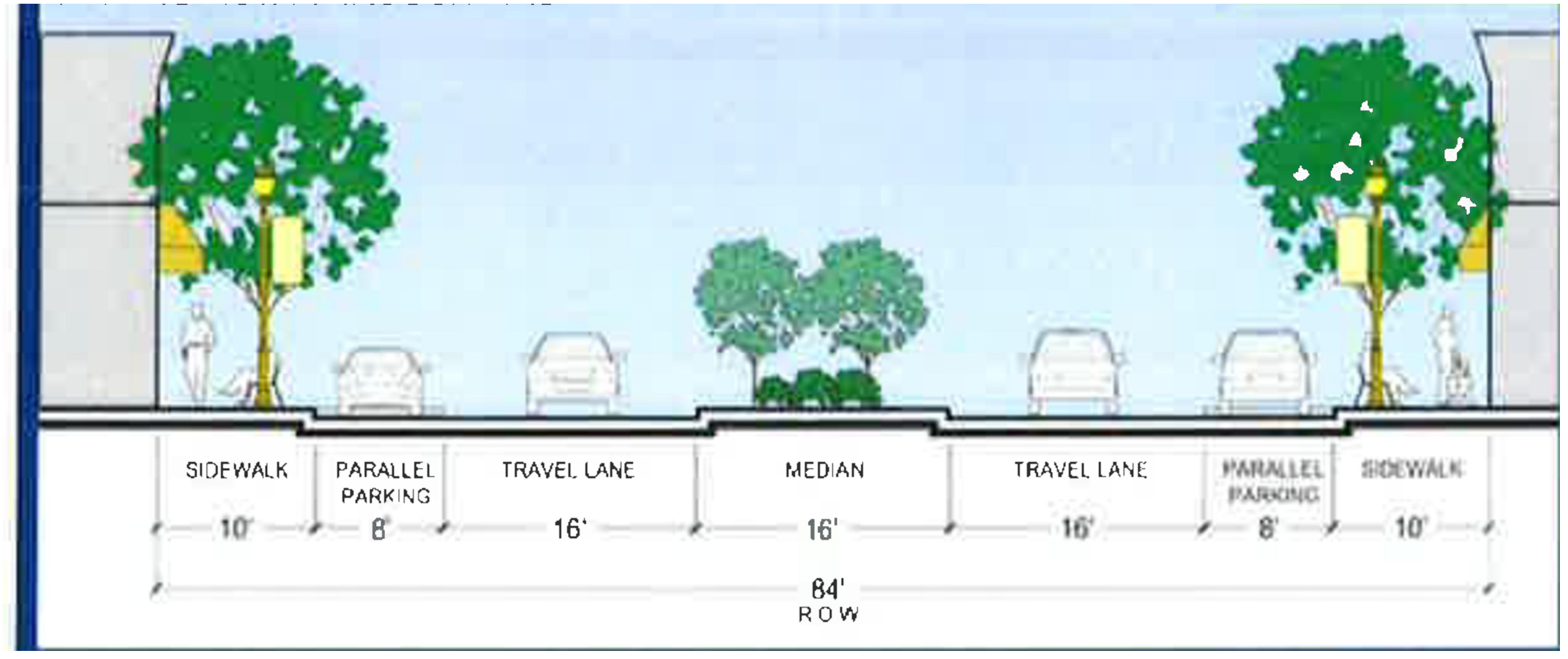


PARKING STRIPE DETAIL

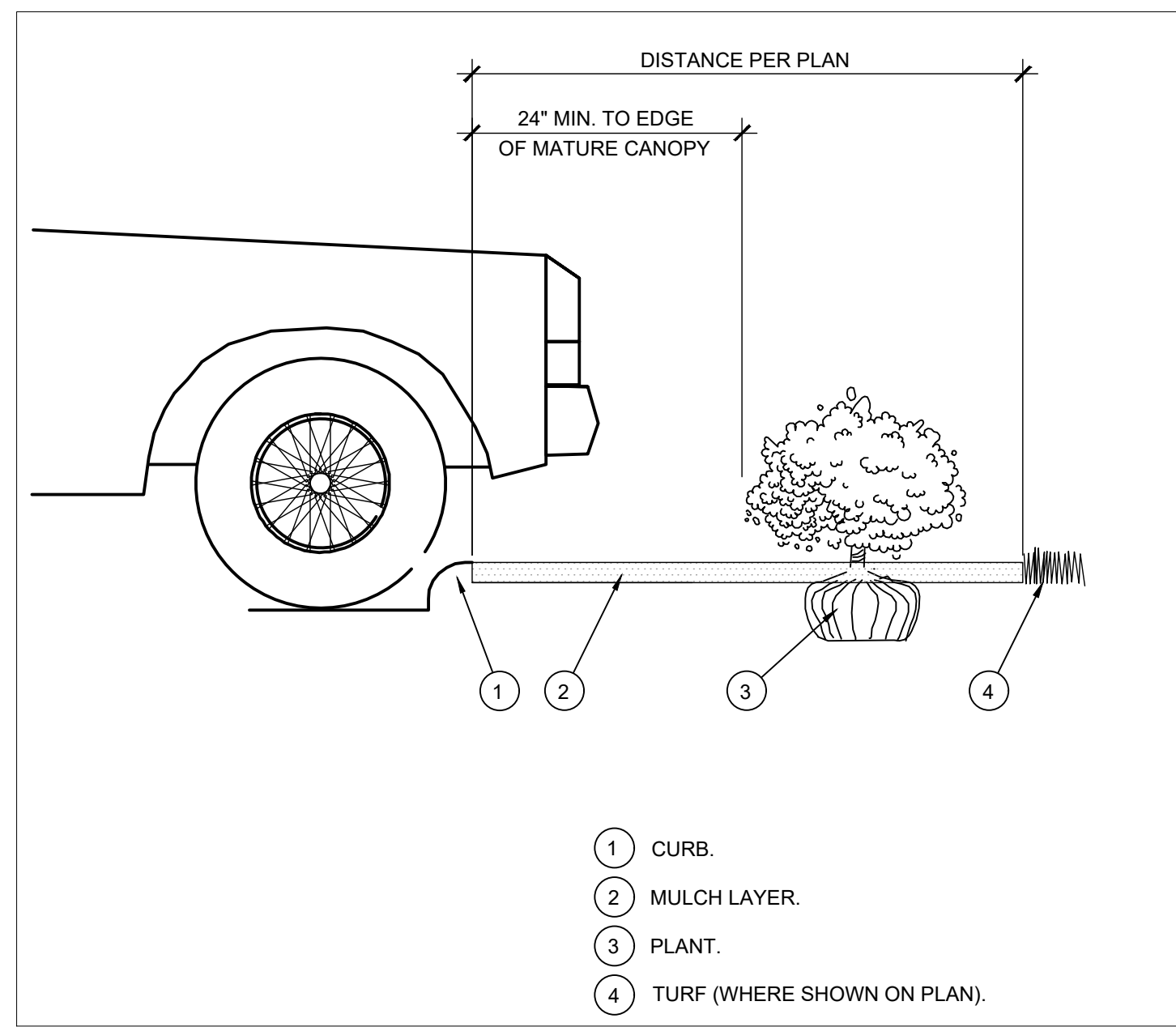
SCALE: 3/32"= 1'-0"



WOOD SCREENING FENCE DETAILS
NOT TO SCALE

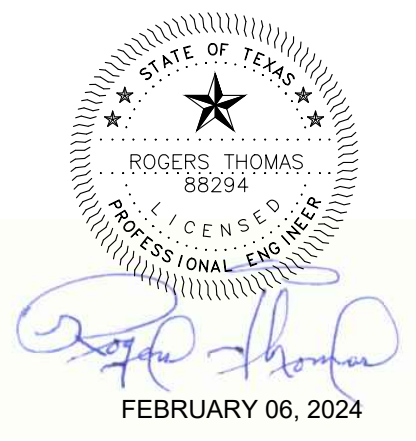


NORTH COLEMAN BUILD OUT SECTION
NOT TO SCALE



PARKING SPACE OVERHANG
NOT TO SCALE

NOTE
THIS DOCUMENT HAS BEEN PREPARED IN PART BASED UPON BOUNDARY TOPOGRAPHIC, EXISTING UTILITIES, ELEVATIONS OVERALL SITE LAYOUT INCLUDING BUILDING LOCATION, PAVING LAYOUT, PARKING LAYOUT, BUFFER ZONES, EASEMENTS AND OTHER SURVEYING INFORMATION PROVIDED BY OTHERS AND THE SURVEYS AND SITE LAYOUT WERE PERFORMED BY OTHERS. THE DESIGN PROFESSIONAL CAN NOT ASSURE THE ACCURACY OF THIS INFORMATION PROVIDED BY OTHERS AND THIS IS NOT RESPONSIBLE FOR THE ACCURACY OR ANY ERRORS AND OR OMISSIONS THAT MAY HAVE BEEN INCORPORATED INTO IT. THOSE RELYING ON THIS INFORMATION FOR BIDDING AND CONSTRUCTION PURPOSES, YOU ARE ADVISED TO OBTAIN INDEPENDENT FIELD VERIFICATION OF THE INFORMATION ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.



| | | |
|---|---|---------------|
| EXHIBIT D: CONCEPTUAL PLAN PROSPER CENTRAL ADDITION BLOCK 1, LOT 1 ZONE-23-0029 | | |
| DATE | REVISION | BY |
| PROPOSED SITE PLAN | | |
| EAST 6TH STREET MIXED USE FACILITY N COLEMAN & E. 6TH STREETS PROSPER, TEXAS 75078 | | |
| THOMAS DESIGN TECHNOLOGIES ENGINEERS DESIGNERS PROJECT MANAGERS 1312 RABBIT RIDGE CEDAR HILL, TEXAS 75104 PHONE: (972) 672-8927 EMAIL: rthomas3710@att.net TBPE FIRM REGISTRATION NO. F-6086 | | |
| DESIGNED BY: THOMAS DESIGN TECH | CONTRACT NUMBER: 23-036 | SHEET NO. C-2 |
| DRAWN BY: THOMAS DESIGN TECH | FILE NAME: E 6th Street Mixed Use Civil Plans.Dwg | TOTAL SHEETS |
| REVIEWED BY: OWNER | PLOT SCALE: AS NOTED | |
| DATE: FEBRUARY 06, 2024 | | |

Exhibit E - 0 E 6th Street Development Schedule

Below is an anticipated project schedule for the proposed 0 E. 6th Street Development Schedule in accordance with the submittal checklist. This schedule is conceptual and subject to change based on permitting/entitlements. Once obtained, then the permitting approvals will start with the Town.

Zoning Submittal to Town — November 2023

Zoning Approval from Town — To be determined

Final Site Plan Submittal to Town - To be determined

Final Site Plan Approval from Town — To be determined

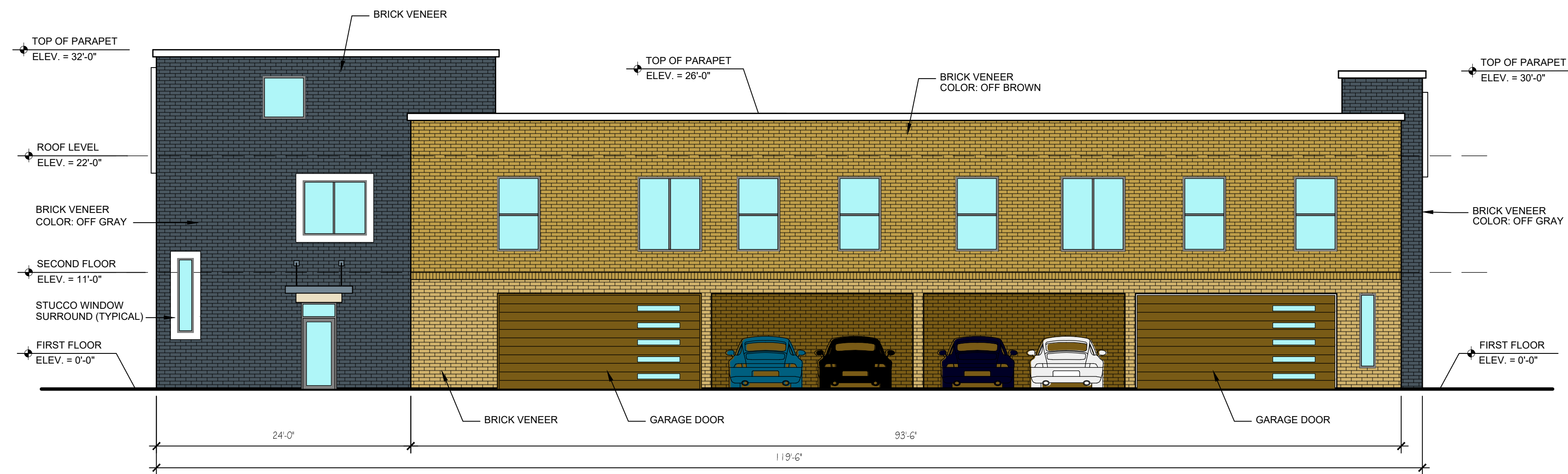
Submit Building Permit - To be determined.

Final Engineering Approval from Town - To be determined

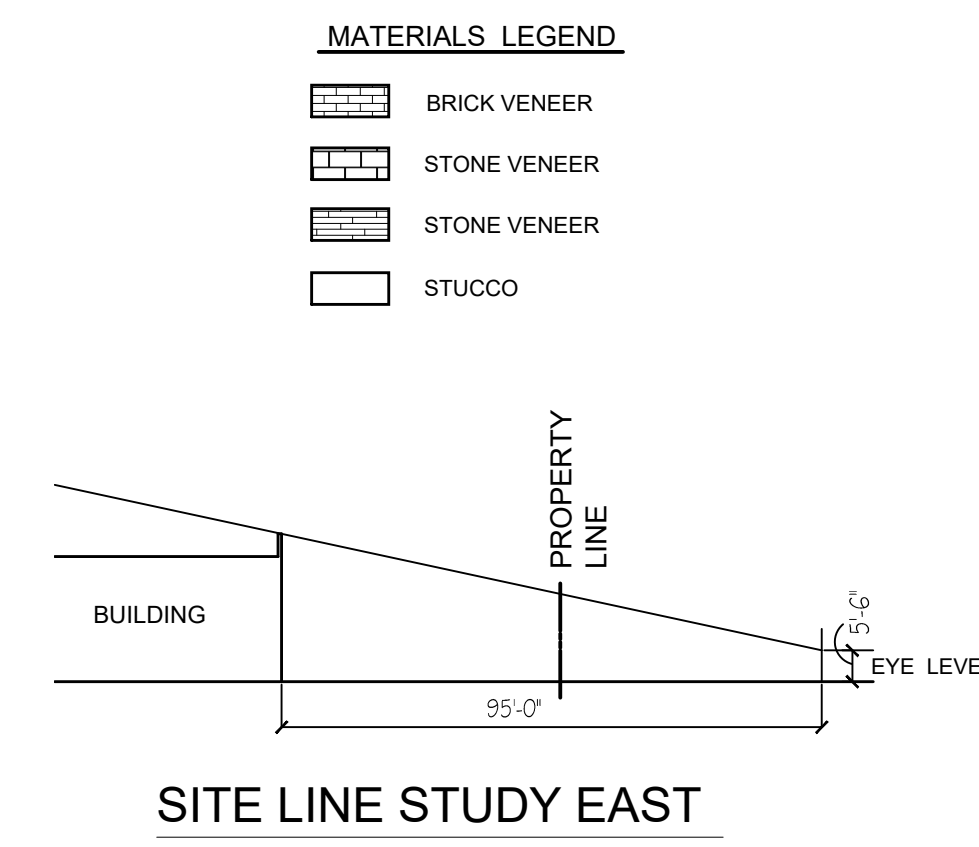
Building Permit Issuance — To be determined

Start Construction — To be determined

Construction Complete — To be determined



1 REAR (EAST) ELEVATION
 A2 SCALE: 1/8"=1'-0"

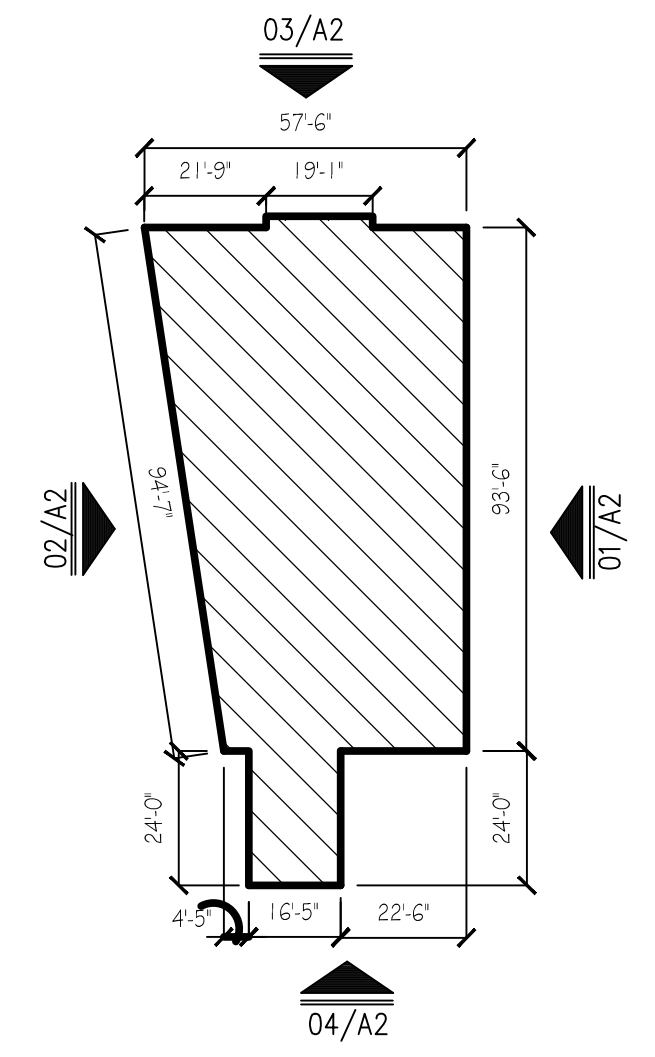


- NOTES:**
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
 - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
 - WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
 - ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE PRE-APPROVAL BY THE TOWN OF PROSPER.

| BUILDING 1 - MATERIALS CALCULATION | | | | |
|--|--|--|---|---|
| ELEVATION | | | | |
| DESCRIPTION | NORTH | SOUTH | EAST | WEST |
| TOTAL SURFACE AREA | 1458 SF | 1213 SF | 3324 SF | 3324 SF |
| TOTAL SURFACE AREA MINUS GLAZING | 1375 SF | 1117 SF | 2884 SF | 2597 SF |
| MATERIALS, SQUARE FOOTAGE & PERCENTAGE | BRICK = (1099 SF = 80%) STONE = (161 SF = 11.7%) CERAMIC TILE PLANK = (38 SF = 2.8%) STUCCO = (35 SF = 2.5%) METALS = (42 SF = 3%) | BRICK = (1005 SF = 90%) STONE = (46 SF = 4%) CERAMIC TILE PLANK = (66 SF = 6%) | BRICK = (2854 SF = 99%) STONE = (0 SF = 0%) CERAMIC TILE PLANK = (333 SF = 1%) STUCCO = (58 SF = 2%) | BRICK = (1436 SF = 55%) STONE = (770 SF = 30%) CERAMIC TILE PLANK = (333 SF = 13%) STUCCO = (58 SF = 2%) |
| GLAZING AREA | GLAZING = 83 SF | GLAZING = 96 SF | GLAZING = 440 SF | GLAZING = 727 SF |



2 FRONT (WEST) COLEMAN ST. ELEVATION
 A2 SCALE: 1/8"=1'-0"



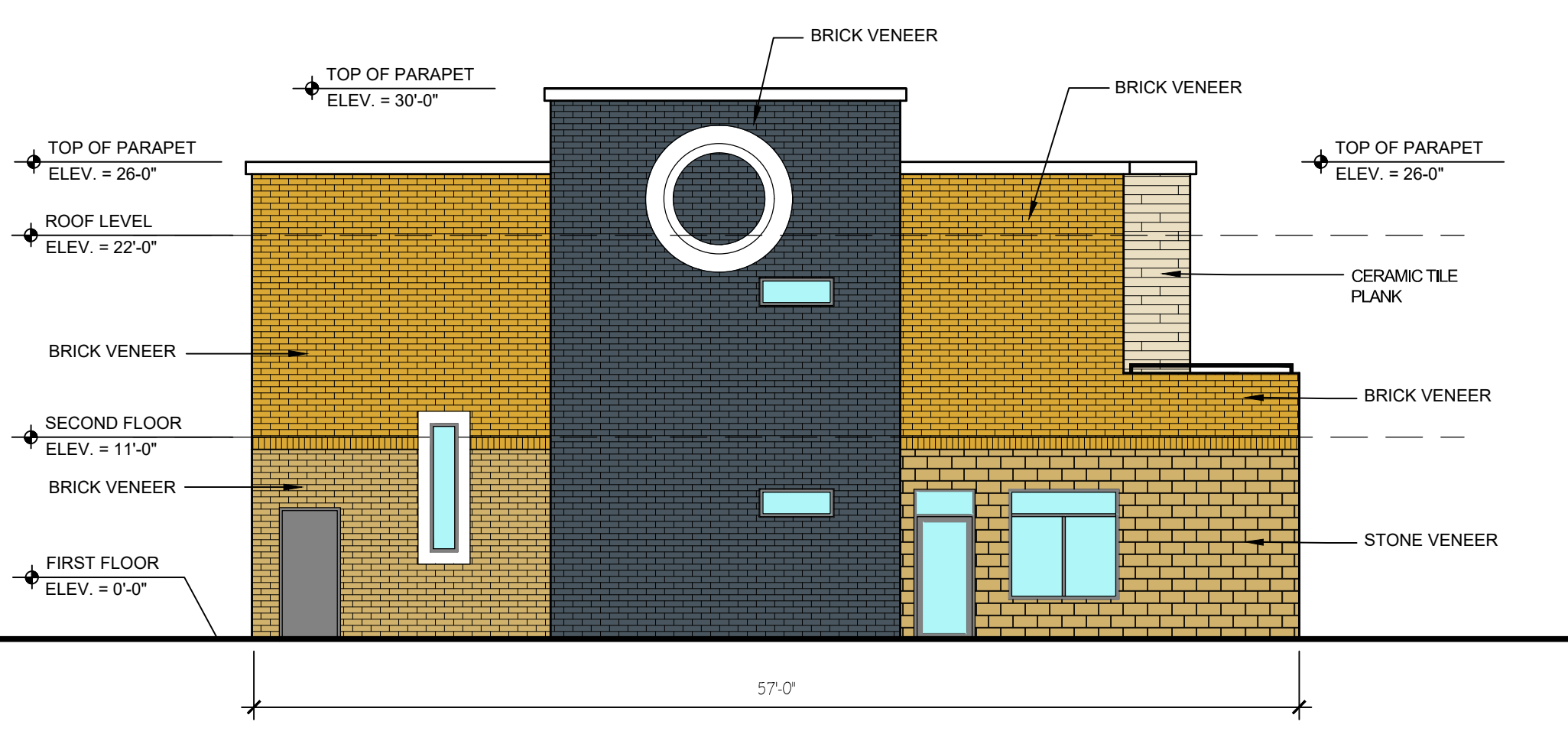
5 KEY PLAN
 A2 SCALE: N.T.S.

PRELIMINARY FACADE PLAN
 CITY PROJECT NO.
 NORTH COLEMAN AND EAST 6TH STREET
 BLOCK 1, LOT 1, PROSPER CENTRAL ADDITION
 CITY OF PROSPER, COLLIN COUNTY, TEXAS

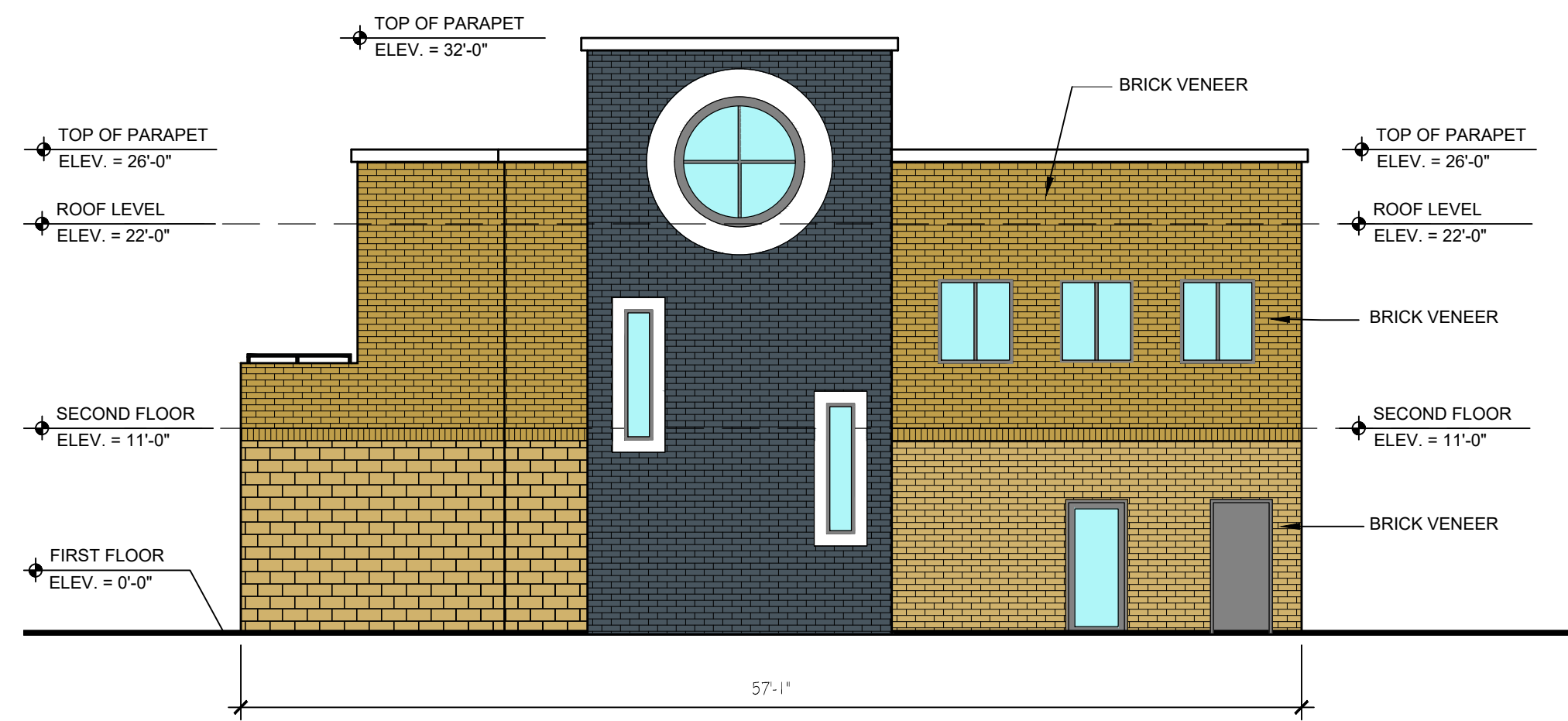
OWNER:
 MOSUNMADE ADEPOJU
 0 E 6TH, LLC, 130 N. PRESTON ROAD, PROSPER,
 TEXAS 75078. PH: (312) 810-8111
 EMAIL: mo@imaginemb.com

APPLICANT:
 DAVID WILSON
 R.T. CHANG ARCHITECTS, INC.
 5834 WINDMIER LANE, DALLAS, TEXAS 75252
 PH: (972) 900-6068
 EMAIL: kojowilson@yahoo.com

ARCHITECT:
 R.T. CHANG ARCHITECTS, INC.
 5834 WINDMIER LANE, DALLAS, TEXAS 75252
 PH: (214) 663-4735
 EMAIL: rtcarch@gmail.com



3 LEFT (NORTH) ELEVATION
 A2 SCALE: 1/8"=1'-0"



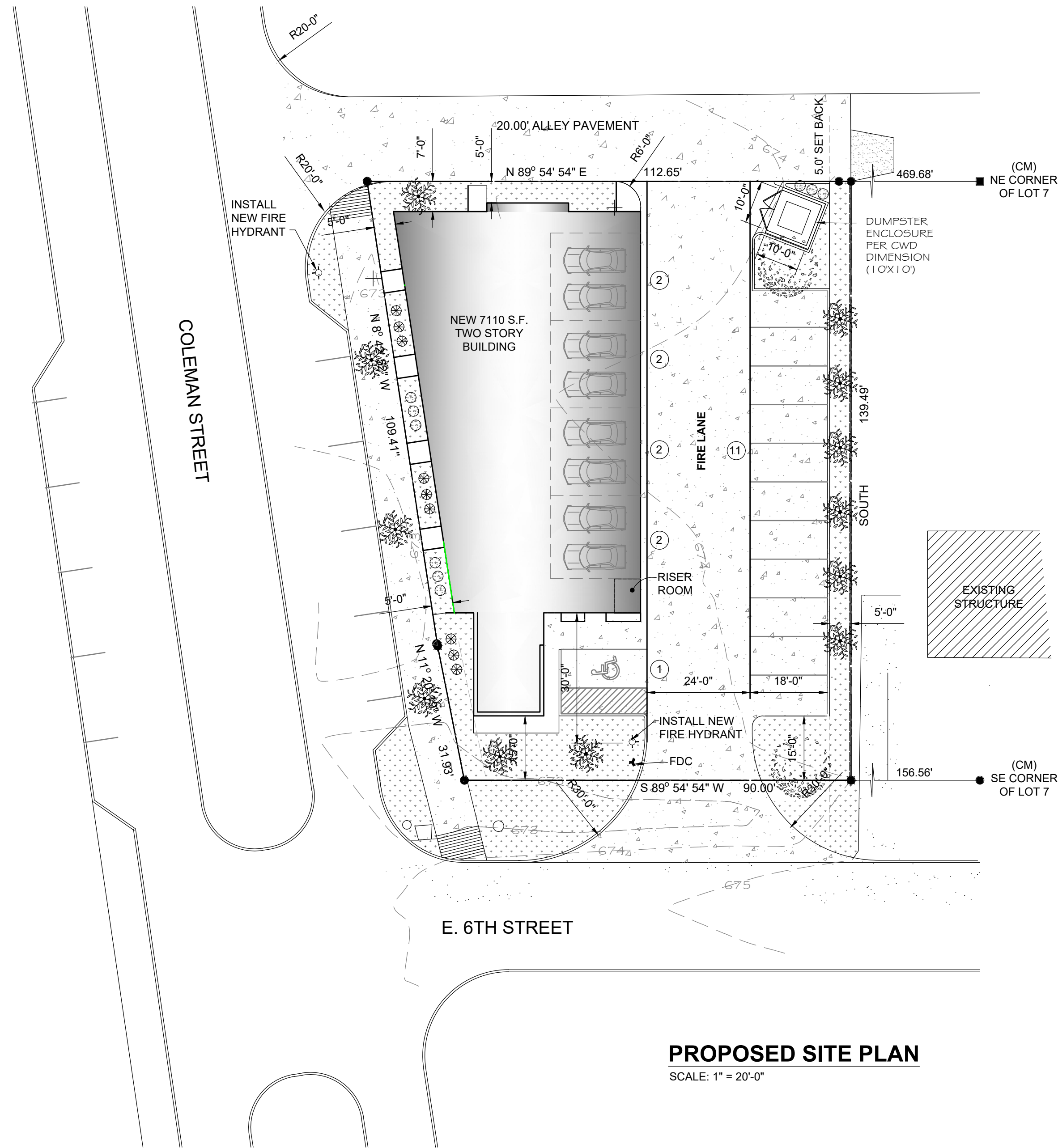
4 RIGHT (SOUTH) ELEVATION
 A2 SCALE: 1/8"=1'-0"



SCALE: 1"= 20'-0"



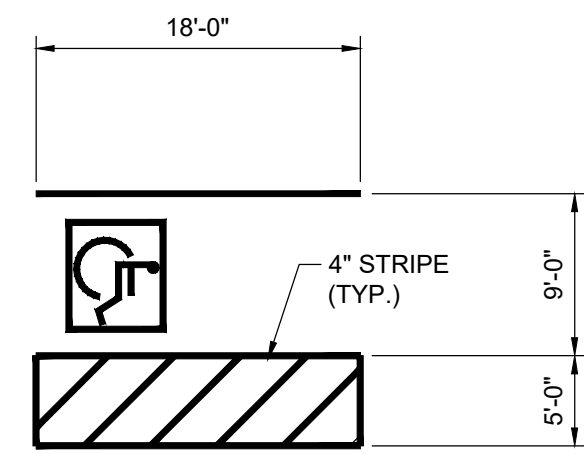
NORTH



ZONING
EXISTING ZONING: SINGLE FAMILY-15 (SF-15)
PROPOSED ZONING: PLANNED DEVELOPMENT (DOWN TOWN OFFICE)

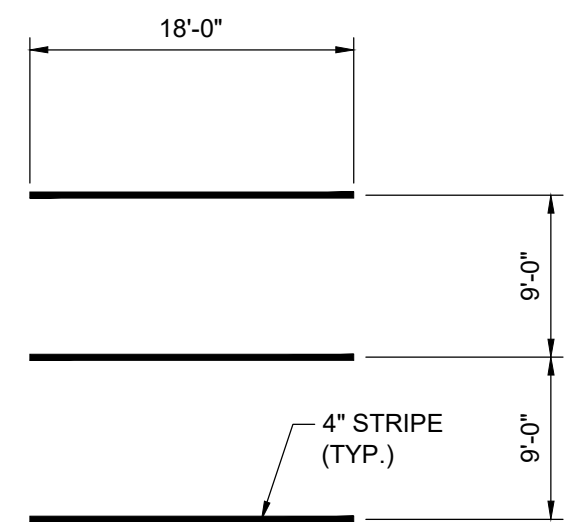
BUILDING
TOTAL NEW BUILDING AREA: 7110 SQ.FT.
PROPOSED USE:
1ST FLOOR: 2450 SQ.FT. RETAIL/OFFICE
2ND FLOOR: 4660 SQ.FT. RESIDENTIAL 4- 2 BED ROOM UNITS
BUILDING CONSTRUCTION: WOOD FRAME W/ BRICK VENEER
BUILDING HEIGHT: 30'-0" (TWO STORY)

PARKING
RETAIL/OFFICE PARKING: 2450/250 = 10 SPACES
RETAIL PARKING PROVIDED: 12
ACCESSIBLE PARKING 1 SPACES (INCLUDED)
RESIDENTIAL PARKING: 2 x 4 UNITS = 8 SPACES
RESIDENTIAL PARKING PROVIDED: 8



ACCESSIBLE PARKING STRIPE DETAIL

SCALE: 3/32"= 1'-0"

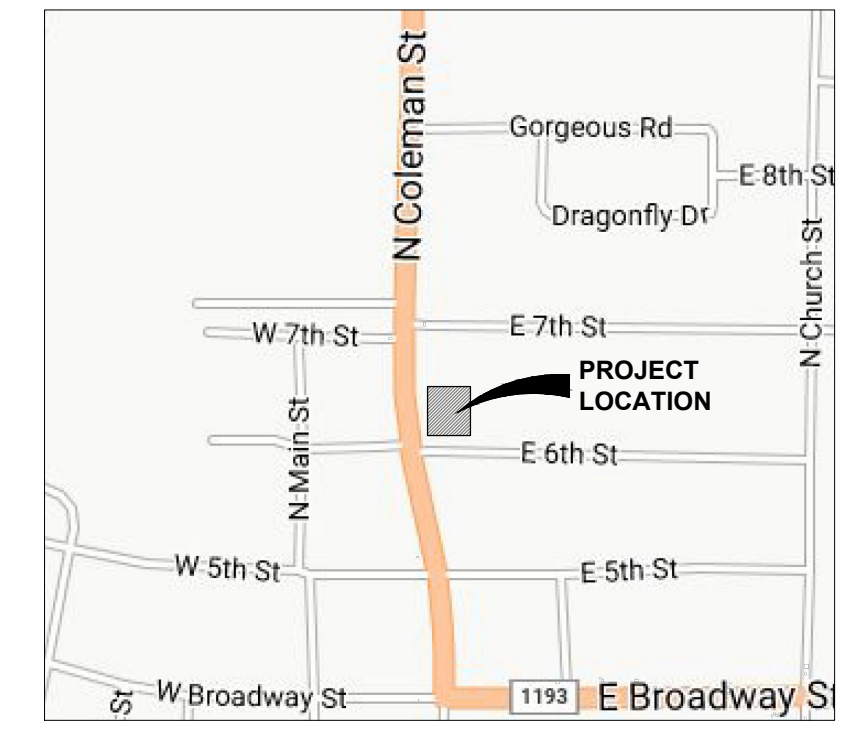


PARKING STRIPE DETAIL

SCALE: 3/32"= 1'-0"

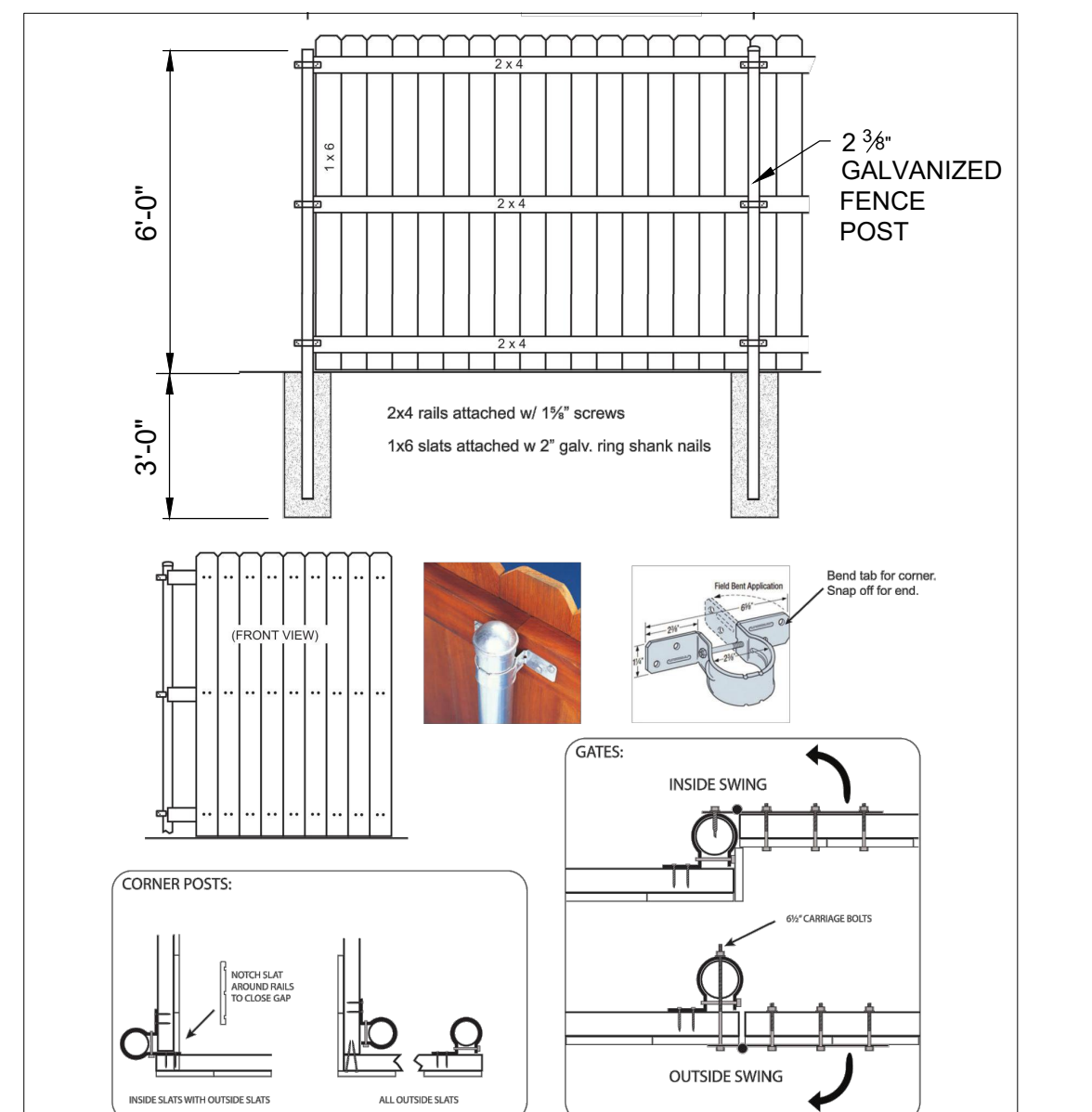
LEGEND

- FH NEW FIRE HYDRANT
- GM GAS METER
- GUY GUY WIRE
- HP HIGH MASS LIGHT POLE
- LP LIGHT POLE
- PP POWER POLE
- SSMH SANITARY SEWER MANHOLE
- TPED TELEPHONE PEDESTAL
- TS TRAFFIC SIGN
- SS SANITARY SEWER
- CO CLEAN OUT
- WM WATER METER
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- TRAFFIC DIRECTION
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- NEW ORNAMENTAL TREE
- NEW SHRUB



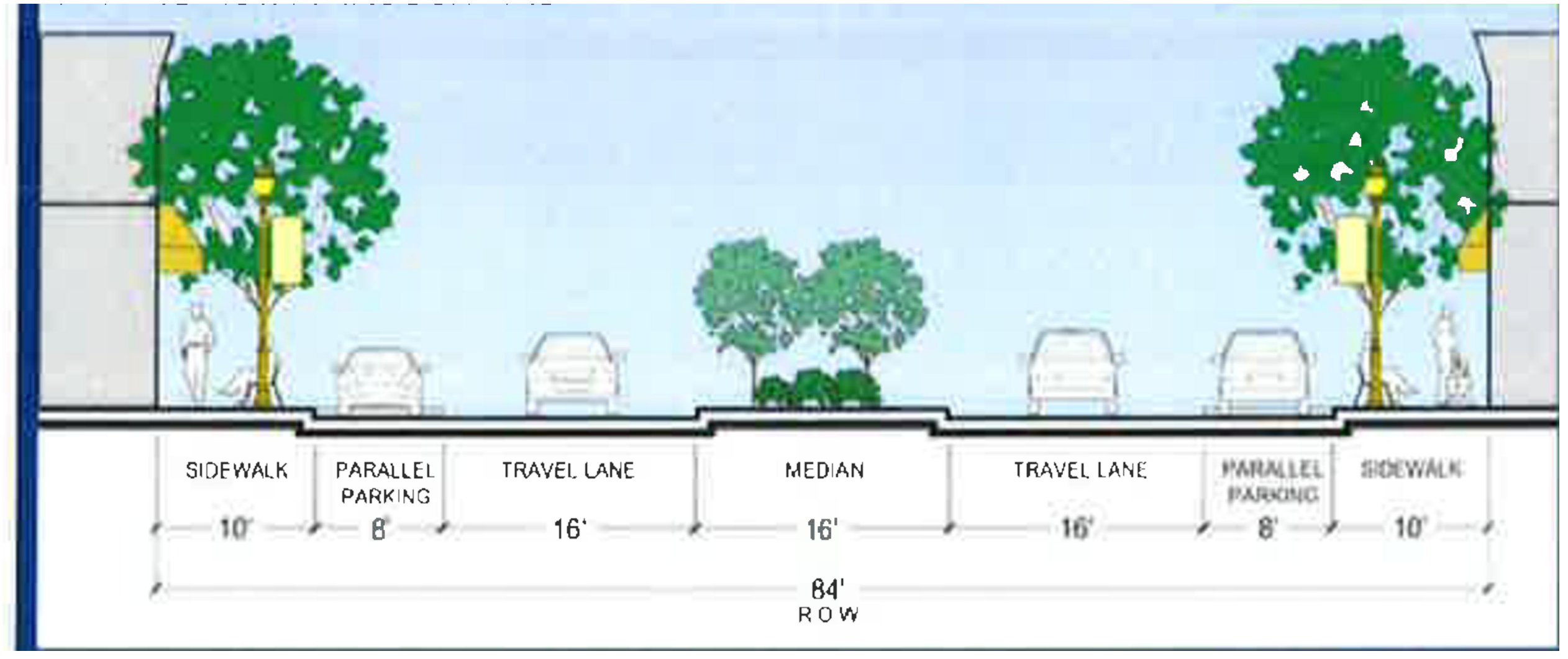
LOCATION MAP

NOT TO SCALE



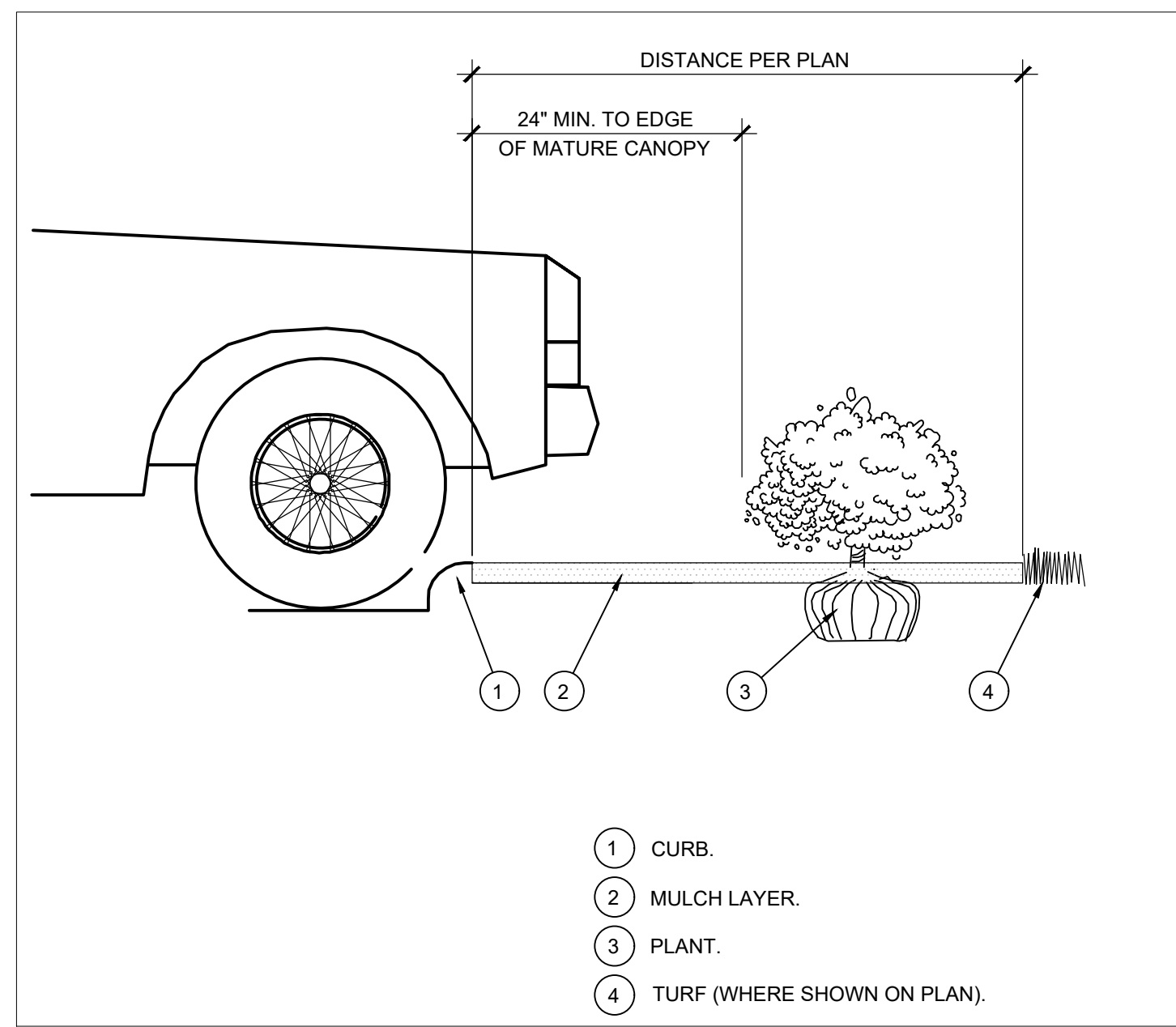
WOOD SCREENING FENCE DETAILS

NOT TO SCALE



NORTH COLEMAN BUILD OUT SECTION

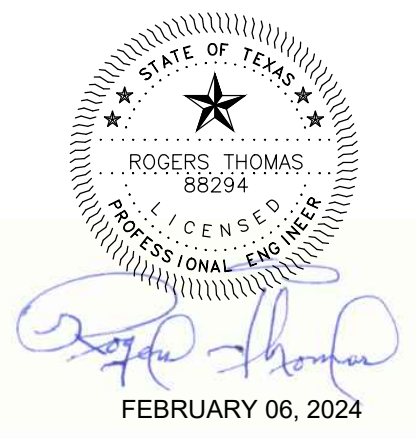
NOT TO SCALE



PARKING SPACE OVERHANG

NOT TO SCALE

NOTE
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FEBRUARY 06, 2024

EXHIBIT D: CONCEPTUAL PLAN
PROSPER CENTRAL ADDITION BLOCK 1, LOT 1
ZONE-23-0029

PROPOSED SITE PLAN
EAST 6TH STREET MIXED USE FACILITY
N COLEMAN & E. 6TH STREETS PROSPER, TEXAS 75078

THOMAS DESIGN TECHNOLOGIES
ENGINEERS DESIGNERS PROJECT MANAGERS
1312 RABBIT RIDGE CEDAR HILL, TEXAS 75104
PHONE: (972) 672-8927 EMAIL: rthomas3710@att.net
TDBE FIRM REGISTRATION NO. F-6086

DESIGNED BY: THOMAS DESIGN TECH
DRAWN BY: THOMAS DESIGN TECH
REVIEWED BY: OWNER
PLOT SCALE: AS NOTED
DATE: FEBRUARY 06, 2024

CONTRACT NUMBER: 23-036
FILE NAME: E 6th Street Mixed Use Civil Plans.Dwg
TOTAL SHEETS: C-2

SHEET NO. C-2
TOTAL SHEETS

From: George E. Dupont [REDACTED]
Sent: Monday, March 18, 2024 12:51 PM
To: David Hoover
 <dhoover@prospertx.gov>
Cc: Robyn Battle <RBattle@prospertx.gov>
Subject: [*EXTERNAL*] - FW: ZONE-23-0029 | March 19, 2024
Importance: High

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

From: George E. Dupont
Sent: Saturday, March 16, 2024 2:25 AM
To: dpbaker@prospertx.gov
Subject: FW: ZONE-23-0029 | March 19, 2024
Importance: High

Plus, since this sides and backs to a single-family residence and to an area of single family residences (SF-15), is minimal landscaping being provided “adequate and sufficient”? Would you want to live next to a 2-story retail, office, and multi-family facility that appears to be right on your residential property line? Are we doing enough to visually protect the residents from a retail, office, and multi-family facility right next to them?

GED

From: George E. Dupont
Sent: Saturday, March 16, 2024 2:15 AM
To: dpbaker@prospertx.gov
Subject: ZONE-23-0029 | March 19, 2024
Importance: High

Conduct a Public Hearing and consider and act upon a request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development–Downtown Office to allow multifamily, office, and retail uses. (ZONE-23-0029)

Parking is ALWAYS an issue around Retail, Office, and Multi-Family products – especially in Downtown Districts. In general, too many times Parking Requirements are “shaded” to the minimum and less which causes issues. The Town’s Minimum Parking Requirements for this project call for twenty-five (25) parking spaces HOWEVER, the developer is only providing twenty (20). WHY??? Another parking dilemma to ensue.

Parking: The minimum parking requirements are as follows.

- Multifamily – 2 Spaces per Unit o 4 Units (8 Spaces Required)
- Office – 1 Space per 350 Square Feet o 2,450 Square Feet (7 Spaces Required)
- Retail – 1 Space per 250 Square Feet o 2,450 Square Feet (10 Spaces Required)

Total Required: 25 spaces
Total Provided: 20 spaces

A total of 20 spaces are being provided for this development. Of the twenty spaces, eight are allocated to multifamily use and are in enclosed garages. The remaining twelve spaces will be accessible to the public and are sufficient whether the first floor develops as office, retail, or a combination of these uses.

Regards,
George E. Dupont



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Item 15.

Zoning Map



Future Land Use Plan



- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ

- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads

Surrounding Area

| | Zoning | Current Land Use | Future Land Use Plan |
|-------------------------|---|------------------|----------------------|
| Subject Property | Single Family-15 | Vacant | Old Town District |
| North | Planned Development-112 (Downtown Office) | Office | Old Town District |
| East | Single Family-15 | Residential | Old Town District |
| South | Commercial | Residential | Old Town District |
| West | Downtown Retail | Vacant | Old Town District |

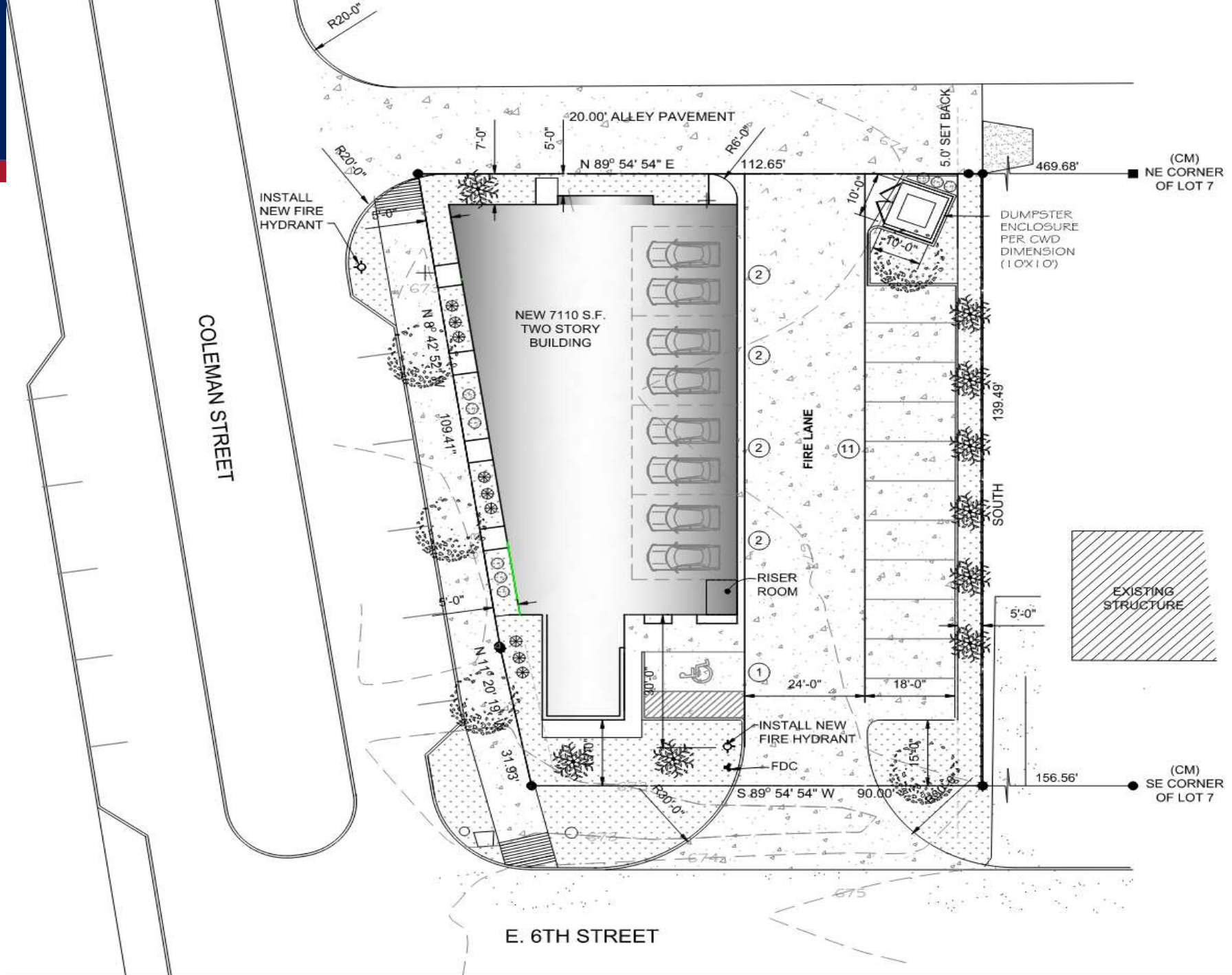
Proposal

Planned Development:

- Mixed Use Building
 - Multifamily
 - Office
 - Retail

Base Zoning:

- Downtown Office District



Permitted Uses

Uses Allowed by Right:

- Administrative/Medical and Professional Office
- Art and Craft Store
- Bakery
- Bank/Savings and Loan/Credit Union (No Drive-Thru)
- Bookstore
- Boot and Shoe Sales
- Business Service
- Ceramics Store
- Clothing and Apparel Store
- Florist
- Hobby or Toy Store
- Ice Cream Shop
- Insurance Office

Permitted Uses Cont.

Uses Allowed by Right:

- Leather Store
- Minor Dry Cleaning (Drop Off Only)
- Minor Print Shop (Drop Off Only)
- Multi-Family (2nd Floor Only) – Max. 4 Units
- Music Instrument Sales
- Novelty or Gift Shop
- Trophy Sales

Any similar uses as determined by the Director of Development Services.

Parking

By Use:

- Multifamily – 2 Spaces per Unit
- Office – 1 Space per 350 SF
- Retail – 1 Space per 250 SF

Provided:

- 20 Spaces (18 Required)
 - Multifamily (4 Units) – 8 Spaces
 - Retail (2,450 SF) – 10 Spaces

Landscaping

Zoning Ordinance:

- 5' Landscape Buffer (Each Property Line)
- One ornamental tree and shrub every 15 linear feet.

Provided:

- 5' Landscape Buffer (Each Property Line)
- Ground Cover (North & South Property Lines)
- Ornamental Trees and Shrubs (East & West Property Lines)

| | Proposed Landscaping (Development Standards) | Required Landscaping (Zoning Ordinance) |
|---|--|--|
| Northern Boundary (Adjacent to Commercial) | <p>Buffer: 5' Landscape Area</p> <p>Plantings: Ground cover.</p> | <p>Buffer: 5' Landscape Area</p> <p>Plantings: One ornamental tree and shrub every 15 linear feet.</p> |
| Eastern Boundary (Adjacent to Residential) | <p>Buffer: 5' Landscape Area</p> <p>Plantings: One large tree, three-inch caliper minimum, on both landscape islands.</p> <p>One ornamental tree every 15 linear feet between the landscape islands.</p> | <p>Buffer: 5' Landscape Area</p> <p>Plantings: One ornamental tree and shrub every 15 linear feet.</p> |
| Southern Boundary (Sixth Street) | <p>Buffer: 5' Landscape Area</p> <p>Plantings: One large tree, three-inch caliper minimum, every 20 linear feet.</p> | <p>Buffer: 5' Landscape Area</p> <p>Plantings: One ornamental tree and shrub every 15 linear feet.</p> |
| Western Boundary (Coleman Street) | <p>Buffer: 5' Landscape Area</p> <p>Plantings: One ornamental tree every 15 linear feet.</p> <p>Three shrubs, five-gallon minimum, on each landscape planting area.</p> | <p>Buffer: 5' Landscape Area</p> <p>Plantings: One ornamental tree and shrub every 15 linear feet.</p> |

Architectural Standards

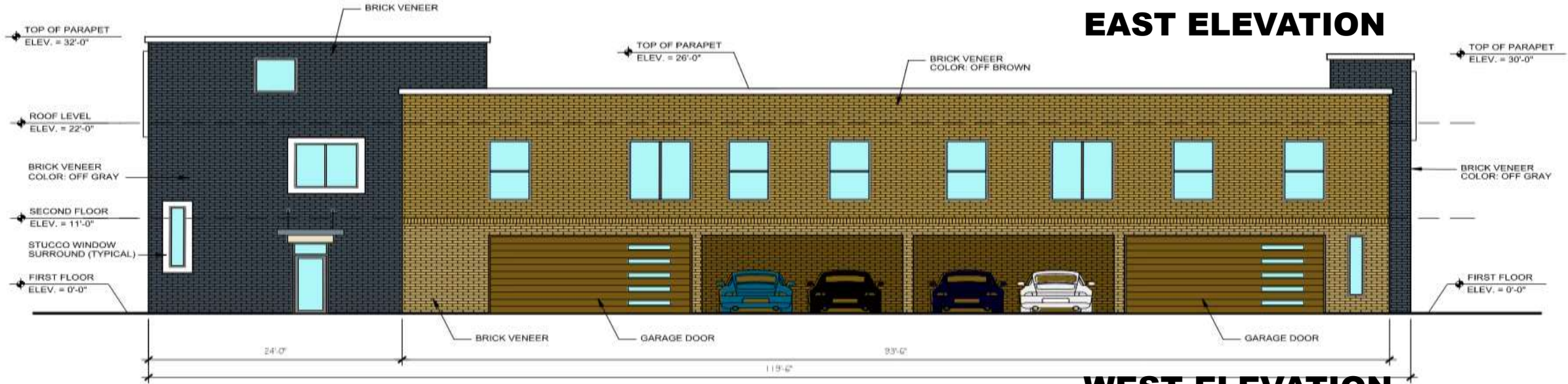
Zoning Ordinance:

- Downtown Office

Building Materials:

- 92% Masonry (Excluding Glazing)
 - Brick (80%)
 - Stone (12%)

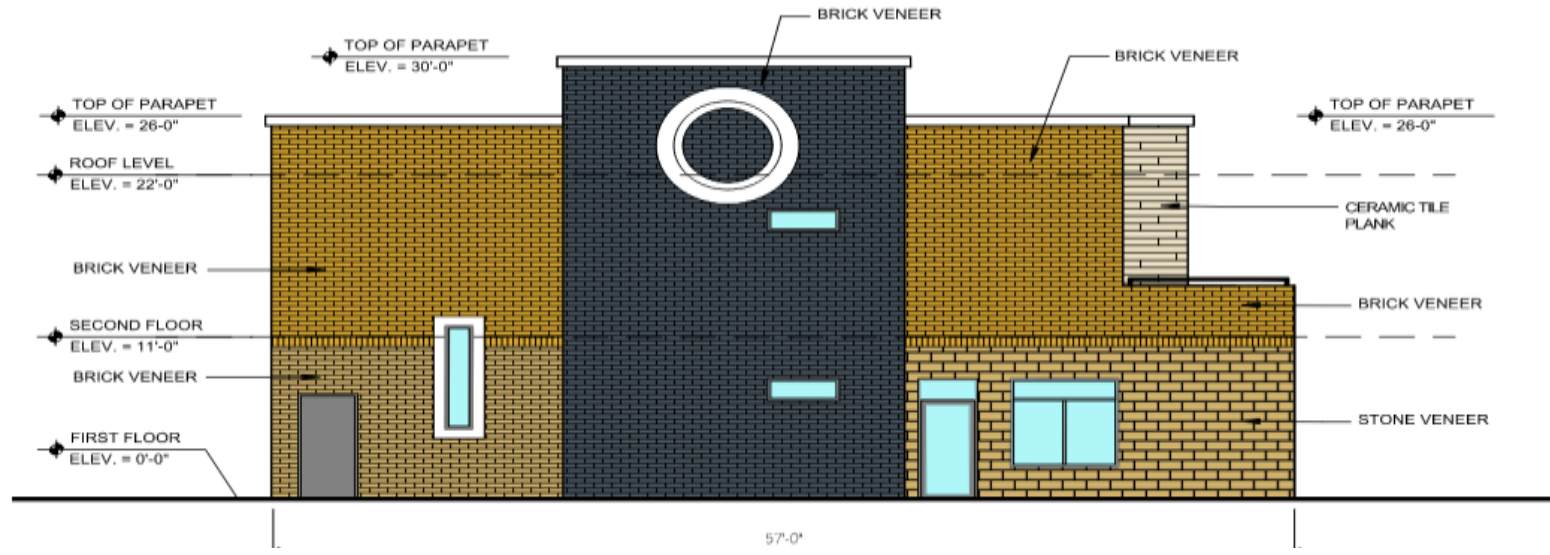
EAST ELEVATION



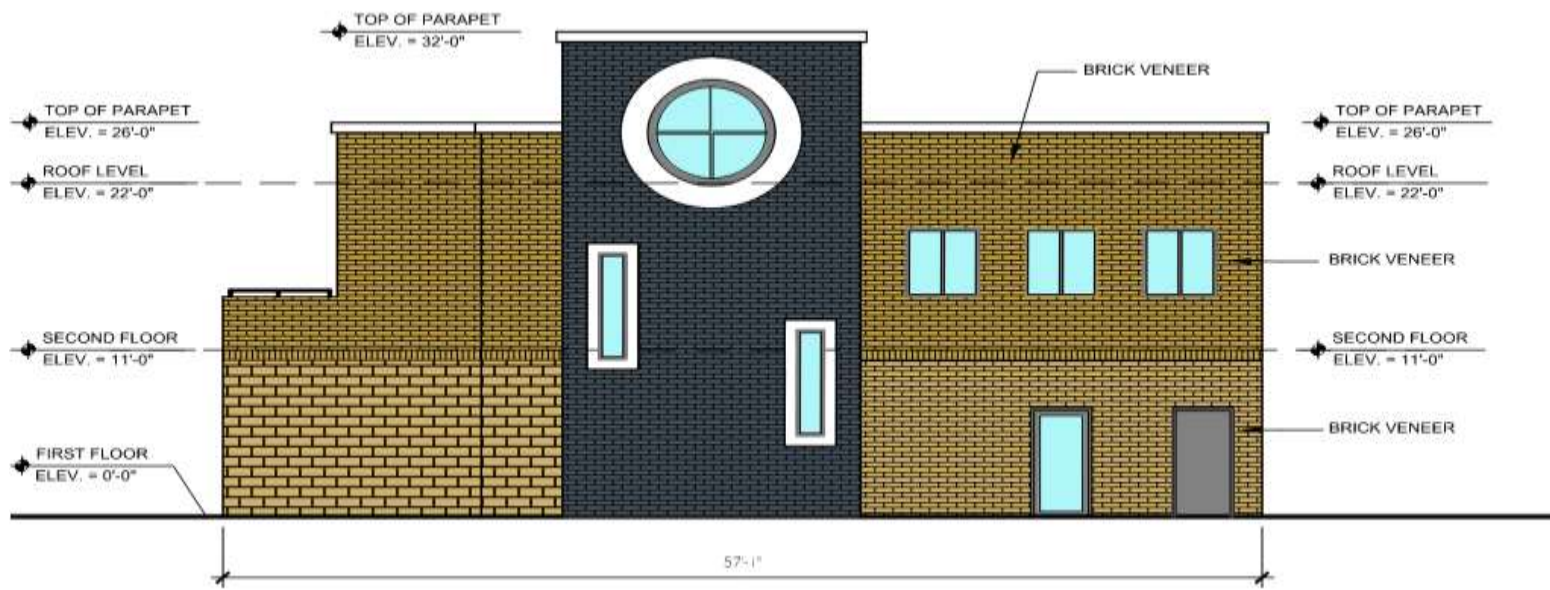
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



Planning & Zoning Commission

Recommendation:

- Approved (4-2)
 - Commissioners Reeves and Blanscet voted in opposition due to concerns with the multifamily component and adjacency to residential development to the east.

Conclusion

Notices:

- Friday, February 23rd

Citizen Response:

- Email in Opposition

Recommendation:

- Approval



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Development Agreement for Prosper Central Addition, Block 1, Lot 1

Town Council Meeting – April 16, 2024

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between O E 6th, LLC, and the Town of Prosper relative to Prosper Central Addition, Block 1, Lot 1.

Description of Agenda Item:

On March 26, 2024, the Town Council tabled the proposed Planned Development for further clarifications and creation of a Development Agreement. A Development Agreement has been prepared accordingly to address building materials, fencing, parking areas, Coleman Street façade, signage, and paving of the alleyway.

Budget Impact:

There is no budgetary impact affiliated with this item.

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. Development Agreement

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between O E 6th, LLC, and the Town of Prosper relative to Prosper Central Addition, Block 1, Lot 1.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between O E 6th, LLC, and the Town of Prosper relative to Prosper Central Addition, Block 1, Lot 1.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and O E 6th LLC, a Texas limited liability company (“Developer”) (individually, a “Party” and collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing an office/retail/multifamily building on an approximate 0.380-acre tract of land generally located on the northeast corner of N. Coleman Street and E. Sixth Street in the Town (the “Property”), and a legal description and depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the foregoing Property was rezoned by the Town Council on or about _____, 2024, when the Town Council approved a Planned Development consisting of multifamily, office and retail uses for the Property, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer’s reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Building Materials and Site Development Standards.

A. **Building Materials.** For any structure built on the Property following the Effective Date, it shall comply with the elevations and building materials reflected on the Façade Plan, attached hereto as Exhibit B and incorporated by reference. The use of masonry (clay fired brick, natural and manufactured stone, granite, marble) shall be at least 90 percent (90%) of the exterior surface of any structure constructed on the Property per elevation. The use of stucco shall be limited to no more than ten percent (10%) of the exterior surface of any structure constructed on the Property per elevation.

B. **Fencing.** The fencing along the east side of the Property, from the point where the south side of the alley intersects with east property line, southward along the east property line to the point where the east-west line of the southernmost parking space would intersect with the east property line if the east-west line of the parking space were extended eastward across the landscape buffer, as reflected on the Site Plan, attached hereto as Exhibit C, shall be board-on-board fencing. From that point southward along the east property line, only wrought iron fencing shall be utilized.

C. Parking areas. Parking spaces along the east property line, as reflected on the Site Plan, shall be designated for office and retail parking only during business hours. The multifamily parking component shall be designed as parking only with no storage permitted in said multifamily parking area, and such requirement shall be delineated in the property restrictions and covenants.

D. Coleman Street Façade. The Coleman Street façade shall be constructed in substantial compliance with the Coleman Street Façade Plan, attached hereto as Exhibit D and incorporated by reference.

E. Coleman Street Façade Signage. Any signage on the Property shall be limited to the Coleman Street side of the Property, and such signage shall be consistent with the Town sign ordinance.

F. Paving of Alleyway. Prior to the commencement of construction for any part of the Property, Developer shall pave in concrete that portion of the alleyway reflected on the Site Plan.

G. No Waiver or Amendment of Town Zoning Regulations. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on

the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 8 of this Agreement, shall not be subject to the mediation requirement contained in Paragraph 17 and any obligations referenced in said Paragraphs shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

3. Certain Business Establishments Prohibited. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; (8) beauty shops; (9) nail shops/manicurist shops; (10) barbershops; and (11) business entities which primarily utilize outdoor storage or displays. Further, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

4. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

5. Applicability of Town Ordinances. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

6. Rough Proportionality. Developer hereby agrees that any land or property donated and/or dedicated to the Town pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat),

relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

7. Exactions/Infrastructure Costs. Both the Town and Developer have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Developer's and the Town's rights under Texas and federal law. Developer and the Town hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

8. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

9. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

10. Notice. Any notices required or permitted to be given hereunder (each, a “Notice”) shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
250 W. First Street
P.O. Box 307
Prosper, Texas 75078
Attention: Town Manager

If to Developer: Mosunmade Adepoju
O E 6th LLC
130 N. Preston Road
Prosper, Texas 75078

11. Prevailing Party. In the event any person 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).

12. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

13. Savings/Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

14. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

15. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

16. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of 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 nonbinding mediation.

18. Notification of Sale or Transfer; Assignment of Agreement. Except with respect to a sale or transfer to a related entity of Developer, Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or transfer to a related entity of Developer, a copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

19. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

20. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

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

23. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

24. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A

(Property Legal Description)

BEING Lot 1 in Block 1 of Prosper Central Addition, an Addition to the Town of Prosper, Collin County, Texas, according to the Map or Plat thereof Recorded in Volume C, Page 643, of the Map Records of Collin County, Texas

EXHIBIT B (Building Materials/Façade Plan)

1 REAR (EAST) ELEVATION
SCALE: 1/8"=1'-0"

2 FRONT (WEST) COLEMAN ST. ELEVATION
SCALE: 1/8"=1'-0"

3 LEFT (NORTH) ELEVATION
SCALE: 1/8"=1'-0"

4 RIGHT (SOUTH) ELEVATION
SCALE: 1/8"=1'-0"

MATERIALS LEGEND

- BRICK VENEER
- STONE VENEER
- STUCCO

NOTES

1. THESE ELEVATION PLANS ARE CONCEPTUAL. ALL BUILDING PLANS MUST BE APPROVED AND APPROVED FROM THE BUILDING DEPARTMENT.
2. ALL MECHANICAL EQUIPMENT SHALL BE HIDDEN AND APPROVED FROM THE BUILDING DEPARTMENT. MECHANICAL EQUIPMENT SHALL BE LOCATED BY A PARTY OTHER THAN THE ARCHITECT. MECHANICAL EQUIPMENT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE JUNEAU ORDINANCE.
3. WHEN THE BUILDING DEPARTMENT OFFICIALS AND CONSULTANTS SHALL BE PLACED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS AND SIGNAGE REQUIREMENTS SHALL BE APPROVED BY THE BUILDING DEPARTMENT (SECTION).
5. EXTERIOR WALLS SHALL BE FINISHED WITH EXTERIOR USABLE RESISTIVITY OF TEN (10) YEARS.
6. ANY DEVIATION FROM THE APPROVED FACADE PLAN SHALL REQUIRE PRE-APPROVAL BY THE TOWN OF PROSPER.

BUILDING 1 - MATERIALS CALCULATION

| DESCRIPTION | ELEVATION | | | |
|---------------------------------------|---------------|---------------|---------------|---------------|
| | NORTH | SOUTH | EAST | WEST |
| TOTAL SURFACE AREA | 1438 SF | 1213 SF | 2084 SF | 2507 SF |
| MATERIALS SQUARE FOOTAGE & PERCENTAGE | | | | |
| BRICK | 1100 SF = 76% | 1100 SF = 90% | 2084 SF = 99% | 1700 SF = 68% |
| STONE | 110 SF = 8% | 110 SF = 9% | 110 SF = 5% | 110 SF = 4% |
| STUCCO | 228 SF = 16% | 228 SF = 19% | 228 SF = 11% | 228 SF = 9% |
| GLAZING AREA | 162 SF = 11% | 162 SF = 13% | 162 SF = 8% | 162 SF = 6% |

5 KEY PLAN
SCALE: N.T.S.

FREELIMINARY FACADE PLAN
CITY PROJECT NO.
NORTH COLEMAN AND EAST 8TH STREET
BLOCK 1, LOT 1, PROSPER CENTRAL ADDITION
CITY OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
MAGNAMA DEVELOPMENT
8 E 8TH, LLC, 130 N. PRESTON ROAD, PROSPER, TEXAS 75078, PH: (214) 818-8111
EMAIL: mag@magnumdev.com

APPLICANT:
DAVID WILSON
R.T. CHANG ARCHITECTS, INC.
5834 WINDRIVER LANE, DALLAS, TEXAS 75252
PH: (972) 900-6000
EMAIL: info@rtchang.com

ARCHITECT:
R.T. CHANG ARCHITECTS, INC.
5834 WINDRIVER LANE, DALLAS, TEXAS 75252
PH: (214) 818-8111
EMAIL: rchang@gmail.com

EXHIBIT D

(Coleman Street Façade Plan)



2 **FRONT (WEST) COLEMAN ST. ELEVATION**
A2 SCALE: 1/8"=1'-0"



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

**Re: Amendment to Participating Member Contract
Upper Trinity Regional Water District**

Town Council Meeting – April 16, 2024

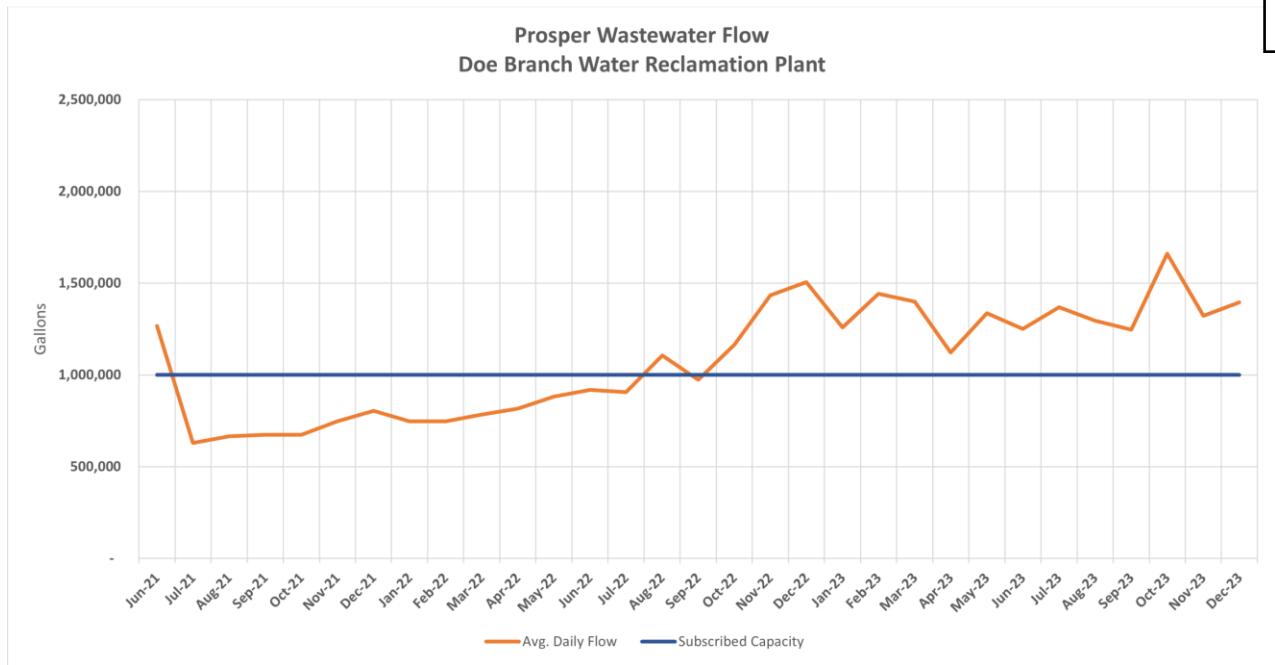
Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Amendment to Participating Member Contract between the Upper Trinity Regional Water District, and the Town of Prosper, Texas, related to subscribing for additional wastewater treatment capacity associated with the expansion of the Doe Branch Water Reclamation Plant.

Description of Agenda Item:

The Town of Prosper currently subscribes to wastewater treatment provided by Upper Trinity Regional Water District at its Doe Branch Water Reclamation Plant (DBWRP) located southwest of Prosper in Little Elm. The Town is one of four customers utilizing the plant, including the City of Celina, Elm Creek SUD, and Mustang SUD. Due to the increase in wastewater flows associated with additional development, the Town of Prosper and City of Celina are seeking increased capacity through the expansion of the referenced plant. Current projections anticipate the Town of Prosper will require an additional 3.0 MGD of capacity by 2030. The first phase of the existing plant was completed in 2016 and provided a capacity of 2.0 MGD, of which, the Town of Prosper subscribed to the current 1.0 MGD provided. The plant was further expanded to add an additional 2.0 MGD of capacity in 2021 and the Town of Prosper did not participate in that expansion. This proposed amendment includes increasing the subscription to 1.125 MGD, adding existing common-to-all capacity that is available. Since September of 2022, the Town has exceeded its subscription and has been averaging approximately 1.3 MGD of flows to DBWRP.



In 2020, UTRWD reviewed the flow trends and began planning for another expansion to accommodate the growth occurring in Prosper and Celina and requested an increase in permitted treatment capacity from the Texas Commission of Environmental Quality (TCEQ) from 5.5 MGD to 20 MGD, which was approved in June of 2021. UTRWD began planning for an 8.0 MGD plant expansion soon after and entered into a design agreement with Carollo Engineering to begin preliminary engineering in September 2022. Initial construction estimates for the plant expansion were provided in January 2023 in the amount of \$136M (not including design and project management fees) with the cost to be shared between three participants, the Town of Prosper, the City of Celina, and Mustang SUD. In September of 2023, Mustang SUD decided not to participate in the expansion leaving the cost of the expansion to be divided between Prosper and Celina.

After 30% completion of the plans, new estimates were provided with the construction estimate increasing to \$186,446,408, adding design and project management fees increases the total estimate to \$209,892,554. The factors leading to the increase are related to having a more detailed design with fewer assumptions, changes in regulatory standards, utilizing current costs rather than historical indexes, and inflationary pressures in the region.

The proposed amendment to the contract with UTRWD provides additional treatment capacity totaling 3.125 MGD, with 125,000 of existing capacity being provided immediately. The additional 3.0 MGD will be available as part of the 8.0 MGD expansion that will begin construction later this year, and result in the Town's total subscribed capacity in the DBWRP being 4.125 MGD. The City of Celina plans to subscribe to 4.0 MGD and the remaining 1.0 MGD will be common-to-all capacity and available to any customer wishing to subscribe to all or some of it.

An interceptor line to accommodate the additional flow will also be required to be constructed. The line will be constructed generally adjacent to the current interceptor line. The total construction estimates for the line, including design and project management costs, are \$32,506,655.

The amendment states that Town staff will be able to review the plans as they are completed, and we will coordinate with UTRWD to identify savings as each phase of the design is complete. UTRWD wishes to begin construction of the plant expansion this Fall.

This item was tabled to allow for the council Finance and CIP subcommittees to review the proposed project and costs; both committees support the proposed agreement with UTRWD. The question was asked about other options, Town staff has review options to include a Town constructed treatment plant or constructing additional lift stations and force mains to send flow to the Wilson Creek Plant managed by North Texas Municipal Water District. Constructing a Town operated plant would have a similar cost and additional lift stations may not provide the needed capacity and would have significant maintenance costs.

On April 9, 2024, Celina approved a similar agreement subscribing to 4MGD of the 8MGD expansion.

Budget Impact:

The total project cost for the 8.0 MGD of additional capacity at DBWRP, including the expansion and interceptor line, is estimated to be \$242,399,209. Of that Prosper would participate in 50% of the cost with the City of Celina for a total estimated cost of \$121,199,604.50 for each community. Estimated costs are provided in Exhibit A of the proposed amendment.

The Town of Prosper CIP budget identifies up to \$68,602,367.26 consisting of \$6,102,367.26 of federal ARPA funds, \$55M planned for the plant expansion, and \$7.5M planned for the interceptor project. ARPA funds have been transferred for the project and the proposed amendment projects two payments of \$31,250,000 in November 2024 and November 2025. The future payments would utilize certificates of obligation or revenue bonds. The funding schedule is provided in Exhibit B of the proposed amendment.

The remaining balance and payment schedule will be determined after final costs are provided and may include the Town or Prosper issuance and /or UTRWD issuance.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the Amendment as to form and legality.

Attached Documents:

- 1. Amendment to Participating Member Contract

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager an Amendment to Participating Member Contract between the Upper Trinity Regional Water District, and the Town of Prosper, Texas, related to subscribing for additional wastewater treatment capacity associated with the expansion of the Doe Branch Water Reclamation Plant.

Proposed Motion:

I move to authorize the Town Manager to execute an Amendment to Participating Member Contract between the Upper Trinity Regional Water District, and the Town of Prosper, Texas, related to subscribing for additional wastewater treatment capacity associated with the expansion of the Doe Branch Water Reclamation Plant.

**UPPER TRINITY REGIONAL WATER DISTRICT
NORTHEAST REGIONAL WATER RECLAMATION SYSTEM**

**AMENDMENT TO
PARTICIPATING MEMBER CONTRACT
WITH
TOWN OF PROSPER**

**THE STATE OF TEXAS §
 §
COUNTY OF DENTON §**

This **AMENDMENT** (the "Amendment") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between **UPPER TRINITY REGIONAL WATER DISTRICT** ("the District"), and **TOWN OF PROSPER** ("Prosper"), to amend the Northeast Regional Water Reclamation System Participating Member Contract dated December 4, 2007, as amended, (the "Contract"), which Contract provides for Prosper to participate in the District's Doe Branch Water Reclamation Plant ("Doe Branch Plant") of the Northeast Regional Water Reclamation System.

WITNESSETH:

WHEREAS, the District has constructed and is operating the Doe Branch Plant, the capacity of which is currently 4.0 MGD; and

WHEREAS, Prosper has subscribed to 1.0 MGD of capacity in the Doe Branch Plant; and

WHEREAS, a portion of the Doe Branch Plant capacity (0.250 MGD) from the prior Phase 2 expansion remains unsubscribed and is being held as Common-To-All capacity for future needs by one or more participants; and

WHEREAS, Prosper has requested that the District allocate a portion (0.125 MGD) of the remaining unsubscribed Common-To-All capacity to Prosper; and

WHEREAS, continued growth within Prosper's service area is causing an increase in its wastewater flow to the Doe Branch Plant and is creating a need for additional wastewater treatment service; and

WHEREAS, to accommodate an expected increase in Wastewater flow and to provide additional capacity desired by Prosper and other participants in the Doe Branch Plant, the District is moving forward with plans to increase the treatment capacity of the Doe Branch Plant to 12.0 MGD, an additional 8.0 MGD; and

WHEREAS, the District is also planning to construct a trunk main parallel to the existing Doe Branch Phase 1 trunk main from the Doe Branch Plant to Fishtrap Road to accommodate additional wastewater flow; and

WHEREAS, the expansion of the Doe Branch Plant treatment capacity by an additional 8.0 MGD and the construction of the parallel trunk main shall hereinafter collectively be referred to as the "Project"; and

WHEREAS, as part of the Project, Prosper has requested an additional 3.0 MGD of treatment capacity (a total of 4.125 MGD) to meet its future wastewater needs; and

WHEREAS, the City of Celina (“Celina”) is also expected to participate in the Project (Prosper and Celina shall hereinafter be referred to as the “Participants”); and

WHEREAS, funds for the Project are expected to be provided in part by the Participants and in part by issuance of Bonds by the District; and

WHEREAS, to timely meet the wastewater needs of the Participants in the future, the District will notify Prosper of the need to move forward with the design and construction of the next expansion when the twelve-month rolling average of the Doe Branch Plant flow reaches seventy-five percent (75%) of the then existing treatment capacity; and

WHEREAS, both parties desire to amend the Contract to increase Prosper’s capacity in the Doe Branch Plant and to enable the design, funding and construction of the Project according to the provisions of the Contract and this Amendment.

NOW, THEREFORE, the District and Prosper, in consideration of the terms, conditions and covenants contained in this Amendment, agree as follows:

Section 1. Adoption of Preamble. All the matters stated in the Preamble of this Amendment are true and correct and are hereby incorporated into the body of this Amendment as though fully set forth in their entirety herein.

Section 2. Definitions. Capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Contract.

Section 3. Increase in Subscribed Capacity. Exhibit B of the Contract is hereby amended to increase Prosper’s subscribed capacity in the Doe Branch Plant from 1.0 MGD to 4.125 MGD (an additional 3.125 MGD of capacity).

Section 4. Remaining Phase 2 Common-To-All Capacity. Prosper desires to subscribe to 0.125 MGD of the Common-To-All Capacity remaining from the Doe Branch Plant Phase 2 expansion. The District issued its Bonds to pay the capital costs associated with said Common-To-All Capacity. For the additional Common-To-All Capacity being subscribed to herein, Prosper shall be responsible for paying, as of October 1, 2023, the annual debt service payment for the additional capacity as part of its Annual Requirement.

Section 5. Project Construction.

A. The District intends to pursue the construction of the Project in accordance with a construction manager at risk procurement process, as provided in Subchapter F of Chapter 2267 of the Texas Government Code. Based on such procurement process, the District expects to enter into a contract for guaranteed maximum price for the construction of the Project, subject to potential changes in the scope of the construction that may be determined by the District to be required for construction of the Project. A preliminary estimate of the Project costs is attached hereto as Exhibit A. The final Project costs will be determined based on bids obtained pursuant to Chapter 2267 of the Texas Government Code. To the extent practicable, the District, at least 30 days prior to approval of any Change Orders, shall provide to Prosper such Change Orders which would increase costs above the guaranteed maximum price of the construction contract for the Project.

- B To the extent allowed by law, the District and its successors and assigns shall indemnify and hold harmless Prosper, Its officials, employees, officers, representatives and agents (each an "Indemnified Party"), from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put: (i) by reason of, the negligent design, engineering, and/or construction by the District or any architect, engineer, or contractor hired by the District of any of the Project; (ii) the District's nonpayment under contracts between the District and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision and/or construction of the Project; (iii) any claims of persons employed by the District or its agents to construct the Project; or (iv) any claims and suits of third parties, including but not limited to District's respective partners, officers, directors, employees, representatives, agents, successors, assignees, vendors, grantees, and/or trustees, regarding or related to the Project or any agreement or responsibility regarding the Project, including claims and causes of action which may arise out of the partial negligence of an Indemnified Party (the "Claims"). Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense determined by a court of competent jurisdiction to be directly attributable to the willful misconduct or sole negligence of any Indemnified Party. District is expressly required to defend City against all such Claims, and Town is required to reasonably cooperate and assist District in providing such defense. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set.
- C. When the twelve-month rolling average of the Doe Branch Plant flow reaches seventy-five percent (75%) of the 12.0 MGD treatment capacity, the District will notify the Participants in writing of the need to move forward with design and construction of the next expansion. Upon receipt of notice from the District, Prosper will review its current and future wastewater needs; and, will subscribe to additional capacity it will need within one hundred eighty (180) days of receipt of said notice.

Section 6. Project Capital Costs.

In general, the capital cost for the Project shall be allocated amongst the Participants according to their respective subscribed capacities and use, and in conformance with the Contract, as amended. Funding for the Project is expected to be provided in part by the Participants and in part by the issuance of District bonds. Upon request by Prosper, the District shall make available all bids, contracts, receipts, invoices, and such other records Prosper may deem necessary to verify the Project costs. Plans, specifications, and contract documents for the Project shall clearly identify and itemize all facilities to be constructed to allow the associated costs, expenses, and fees to be reasonably estimated and determined. The District shall comply with any and all laws for the design, construction, and procurement of services for the Project.

- A. Prosper has elected to provide up-front funds, including \$6,102,367.26 of federal American Rescue Plan Act funding, for its share of the Project; and, shall deliver said funds in accordance with the mutually agreed schedule established in Exhibit B attached hereto. If Prosper does not deposit the required funds in accordance with the attached schedule, the District may proceed with issuing its Bonds to cover the Town's share of Project costs. Should the District be required to issue its Bonds, Prosper agrees to pay as part of its Annual Requirement a pro rata share of the annual debt service payments and other costs (both fixed and variable costs) associated with the Project. The District

will use its best efforts to issue its Bonds and to arrange for other financing as necessary to provide for the capital costs to design, construct and manage the Project. In the unlikely event that the District is unable to issue its Bonds or to arrange alternative financing in sufficient amount to finance the entire cost of the Project, it is mutually agreed that Prosper will deposit the remaining funds (if any) required by Prosper's share of the proposed Project.

- B. Upon completion of construction and when the Project is in operation, the District will prepare and provide Prosper with an accounting of all applicable Project costs and will conduct a settle-up for said costs. Any excess funds deposited will be reimbursed on a pro rata basis to those Participants who deposited said funds with the District. If there is a shortfall, Prosper agrees to promptly pay its pro rata share or to be otherwise responsible for said costs upon notice by the District.
- C. A portion of the capacity made available in the Project may be unsubscribed by the Participants, such excess capacity will be considered Common-To-All capacity to be shared on a pro rata basis by the Participants. The District may issue Bonds or other financial assistance to pay the capital costs associated with the Common-To-All capacity, if any. The Participants, including Prosper, shall be responsible for paying a pro rata share of the annual debt service payments and other appropriate costs for the Common-To-All capacity according to their respective contracts and in proportion to their respective subscribed capacities. A settle-up of capacity and costs will be made (accordingly, with reimbursement or credit as warranted and appropriate) when any potentially benefitting party desires to subscribe to any of the Common-To-All capacity in the future.
- D. The Parties agree that Prosper has not created a sinking fund for the costs set forth in this Agreement, and therefore, all payments in fiscal years after the fiscal year in which this Amendment is executed, are subject to appropriation in Prosper's budget for such costs.

Section 7. Contract Provisions. All other provisions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Amendment to be fully executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Effective Date of this Amendment.

UPPER TRINITY REGIONAL WATER DISTRICT

By: _____
Clay M. Riggs, President, Board of Directors

ATTEST:

Allen L. McCracken, II, Secretary, Board of Directors

(DISTRICT SEAL)

APPROVED AS TO FORM:

Matthew Boyle, Counsel for the District

TOWN OF PROSPER

By: _____
Mario Canizares, Town Manager

ATTEST:

Michelle Lewis Sirianni, City Secretary

(TOWN SEAL)

EXHIBIT A

Preliminary Project Cost Estimates

Doe Branch Plant Expansion (to 12 MGD)*

| | |
|--------------------|---------------------|
| Design | \$10,394,898 |
| Construction | \$186,446,408 |
| Project Management | <u>\$13,051,248</u> |
| Total | \$209,892,554 |

Parallel Doe Branch Phase 1 Trunk Main*

| | |
|--------------------|--------------------|
| Design | \$1,115,655 |
| Construction | \$29,300,000 |
| Project Management | <u>\$2,051,000</u> |
| Total | \$32,506,655 |

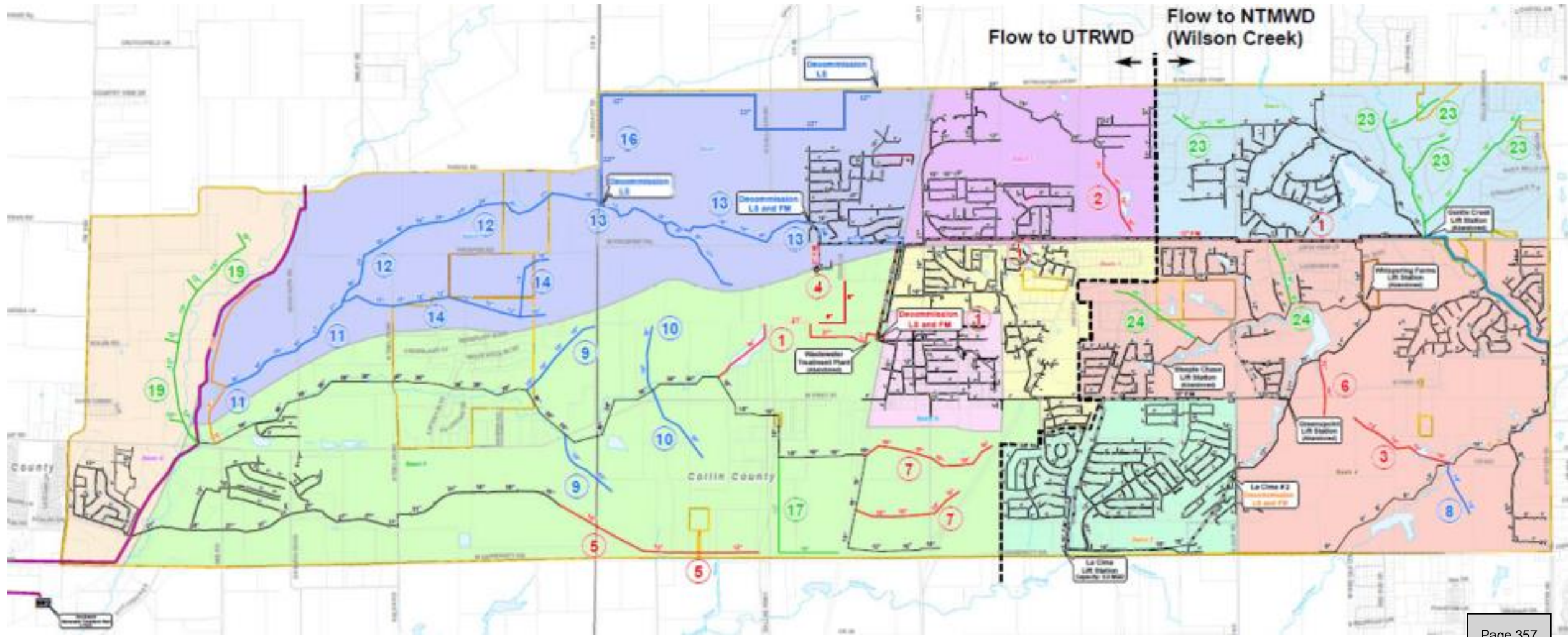
* These are preliminary Project cost estimates. Final costs will be determined based on bids obtained pursuant to Chapter 2267 of the Texas Government Code. Upon completion of construction and when the Project is in operation, the District will prepare and provide an accounting of all applicable Project costs and will conduct a settle-up of said costs.

EXHIBIT B
Funding Schedule

In accordance with Section 6 (A) of this Amendment, the Town of Prosper agrees to deposit its share of Project costs according to the schedule below.

| <u>DATE (no later than)</u> | <u>AMOUNT</u> |
|------------------------------------|----------------------|
| March 1, 2024 | \$6,102,367.26 |
| November 1, 2024 | \$31,250,000 |
| November 1, 2025 | \$31,250,000 |

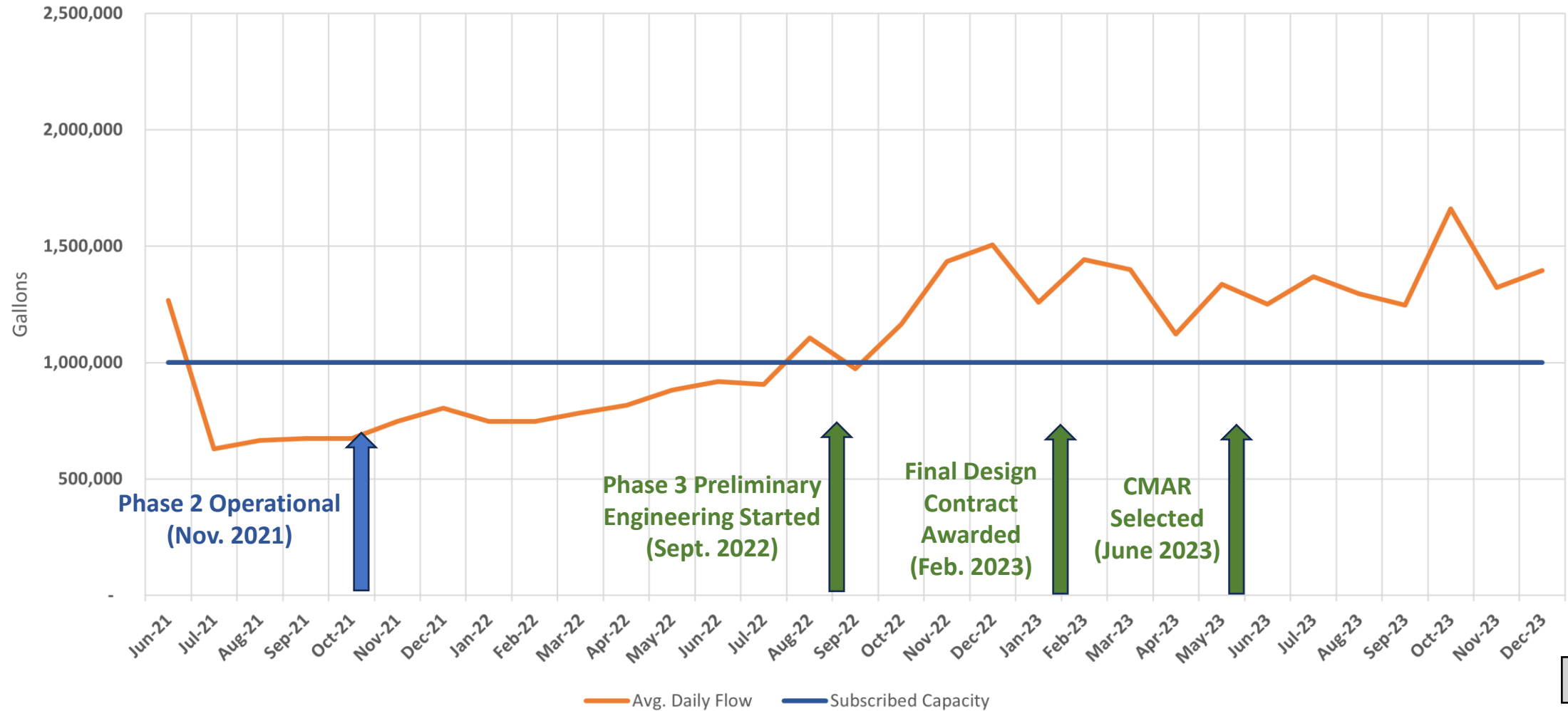
The remaining estimated balance of \$52,597,237.24 will be reimbursed over subsequent years based on final project costs.



Background

- 2016 – Doe Branch WRP plant in service 2MGD, Prosper funded 1MGD
- 2021 – plant expanded to 4MGD capacity, Prosper did not participate
 - Planning for next phase began and TCEQ permit increased from 5.5MGD to 20MGD
- 2022 – preliminary planning for increase to 12MGD (adding 8 MGD) begins in September with three participants Prosper, Celina, and Mustang SUD
 - Prosper projects need for 3MGD by 2030
- 2023 – in January conceptual estimate is \$146M
 - August – Mustang SUD chooses not to participate
 - December – 30% design completed; new construction estimate \$186M
 - Alternative phasing considered at request of Celina
- 2024 – March decision to have single 8MGD shared between Prosper, Celina (approved by Celina council 9 April); provides lower overall cost

Prosper Wastewater Flow
Doe Branch Water Reclamation Plant



Doe Branch WRP expansion budget estimates

| Description | Conceptual Estimate (8.0 mgd) | CMAR 30% (8.0 mgd) | CMAR 30% Phase 3A (8.0 mgd phased) | CMAR 30% Phase 3B (8.0 mgd phased) |
|-----------------------------|-------------------------------|----------------------|------------------------------------|------------------------------------|
| AACE Estimate Class | 4 | 3 | 3 | 3 |
| Direct costs | \$ 74,524,302 | \$ 136,284,270 | \$ 105,651,332 | \$ 44,050,577 |
| Indirect costs | \$ 72,237,174 | \$ 50,162,138 | \$ 38,887,075 | \$ 16,213,691 |
| Estimated construction cost | \$ 146,761,476 | \$ 186,446,408 | \$ 144,538,407 | \$ 60,264,268 |
| <i>Engineering & PM</i> | - | \$23,446,146 | \$30,949,584 | |
| Total Cost (8.0 MGD) | - | \$209,892,554 | \$235,752,259 | |

Notes:

- 1) OPCC is before design and without plans and specs
- 2) Based on 30% design plans

Terms of the Contract Amendment

- Subscription
 - Increase of current capacity of 125,000 gal/day (.125 MGD)
 - Subscribe to 3 MGD of future capacity
 - Share cost of additional 1 MGD common-to-all capacity with City of Celina
- Commits Town to funding two projects:
 - 3.0 MGD of expansion of DBWRP to 12 MGD from current 4 MGD
 - Participate in construction of additional interceptor Line

Terms of the Amended Contract

- Town's Share of Estimated Costs
 - Plant Expansion - \$104,946,277
 - Trunk Main - \$16,253,327.50
- Funding Plan
 - Federal Funds - \$6,102,367.26
 - CO Issuance in 2024 - \$31,250,000
 - CO Issuance in 2025 - \$31,250,000
- Remainder over subsequent years based on final costs.
 - Estimated \$52,597,237.24