



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, March 26, 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.

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.

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 an ordinance 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 an ordinance 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 an ordinance 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 an ordinance 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)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

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

Items for Individual Consideration:

- [13.](#) 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)
- [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)
- 15. Discuss and consider Town Council Subcommittee reports. (DFB)

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

EXECUTIVE SESSION:

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

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

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

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

Section 551.074 - To discuss and consider personnel matters, including the annual evaluation of the Town Manager, 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, March 22, 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 1.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, March 12, 2024

Call to Order/ Roll Call.

The meeting was called to order at 4:45 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Craig Andres
Deputy Mayor Pro-Tem Marcus E. Ray *arrived 5:17 p.m.*
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges

Council Members Absent:

Councilmember Charles Cotten

Staff Members Present:

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
Whitney Rehm, Budget Officer and Grants Administrator
Leigh Johnson, IT Director

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

Section 551.071 - To consult with the Town Attorney regarding Chapter 42 of the Texas Local Government Code and Extraterritorial Jurisdiction land use and development issues, and all matters incident and related thereto.

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

The Town Council recessed into Executive Session at 4:46 p.m.

Reconvene into Work Session

The Town Council reconvened back into the Work Session at 5:16 p.m.

No action was taken.

Items for Individual Consideration

1. Discussion regarding the Upper Trinity Regional Water District (UTRWD) Doe Branch Water Reclamation Plant expansion. (CE)

Mr. Ewings presented an update on the expansion of the UTRWD Doe Branch Water Reclamation Plant. He provided current and future capacity levels, estimated project costs, current and future flows and trends, factors impacting the project cost, and financing plan for the expansion. Mr. Ewings noted that next steps would include bringing forward to a future meeting an amended agreement for Town Council consideration.

Larry Patterson, Executive Director with UTRWD, commented on the projections of the expansion with the additional capacity related to the population growth and fees associated with the expansion.

George Dupont, 1400 Harvest Ridge Lane, the Town Representative on the UTRWD’s Board of Directors, commented on the expansion project and support of the project.

The Town Council discussed the impact of the expansion project including associated costs and capacity levels related to the Town’s overall growth.

Adjourn.

The meeting was adjourned at 6:03 p.m.

These minutes were approved on the 26th day of March 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
Tuesday, March 12, 2024

Call to Order/ Roll Call.

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

Council Members Present:

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

Council Members Absent:

Councilmember Charles Cotten

Staff Members Present:

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
Dan Baker, Director of Parks and Recreation
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Whitney Rehm, Budget Officer and Grants Administrator
Wilson Haynes, Senior Communications Specialist
Eric Men, Help Desk Technician II
Scott Brewer, Interim Human Resources Director
Doug Kowalski, Police Chief

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

Jim Lugar with Life Journey 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:

Register for the third annual P-Town Throwdown Pickleball Tournament taking place on Saturday, March 23 beginning at 8:00 a.m. at Reynolds Middle School. The tournament format is co-ed doubles teams, age 18+, with recreational and competitive divisions based on player rating. Trophies will be awarded for first and second places, per division. There are a few remaining spots open in the Recreational 18-35 and 55+ Divisions, and in the Competitive 35-55 Division. For more information, visit the Special Events page under the Parks and Recreation Department on the Town's website.

Join the Parks and Recreation Department for a Pickleball Social on Wednesday, March 13 from 5:30 to 7:30 p.m. at The Gin located at 204 W. Broadway. This come and go event is an opportunity to register for the tournament, as well as hear an update on all things Pickleball in Prosper along with other park projects. Complimentary appetizers and soft drinks will be served.

Registration is open for the spring season of the 2024 Mayor's Fitness Challenge, which runs through May 31. Tracking sheets and online registration are available by visiting prosper.tx.gov/mayorsfitnesschallenge.

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.

Presentations.

1. **Presentation of a Proclamation declaring the week of March 17-24, 2024, as National Surveyor's Week. (MLS)**

Mayor Bristol read and presented a Proclamation to Kyle Reiner and members of Pape-Dawson Engineers.

CONSENT AGENDA:

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2. **Consider and act upon the minutes from the February 27, 2024, Town Council Work Session meeting. (MLS)**
3. **Consider and act upon the minutes from the February 27, 2024, Town Council Regular meeting. (MLS)**
4. **Consider and act upon Resolution 2024-24 accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2023, as audited by Weaver and Tidwell LLP, Certified Public Accountants. (CL)**
5. **Consider and act upon approving the purchase of a multi-factor authentication (MFA) software platform for staff user accounts. (LJ)**
6. **Consider and act upon authorizing the Town Manager to execute a Contract for Services between the Town of Prosper and V&A Landscape and Lawn to provide median maintenance services on Custer Road from US Highway 380 to Frontier Parkway. (DB)**
7. **Consider and authorize final payment to Coach Specialists of Texas, Inc., for the repair of a 2020 Ford Transit Cargo Van. (CE)**
8. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Downtown Parking Lot and Alley Improvements project. (CE)**
9. **Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 3 to the Professional Engineering Services Agreement,**

between TranSystems Corporation dba TranSystems Corporation Consultants, and the Town of Prosper, Texas, related to the design of the US 380 Deceleration Lane Modifications project. (HW)

10. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between O'Brien Realty Advisors, LLC, and the Town of Prosper, Texas, related to appraisal services for the Craig Road (Preston Road-Fifth Street) project. (HW)
11. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Matrix Consulting Group, Ltd., and the Town of Prosper, Texas, related to the Updated Assessment of the Development Review Process project. (CE)
12. Consider and act upon authorizing the Town Manager to execute a Contract for Personal Services between Universal Field Services, and the Town of Prosper, Texas, related to easement acquisition services for the FM 1461 12-inch Water Line Relocation project. (HW)
13. Consider and act upon authorizing the Town Manager to execute the First Amendment to the Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development. (HW)
14. Consider and act upon authorizing the Town Manager to execute the First Amendment to the Water Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of a water line to serve the DNT Frontier Retail Center development. (HW)
15. Consider and act upon the appointment of members to the Capital Improvements Advisory Committee, relative to the update of the Town's impact fee ordinance, as required by Chapter 395 of the Texas Local Government Code. (HW)
16. Conduct a public hearing and consider and act upon a request to amend the number of contiguous units that constitute a row of Townhomes in Planned Development-111 (PD-111), Ordinance No. 2021-52, located north of US 380 (University Drive) and west of Lakewood Drive. (ZONE-24-0003) (DH)
17. Consider and act upon Ordinance 2024-25 granting a Specific Use Permit (SUP) for Retail Stores and Shops, Dry Cleaning, Minor, and Gymnastics/Dance Studio uses, with building size and placement as shown on the Site Plan, Exhibit "B," and a living screen as shown on the Landscape Plan, Exhibit "C," on 3.6± acres on Windsong Ranch Office Addition, Block A, Lot 2, located south of Parvin Road and east of North Teel Parkway. The property is zoned Planned Development-103 (PD-103) Windsong Ranch Office. (ZONE-23-0023) (DH)
18. Consider and act upon authorizing the Town Manager to execute a Development Agreement between SKS Prosper Teelpkwy Retail Holdings, LLC, and the Town of Prosper relative to Windsong Ranch Office Addition, Block A, Lot 2. (DH)
19. 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)

Regarding item 4, Mayor Bristol complimented staff for their hard work and improvements. Deputy Mayor Pro-Tem added his thanks to staff and noted the positive comments from the firm.

Mayor Pro-Tem Andres made a motion to approve consent agenda items 2 through 19. Councilmember Hodges seconded that motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

- 20. Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Child Care Center, Licensed use on 9.7± acres, on Collin County School Land Survey, Abstract 147, Tracts 145, 168, and 172, located 305± south of First Street and the east side of Church Street. (ZONE-23-0035) (DH)**

Mr. Hoover introduced the item noting the location, the surrounding zoning, and history of the granted SUP extensions on the subject property. The Planning and Zoning Commission unanimously recommended approval with three conditions: (1) the SUP will expire two (2) years after Town Council approval; (2) the temporary building will be removed once the SUP expires; and (3) upon expiration of the SUP, a one-year extension may be granted by the Planning and Zoning Commission if progress has been made. Staff recommends approval.

Councilmember Bartley asked when the portables/temporary building were initially replaced and expressed concerns of the life span of the temporary building(s).

Bryce Green, representing the applicant, spoke to how long the temporary buildings have been on the property, the collaboration with Blue Star and the Town for easements and acquiring a second point of emergency access. Mr. Green commented that they have yearly inspections from the Fire Marshal and the state for childcare use. He expressed once the second point of emergency access is addressed, they are ready to move forward with a Site Plan approval on a permanent building structure.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council continued discussions on timeframe of SUP extension(s), process for inspections and how to address if one fails, and concerns of how long portables/temporary buildings remain on properties within the Town.

Councilmember Bartley made a motion to approve a request for a Specific Use Permit (SUP) for a Child Care Center, Licensed use on 9.7± acres, on Collin County School Land Survey, Abstract 147, Tracts 145, 168, and 172, located 305± south of First Street and the east side of Church Street with the condition that the occupancy of the temporary buildings shall expire in one (1) year. Councilmember Kern seconded that motion. Motion carried with a 6-0 vote.

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

Finance Subcommittee: Councilmember Kern noted the subcommittee met regarding the Audit.

Downtown Advisory Committee: Councilmember Bartley commented that new benches have been ordered, there are new trash cans and parking signs in the Downtown area. There are also two (2) new additional handicap spaces located on the back side of the Prosper Wine House, an agreement for design services for additional parking was approved, and the committee is looking at lighted arches. Councilmember Bartley noted that the high schools are also conducting a competition to design a logo for the downtown area.

CEC: Councilmember Hodges stated the CEC is working on updating the MyProsper App to include push notifications and are focusing on upcoming events including the New Resident Mixer, Pickleball Tournament, and the Spring Clean Up.

Broadband Subcommittee: Mayor Pro-Tem Andres noted the committee met to discuss the survey conducted by LIT Communications and ways to add fiber connectivity in Town.

Legislative Subcommittee: Mayor Pro-Tem Andres noted the subcommittee met to discuss the Primary Election results, new laws regarding releasing of ETJ, and working with the Comptroller's Office regarding sourcing of sales tax.

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

Councilmember Bartley requested an inventory of temporary/portable buildings located in the Town, and to ensure annual inspections are being conducted.

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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.

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

The Town Council recessed into Executive Session at 7:06 p.m.

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

The Town Council reconvened into Regular Session at 8:47 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 8:47 p.m.

These minutes were approved on the 26th day of March 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

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

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

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

Description of Agenda Item:

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

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

Budget Impact:

There is no 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. Monthly Financial Report – February 29, 2024

Town Staff Recommendation:

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

Proposed Motion:

I move to accept the February 2024 Monthly Financial Report in compliance with the Charter requirements.



MONTHLY FINANCIAL REPORT as of February 29, 2024 Cash/Budgetary Basis

Prepared by
Finance Department

March 26, 2024

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

February 2024

Table of Contents

General Fund	3
General Fund Charts	4 - 7
Crime Control and Prevention Special Purpose District	8
Fire Control, Prevention, and Emergency Medical Services Special Purpose District	9
TIRZ #1 - Blue Star	10
TIRZ #2	11
Debt Service Fund	12
Special Revenue Fund	13
Park Dedication and Improvement Fund	14
East Thoroughfare Impact Fees Fund	15
West Thoroughfare Impact Fees Fund	16
Water Impact Fees Fund	17
Wastewater Impact Fees Fund	18
Impact Fee Chart	19
Vehicle and Equipment Replacement Fund	20
Health Insurance Fund	21
Water-Sewer Fund	22 - 23
Water-Sewer Fund Charts	24 - 26
Storm Drainage Utility Fund	27
Solid Waste Fund	28
Solid Waste Fund Chart	29
Capital Projects Fund-General	30 - 31
Capital Projects Fund-Water/Sewer	32

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

GENERAL FUND

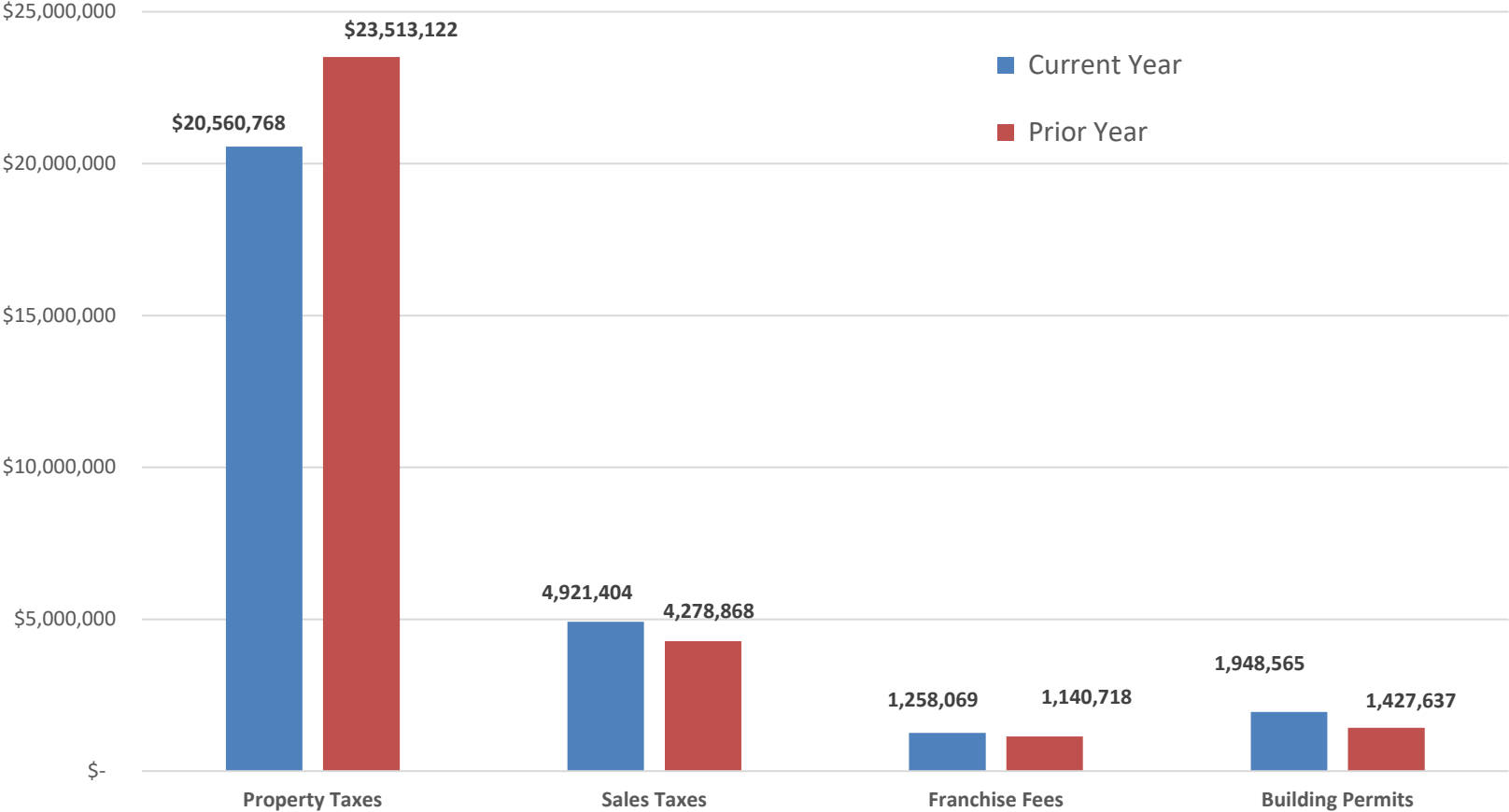
	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 21,146,121	\$ -	\$ 21,146,121	\$ 20,560,768	\$ -	\$ 585,353	97%	1,3	\$ 23,513,122	-13%
Sales Taxes	11,091,492	-	11,091,492	4,921,404	-	6,170,088	44%		4,278,868	15%
Franchise Fees	3,221,816	-	3,221,816	1,258,069	-	1,963,747	39%	2	1,140,718	10%
Building Permits	3,700,000	-	3,700,000	1,948,565	-	1,751,435	53%		1,427,637	36%
Other Licenses, Fees & Permits	2,180,050	-	2,180,050	754,468	-	1,425,582	35%		490,668	54%
Charges for Services	1,296,023	-	1,296,023	518,728	-	777,295	40%		463,019	12%
Fines & Warrants	300,500	-	300,500	172,481	-	128,019	57%		154,478	12%
Intergovernmental Revenue (Grants)	37,840	-	37,840	16,907	-	20,933	45%		125,733	-87%
Interest Income	750,000	-	750,000	384,788	-	365,212	51%		311,366	24%
Miscellaneous	63,751	-	63,751	65,991	-	(2,240)	104%		37,600	76%
Park Fees	814,100	-	814,100	242,638	-	571,462	30%		225,977	7%
Transfers In	1,297,102	6,084	1,303,186	578,491	-	724,695	44%		514,723	12%
Total Revenues	\$ 45,898,795	\$ 6,084	\$ 45,904,879	\$ 31,423,298	\$ -	\$ 14,481,581	68%		\$ 32,683,910	-4%
EXPENDITURES										
Administration	\$ 9,991,267	\$ 252,435	\$ 10,243,702	\$ 4,018,207	\$ 873,334	\$ 5,352,161	48%		\$ 2,819,976	42%
Police	9,595,898	416,623	10,012,521	3,255,341	797,867	5,959,313	40%		2,615,041	24%
Fire/EMS	10,562,840	(2,028)	10,560,812	4,386,871	295,283	5,878,659	44%		3,737,548	17%
Public Works	4,567,242	90,681	4,657,923	1,146,532	500,304	3,011,087	35%		1,357,365	-16%
Community Services	7,486,803	(82,846)	7,403,958	2,595,418	456,143	4,352,396	41%		2,012,368	29%
Development Services	4,139,855	(559)	4,139,296	1,252,212	50,450	2,836,634	31%		1,195,024	5%
Engineering	2,684,047	15,613	2,699,660	962,278	66,800	1,670,582	38%		897,135	7%
Transfers Out	-	140,000	140,000	140,000	-	-	100%		1,945,121	-93%
Total Expenses	\$ 49,027,952	\$ 829,920	\$ 49,857,872	\$ 17,756,859	\$ 3,040,180	\$ 29,060,833	42%		\$ 16,579,578	7%
REVENUE OVER (UNDER) EXPENDITURES	\$ (3,129,157)	\$ (823,836)	\$ (3,952,993)	\$ 13,666,439					\$ 16,104,332	
Beginning Fund Balance October 1			15,011,987	15,011,987						
Ending Fund Balance			<u>\$ 11,058,994</u>	<u>\$ 28,678,426</u>						

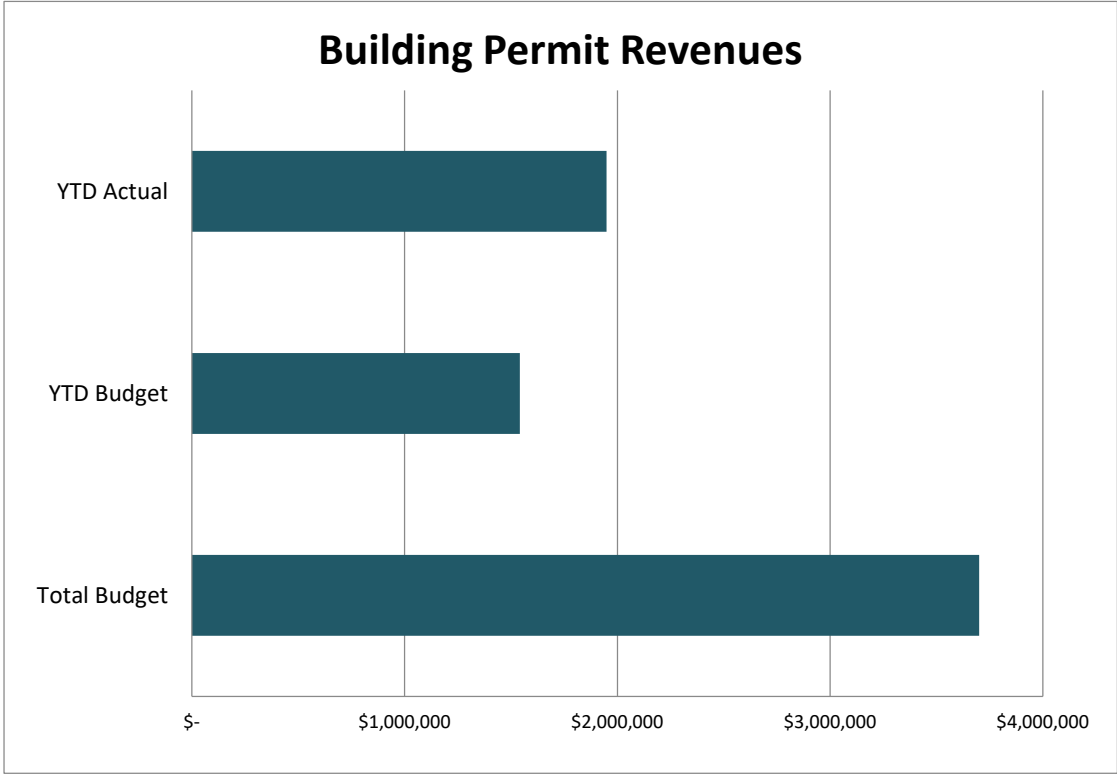
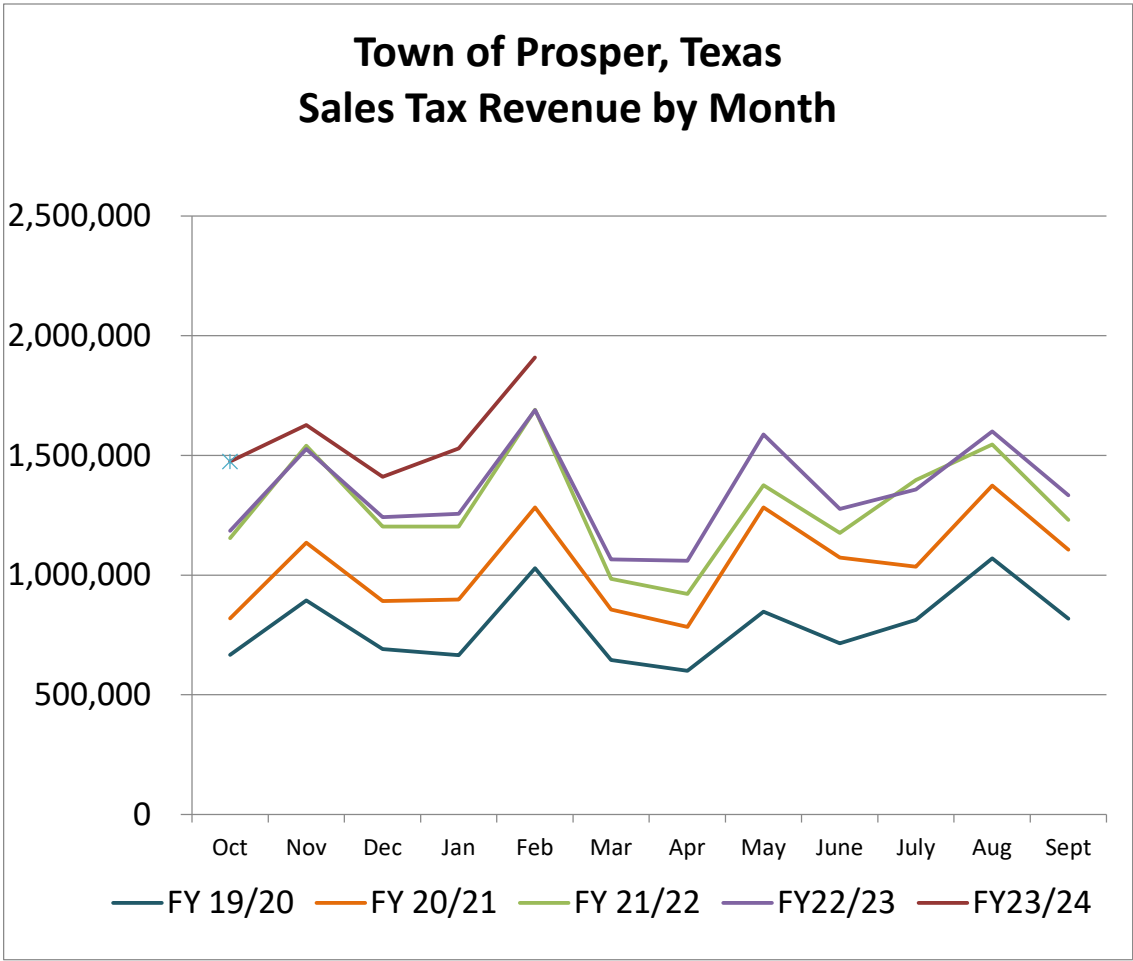
Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.
- 3 The negative change from prior year is due to the capital dedicated portion of the levy being recorded directly to the capital project fund.
- 4 Fund Balance Contingency per Charter and Reserve for FY23 = \$9,586,518 (21%).

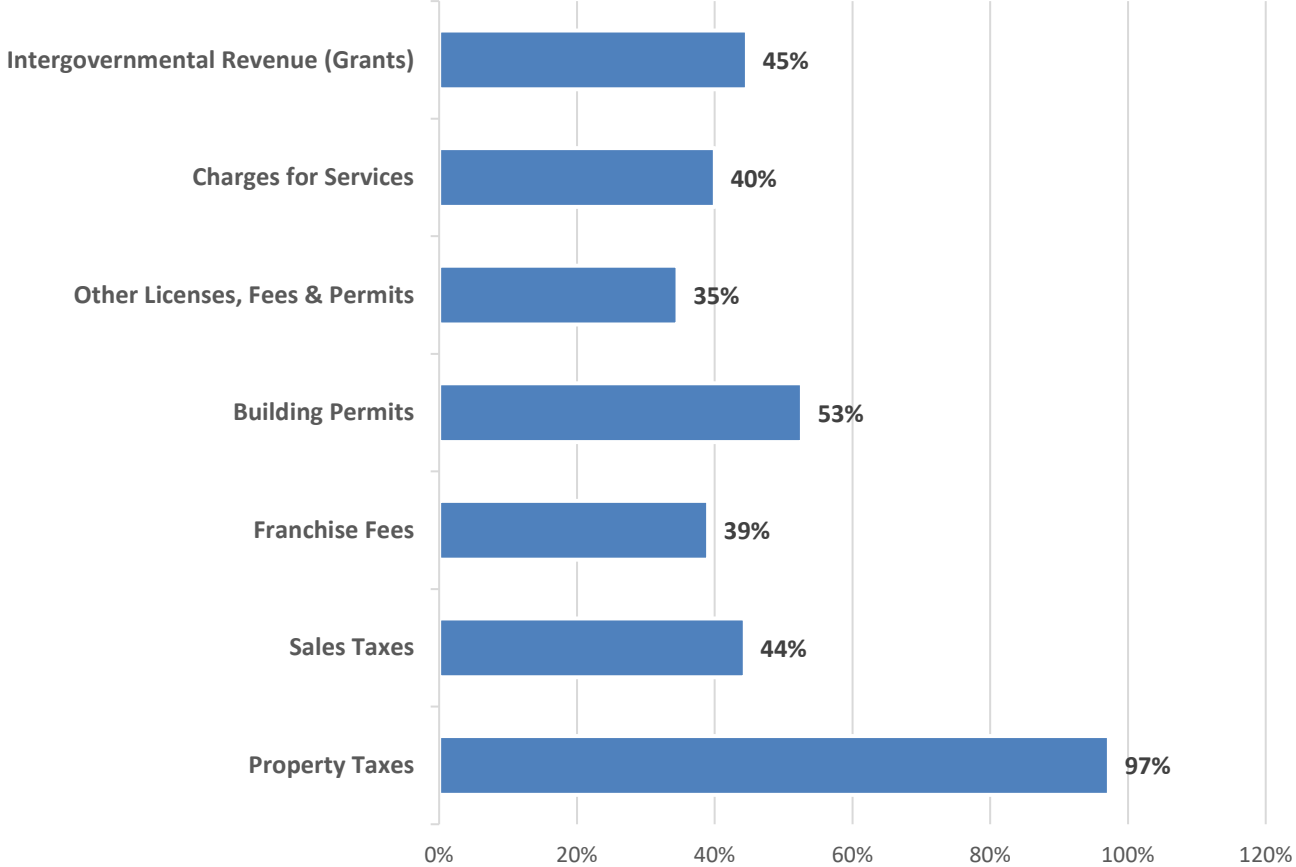
GENERAL FUND REVENUE

Current YTD to Prior Year YTD Actual Comparison

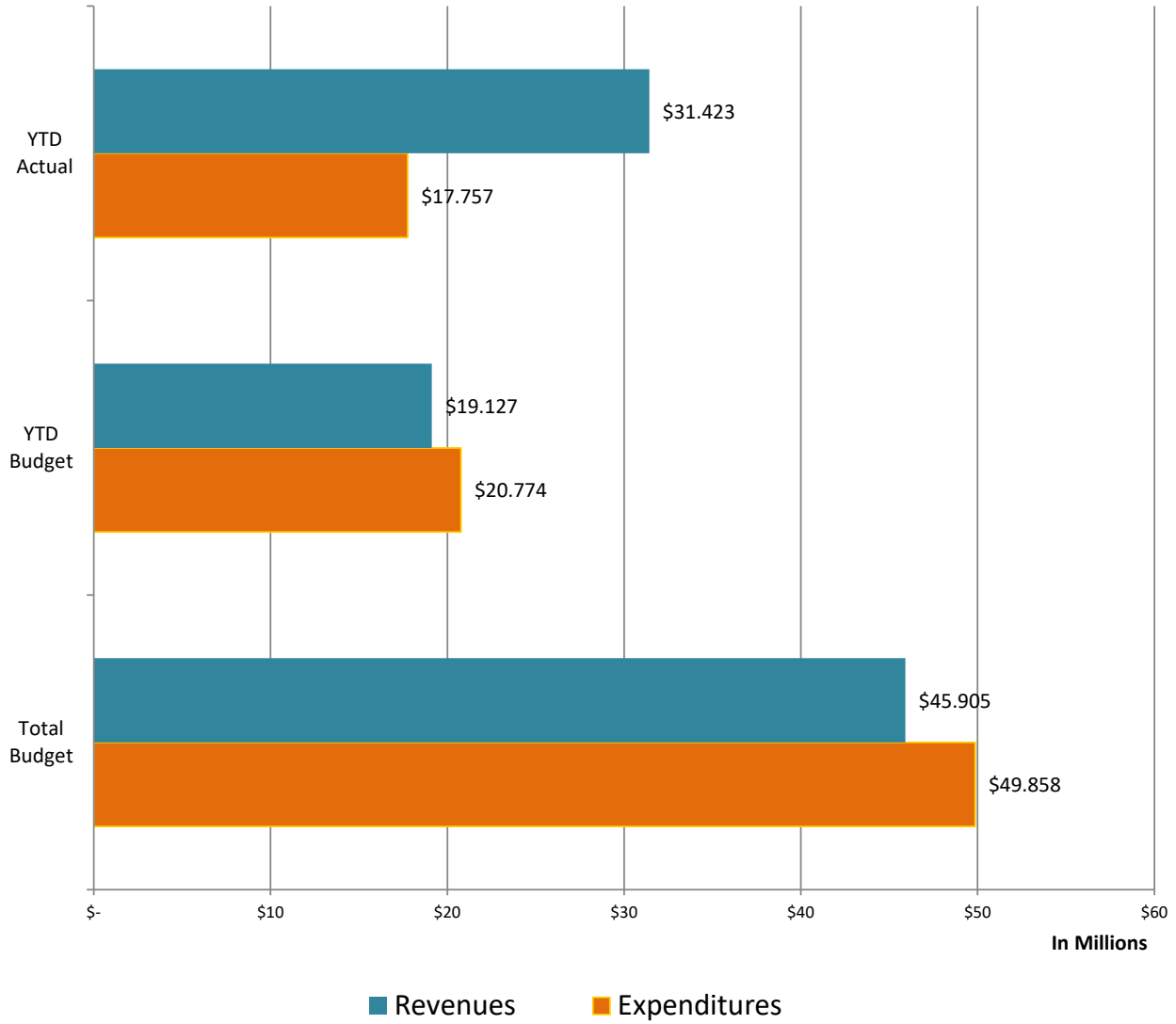




GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET



General Fund Revenues and Expenditures



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 1,312,294	\$ -	\$ 1,748,512	43%		\$ 1,138,002	15%
Interest Income	1,200	-	1,200	-	-	1,200	0%		176	-100%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,062,006	\$ -	\$ 3,062,006	\$ 1,312,294	\$ -	\$ 1,749,712	43%		\$ 1,138,178	15%
EXPENDITURES										
Personnel	\$ 3,167,364	\$ -	\$ 3,167,364	\$ 1,506,243	\$ -	\$ 1,661,121	48%		\$ 1,153,006	31%
Other	1,200	-	1,200	7,350	-	(6,150)	612%		(9,299)	-179%
Total Expenditures	\$ 3,168,564	\$ -	\$ 3,168,564	\$ 1,513,592	\$ -	\$ 1,654,972	48%		\$ 1,143,707	32%
REVENUE OVER (UNDER) EXPENDITURES	\$ (106,558)	\$ -	\$ (106,558)	\$ (201,298)					\$ (5,529)	
Beginning Fund Balance October 1			210,707	210,707					302,439	
Ending Fund Balance Current Month			<u>\$ 104,149</u>	<u>\$ 9,410</u>					<u>\$ 296,910</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

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

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 1,316,004	\$ -	\$ 1,744,802	43%		\$ 1,136,728	16%
Interest Income	600	-	600	2,215	-	(1,615)	369%		1,090	103%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,061,406	\$ -	\$ 3,061,406	\$ 1,318,219	\$ -	\$ 1,743,187	43%		\$ 1,137,818	16%
EXPENDITURES										
Personnel	\$ 3,026,823	\$ -	\$ 3,026,823	\$ 1,106,261	\$ -	\$ 1,920,562	37%		\$ 1,035,250	7%
Other	2,400	-	2,400	7,350	-	(4,950)	306%		(9,299)	-179%
Total Expenditures	\$ 3,029,223	\$ -	\$ 3,029,223	\$ 1,113,611	\$ -	\$ 1,915,612	37%		\$ 1,025,951	9%
REVENUE OVER (UNDER) EXPENDITURES	\$ 32,183	\$ -	\$ 32,183	\$ 204,608					\$ 111,866	
Beginning Fund Balance October 1			495,556	495,556					203,982	
Ending Fund Balance Current Month			<u>\$ 527,739</u>	<u>\$ 700,164</u>					<u>\$ 315,848</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

TIRZ #1 - BLUE STAR

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ -	\$ -	\$ -	\$ 64,949	\$ (64,949)	0%		\$ -	0%
Wastewater Impact Fees	750,000	-	750,000	186,252	563,748	25%		62,767	197%
East Thoroughfare Impact Fees	-	-	-	37,805	(37,805)	0%		-	0%
Property Taxes - Town (Current)	1,108,174	-	1,108,174	-	1,108,174	0%		-	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	236,601	-	236,601	-	236,601	0%		-	0%
Sales Taxes - Town	1,372,209	-	1,372,209	446,849	925,360	33%		414,824	8%
Sales Taxes - EDC	1,149,225	-	1,149,225	374,236	774,989	33%		347,415	8%
Interest Income	6,000	-	6,000	26,517	(20,517)	442%		18,588	43%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 4,622,209	\$ -	\$ 4,622,209	\$ 1,136,607	\$ 3,485,602	25%		\$ 843,595	35%
EXPENDITURES									
Professional Services	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	0%		\$ -	0%
Developer Rebate	4,616,209	-	4,616,209	-	4,616,209	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,622,209	\$ -	\$ 4,622,209	\$ -	\$ 4,622,209	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 1,136,607				\$ 843,595	
Beginning Fund Balance October 1			989,032	989,032				301,260	
Ending Fund Balance Current Month			<u>\$ 989,032</u>	<u>\$ 2,125,639</u>				<u>\$ 1,144,855</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

TIRZ #2

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	\$ 39,537	\$ -	\$ 39,537	\$ -	\$ 39,537	0%		\$ -	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	8,441	-	8,441	-	8,441	0%		-	0%
Sales Taxes - Town	-	-	-	-	-	0%		-	0%
Sales Taxes - EDC	-	-	-	-	-	0%		-	0%
Interest Income	1,200	-	1,200	528	672	44%		281	88%
Total Revenue	\$ 49,178	\$ -	\$ 49,178	\$ 528	\$ 48,650	1%		\$ 281	88%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Rebate	49,178	-	49,178	-	49,178	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 49,178	\$ -	\$ 49,178	\$ -	\$ 49,178	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 528				\$ 281	
Beginning Fund Balance October 1			25,501	25,501				25,189	
Ending Fund Balance Current Month			<u>\$ 25,501</u>	<u>\$ 26,029</u>				<u>\$ 25,470</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

DEBT SERVICE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ 161,346	\$ -	\$ (86,346)	215%		\$ 97,221	66%
Property Taxes-Current	15,069,531	-	15,069,531	15,250,615	-	(181,084)	101%	1	12,705,638	20%
Taxes-Penalties	40,000	-	40,000	15,516	-	24,484	39%		11,503	35%
Interest Income	20,000	-	20,000	124,559	-	(104,559)	623%		55,986	122%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 15,204,531	\$ -	\$ 15,204,531	\$ 15,552,036	\$ -	\$ (347,505)	102%		\$ 12,870,349	21%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	1,000	-	19,000	5%		500	100%
2013 GO Refunding Bond	185,000	(185,000)	-	-	-	-	0%		-	0%
2014 GO Bond Payment	335,000	-	335,000	-	-	335,000	0%		-	0%
2015 GO Bond Payment	1,365,700	-	1,365,700	1,365,700	-	-	100%		1,309,200	4%
2015 CO Bond Payment	475,000	-	475,000	475,000	-	-	100%		465,000	2%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	90,000	-	90,000	90,000	-	-	100%		80,000	13%
2017 CO Debt Payment	450,000	-	450,000	450,000	-	-	100%	2	85,000	429%
2018 GO Debt Payment	150,000	-	150,000	150,000	-	-	100%		145,000	3%
2018 CO Debt Payment	500,000	-	500,000	500,000	-	-	100%		475,000	5%
2019 CO Debt Payment	340,022	-	340,022	340,022	-	1	100%		399,806	-15%
2019 GO Debt Payment	165,000	-	165,000	165,000	-	-	100%		160,000	3%
2020 CO Debt Payment	265,000	-	265,000	265,000	-	-	100%		255,000	4%
2021 CO Debt Payment	260,000	-	260,000	260,000	-	-	100%		245,000	6%
2021 GO Debt Payment	1,290,000	-	1,290,000	1,290,000	-	-	100%		1,225,000	5%
2022 GO Debt Payment	3,603,450	(2,633,450)	970,000	970,000	-	-	100%		1,890,000	-49%
2023 GO Debt Payment	-	2,055,000	2,055,000	2,055,000	-	-	100%		-	0%
2023 GO Refunding Debt Payment	-	175,000	175,000	175,000	-	-	100%		-	0%
Bond Interest Expense	5,458,264	1,383,880	6,842,144	3,414,404	-	3,427,740	50%		2,785,327	23%
Total Expenditures	\$ 14,952,436	\$ 795,430	\$ 15,747,866	\$ 11,966,125	\$ -	\$ 3,781,741	76%		\$ 9,519,832	26%
REVENUE OVER (UNDER) EXPENDITURES	\$ 252,095	\$ (795,430)	\$ (543,335)	\$ 3,585,910					\$ 3,350,517	
Beginning Fund Balance October 1			1,330,265	1,330,265					2,619,367	
Ending Fund Balance Current Month			<u>\$ 786,930</u>	<u>\$ 4,916,176</u>					<u>\$ 5,969,884</u>	

Notes

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

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

SPECIAL REVENUE FUNDS

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Police Donation Revenue	\$ 15,500	\$ -	\$ 15,500	\$ 6,870	\$ -	\$ 8,630	44%		\$ 6,731	2%
Fire Donation Revenue	15,500	-	15,500	6,661	-	8,839	43%		6,430	4%
Child Safety Revenue	28,000	-	28,000	-	-	28,000	0%		6,420	-100%
Court Security Revenue	8,000	-	8,000	5,184	-	2,816	65%		4,679	11%
Court Technology Revenue	7,500	-	7,500	4,288	-	3,212	57%		3,898	10%
Municipal Jury revenue	150	-	150	103	-	47	69%		92	12%
Interest Income	2,425	-	2,425	40,540	-	(38,115)	1672%		8,271	390%
Interest Income CARES/ARPA Funds	180,000	-	180,000	102,343	-	77,657	57%		68,724	49%
Tree Mitigation	-	-	-	43,265	-	(43,265)	0%		244,038	-82%
Escrow Income	-	-	-	167,514	-	(167,514)	0%		-	0%
Cash Seizure Forfeit	-	-	-	1,667	-	(1,667)	0%		-	0%
Miscellaneous	3,000	-	3,000	3,940	-	(940)	131%		2,416	63%
CARES Act/ARPA Funding	6,102,367	-	6,102,367	-	-	6,102,367	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 6,362,442	\$ -	\$ 6,362,442	\$ 382,374	\$ -	\$ 5,980,068	6%		\$ 351,698	9%
EXPENDITURES										
LEOSE Expenditure	\$ 6,500	\$ -	\$ 6,500	\$ 3,955	\$ -	\$ 2,545	61%		\$ 3,300	20%
Court Technology Expense	13,950	-	13,950	-	-	13,950	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		50	-100%
Police Donation Expense	26,872	-	26,872	333	23,880	2,659	90%		-	0%
Fire Donation Expense	10,000	-	10,000	2,140	-	7,860	21%		-	0%
Child Safety Expense	3,000	-	3,000	230	-	2,770	8%		22,238	-99%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
Police Seizure Expense	12,995	-	12,995	867	-	-	7%		-	0%
CARES Act/ARPA Funding	-	-	-	-	-	-	0%		-	0%
Transfer Out (ARPA Funds)	6,348,861	-	6,348,861	-	-	6,348,861	0%		-	0%
Transfer Out (Tree Mitigation Funds)	-	-	-	200,000	-	(200,000)	0%	1	-	0%
Transfer Out (Escrow Funds)	-	-	-	167,514	-	(167,514)	0%	2	-	0%
Total Expenses	\$ 6,439,038	\$ -	\$ 6,439,038	\$ 375,039	\$ 23,880	\$ 6,027,991	6%		\$ 25,588	1366%
REVENUE OVER (UNDER) EXPENDITURES	\$ (76,596)	\$ -	\$ (76,596)	\$ 7,335					\$ 326,111	
Beginning Fund Balance October 1			2,353,529	2,353,529					567,535	
Ending Fund Balance Current Month			<u>\$ 2,276,933</u>	<u>\$ 2,360,865</u>					<u>\$ 893,646</u>	

Notes

- 1 Tree Mitigation Funds were transferred to the capital project fund for the Lakewood Preserve Project.
- 2 Escrow Funds were transferred to the West Thoroughfare Impact Fee Fund for the turn lanes on Teel Parkway.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 February 29, 2024
 Expected Year to Date Percent 41.67%

PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	\$ 300,000	\$ -	\$ 300,000	\$ 273,806	\$ -	\$ 26,194	91%		\$ -	0%
Park Improvements	220,000	-	220,000	243,396	-	(23,396)	111%		-	0%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Interest-Park Dedication	2,000	-	2,000	9,944	-	(7,944)	497%		10,591	-6%
Interest-Park Improvements	4,050	-	4,050	17,673	-	(13,623)	436%		13,340	32%
Park Dedication - Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 526,050	\$ -	\$ 526,050	\$ 544,819	\$ -	\$ (18,769)	104%		\$ 23,931	2177%
EXPENDITURES										
Pecan Grove Park	-	5,200	5,200	5,200	-	-	100%		84,050	-94%
Capital Project	800,000	-	800,000	-	-	800,000	0%		-	0%
Land Acquisition	913,800	(913,800)	-	-	-	-	0%		-	0%
Transfers Out	-	2,063,800	2,063,800	1,313,800	-	750,000	64%	1	-	0%
Total Expenses	\$ 1,713,800	\$ 1,155,200	\$ 2,869,000	\$ 1,319,000	\$ -	\$ 1,550,000	46%		\$ 84,050	1469%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,187,750)	\$ (1,155,200)	\$ (2,342,950)	\$ (774,181)					\$ (60,119)	
Beginning Fund Balance October 1			2,316,978	2,316,978						
Ending Fund Balance Current Month			<u>\$ (25,972)</u>	<u>\$ 1,542,797</u>						

Notes

1 Transfers Out consists of \$913,800 for the Doe Branch Property and \$400,000 for the Lakewood Preserve project. The remaining \$750,000 is for Lakewood and transferred as needed.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 February 29, 2024

EAST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
East Thoroughfare Impact Fees	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 336,613				
East Thoroughfare Other Revenue	-	-	-	-				
Interest-East Thoroughfare Impact Fees	100,000	-	100,000	56,083				
Total Revenues	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 392,696				
EXPENDITURES								
Developer Reimbursements								
FM 1461 (SH289-CR 165)	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 77,074	\$ -	\$ 97,927	\$ 97,927
Cambridge Park Estates	250,000	250,000	-	250,000	-	-	250,000	250,000
Total Developer Reimbursements	\$ 425,000	\$ 425,000	\$ -	\$ 425,000	\$ 77,074	\$ -	\$ 347,927	\$ 347,927
Capital Expenditures								
Coit Road (First - Frontier)	1,289,900	50,000	364,726	414,726	945	360,595	53,187	925,776
Impact Fee Study	50,000	-	44,167	44,167	189	43,978	-	8,646
Total Projects	\$ 1,339,900	\$ 50,000	\$ 408,893	\$ 458,893	\$ 1,134	\$ 404,573	\$ 53,187	\$ 934,422
Transfer to Capital Project Fund	1,820,000	-	-	-	-	-	-	1,820,000
Total Transfers Out	\$ 1,820,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,820,000
Total Expenditures	\$ 3,584,900	\$ 475,000	\$ 408,893	\$ 883,893	\$ 78,208	\$ 404,573	\$ 401,113	\$ 934,422
REVENUE OVER (UNDER) EXPENDITURES			\$ 416,107	\$ 314,489				
Beginning Fund Balance October 1			2,551,734	2,551,734				
Ending Fund Balance Current Month			<u>\$ 2,967,841</u>	<u>\$ 2,866,223</u>				

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 February 29, 2024

WEST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
West Thoroughfare Impact Fees	4,000,000	-	4,000,000	1,771,068				
West Thoroughfare Other Revenue	-	-	-	-				
Interest-West Thoroughfare Impact Fees	150,000	-	150,000	123,740				
Transfers In	-	-	-	167,514				
Total Revenues	\$ 4,150,000	\$ -	\$ 4,150,000	\$ 2,062,322				
EXPENDITURES								
Developer Reimbursements								
Parks at Legacy Developer Reimb	450,000	450,000	-	450,000	225,759	224,241		224,241
Star Trail Developer Reimb	1,500,000	1,500,000	-	1,500,000	-	1,500,000		1,500,000
Tellus Windsong Developer Reimb	571,668	571,668	-	571,668	-	571,668		571,668
Legacy Garden Developer Reimb	103,492	103,492	-	103,492	-	103,492		103,492
Westside Developer Reimb	-	-	-	-	69,468	(69,468)		(69,468)
Total Developer Reimbursements	\$ 2,625,160	\$ 2,625,160	\$ -	\$ 2,625,160	\$ 295,227	\$ -	\$ 2,329,933	\$ -
Capital Expenditures								
Impact Fee Study	50,000	50,000	(2,813)	47,187	-	-	47,187	50,000
Impact Fee Study	41,354	-	44,167	44,167	189	43,978	-	(2,813)
Fishtrap (Elem-DNT)	300,000	300,000	-	300,000	-	-	300,000	300,000
Teel - 380 Intersect	300,000	300,000	-	300,000	-	-	300,000	300,000
Total Projects	\$ 691,354	\$ 650,000	\$ 41,354	\$ 691,354	\$ 189	\$ 43,978	\$ 647,187	\$ -
Transfer to Capital Project Fund	-	-	-	-	-	-	-	-
Total Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 3,316,514	\$ 3,275,160	\$ 41,354	\$ 3,316,514	\$ 295,416	\$ 43,978	\$ 2,977,120	\$ -
REVENUE OVER (UNDER) EXPENDITURES			\$ 833,486	\$ 1,766,907				
Beginning Fund Balance October 1			4,678,905	4,678,905				
Ending Fund Balance Current Month			\$ 5,512,391	\$ 6,445,812				

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 February 29, 2024

WATER IMPACT FEES FUND

Project	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
Impact Fees Water	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 1,274,826				
Interest Income	200,000	-	200,000	166,519				
Total Revenues	\$ 3,450,000	\$ -	\$ 3,450,000	\$ 1,441,345				
EXPENDITURES								
Developer Reimbursements								
Cambridge Park Estates	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
Parks at Legacy Developer Reimb	319,981	319,981	-	319,981	-	319,981		319,981
Star Trail Developer Reimb	412,192	412,192	-	412,192	-	412,192		412,192
Victory at Frontier Developer Reimb	128,471	128,471	-	128,471	-	128,471		128,471
Westside Developer Reimb	300,000	300,000	-	300,000	-	300,000		300,000
TVG Windsong Developer Reimb	1,020,000	1,020,000	-	1,020,000	-	1,020,000		1,020,000
Total Developer Reimbursements	\$ 2,180,644	\$ 2,180,644	\$ -	\$ 2,180,644	\$ -	\$ -	\$ 2,180,644	\$ -
Capital Expenditures								
12" Water Line - DNT	\$ 200,000	\$ 24,250	\$ 58,393	\$ 82,643	\$ 9,786	\$ 25,403	\$ 47,454	\$ 133,107
Lower Pressure Plane	3,100,000	3,100,000	(3,100,000)	-	-	-	-	-
Lower Pressure Plane Easements	1,500,000	-	-	-	-	-	95	1,499,905
Impact Fee Study	100,000	100,000	58,239	158,239	13,888	49,977	94,373	41,761
Total Projects	\$ 4,900,000	\$ 3,224,250	\$ (2,983,367)	\$ 240,883	\$ 23,675	\$ 75,380	\$ 141,828	\$ 174,962
Transfer to CIP Fund	-	-	3,100,000	3,100,000	-	-	3,100,000	-
Total Transfers Out	\$ -	\$ -	\$ 3,100,000	\$ 3,100,000	\$ -	\$ -	\$ 3,100,000	\$ -
Total Expenditures	\$ 7,080,644	\$ 5,404,894	\$ 116,633	\$ 5,521,527	\$ 23,675	\$ 75,380	\$ 5,422,472	\$ 174,962
REVENUE OVER (UNDER) EXPENDITURES				\$ (2,071,527)	\$ 1,417,670			
Beginning Fund Balance October 1				7,133,053	7,133,053			
Ending Fund Balance Current Month				\$ 5,061,527	\$ 8,550,724			

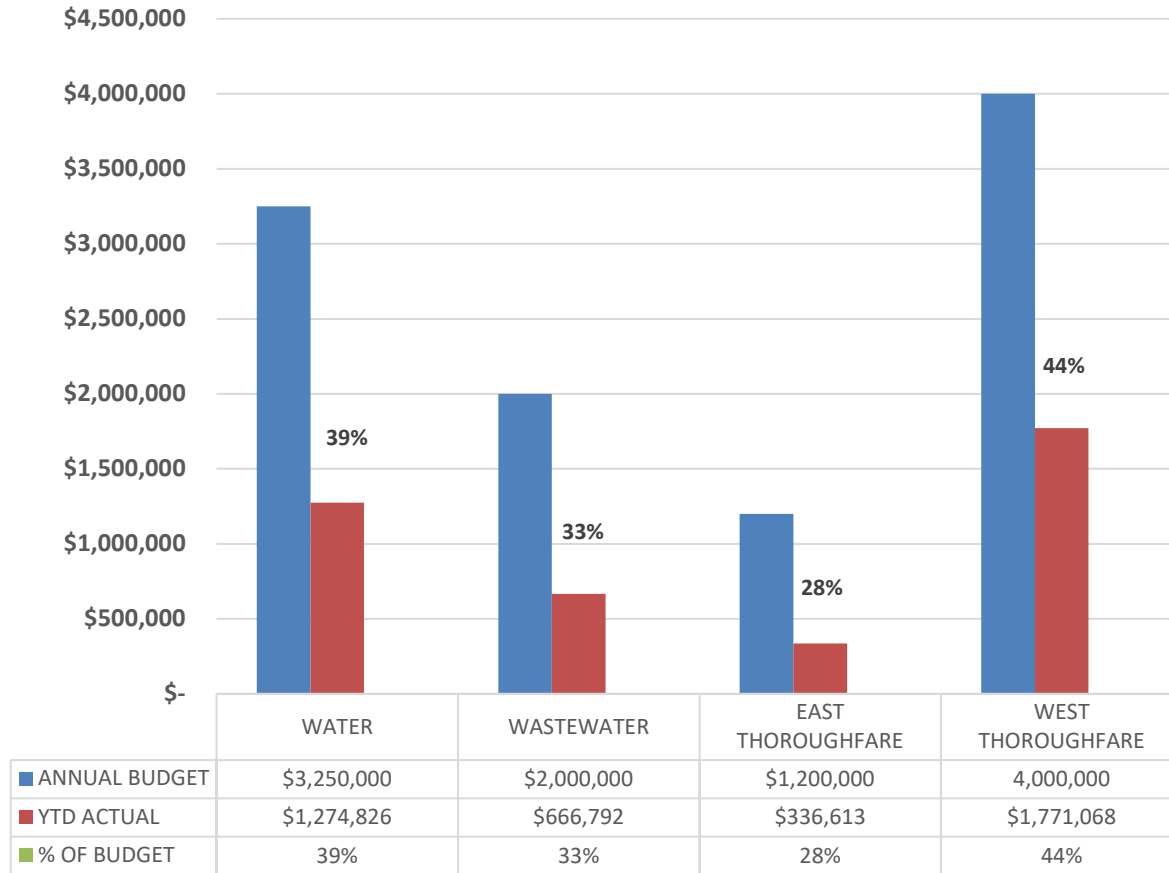
TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 February 29, 2024

WASTEWATER IMPACT FEES FUND

Project	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
REVENUES									
Impact Fees Wastewater	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 666,792					
Interest Income	100,000	-	100,000	68,094					
Upper Trinity Equity Fee	300,000	-	300,000	104,000					
Total Revenues	\$ 2,400,000	\$ -	\$ 2,400,000	\$ 838,886					
EXPENDITURES									
Developer Reimbursements									
TVG Westside Utility Developer Reimb	\$ 222,502	\$ -	\$ 222,502	\$ -		\$ 222,502		\$ 222,502	
Prosper Partners Utility Developer Reimb	100,000	-	100,000	-		100,000		100,000	
Frontier Estates Developer Reimb	-	-	-	21,774		(21,774)		(21,774)	
LaCima Developer Reimb	150,000	-	150,000	-		150,000		150,000	
Brookhollow Developer Reimb	152,146	-	152,146	90,304		61,842		61,842	
TVG Windsong Developer Reimb	650,000	-	650,000	-		650,000		650,000	
All Storage Developer Reimb	168,732	-	168,732	-		168,732		168,732	
Legacy Garden Developer Reimb	86,711	-	86,711	-		86,711		86,711	
Total Developer Reimbursements	\$ 1,530,091	\$ -	\$ 1,530,091	\$ 112,078	\$ -	\$ 1,418,013	\$ -	\$ 1,418,013	
Capital Expenditures									
Doe Branch Wastewater Lines	\$ 975,000	\$ 212,000	\$ 669,859	\$ 881,859	\$ 133,781	\$ 439,264	\$ 308,814	\$ 275,380	\$ 126,575
Impact Fee Study	100,000	-	74,186	74,186	23,099	51,087	-	41,761	(15,947)
Total Projects	\$ 1,075,000	\$ 212,000	\$ 744,045	\$ 956,045	\$ 156,879	\$ 490,352	\$ 308,814	\$ 317,141	\$ 110,629
Transfer to CIP Fund	-	-	-	-	-	-	-	-	-
Total Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,605,091	\$ 1,742,091	\$ 744,045	\$ 2,486,136	\$ 268,957	\$ 490,352	\$ 1,726,828	\$ 317,141	\$ 1,528,642
REVENUE OVER (UNDER) EXPENDITURES			\$ (86,136)	\$ 569,929					
Beginning Fund Balance October 1			2,643,495	2,643,495					
Ending Fund Balance Current Month			<u>\$ 2,557,359</u>	<u>\$ 3,213,424</u>					

IMPACT FEE REVENUE

YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Amendment ¹	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		-	0%
Interest Income	250,000	-	250,000	108,800	-	141,200	44%		50,997	113%
Charges for Services	1,478,966	-	1,478,966	616,236	-	862,730	42%		577,190	7%
Total Revenue	\$ 1,878,966	\$ -	\$ 1,878,966	\$ 725,035	\$ -	\$ 1,153,931	39%		\$ 628,187	15%
EXPENDITURES										
Vehicle Replacement	\$ 772,500	\$ 248,374	\$ 1,020,874	\$ 183,925	\$ 238,669	\$ 598,280	41%		\$ 51,045	260%
Equipment Replacement	203,870	241,152	445,022	40,870	412,674	(8,522)	102%		9,461	332%
Technology Replacement	145,200	-	145,200	42,485	814	101,901	30%		-	0%
Total Expenditures	\$ 1,121,570	\$ 489,525	\$ 1,611,095	\$ 267,280	\$ 652,157	\$ 691,659	57%		\$ 60,506	342%
REVENUE OVER (UNDER) EXPENDITURES	\$ 757,396	\$ (489,525)	\$ 267,871	\$ 457,756					\$ 567,682	
Beginning Fund Balance October 1			5,334,214	5,334,214					3,957,862	
Ending Fund Balance Current Month			<u>\$ 5,602,085</u>	<u>\$ 5,791,970</u>					<u>\$ 4,525,544</u>	

Notes

1 Budget Amendments consist of vehicles and equipment purchases not completed in prior year due to supply chain issues.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

HEALTH INSURANCE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	\$ 4,871,808	\$ -	\$ 4,871,808	\$ 1,937,961	\$ -	\$ 2,933,847	40%		\$ 1,605,566	21%
Health Rebates	250,000	-	250,000	55,536	-	194,464	22%		64,435	-14%
Interest Income	5,000	-	5,000	12,954	-	(7,954)	259%		7,954	63%
Total Revenue	\$ 5,126,808	\$ -	\$ 5,126,808	\$ 2,006,451	\$ -	\$ 3,120,357	39%		\$ 1,677,955	20%
EXPENDITURES										
Contractual Services	\$ 149,500	\$ -	\$ 149,500	\$ 28,617	\$ -	\$ 120,883	19%		\$ 78,712	-64%
Employee Health Insurance	4,969,439	-	4,969,439	1,878,617	-	3,090,822	38%		1,707,528	10%
Total Expenditures	\$ 5,118,939	\$ -	\$ 5,118,939	\$ 1,907,234	\$ -	\$ 3,211,705	37%		\$ 1,786,240	7%
REVENUE OVER (UNDER) EXPENDITURES	\$ 7,869	\$ -	\$ 7,869	\$ 99,217					\$ (108,285)	
Beginning Fund Balance October 1			389,018	389,018					552,615	
Ending Fund Balance Current Month			<u>\$ 396,887</u>	<u>\$ 488,235</u>					<u>\$ 444,330</u>	

Notes

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

WATER-SEWER FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 23,114,755	\$ -	\$ 23,114,755	\$ 6,885,688	\$ -	\$ 16,229,067	30%		\$ 6,467,693	6%
Sewer Charges for Services	11,892,552	-	11,892,552	4,496,706	-	7,395,846	38%		4,229,087	6%
Licenses, Fees & Permits	377,705	-	377,705	189,557	-	188,148	50%		166,585	14%
Utility Billing Penalties	186,900	-	186,900	110,446	-	76,454	59%		86,260	28%
Interest Income	350,000	-	350,000	256,876	-	93,124	73%		140,677	83%
Other	3,494,342	-	3,494,342	361,048	-	3,133,294	10%		256,258	41%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 39,416,254	\$ -	\$ 39,416,254	\$ 12,300,320	\$ -	\$ 27,115,934	31%		\$ 11,346,559	8%
EXPENDITURES										
Administration	\$ 1,138,944	\$ -	\$ 1,138,944	\$ 472,584	\$ 116,201	\$ 550,159	52%		\$ 578,235	-18%
Debt Service	4,609,584	-	4,609,584	2,164,788	-	2,444,796	47%	1	1,701,906	27%
Water Purchases	12,704,415	-	12,704,415	3,846,481	-	8,857,934	30%		3,537,937	9%
Sewer Management Fee	4,560,895	-	4,560,895	1,993,847	-	2,567,048	44%		1,833,432	9%
Franchise Fee	689,851	-	689,851	287,438	-	402,413	42%		220,636	30%
Public Works	8,226,657	13,800	8,240,457	2,794,222	937,085	4,509,150	45%		2,431,113	15%
Transfer Out	9,255,356	4,056	9,259,412	2,568,211	-	6,691,201	28%		486,915	427%
Total Expenses	\$ 41,185,702	\$ 17,856	\$ 41,203,558	\$ 14,127,571	\$ 1,053,286	\$ 23,053,240	37%		\$ 10,790,175	31%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,769,448)	\$ (17,856)	\$ (1,787,304)	\$ (1,827,251)					\$ 556,385	
Beginning Working Capital October 1			17,832,990	17,832,990					12,669,408	
Ending Working Capital			<u>\$ 16,045,686</u>	<u>\$ 16,005,739</u>					<u>\$ 13,225,793</u>	

Notes

- 1 Annual debt service payments are made in February and August.
- 2 Minimum Ending Working Capital balance for FY23 = \$8,278,513 (25%).

**TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%**

WATER-SEWER FUND

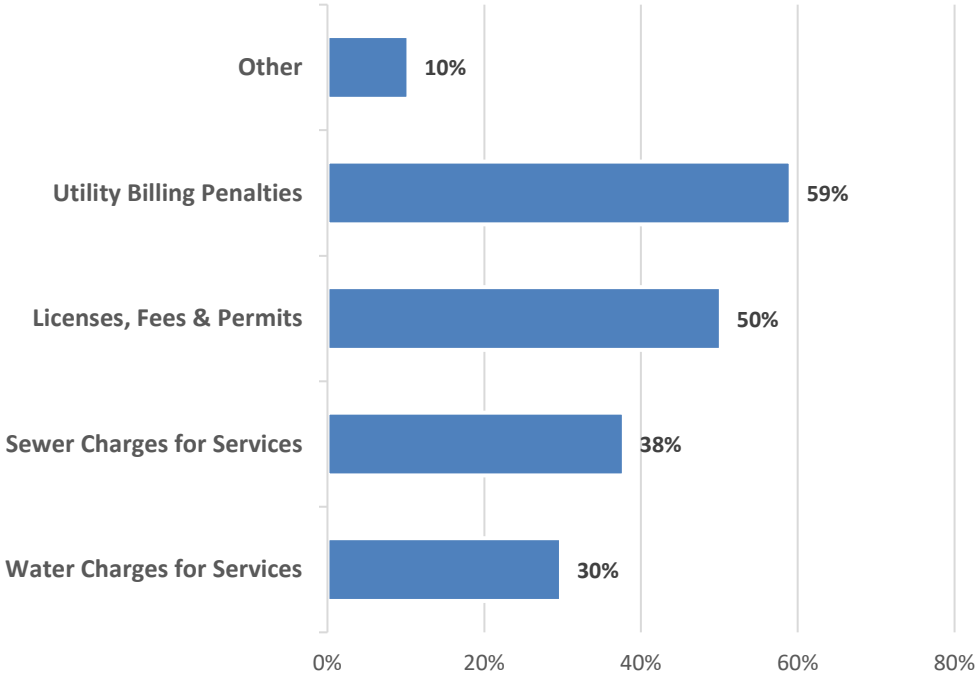
	Feb-24		Feb-23		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	\$ 13,003	\$ 12,299	\$ 12,104	\$ 11,371	7.78%
# of Accts Commercial	466	421	426	382	9.78%
Consumption-Residential	80,832,190	77,646,936	71,628,580	77,598,343	6.20%
Consumption-Commercial	16,481,380	13,524,970	16,043,810	11,717,740	8.09%
Consumption-Commercial Irrigation	3,857,200		5,042,700		-23.51%
Avg Total Res Water Consumption	6,200		5,910		4.91%
Billed (\$) Residential	622,315	728,422	563,768	700,166	6.87%
Billed (\$) Commercial	171,219	139,676	156,155	104,824	19.13%
Billed (\$) Commercial Irrigation	38,872		46,098		-15.67%
Total Billed (\$)	\$ 832,406	\$ 868,099	\$ 766,020	\$ 804,990	8.24%

Average Total Residential Water Consumption by Month				
	FY2024	FY2023	Four Year Average	Cumulative Average
October	19,061	20,110	17,424	17,424
November	10,540	11,190	11,104	28,528
December	8,003	6,273	7,256	35,784
January	7,400	8,049	6,727	42,511
February	6,200	5,910	6,381	48,891
March		5,839	6,436	55,327
April		10,053	9,333	64,660
May		14,092	12,345	77,005
June		14,281	13,323	90,328
July		16,992	17,885	108,212
August		23,095	23,040	131,252
September		26,836	19,429	150,681
TOTAL (gal)	51,204	162,724	150,681	

Month	Avg. Temp (°F)	# Rain Days	Rainfall			
	FY24		FY2024	FY2023	Average	Cumulative
October	68°	8	11.30	5.65	8.48	8.48
November	58°	2	0.57	5.82	3.20	11.67
December	53°	5	4.09	3.43	3.76	15.43
January	43°	10	3.86	1.29	2.58	18.01
February	58°	5	1.56	4.51	3.04	21.04
March				2.69	2.69	23.73
April				1.20	1.20	24.93
May				3.62	3.62	28.55
June				2.35	2.35	30.90
July				0.47	0.47	31.37
August				0.07	0.07	31.44
September				1.18	1.18	32.62
Annual		30.00	21.38	32.28	32.62	

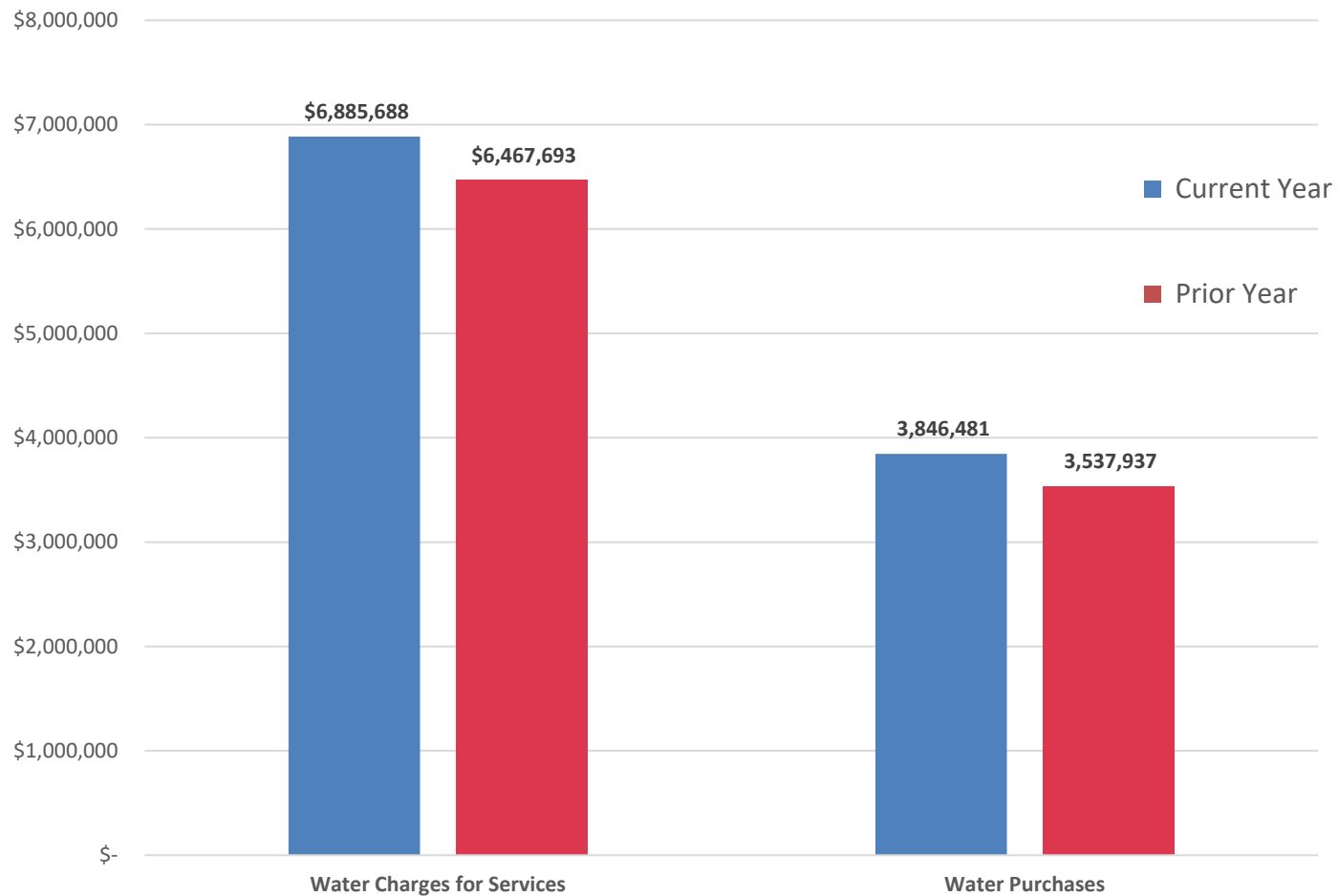
Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2023-10>

WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET



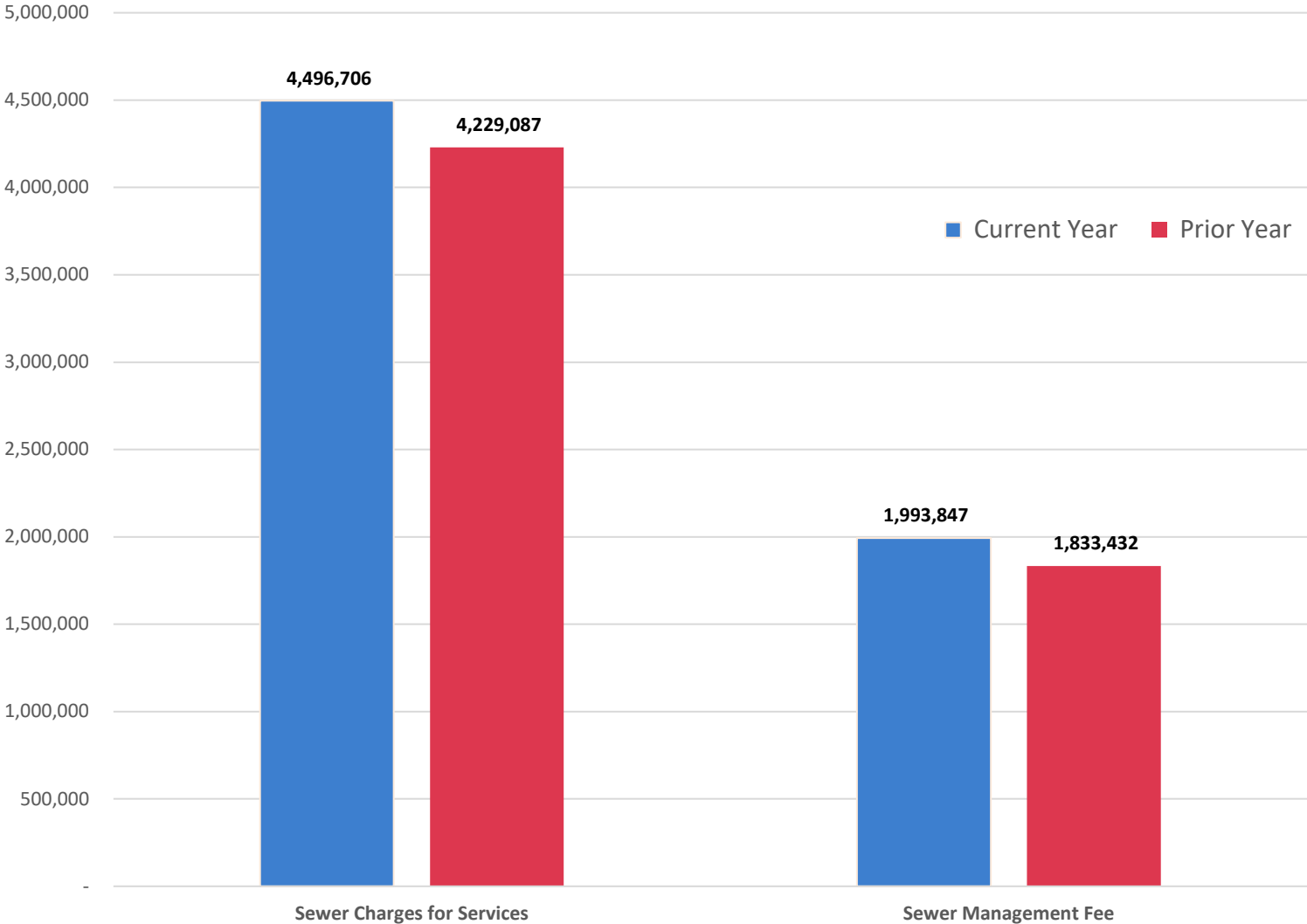
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 825,000	\$ -	\$ 825,000	\$ 383,512	\$ -	\$ 441,488	46%		\$ 351,881	9%
Drainage Review Fee	-	-	-	3,150	-	(3,150)	0%		-	0%
Interest Income	1,800	-	1,800	5,678	-	(3,878)	315%		(1,592)	-457%
Other Revenue	3,000	-	3,000	-	-	3,000	0%		2,096	-100%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 829,800	\$ -	\$ 829,800	\$ 392,340	\$ -	\$ 437,460	47%		\$ 352,386	11%
EXPENDITURES										
Personnel Services	\$ 329,605	\$ -	\$ 329,605	\$ 89,781	\$ -	\$ 239,824	27%		\$ 66,168	36%
Debt Service	219,463	-	219,463	150,531	-	68,932	69%	2	141,589	6%
Operating Expenditures	153,221	(2,028)	151,193	13,518	419	137,256	9%		16,871	-20%
Capital Expenditures	225,000	-	225,000	-	-	225,000	0%		62,230	-100%
Transfers Out	107,996	2,028	110,024	47,248	-	62,776	43%	1	44,998	5%
Total Expenses	\$ 1,035,285	\$ -	\$ 1,035,285	\$ 301,078	\$ 419	\$ 733,788	29%		\$ 331,856	-9%
REVENUE OVER (UNDER) EXPENDITURES	\$ (205,485)	\$ -	\$ (205,485)	\$ 91,262					\$ 20,530	
Beginning Working Capital October 1			380,410	380,410					632,579	
Ending Working Capital Current Month			<u>\$ 174,925</u>	<u>\$ 471,672</u>					<u>\$ 653,109</u>	

- Notes
- 1 Transfers are made monthly to the General Fund for administrative costs.
 - 2 Annual debt service payments are made in February and August.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024
Expected Year to Date Percent 41.67%

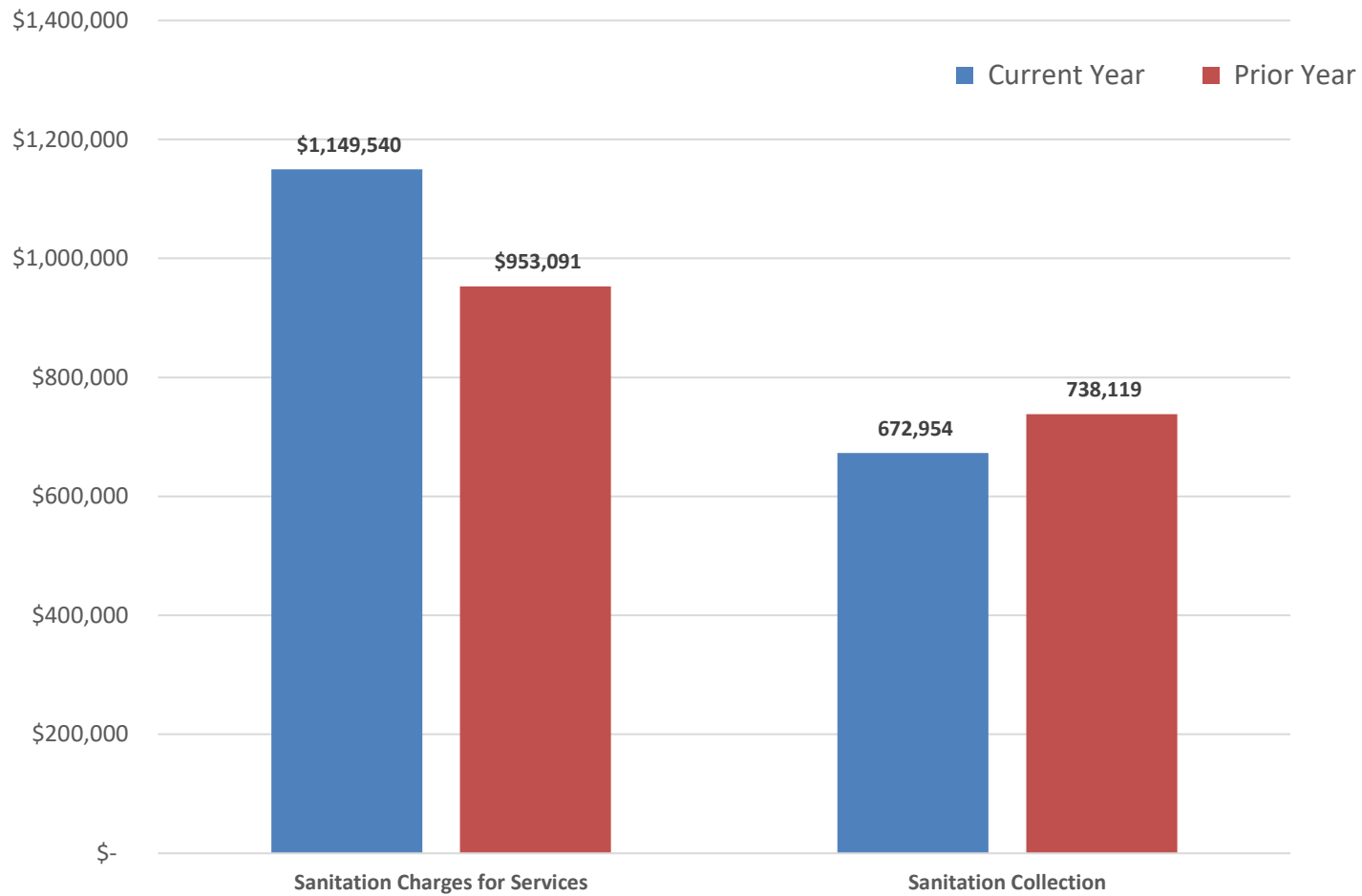
SOLID WASTE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	\$ 2,979,722	\$ -	\$ 2,979,722	\$ 1,149,540	\$ -	\$ 1,830,182	39%		\$ 953,091	21%
Interest Income	-	-	-	2,248	-	(2,248)	0%		599	275%
Transfer In	2,050,000	-	2,050,000	2,000,000	-	50,000	98%		-	0%
Total Revenues	\$ 5,029,722	\$ -	\$ 5,029,722	\$ 3,151,789	\$ -	\$ 1,877,934	63%		\$ 953,691	230%
EXPENDITURES										
Administration	\$ 2,325,554	\$ (1,955,000)	\$ 370,554	\$ 21,087	\$ -	\$ 349,467	6%		\$ 20,374	4%
Sanitation Collection	2,668,887	-	2,668,887	672,954	-	1,995,933	25%		738,119	-9%
Capital Expenditure	-	1,955,000	1,955,000	1,933,413	17,067	4,520	100%		-	0%
Debt Service	-	-	-	-	-	-	0%		-	0%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,994,441	\$ -	\$ 4,994,441	\$ 2,627,454	\$ 17,067	\$ 2,349,920	53%		\$ 758,493	246%
REVENUE OVER (UNDER) EXPENDITURES	\$ 35,281	\$ -	\$ 35,281	\$ 524,334					\$ 195,198	
Beginning Working Capital October 1			6,018	6,018						
Ending Working Capital			<u>\$ 41,299</u>	<u>\$ 530,352</u>						

Notes

SOLID WASTE REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024

CAPITAL PROJECTS FUND - GENERAL

	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
REVENUES									
Grants	\$ 1,877,105	\$ -	\$ 1,877,105	\$ -	-	-	-	-	
Property Taxes-Delinquent	0	-	-	115,291	-	-	-	-	
Property Taxes-Current	8,502,003	-	8,502,003	8,382,812	-	-	-	-	
Taxes-Penalties	0	-	-	3,900	-	-	-	-	
Contributions/Interlocal Revenue	-	-	-	1,685,240	-	-	-	-	
Bond Proceeds	-	-	-	-	-	-	-	-	
Interest Income	-	-	-	1,706,232	-	-	-	-	
Other Revenue	-	-	-	7,872	-	-	-	-	
Transfers In - General Fund	-	140,000	140,000	140,000	-	-	-	-	
Transfers In - Impact Fee Funds	-	-	-	-	-	-	-	-	
Transfers In - Escrows	-	-	-	-	-	-	-	-	
Transfers In - Parks	-	-	-	1,513,800	-	-	-	-	
*Transfers In/Out - Bond Funds	-	-	-	-	-	-	-	-	
Total Revenues	\$ 10,379,108	\$ 140,000	\$ 10,519,108	\$ 13,555,147	-	-	-	-	
EXPENDITURES									
West Prosper Roads	\$ 14,168,828	-	-	-	-	-	14,017,321	151,508	
Fishtrap (seg 2) PISD Reimbursement	1,063,033	-	122,402	122,402	-	122,402	940,631	122,402	
DNT Main Lane (US 380 - FM 428)	2,557,062	-	2,557,062	2,557,062	-	2,557,062	-	2,557,062	
Coit Rd (First-Frontier) 4 Lns	6,500,000	-	6,492,569	6,492,569	445,302	6,047,267	801	6,053,897	
First St (DNT to Coleman)	24,786,567	-	22,644,181	22,644,181	102,337	22,260,627	2,142,264	22,260,750	
Prosper Trl(Coit-Cus	-	-	-	1,545	-	(1,545)	-	(1,545)	
First Street (Elem-DNT) 4 Lanes	30,879,730	-	24,186,414	24,186,414	4,318,559	18,371,347	7,418,615	771,209	
Preston Road / First Street Dual Left Turns (Design & Cc	900,000	-	900,000	900,000	65,048	27,952	-	807,000	
First St (Coit-Custer) 4 Lanes	27,269,101	-	8,805,215	8,805,215	3,261,770	4,106,672	18,463,886	1,436,773	
Preston/Prosper Trail Turn Lane	900,000	-	749,462	749,462	5,677	339,788	403,997	150,538	
Craig Street (Preston-Fifth)	450,000	-	123,480	123,480	12,050	31,030	80,400	313,073	
First Street (Teel - Gee Road)	7,225,443	-	2,435,465	2,435,465	1,532,707	891,311	11,447	4,789,978	
Gee Road (First Street - Windsong)	5,414,933	-	1,198,122	1,198,122	106,570	1,074,307	17,245	3,016,368	
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	973,255	973,255	54,315	280,380	638,561	554,557	
Coleman (Prosper Trail - PHS)	720,000	-	720,000	720,000	-	-	720,000	-	
Legacy (Prairie - First Street)	11,425,000	-	10,706,174	10,706,174	49,418	9,176,253	1,480,502	698,272	
Coit/US 380 SB Turn Lanes	300,000	-	276,014	276,014	4,083	267,264	4,667	23,986	
Parvin (FM 1385 - Legacy)	500,000	-	-	-	-	-	500,000	-	
US 380 Deceleration Lanes - Denton County	500,000	-	500,000	500,000	-	-	500,000	-	
Safety Way	800,000	-	800,000	800,000	-	-	800,000	-	
Gorgeous/McKinley	700,000	-	700,000	700,000	-	-	700,000	-	
Renaming of Fishtrap Road to W. First Street	80,000	-	-	-	-	-	2,877	77,123	
Gee Road (US 380-FM 1385)	2,200,000	-	2,038,300	2,038,300	230,922	1,262,378	545,000	106,028	
Frontier (Legacy-DNT)	300,000	-	-	-	-	-	300,000	-	
First Street (Coleman)	500,000	-	499,791	499,791	198,289	298,260	3,242	209	
Star Trail, Phase 5: Street Repairs	1,450,000	-	1,450,000	1,450,000	-	-	1,450,000	-	
Prosper Trail (Coit - Custer) - 2 WB lanes	400,000	-	400,000	400,000	-	-	400,000	-	
Windsong Pkwy/380 Dual L Turns	22,800	-	22,800	22,800	9,500	13,300	-	-	
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design)	5,850,000	-	5,637,136	5,637,136	75,451	5,414,786	146,899	194,933	
Traffic Improvement Projects	1,000,000	-	977,200	977,200	-	-	977,200	-	
US380 Median Lighting	485,000	-	19,088	19,088	-	-	465,912	-	
Fifth Street Quiet Zone	500,000	-	500,000	500,000	-	-	500,000	-	
Traffic Signal - Fishtrap & Artesia Boulevard	65,000	-	65,000	65,000	7,802	52,448	4,750	-	
Traffic Signal - DNT/Frontier	265,000	-	265,000	265,000	3,225	79,775	182,000	-	
Traffic Signal - Teel Pkwy & Prairie Drive	65,000	-	65,000	65,000	6,466	34,284	24,250	-	
Signl Sdy/Beacon Aca	128,300	-	87,600	87,600	-	87,600	-	40,700	
Crswalk Sign Markings Flashers	400,000	-	268,920	268,920	-	-	268,920	-	
Acaci Traffic Signal	400,000	-	43,480	43,480	-	43,480	-	356,520	
Capital Expenditures	4,176,553	4,176,553	-	4,176,553	-	-	4,176,553	-	
Total Street Projects	\$ 156,847,351	\$ 4,176,553	\$ 97,229,130	\$ 101,405,683	\$ 10,491,036	\$ 42,133,831	\$ 48,780,815	\$ 54,100,247	\$ 50,122,237

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
February 29, 2024

CAPITAL PROJECTS FUND - GENERAL

Project	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Turf Irrigation SH289	68,000	\$ -	\$ -	\$ -	\$ -	\$ -	48,935	19,065
US 380 Median Design (Green Ribbon)	821,250	-	-	-	-	-	65,800	755,450
Tanner's Mill Phase 2 Design	1,396,400	-	-	-	-	-	1,385,109	11,291
Lakewood Preserve, Phase 2	4,982,255	4,982,255	4,982,255	936,572	131,477	3,914,205	-	3,914,205
Pecan Grove Ph II	70,457	-	504	-	-	504	68,958	1,499
Westside Waterline T	800,000	-	800,000	-	-	800,000	-	800,000
Gee Road Trail Connection	700,000	-	700,000	-	-	700,000	-	700,000
Downtown Pond Improvements	120,000	-	108,240	-	-	108,240	11,760	108,240
Raymond Community Park	19,800,000	-	18,994,158	460,401	8,630,441	9,903,316	808,342	9,900,816
Coleman Median Landscape (Victory-Preston)	650,000	-	-	-	-	-	454,811	195,189
Prosper Trail Median Landscape	275,000	-	-	-	-	-	150,723	124,277
Green Ribbon Lovers	2,295,000	-	2,295,000	-	-	2,295,000	-	2,295,000
Windsong Parkland Dedication	1,913,800	-	1,913,800	1,913,800	-	-	-	-
Fronter Park Pond Repairs	473,000	-	473,000	-	-	473,000	-	473,000
Various Hike and Bike Trails	580,680	-	580,680	-	-	580,680	-	580,680
Prosper Trail Screening (Preston - Deer Run)	750,000	-	750,000	-	-	750,000	-	750,000
Parks Master Plan Up	140,000	-	140,000	-	129,340	10,660	-	10,660
Total Park Projects	\$ 35,835,841	\$ -	\$ 31,737,636	\$ 3,310,773	\$ 8,891,258	\$ 19,535,605	\$ 2,994,439	\$ 20,639,372
PD Car Camera and Body worn Camera System	387,225	\$ -	\$ 370,325	\$ 370,325	\$ -	\$ 370,325	16,900	370,325
Station #3 Quint Engine	1,495,000	-	25,120	25,120	12,948	7,174	4,997	1,469,880
Station #3 Ambulance	495,000	-	40,109	40,109	-	2,277	37,832	454,891
Parks & Public Works, Phase 1	\$ 1,200,000	-	1,200,000	1,200,000	-	-	1,200,000	-
Awnings for Storage	19,800	-	300	300	-	-	300	11,100
Public Safety Complex, Phase 2-Design	1,591,160	-	28,337	28,337	-	28,337	-	1,562,823
Public Safety Complex, Phase 2-Dev Costs	647,325	-	227,923	227,923	975	1,200	225,748	123,716
Public Safety Complex, Phase 2-Construction	14,500,000	-	-	-	-	-	14,499,866	134
Public Safety Complex, Phase 2-FFE	1,274,385	-	174,439	174,439	3,163	-	171,276	1,099,946
Fire Station #4 - Design	623,555	-	201,220	201,220	-	201,220	-	472,987
Fire Station #4 - Engine	1,250,000	-	27,213	27,213	12,324	7,174	7,714	1,222,787
Fire Station #4 - Ambulance	552,000	-	427,568	427,568	1,863	378,693	47,012	124,407
Fire Station #4 - Other Costs	8,250	-	-	-	-	-	-	8,250
Fire Station #4 Construction	10,168,195	-	10,168,195	10,168,195	-	-	10,168,195	-
Parks and Public Works Parking Lot	1,000,000	-	1,000,000	1,000,000	-	-	1,000,000	-
Interim Community Center	2,250,000	-	2,250,000	2,250,000	-	-	2,250,000	-
Finish Out Interior Spaces Town Hall First and Second Floor	650,000	-	650,000	650,000	-	-	650,000	-
Emergency Warning Sirens	296,887	-	296,887	296,887	-	296,887	(0)	-
Total Facility Projects	\$ 38,408,782	\$ -	\$ 17,087,635	\$ 17,087,635	\$ 31,273	\$ 922,964	\$ 16,133,399	\$ 21,067,553
Transfer Out	-	-	-	-	-	-	-	-
Total Expenditures	\$ 231,091,974	\$ 4,176,553	\$ 146,054,401	\$ 150,230,954	\$ 13,833,082	\$ 51,948,053	\$ 84,449,819	\$ 78,162,238
REVENUE OVER (UNDER) EXPENDITURES			\$ (139,711,846)	\$ (277,935)				
Beginning Fund Balance (Restricted for Capital Projects) October 1			77,609,702	77,609,702				
Ending Fund Balance (Restricted for Capital Projects) Current Month			<u>\$ (62,102,144)</u>	<u>\$ 77,331,767</u>				

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

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 February 29, 2024

CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES									
Interest Income		\$ -	\$ -	\$ -	\$ 665,903				
Bond Proceeds		-	-	-	-				
Grants		-	6,348,980	6,348,980	6,102,367				
Transfers In		-	-	-	75,000				
Transfers In - ARPA Funds		6,348,980	(6,348,980)	-	-				
Transfers In - Impact Fee Funds		-	-	-	-				
Transfers In - Bond Funds		-	-	-	-				
Total Revenues		\$ 6,348,980	\$ -	\$ 6,348,980	\$ 6,843,270				
EXPENDITURES									
Lower Pressure Plane Pump Station Design	\$ 17,993,706	\$ -	7,359,745	7,359,745	2,668,466	4,684,033	7,247	\$ 10,661,282	\$ (20,075)
LPP Water Line Phase, 2A	11,452,762	-	12,907,299	12,907,299	411,141	-	12,496,158	-	11,041,621
Broadway (Parvin-Craig)	150,000	-	150,000	150,000	-	-	150,000	-	150,000
Fishtrap (Elem-DNT) (Legacy Water Line)	15,000	-	-	-	-	-	-	15,000	-
Doe Branch Parallel Interceptor	5,000,000	-	7,400,000	7,400,000	-	-	7,400,000	-	5,000,000
Doe Branch, Phase 3 WWTP	55,000,000	6,348,980	55,000,000	61,348,980	6,102,367	-	55,246,613	-	48,897,633
Sanitary Sewer Repla	75,000	-	75,000	75,000	42,136	-	32,864	-	32,864
Wilson Creek WW Line	400,000	-	400,000	400,000	-	-	400,000	-	400,000
Parks & Public Works, Phase 1	600,000	-	600,000	600,000	-	-	600,000	-	600,000
DNT (Prosper Trail - Frontier Parkway) 12-inch WL	4,500,000	-	4,500,000	4,500,000	369	1,198,944	3,300,688	-	3,300,688
Upper Doe Branch WW Line (Teel-PISD Stadium)	4,050,000	-	4,050,000	4,050,000	-	-	4,050,000	-	4,050,000
DNT Water Line Relocation (US 380 - First St)	2,146,650	-	2,127,151	2,127,151	105,265	1,299,696	722,191	837	740,853
Master Plan Projects	1,539,007	-	1,539,007	1,539,007	-	-	1,539,007	837	1,538,170
Water Line Relocation Frontier	3,400,000	-	3,137,000	3,137,000	37,695	104,354	2,994,951	239,561	3,018,390
Total Water & Wastewater Projects	\$ 106,322,125	\$ 6,348,980	\$ 99,245,202	\$ 105,594,182	\$ 9,367,439	\$ 7,287,026	\$ 88,939,718	\$ 10,917,516	\$ 78,750,144
Old Town Regional Pond #2	48,386	-	17,177	17,177	-	17,114	63	31,210	63
Total Drainage Projects	\$ 48,386	\$ -	\$ 17,177	\$ 17,177	\$ -	\$ 17,114	\$ 63	\$ 31,210	\$ 63
Transfer out	-	-	-	-	-	-	-	-	-
Total Expenses	\$ 106,370,511	\$ 6,348,980	\$ 99,262,379	\$ 105,611,359	\$ 9,367,439	\$ 7,304,140	\$ 88,939,781	\$ 10,948,725	\$ 78,750,207
REVENUE OVER (UNDER) EXPENDITURES				\$ (99,262,379)	\$ (2,524,168)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				40,601,835	40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (58,660,544)	\$ 38,077,667				



TOWN ATTORNEY

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney

Through: Mario Canizares, Town Manager

Re: Ordinance Releasing Property from the Town's ETJ

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance 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.

Description of Agenda Item:

The 88th Texas Legislature (Regular Session) adopted, and the Governor signed, Senate Bill 2038, effective September 1, 2023. SB 2038 requires that a municipality must release property from its extraterritorial jurisdiction (ETJ) upon the request of a property owner. There are limitations to such release as defined in Section 42.101 of the Texas Local Government Code; however, those limitations apply to very specific situations, such as the property being located within 5 miles of a military base, in the ETJ of a municipality with a population of more than 1.4 million, in an industrial district or in an area subject to a strategic partnership agreement. None of those statutorily authorized situations apply here. If the Town does not adopt the requested ETJ release ordinance, after 45 days of filing a request for release, the ETJ release nevertheless becomes effective as a matter of law.

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 Ordinance as to form and legality.

Attached Documents:

1. Petition for Release of ETJ
2. Proposed Ordinance / Exhibit A

Town Staff Recommendation:

The Town Attorney recommends that the Town Council approve an ordinance 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.

Proposed Motion:

I move to approve an ordinance 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.

STATE OF TEXAS §
§
COUNTY OF COLLIN §

PETITION TO RELEASE PROPERTY FROM EXTRATERRITORIAL JURISDICTION

Pursuant to Chapter 42, Subchapter D of the Texas Local Government Code, Y C Nurseries Inc. ("Owner") hereby files this Petition to Release Property from Extraterritorial Jurisdiction, and certifies the following:

A. Y C Nurseries Inc. is the owner of the property located at 1530 W University Dr., Prosper, TX 75078, and legally described as Y-C Nurseries Addition, Lot 1, Block A, Being a 12.368 acres tract of land situated in Collin County School Land Survey, Abstract No. 147 in Collin County, Texas (the "Property"), as shown and further described on Exhibit "A" hereto.

B. The Property is located in an area of the extraterritorial jurisdiction of the Town of Prosper, Texas, and is legally described as Y-C Nurseries Addition, Lot 1, Block A, Being a 12.368 acres tract of land situated in Collin County School Land Survey, Abstract No. 147 in Collin County, Texas (the "Area").

C. Owner represents a majority in value of the holders of title of land in the Area, as indicated by the tax rolls of the Collin County Appraisal District and listed therein as Geographic ID: R-12339-00A-0010-1.

D. Owner requests that the Town of Prosper, Texas, immediately release the Area from the municipality's extraterritorial jurisdiction in accordance with Tex. Prop. Code § 42.105(c).

E. Pursuant to Tex. Prop. Code § 42.105(d), if the Town of Prosper, Texas, fails to take action to release the Area by the later of the 45th day after the date the municipality receives this Petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

IN WITNESS WHEREOF, the Owner has executed this Petition as of February

27, 2024.

By: Christine Sterling
Name: Christine Sterling
Title: Vice President
Date of Birth: 09/25/1957
Address: 1530 Highway 380W, Prosper TX 75078
Date of Signing: February 27, 2024

VERIFICATION PURSUANT TO TEX. PROP. CODE § 42.105(a)

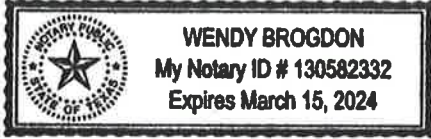
STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned notary public, on this day, personally appeared

Chastie Sterling who stated to me that she signed this instrument for the purposes therein contained on this the 27th day of February, 2024.

Item 4.

Wendy Brogdon
Notary Public



TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, RELEASING 12.368 ACRES, MORE OR LESS, FROM THE TOWN OF PROSPER’S EXTRATERRITORIAL JURISDICTION; MAKING FINDINGS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas (“Town”), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, as authorized by Subchapter D of Chapter 42 of the Texas Local Government Code, the landowners of the property herein described have requested and petitioned in writing that the Town of Prosper exclude the property herein described from the Town’s extraterritorial jurisdiction (“ETJ”); and

WHEREAS, the Town has determined that the submitted petition complies with the requirements of Subchapter D of Chapter 42 of the Texas Local Government Code and that such law requires the release of the property herein described from the Town’s ETJ.

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

SECTION 1

All of the above premises are found to be the true and correct legislative determinations of the Town of Prosper and they are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, the following property, more particularly described in Exhibit A, attached hereto and incorporated by reference, is hereby released from the Town’s ETJ. Further, the Town’s ETJ boundary map is hereby amended in accordance with the ETJ release referenced in this Ordinance, and as required by Section 41.001 of the Texas Local Government Code.

SECTION 3

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 4

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 5

This Ordinance shall become effective after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF MARCH, 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

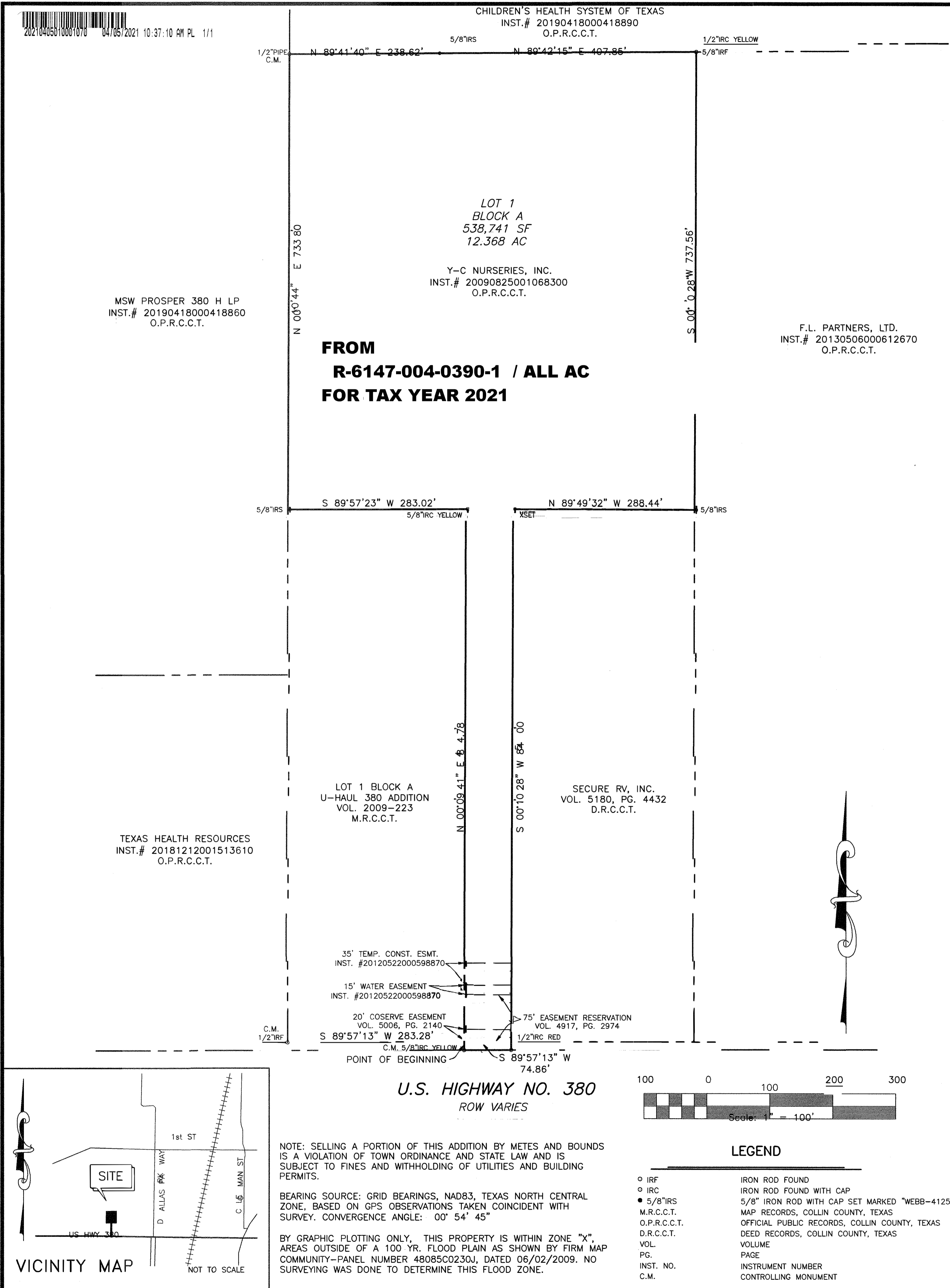
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A
(Legal Description / Depiction of the Property to be Released from Town's ETJ)

Exhibit A



STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Y-C Nurseries, Inc., is the owner of that certain tract of land situated in the South County School Land Survey, Abstract No. 147, Collin County, Texas, being all of that certain tract of land conveyed to Y-C Nurseries, Inc., Inc. by Special Warranty Deed dated January 10, 2009, and recorded in Instrument No. 20090825001068300, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found with yellow cap for the most southerly southwest corner of said Y-C Nurseries, Inc., tract, same being on the north right-of-way line of U.S. Highway No. 380 (right-of-way varies), and being the southeast corner of Lot 1, Block A, U-Haul 380 Addition, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-223, Map Records, Collin County, Texas;

THENCE along the east line of said Lot 1, Block A, U-Haul 380 Addition, North 00 degrees 09 minutes 41 seconds East, a distance of 844.78 feet to a 5/8" iron rod found with yellow cap for the northeast corner of said Lot 1, Block A, U-Haul 380 Addition

THENCE along the north line of said Lot 1, Block A, U-Haul 380 Addition, South 89 degrees 57 minutes 23 seconds West, a distance of 283.02 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of said Lot 1, Block A, U-Haul 380 Addition, same being on the east line of that certain tract of land conveyed to MSW Prosper 380 H LP by Instrument No. 20190418860, Official Public Records, Collin County, Texas;

THENCE along the east line of said MSW Prosper 380 H LP tract, North 00 degrees 10 minutes 44 seconds East, a distance of 733.80 feet to a 1/2" iron pipe for the northwest corner of said Y-C Nurseries, Inc., tract, same being the most westerly southwest corner of that certain tract of land conveyed to Children's Health System of Texas by Instrument No. 20190418000418890, Official Public Records, Collin County, Texas;

THENCE along the north line of said Y-C Nurseries, Inc., tract, same being an interior line of said Children's Health System tract, the following two (2) courses:

North 89 degrees 41 minutes 40 seconds East, a distance of 238.62 feet to a 5/8" iron rod set with cap marked "WEBB-4125";

North 89 degrees 42 minutes 15 seconds East, a distance of 407.85 feet to a 1/2" iron rod found with yellow cap for the northeast corner of said Y-C Nurseries, Inc., tract, same being the northwest corner of that certain tract of land conveyed to F.L. Partners, Ltd., by Instrument No. 20130506000612670, Official Public Records, Collin County, Texas;

THENCE along the west line of said F.L. Partners, Ltd., tract, South 00 degrees 10 minutes 28 seconds West, a distance of 737.56 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of that certain tract of land conveyed to Secure RV, Inc. by Volume 5180, Page 4432, Deed Records, Collin County, Texas;

THENCE along the north line of said Secure RV, Inc. tract, North 89 degrees 49 minutes 32 seconds West, a distance of 288.44 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of said Secure RV, Inc. tract;

THENCE along the west line of said Secure RV, Inc. tract, South 00 degrees 10 minutes 28 seconds West, a distance of 845.00 feet to a 1/2" iron rod found with red cap for the southwest corner of said Secure RV, Inc. tract, same being the most southerly southeast corner of said Y-C Nurseries, Inc., tract, and being on the north right-of-way line of U.S. Highway No. 380;

THENCE along the north right-of-way line of U.S. Highway No. 380, South 89 degrees 57 minutes 13 seconds West, a distance of 74.86 feet to the POINT OF BEGINNING hereof and containing 12,368 acres or 538,741 square feet of land, more or less.

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Kurtis R. Webb, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Prosper, Texas.

Dated this 12th day of March, 2021

Kurtis R. Webb
Kurtis R. Webb
Reg. Professional Land Surveyor
Texas Registration No. 4125

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Kurtis R. Webb, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of March, 2021.

Mary E. Hewlett
Mary E. Hewlett
Notary Public, State of Texas

Health Department Certification:

I, as a representative of Collin County Development Services, do hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

M. R. #3727
Designated Representative for Collin County Development Services

LEGEND

- IRF IRON ROD FOUND
- IRC IRON ROD FOUND WITH CAP
- 5/8" IRF IRON ROD WITH CAP SET MARKED "WEBB-4125"
- M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- VOL. VOLUME
- PG. PAGE
- INST. NO. INSTRUMENT NUMBER
- C.M. CONTROLLING MONUMENT

MARY E. HEWLETT
MY COMMISSION EXPIRES 03-14-2022
NOTARY ID: 131490420

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Y-C Nurseries, Inc., acting herein by and through its duly authorized agent, does hereby certify and adopt this plat designating the herein above described property as **Y-C NURSERIES ADDITION, LOT 1, BLOCK A**, an addition in the ETJ of the Town of Prosper, Texas, and does hereby certify the following:

- All modifications to this document shall be by means of plat and approved by the Town of Prosper.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this plat.
- No building, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
- Town of Prosper permits are required for building construction, on-site sewage facilities and driveway culverts.
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper's use thereof.
- The Town of Prosper and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas. WITNESS, my hand, this the 23rd day of March, 2021.

BY: Y-C Nurseries, Inc.
Christine Sterling
Authorized Signature
Christine Sterling V.P.
Printed Name and Title

FILED and Recorded
Official Public Records
Stacy Kemp, County Clerk
Collin County, TEXAS
04/05/2021 10:37:10 AM
\$31.00 DPOSTER
20210405010001070

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Christine Sterling, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of March, 2021.

Wendy Brogdon
Wendy Brogdon
Notary Public, State of Texas

WENDY BROGDON
My Notary ID # 130682332
Expires March 15, 2024

All lots must utilize alternative type On-Site Sewage Facilities.

Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/streams/ponds, etc. (Per State regulations).

There were two (2) large ponds on the lot at the time of approval.

The P.E. As-Built submitted with the plat shows required OSSF setbacks to the existing ponds were met at the time of approval.

Careful planning will be required prior to any additions to the lot. A pre-planning meeting with P.E. and Development Services is recommended prior to any future development/construction.

There are no easements other than those noted on the final plat.

There were several, existing structures (including a small office, an office/shop and a greenhouse) and two (2) associated OSSFs on the lot at the time of approval.

The P.E. As-Built submitted with the plat shows each existing OSSF to be tied to each of the office buildings, respectively, and no other structures and all OSSF components to be completely within the boundaries of the lot. If any of the OSSF components are actually over the any of the lot lines and continue onto another parcel, the entire system(s) must be replaced with an approved alternative system(s) (after review and permitting through CCDS).

The existing OSSFs on the lot are alternative systems, suitable for the site and existing structures. Any changes to any existing structure must be reviewed by CCDS prior to construction for compliance with OSSF regulations.

Tree removal and/or grading for OSSF may be required on individual lots.

There are two (2) existing water wells on the lot. No water wells are allowed without prior approval from Collin County Development Services.

The P.E. As-Built submitted with the plat shows required OSSF setbacks to the existing wells were met at the time of approval.

Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.

Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

CERTIFICATE OF APPROVAL

Approved this 5th day of January, 2021 by the Planning & Zoning Commission of the Town of Prosper, Texas.

[Signature] Town Secretary
[Signature] Town Engineer
Development Services Department

TOWN OF PROSPER
1914 TEXAS

COUNTY OF COLLIN TEXAS

S12339

FINAL PLAT
Y-C NURSERIES ADDITION
LOT 1, BLOCK A
BEING A 12.368 ACRES TRACT OF LAND SITUATED IN COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 TOWN OF PROSPER, COLLIN COUNTY, TEXAS.

DATE: 3/2/2021 CASE NUMBER: D20-0099 SHEET 1 OF 1



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: NAFECO Bunker Gear Purchase

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

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.

Description of Agenda Item:

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper entered into an interlocal participation agreement in June 2005, providing the Town's participation in the Texas Local Government Purchasing Cooperative. Participation in the cooperative purchasing program allows our local government to purchase goods and services from the cooperative's online purchasing system, BuyBoard, while satisfying all competitive bidding requirements.

This purchase will provide a blanket PO for the purchase of Bunker Gear, Wildland Gear, Supplies, and Equipment for firefighters in compliance with NFPA 1851.

Budget Impact:

This cost for Bunker Gear, Wildland Gear, Supplies and Equipment is \$115,000. This expenditure was approved in the FY24 budget and will be funded from Account No. 100-5630-30-01.

Attached Documents:

1. NAFECO Quote

Town Staff Recommendation:

Town staff recommends 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.

Proposed Motion:

I move to approve 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.



NAFECO Inc.
 "North America Fire Equipment Co."
 1515 West Moulton Street
 Decatur, AL 35601
 Office: 800-628-6233



Bill To:
 Prosper Fire Department
 1500 E First Street
 Prosper, TX 75078
 (972)347-2424

Shipping Address:
 Prosper Fire Department
 1500 E First Street
 Prosper, TX 75078
 (972)347-2424

Date: 03/14/2024
Customer ID: PRO074
BuyBoard Contract# 698-23
PO#

PSGQ	Sales Rep #	Ordered By	PO#	Sales Quote
PSGQ10624-P	D Stewart 82	Scott Diliberto 214-799-6610	PO#	Good 45 Days

Line	Item	Qty.	Description	Unit Price	Total
1	CVFM/F	12	Lion / V-Force Coat / with ArmorAP Gold shell / Natural / Lime/Yellow Trim	\$2,188.51	\$26,262.12
2	PVFM/F	12	Lion / V-Force Pant / with ArmorAP Gold shell / Natural / Lime/Yellow Trim	\$1,493.73	\$17,924.74
3	CXTM71	11	LION VersaPro PLUS Coat, 32", Tan, Lime/Yellow Trim	\$569.25	\$6,261.75
4	PXTM71	11	LION VersaPro PLUS Pant Tan, Lime/Yellow Trim	\$534.00	\$5,874.00
5					

Subtotal	\$56,322.61
Shipping	\$0.00
Misc.	
Total	\$56,322.61



POLICE DEPARTMENT

To: Mayor and Town Council

From: Doug Kowalski, Chief of Police

Through: Mario Canizares, Town Manager

Re: Radio Equipment and Supplies

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

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.

Description of Agenda Item:

To conform with State Purchasing Law and best practices, the current and anticipated spending in fiscal year 2024 for radio equipment and supplies has reached the threshold requiring approval from the Town Council. The estimated amount for these purchases is \$145,800.00.

Budget Impact:

Funding was approved and is available in the FY24 budget.

Attached Documents:

1. DIR-TSO-4101 Contract Summary

Town Staff Recommendation:

Town Staff recommends 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

Proposed Motion:

I move to approve 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

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

Contract Number

DIR-TSO-4101

Contract Term Date: **07/22/24** ⓘ

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

Vendor Information

[Motorola Solutions, Inc.](#)

Vendor ID: **1361115800000**

HUB Type: **Non HUB** ⓘ

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

Contract Status: **Active**

VENDOR CONTACT:

[Marty Saucedo](#) ↗

Phone: (210) 237-2936

[Vendor Website](#) ↗

DIR CONTACT:

[Tiffanay Waller](#) ↗

Phone: (512) 475-4962

Contract Overview

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

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

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

- Hardware
- Software
- Technical Services

MORE INFORMATION

[Vendor Website](#) ↗

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

Getting Started

Through our various program areas, DIR helps State Agencies, local government, and other organizations save money with the purchasing power of Texas.

1

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2

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3

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300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

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FACILITIES

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Contract for Town Hall Improvements

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a contract with Nouveau Technology Services, LP, for interior improvements to Town Hall.

Description of Agenda Item:

During the budget review, Town Council approved funding to complete interior renovations to Town Hall including completion of unfinished space on the first floor in the utility billing area, completion of unfinished space on the second floor adjacent to the engineering department, and completion of unfinished space on the third floor near the communication division. The projects are to provide additional and more efficient workspace to accommodate the increase in staff. The council approved up to \$650,000 in the capital improvement budget for this project.

Facilities staff requested a quote from Nouveau Technology Services, LP, utilizing the Interlocal Purchasing System (TIPS) cooperative purchasing program. The proposed cost of the improvements is \$336,436.77.

Budget Impact:

The improvements will be charged to Account 750-6610-10-00-2330-FC. Funding in the amount of \$650,000 is available for this project.

Legal Obligations and Review:

Standard contract language will be utilized.

Attached Documents:

1. Nouveau Technology Services, LP, Proposal

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a contract with Nouveau Technology Services, LP, for interior improvements to Town Hall.

Proposed Motion:

Item 7.

I move to authorize the Town Manager to execute a contract with Nouveau Technology Services, LP, for interior improvements to Town Hall.

Proposal



Phone: 972-484-5077
 Fax: 972-484-5072

Proposal: 32263C
Date: 3/7/2024

To:	Project:
City of Prosper Attn: Robert Cook 250 W First St. Prosper, TX 75078	Town Hall 1st-2nd-3rd floor Remodel 250 W First St Prosper, TX 75078

Salesperson		
Stephanie Cortez		RCSP 211001

Scope of Work

Nouveau Construction respectfully submits our base proposal for the listed project. This proposal includes all labor, material and equipment to perform the work described in this proposal and the following scope of work.

Demo:
 Demo walls per plans
 Build walls per plans
 New acoustical ceiling grid, tile and insulation above.
 Remove windows, Raise walls on Court clerk at 2 different locations.
 work walls where to add double windows at conf 115
 Cut wall top and bottom and rework walls around clerks.
 Build 2 walls for new doors at mail room
 Repair ceilings around work area
 Tape n bed and paint new walls and affected walls by remodel 2nd floor
 Directors area Demo 22 In ft of wall
 Remove door and frame, resize wall for new cased openin
 Build walls per plan 1600 sq ft of new acoustical ceiling grid and tile with insulation
 Repair 400 sq ft of existing ceilings around new wall
 Tape N bed and paint of new walls and affected walls by remodel 3rd floor
 Scope of work at Mayor Suite
 Build wall long for new door
 All new ceilings with insulation above
 Tape n bed and paint new walls and affected areas.

Electrical:
 1st floor-
 Furnish and install (6) new fixtures matching existing as per specs
 Provide (1) circuit to new VAV
 Provide (1) Quad/Data
 Provide (1) dedicated 120v 20a circuit
 Use existing spare breakers
 Reconfigure/add switch to tie in new lighting with existing
 Move (2) existing fixtures due to new wall going up
 All Home runs to be ¾ conduit (minimum)
 All power in open wall to be ¾ conduit (minimum)
 2nd floor-
 Furnish and install (10) new fixtures matching existing, as per specs
 Add (1) quad/Data in Rm.206, coming off existing circuitry
 Relocate (2) existing switches due to new wall
 Demo (5) existing lights
 Provide (1) circuit to new VAV
 Tie in new lights to lighting system, providing (1) power pack and (1) additional switch
 Provide (8) dedicated 120v 20a circuits from existing panel to designated locations
 Use existing spare breakers
 3rd floor-
 Furnish and install (6) fixtures matching existing, as per specs
 Demo (2) existing Lts
 Provide (4) circuits serving (4) quad outlets

Proposal



Use existing spare breakers
 Provide (4) Datas with raceway to accessible ceiling
 Add (1) switch and use (1) existing Lt in closet closet
 Doors and hardware:
 Frameworks Type II Frame 3080 SINGLE FRAME W/4' SL 3080 frame with 4' sidelite - clear anodized finish - 4-7/8 prepped for (4) hinges and ASA strike
 Transaction window - speaker port non-electrified
 4 Frameworks Type II Frame 3'0" X 4'2" CASED OPENING WINDOW
 Transaction window - speaker port non-electrified
 2 Frameworks Type II Frame 3080 SINGLE FRAME
 3 sided frame only - 3080 - clear anodized finish - 4-7/8prepped for (4) hinges and ASA strike
 3080, wide stile, 10 bottom rail interior aluminum storefront door - clear anodized finish - full glass cutout - prepped for (4) hinges and mortise lock
 4 3080 1 3/4 WD PC-5 PSWM 20MIN UNFIN MATCH/EDGE F SPC (SBBMOLM;WDFHFML)
 3'0" x 8'0" plain sliced white maple wood door - prepped for (4) hinges and mortise lock - flush (no vision kit) - non-rated - various handings
 24 Hinges ECBB1100 4 1/2 x 4 1/2 NRP US26D (Hager 75049)6 Mortise Lockset 70 8255 LNJ LH 26D
 2 Closer 4040 XP REG/PA TBWMS AL
 Closers for mail room doors
 4 Wall Stop(s) 236W US32D
 2 26" x 70" 1/4" Clear Tempered Glass
 4 48" x 96" 1/4" Clear Tempered Glass
 3 36" x 50" 1/4" Clear Tempered Glass
 36" x 50" 1/4" Clear Tempered Glass
 3 36" x 60" 1/4" Clear Tempered Glass
 4 Stain for Wood Doors
 Fire Suppression
 Drop down Fire Sprinkler Heads in Rooms on 1st, 2nd, 3rd Floors. Total of 18 Head Drops, 1 Add Head 3rd FI Narrow Closet.
 Town of Prosper Fire Marshall wants Permit, but do not Pay for it. Will need to Sign Off Permit with Fire Marshall.
 Submit to Fire Marshall simple drawing of location of drops, material cut sheets.
 Price includes all Labor and Material to Add Drops.
 Mechanical
 Install (4) new VAV boxes with associated duct, insulation, grilles and controls.
 b. Relocate (2) existing grilles to fit new office layout
 Install owner supplied carpet. Provide and install cove

Pricing good for 15 days from date of proposal

Proposal Total:	336,436.77
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Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____



Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

Project Scope: Demo:
Demo walls per plans Build walls per plans New acoustical ceiling grid , tile and insulation above. Remove windows, Raise walls on Court clerk at 2 different locations. work walls where to add double windows at conf 115. Cut wall top and bottom and rework walls around clerks.
Build 2 walls for new doors at mail room Repair ceilings around work areas Tape n bed and paint new walls and affected walls by remodel 2nd floor
Directors area: Demo 22 In ft of wall
Remove door and frame, resize wall for new cased opening. Build walls per plans 1600 sq ft of new acoustical ceiling grid and tile with insulation Repair 400 sq ft of existing ceilings around new walls Tape N bed and paint of new walls and affected walls by remodel 3rd floor. Scope of work at Mayor Suite Build wall long for new door All new ceilings with insulation above Tape n bed and paint new walls and affected areas
Electrical:
1st floor-
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Reconfigure/add switch to tie in new lighting with existing
Move (2) existing fixtures due to new wall going up
All Home runs to be ¾ conduit (minimum)
All power in open wall to be ¾ conduit (minimum)
2nd floor-
Furnish and install (10) new fixtures matching existing, as per specs
Add (1) quad/Data in Rm.206, coming off existing circuitry
Relocate (2) existing switches due to new wall
Demo (5) existing lights
Provide (1) circuit to new VAV
Tie in new lights to lighting system, providing (1) power pack and (1) additional switch
Provide (8) dedicated 120v 20a circuits from existing panel to designated locations
Use existing spare breakers
3rd floor-
Furnish and install (6) fixtures matching existing, as per specs
Demo (2) existing Lts
Provide (4) circuits serving (4) quad outlets
Use existing spare breakers
Provide (4) Datas with raceway to accessible ceiling
Add (1) switch and use (1) existing Lt in closet closet
Doors and hardware:
Frameworks Type II Frame 3080 SINGLE FRAME W/4' SL 3080 frame with 4' sidelite - clear anodized finish - 4-7/8 prepped for (4) hinges and ASA strike
Transaction window - speaker port non-electrified
4 Frameworks Type II Frame 3'0" X 4'2" CASSED OPENING WINDOW
Transaction window - speaker port non-electrified
2 Frameworks Type II Frame 3080 SINGLE FRAME
3 sided frame only - 3080 - clear anodized finish - 4-7/8 prepped for (4) hinges and ASA strike

Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

Division Summary and Totalling Components Continued...

2 Frameworks Alum. Door 3080 WIDE STILE SWING DOOR W/10" BTM RAIL
 3080, wide stile, 10" bottom rail interior aluminum storefront door - clear anodized finish - full glass cutout - prepped for (4) hinges and mortise lock
 4 3080 1 3/4 WD PC-5 PSWM 20MIN UNFIN MATCH/EDGE F SPC (SBBMOLM;WDFHFML)
 3'0" x 8'0" plain sliced white maple wood door - prepped for (4) hinges and mortise lock - flush (no vision kit) - non-rated - various handings
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 2 Closer 4040 XP REG/PA TBWMS AL
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 Fire Suppression
 Drop down Fire Sprinkler Heads in Rooms on 1st, 2nd, 3rd Floors. Total of 18 Head Drops, 1 Add Head 3rd FI Narrow Closet.
 Town of Prosper Fire Marshall wants Permit, but do not Pay for it. Will need to Sign Off Permit with Fire Marshall.
 Submit to Fire Marshall simple drawing of location of drops, material cut sheets.
 Price includes all Labor and Material to Add Drops.
 Mechanical
 Install (4) new VAV boxes with associated duct, insulation, grilles and controls.
 b. Relocate (2) existing grilles to fit new office layout
 Install owner supplied carpet. Provide and install cove

Division Summary (MF04)

01 - General Requirements	\$19,939.00	26 - Electrical	\$38,870.40
02 - Existing Conditions		27 - Communications	\$4,407.00
03 - Concrete		28 - Electronic Safety and Security	\$2,388.00
04 - Masonry		31 - Earthwork	
05 - Metals	\$270.00	32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	\$1,737.60	33 - Utilities	
07 - Thermal and Moisture Protection	\$1,890.00	34 - Transportation	
08 - Openings	\$10,592.00	35 - Waterway and Marine Transportation	
09 - Finishes	\$28,829.32	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings	\$816.00	48 - Electric Power Generation	
13 - Special Construction		Custom	\$40,719.32
14 - Conveying Equipment		Trades	\$225,830.20
21 - Fire Suppression	\$1,860.00	Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$58,498.50	MF04 Total (Without totalling components)	\$436,647.34
25 - Integrated Automation			

Totalling Components

Line Item Subtotal	\$436,647.34	TIPS Standard-JOC (-6.0000%)	\$(26,198.84)
CCI-Q1-2024-McKinney, Tx (-19.3000%)	\$(84,272.94)	Bonding-Town of Prosper (2.5000%)	\$10,261.21

Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

Division Summary and Totaling Components Continued...

Priced/Non-Priced

Total Priced Items:	88	\$436,647.34	
Total Non-Priced Items:	0	\$0.00	0.00%
	88	\$436,647.34	

Grand Total **\$336,436.77**

Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0200	Field personnel, project manager, average	Week	1.0000	\$3,749.00	\$3,749.00 RSM24FAC P
2	01-31-13-20-0260	Field personnel, superintendent, average	Week	4.0000	\$3,725.00	\$14,900.00 RSM24FAC P
3	01-56-16-10-0110	Dust barrier, temporary, polyethylene sheet, 6 mil	Sq.	18.0000	\$38.00	\$684.00 RSM24FAC P
4	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	6.0000	\$101.00	\$606.00 RSM24FAC P
01 - General Requirements Total					\$19,939.00	
05 - Metals						
5	05-05-23-50-0020	Powder actuated stud driver, single shot, .22 cal	Ea.	1.0000	\$106.00	\$106.00 RSM24FAC P
6	05-05-23-50-0600	Powder actuated drive pin, .300 x 3/4" long	C	1.0000	\$164.00	\$164.00 RSM24FAC P
05 - Metals Total					\$270.00	
06 - Wood, Plastics, and Composites						
7	06-25-16-10-5000	Plywood paneling, "A" face, birch, veneer core, select, 3/4" thick	S.F.	192.0000	\$9.05	\$1,737.60 RSM24FAC P
06 - Wood, Plastics, and Composites Total					\$1,737.60	
07 - Thermal and Moisture Protection						
8	07-21-16-20-0100	Blanket insulation, for walls or ceilings, kraft faced fiberglass, 3-1/2" thick, R13, 23" wide	S.F.	1,500.0000	\$1.26	\$1,890.00 RSM24FAC P
07 - Thermal and Moisture Protection Total					\$1,890.00	
08 - Openings						
9	08-14-16-09-3380	Door, wood, architectural, flush, interior, M.D. overlay on hardboard, 1-3/8", 3'-0" x 7'-0"	Ea.	3.0000	\$290.50	\$871.50 RSM24FAC P
10	08-43-13-10-0020	Frames, aluminum, door, entrance, clear anodized finish, storefront, 3' x 7' opening	Opng.	2.0000	\$2,728.00	\$5,456.00 RSM24FAC P
11	08-71-20-30-0020	Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, all sizes, regular arm	Ea.	3.0000	\$380.00	\$1,140.00 RSM24FAC P
12	08-71-20-44-0760	Door hardware, anti-ligature mortise lockset, lever handle office set, US32D	Ea.	3.0000	\$770.00	\$2,310.00 RSM24FAC P
13	08-71-20-50-0020	Door hardware, doorstops, holder and bumper, floor or wall	Ea.	3.0000	\$74.50	\$223.50 RSM24FAC P

Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

08 - Openings

Item	Description	UM	Quantity	Unit Cost	Total	Book
14 08-71-20-90-1480	Door hardware, hinges, full mortise, high frequency, brass base, US10B, 4-1/2" x 4-1/2" Pair		6.0000	\$98.50	\$591.00	RSM24FAC P
08 - Openings Total					\$10,592.00	

09 - Finishes

15 09-01-70-10-0100	Gypsum wallboard, repairs, fill and sand, pin / nail holes	Ea.	50.0000	\$0.80	\$40.00	RSM24FAC P
16 09-01-70-10-0500	Gypsum wallboard, repairs, skim coat surface with joint compound	S.F.	4,840.0000	\$0.53	\$2,565.20	RSM24FAC P
17 09-05-05-10-1250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	S.F.	150.0000	\$1.03	\$154.50	RSM24FAC P
18 09-05-05-20-0850	Flooring demolition, vinyl or rubber cove base, straight section	L.F.	100.0000	\$0.62	\$62.00	RSM24FAC P
19 09-05-05-30-2300	Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (gypsum wallboard)	S.F.	1,200.0000	\$3.62	\$4,344.00	RSM24FAC P
20 09-22-16-13-3200	Metal stud partition, non-load bearing, galvanized, 12'high, 3-5/8" wide, 20 gauge, 16" OC, includes top & bottom track	S.F.	900.0000	\$2.81	\$2,529.00	RSM24FAC P
21 09-29-10-30-2090	Gypsum wallboard, on walls, standard, w/compound skim coat (level 5 finish), 5/8" thick	S.F.	1,800.0000	\$1.83	\$3,294.00	RSM24FAC P
22 09-29-15-10-0400	Accessories, gypsum board, corner bead, galvanized steel, 1-1/4" x 1-1/4"	C.L.F.	1.0000	\$277.00	\$277.00	RSM24FAC P
23 09-29-15-10-1160	Accessories, gypsum board, screws, #6 x 1" A	M	1.0000	\$11.70	\$11.70	RSM24FAC P
24 09-29-15-10-1170	Accessories, gypsum board, screws, #6 x 1-5/8" A	M	3.0000	\$23.00	\$69.00	RSM24FAC P
25 09-29-15-10-9000	Accessories, gypsum board, minimum labor/equipment charge	Job	3.0000	\$255.00	\$765.00	RSM24FAC P
26 09-51-23-10-9000	Suspended acoustic ceiling tiles, minimum labor/equipment charge	Job	3.0000	\$191.00	\$573.00	RSM24FAC P
27 09-53-23-30-1080	Hanging wire, 8' long, 12 gauge	C.S.F.	2.0000	\$14.80	\$29.60	RSM24FAC P
28 09-65-13-13-0700	Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	300.0000	\$3.91	\$1,173.00	RSM24FAC P
29 09-65-16-10-8700	Resilient flooring, adhesive cement, 1 gallon per 200 - 300 S.F.	Gal.	5.0000	\$24.00	\$120.00	RSM24FAC P
30 09-91-23-33-1800	Paints & coatings, interior, doors, flush, w/frame, both sides, varnish, brushwork, sand after 1st coat, 3' x 7', excl. frame	Ea.	4.0000	\$57.10	\$228.40	RSM24FAC P
31 09-91-23-74-0290	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, sand finish, cut-in by brush	L.F.	2,418.0000	\$0.69	\$1,668.42	RSM24FAC P

Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

09 - Finishes

Item	Description	UM	Quantity	Unit Cost	Total	Book
32 09-91-23-74-0340	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, sand finish, roller	S.F.	4,836.0000	\$0.67	\$3,240.12	RSM24FAC P
33 09-91-23-74-0790	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, smooth finish, cut-in by brush	L.F.	2,418.0000	\$0.69	\$1,668.42	RSM24FAC P
34 09-91-23-74-0840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, smooth finish, roller	S.F.	4,836.0000	\$0.86	\$4,158.96	RSM24FAC P
35 09-97-10-10-2330	Paints & coatings, interior, low VOC, wallboard primer	Gal.	10.0000	\$38.00	\$380.00	RSM24FAC P
36 09-97-10-10-2345	Paints & coatings, interior, low VOC, eggshell	Gal.	17.0000	\$83.50	\$1,419.50	RSM24FAC P
37 09-97-10-10-5100	Paints & coatings, interior, varnish and stain, polyurethane, clear, in 5 gallon lots	Gal.	1.0000	\$58.50	\$58.50	RSM24FAC P
09 - Finishes Total					\$28,829.32	

12 - Furnishings

38 12-36-23-13-9000	Countertops, minimum labor/equipment charge	Job	4.0000	\$204.00	\$816.00	RSM24FAC P
12 - Furnishings Total					\$816.00	

21 - Fire Suppression

39 21-13-13-50-5620	Sprinkler system components, sprinkler heads, concealed, complete with coverplate, 135-212 degrees F, 1/2" NPT, 1/2" orifice, excludes supply piping	Ea.	20.0000	\$93.00	\$1,860.00	RSM24FAC P
21 - Fire Suppression Total					\$1,860.00	

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

40 23-05-93-10-2500	Balancing, air conditioning equipment, multi-zone A.C. and heating unit, (Subcontractor's quote including material & labor)	Ea.	10.0000	\$630.00	\$6,300.00	RSM24FAC P
41 23-05-93-10-3000	Balancing, air conditioning equipment, supply, return, exhaust, registers and diffusers, average ceiling height, (Subcontractor's quote including material & labor)	Ea.	30.0000	\$84.00	\$2,520.00	RSM24FAC P
42 23-31-13-13-0150	Metal ductwork, fabricated rectangular, 2000 to 5000 lb., aluminum alloy 3003-H14, incl fittings, joints, supports & allow for a flexible connections field sketches, excludes as-built drawings and insulation	Lb.	1,300.0000	\$15.06	\$19,578.00	RSM24FAC P
43 23-31-13-16-9990	Metal ductwork, minimum labor/equipment charge	Job	3.0000	\$193.00	\$579.00	RSM24FAC P
44 23-33-46-10-5050	Ductwork, flexible aluminum, acoustical, fiberglass insulation 1-1/2" thick, 1/2 lb. density, UL approved, 12" diameter, pressure to 2"(WG) NFPA-90A, with polyethylene jacket	L.F.	250.0000	\$23.85	\$5,962.50	RSM24FAC P

Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

Item	Description	UM	Quantity	Unit Cost	Total	Book
45 23-36-16-10-5880	Duct accessories, mixing box, variable air volume, with hot water coils, fan powered, damper, actuator and thermostat, 2,000 CFM	Ea.	4.0000	\$4,625.00	\$18,500.00	RSM24FAC P
46 23-36-16-10-5924	Duct accessories, variable air volume, fan powered powered,direct digital control, 2000 CFM	Ea.	4.0000	\$421.00	\$1,684.00	RSM24FAC P
47 23-37-13-60-1400	Register, air supply, ceiling/wall, anodized aluminum, adjustable curved face bars, one or two way deflection, 30" x 6", includes opposed blade damper	Ea.	30.0000	\$112.50	\$3,375.00	RSM24FAC P
23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total					\$58,498.50	

26 - Electrical

48 26-05-19-90-0100	Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in C.L.F. wireway, conduit, cable tray		24.0000	\$107.00	\$2,568.00	RSM24FAC P
49 26-05-33-13-5020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	600.0000	\$9.00	\$5,400.00	RSM24FAC P
50 26-05-33-13-5220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	250.0000	\$11.00	\$2,750.00	RSM24FAC P
51 26-05-33-13-7020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H	Ea.	184.0000	\$23.00	\$4,232.00	RSM24FAC P
52 26-05-33-16-0100	Outlet boxes, pressed steel, extension rings, 4" octagon	Ea.	23.0000	\$26.50	\$609.50	RSM24FAC P
53 26-05-33-16-0150	Outlet boxes, pressed steel, 4" square	Ea.	92.0000	\$47.50	\$4,370.00	RSM24FAC P
54 26-05-33-16-0250	Outlet boxes, pressed steel, covers, blank, 4" square	Ea.	35.0000	\$15.40	\$539.00	RSM24FAC P
55 26-27-26-10-7200	Low voltage switching, control wire, 2 conductor	C.L.F.	10.0000	\$171.00	\$1,710.00	RSM24FAC P
56 26-27-26-20-1700	Dimmer switch, incandescent, 3 way, 120 volt, 600 watt	Ea.	6.0000	\$73.00	\$438.00	RSM24FAC P
57 26-27-26-20-2542	Quad receptacle, isolated ground, quad, 20 amp	Ea.	23.0000	\$109.00	\$2,507.00	RSM24FAC P
58 26-51-13-55-2020	Interior LED fixtures, strip, surface mounted, 5,000 K, two light bar 4' long, incl lamps, mounting hardware and connections	Ea.	25.0000	\$522.00	\$13,050.00	RSM24FAC P
59 26-61-13-30-0360	Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #12, 6' long	Ea.	23.0000	\$30.30	\$696.90	RSM24FAC P
26 - Electrical Total					\$38,870.40	

27 - Communications

60 27-15-01-19-1600	Fire alarm cable, FEP teflon, 150 V, to 200 Deg.C, #22, 2 pair	C.L.F.	3.0000	\$630.00	\$1,890.00	RSM24FAC P
61 27-15-13-13-7242	Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6	C.L.F.	12.0000	\$149.00	\$1,788.00	RSM24FAC P

Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

27 - Communications

Item	Description	UM	Quantity	Unit Cost	Total	Book
62 27-15-13-13-7316	Unshielded twisted pair (UTP) jack, RJ45, category 6	Ea.	20.0000	\$21.00	\$420.00	RSM24FAC P
63 27-15-43-13-1020	Voice/data wall plate, plastic, 1 gang, 2-port, excl voice/data devices	Ea.	20.0000	\$15.45	\$309.00	RSM24FAC P
27 - Communications Total					\$4,407.00	

28 - Electronic Safety and Security

64 28-15-11-11-0740	Access control equipment, entrance card reader, proximity	Ea.	1.0000	\$720.00	\$720.00	RSM24FAC P
65 28-15-11-11-1100	Access control equipment, accessories, electric door strike/bolt	Ea.	1.0000	\$770.00	\$770.00	RSM24FAC P
66 28-15-11-11-1120	Access control equipment, accessories, electromagnetic lock	Ea.	1.0000	\$625.00	\$625.00	RSM24FAC P
67 28-15-11-19-0360	Scanner/reader access control, power supply/transfer, 110V to 12/24V	Ea.	1.0000	\$273.00	\$273.00	RSM24FAC P
28 - Electronic Safety and Security Total					\$2,388.00	

Custom

68 08-14-16-09-3440	Door, wood, architectural, flush, interior, M.D. overlay on hardboard, for 8'-0" high,Ea. add		3.0000	\$69.00	\$207.00	CUSTOM P
69 09-51-23-30-0820	Complete suspended ceilings, mineral fiber, Tegular, 4' x 4' x 5/8", on 9/16" grid, S.F. include standard suspension system, excl. 1-1/2" carrier channels		1,800.0000	\$16.19	\$29,142.00	CUSTOM P
70 11-22-16-13-5800	Teller equipment, window, pass thru, aluminium frame, 60" x 36"	Ea.	2.0000	\$1,130.56	\$2,261.12	CUSTOM P
71 11-22-16-13-5800	Teller equipment, window, pass thru, aluminium frame, 50" x 36"	Ea.	4.0000	\$950.80	\$3,803.20	CUSTOM P
72 12-36-61-16-2100	R&R - Solid surface countertop, acrylic polymer, solid colors, pricing for orders of L.F. 1-50 LF, 32" wide		35.0000	\$151.60	\$5,306.00	CUSTOM P
Custom Total					\$40,719.32	

Trades

73 CARP	Carpenters - 2024 RSMeans Facilities O&P Rate 2 carpenters 40 hours each. Remove counter tops, cut and replace	Hour	80.0000	\$95.70	\$7,656.00	Trades P
74 CARP	Carpenters - 2024 RSMeans Facilities O&P Rate 2 carpenters framing and drywall	Hour	80.0000	\$95.70	\$7,656.00	Trades P
75 CARP	Carpenters - 2024 RSMeans Facilities O&P Rate 2 carpenters, remove trim and fabricate new trim.	Hour	80.0000	\$95.70	\$7,656.00	Trades P

Estimator: Stephanie Cortez

Prosper Town Hall 1st-2nd-3rd Floor Remodel

Trades							
Item	Description	UM	Quantity	Unit Cost	Total	Book	
76	CRPT Carpet & Linoleum Layers - 2024 RSMMeans Facilities O&P Rate 2 carpet installers	Hour	260.0000	\$93.25	\$24,245.00	Trades	P
77	ELEC Electricians - 2024 RSMMeans Facilities O&P Rate 1 electrician for 25 days 8 hours per day.	Hour	240.0000	\$109.90	\$26,376.00	Trades	P
78	HELP Helpers Average (5 trades) - 2024 RSMMeans Facilities O&P Rate 2 electrical helpers at 25 days at 8 hours per day.	Hour	440.0000	\$75.10	\$33,044.00	Trades	P
79	HELP Helpers Average (5 trades) - 2024 RSMMeans Facilities O&P Rate Access controls helper	Hour	20.0000	\$75.10	\$1,502.00	Trades	P
80	HELP Helpers Average (5 trades) - 2024 RSMMeans Facilities O&P Rate 1 data tech helper	Hour	120.0000	\$75.10	\$9,012.00	Trades	P
81	HELP Helpers Average (5 trades) - 2024 RSMMeans Facilities O&P Rate 3 mechanical helpers	Hour	390.0000	\$75.10	\$29,289.00	Trades	P
82	PORD Painters, Ordinary - 2024 RSMMeans Facilities O&P Rate 1 painter at 100 hours	Hour	100.0000	\$81.45	\$8,145.00	Trades	P
83	PORH Painters Helper - 2024 RSMMeans Facilities O&P Rate 2 helpers at 100 hours each	Hour	240.0000	\$65.15	\$15,636.00	Trades	P
84	SKWK Skilled Workers Average (35 trades) - 2024 RSMMeans Facilities O&P Rate 2 door and hardware installers	Hour	60.0000	\$100.10	\$6,006.00	Trades	P
85	SKWK Skilled Workers Average (35 trades) - 2024 RSMMeans Facilities O&P Rate 1 mechanical installer	Hour	160.0000	\$100.10	\$16,016.00	Trades	P
86	SKWK Skilled Workers Average (35 trades) - 2024 RSMMeans Facilities O&P Rate Access Controls 2 workers	Hour	32.0000	\$100.10	\$3,203.20	Trades	P
87	SKWK Skilled Workers Average (35 trades) - 2024 RSMMeans Facilities O&P Rate 1 Data tech	Hour	120.0000	\$100.10	\$12,012.00	Trades	P
88	SPRI Sprinkler Installers - 2024 RSMMeans Facilities O&P Rate 2 sprinkler installers	Hour	160.0000	\$114.85	\$18,376.00	Trades	P
Trades Total						\$225,830.20	

Estimate Grand Total **336,436.77**



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 Street Renaming – West of Whitley Place Drive

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance 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.

Description of Agenda Item:

With the construction of the First Street (Coit – Custer) project, a portion of First Street has been realigned resulting in a portion of former First Street no longer being considered as a part of the new alignment of First Street. The purpose of this request is to rename the north-south segment of “First Street” to “Wildcat Way” to match the street name of the existing road adjacent to the east side of Walnut Grove High School. In addition, the east-west segment of “First Street” west of Whitley Place Drive and directly behind the homes in Whitley Place to be renamed to “Wear Cemetery Lane”.

Town staff provided notice of the name change to all affected property owners, which only includes one (1) property owner, Mr. Dan Tolleson. Following approval of the ordinance, Mr. Tolleson will be notified of the road name change and any address changes, accordingly.

Upon Town Council adoption of the attached ordinance, Town staff will order and install new street name blades. In addition, property owners impacted by the road name change will be notified to submit for reimbursement of advertising, licensing and signage expenses incurred as a result of the road name change. Emergency services will reflect the street name change within their databases once all signage has been replaced.

Budget Impact:

The estimated expense for the renaming is between \$5,000 - \$10,000 and is dependent upon expenses impacted property owners submit for reimbursement, and the expense for replacing street signage. Expenses incurred will be funded by the First Street (Coit – Custer) project in Account No. 750-6110-10-00-2014-ST.

Legal Obligations and Review:

Item 8.

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

Attachments:

1. Location Map
2. Ordinance
3. Thoroughfare Plan

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance 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.

Proposed Motion:

I move to approve an ordinance 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.



Location Map

Wear Cemetery

First Street

Walnut Grove High School

First Street

First Street

First Street

Wildcat Way

Whitley Place Drive

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, CHANGING THE NAME OF A NORTH-SOUTH SEGMENT OF FIRST STREET IN THE TOWN OF PROSPER TO “WILDCAT WAY” AND CHANGING THE NAME OF AN EAST-WEST SEGMENT OF FIRST STREET TO “WEAR CEMETERY LANE”; 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"), has reconstructed and realigned a portion of First Street, between Coit Road and Custer Road, and as a consequence, there is a portion of former First Street that no longer is considered a part of First Street, as depicted in Exhibit 1, attached hereto and incorporated by reference; and

WHEREAS, due to such reconstruction and realignment of First Street, the Town wishes to rename the north-south segment of former First Street as “Wildcat Way” and the east-west segment of former First Street as “Wear Cemetery Lane”, all as depicted in attached Exhibit A.

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, the Town hereby renames the north-south segment of former First Street as “Wildcat Way” and the east-west segment of former First Street as “Wear Cemetery Lane”.

SECTION 3

The Town Manager is hereby charged with notifying any and all public agencies, property owners and others of the foregoing name changes and to take any and all necessary steps and acts to effect immediately such name changes. The Town Manager is also further authorized to make all appropriate revisions to street signage and Town maps, and take all other necessary actions incident and related thereto.

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting 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

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.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF MARCH, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

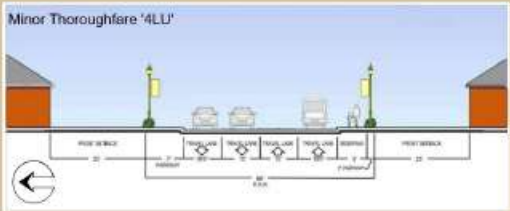
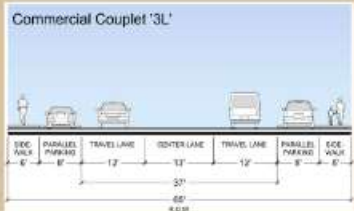
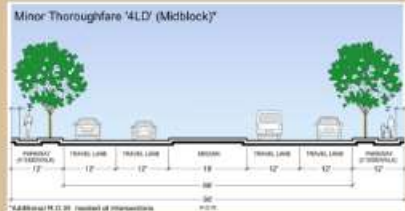
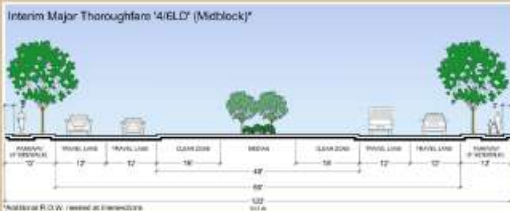
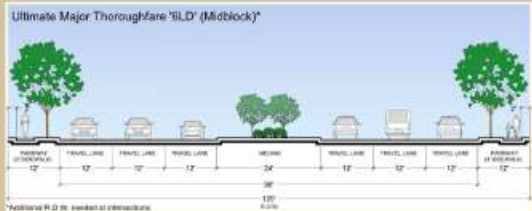
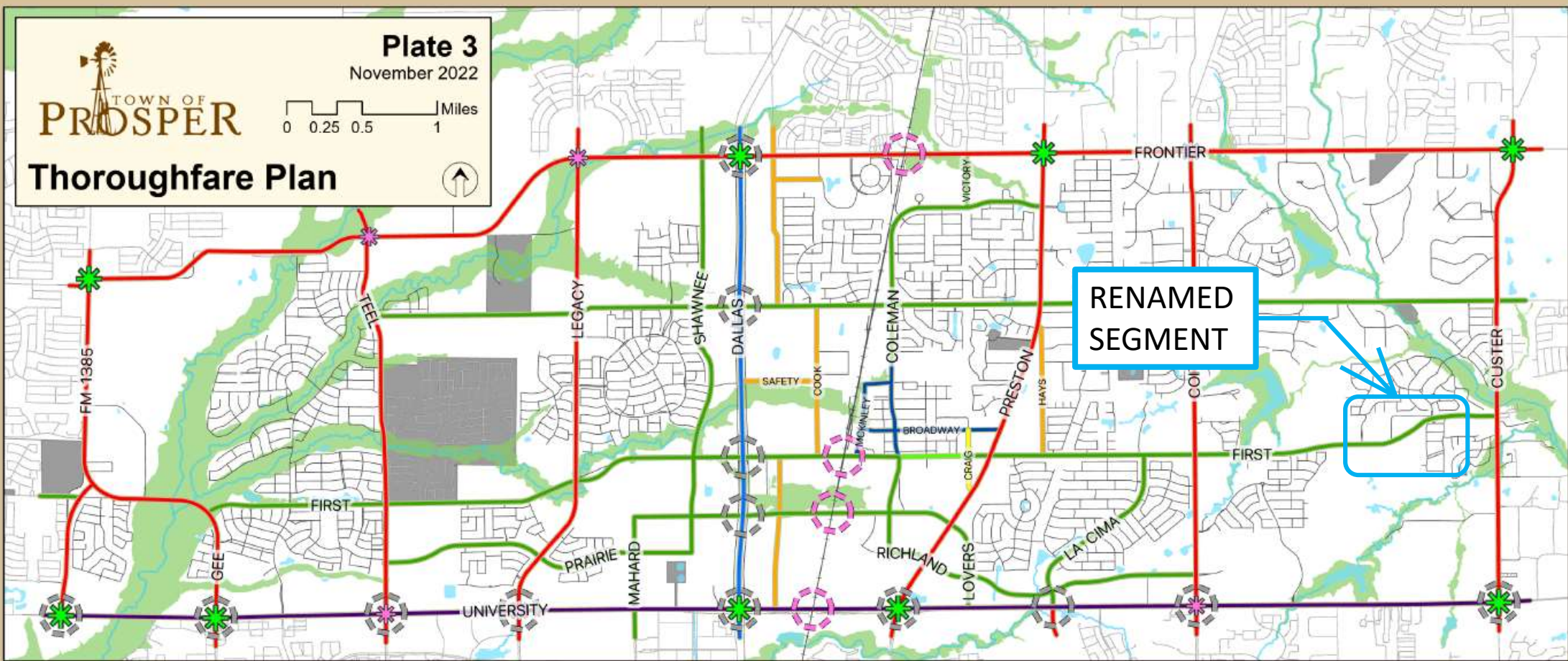
APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A

(Depiction of “Wildcat Way” and “Wear Cemetery Lane”)





- Dallas North Tollway
- Limited Access Roadway/Freeway (330' ROW)
- Major Thoroughfare (6 lane; 120' ROW)
- Minor Thoroughfare (4 lane divided; 90' ROW)
- Minor Thoroughfare (4 lane undivided; 56' ROW)
- Commercial Couplet (3 lane; 65' ROW)
- Commercial Collector (2 lane; 60' ROW)
- Old Town District (Section Varies)

- Major Gateway
- Minor Gateway
- Grade Separation
- RR Grade Separation

- Town of Prosper
- ETJ
- 100 Year Floodplain

*Refer to Comprehensive Plan for Interim Development of Coit Road between Frontier Parkway and Prosper Trail.

The Thoroughfare Plan is for informational purposes and has not been prepared for and is not intended for legal, real estate, engineering, or surveying purposes. It is provided as a conceptual guide for transportation decisions within the Town related to general roadway alignments and classifications. The Town of Prosper does not assume any responsibility or liability for omissions, inaccuracies, or misinterpretations of the Thoroughfare Plan.



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: Professional Engineering Services Agreement
Legacy Drive Traffic Signals and First/Windsong Intersection Analysis**

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between 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.

Description of Agenda Item:

With the completion of the First Street (Elem – DNT) project and Legacy Drive (Prairie – First) project both scheduled for Winter of 2024/2025, it is anticipated that there will be a significant increase in traffic along Legacy Drive from north of First Street to US 380. This project includes the preparation of two (2) traffic signal warrant studies, one at the intersection of Legacy Drive and First Street and the other at the intersection of Legacy Drive and Prairie Drive. With an expectation that the intersection of Legacy Drive and First Street will meet the initial warrant study for a traffic signal shortly after the two roadway projects are completed, this project includes funding for the design of a traffic signal at that intersection. As for the intersection of Legacy Drive and Prairie Drive, even though it is not expected to need a traffic signal shortly after the two roadway projects are completed, it will most likely warrant a traffic signal in the next 3 years, so this project includes the funding of the design of a traffic signal at that intersection, which will allow the construction to be accelerated when the intersection does warrant a traffic signal.

This project also includes an operational analysis at the intersection of First Street and Windsong Parkway. With the recent installation of a traffic signal at that intersection, staff has received a request for a dedicated southbound left turn lane on Windsong Parkway to alleviate traffic concerns. An operational analysis will be performed to evaluate the traffic volumes at the intersection and recommendation(s) provided on what improvements are necessary at the intersection. The recommendation(s) could include more specific traffic signal timing plans for various times of the day/week, and/or need to construct the requested dedicated southbound left turn lane on Windsong Parkway to improve efficiency.

Budget Impact:

The cost for the traffic signal warrant studies and the operational analysis is \$22,000, and the cost for the design of the two (2) traffic signals is \$106,000 for a total of \$128,000. The funding is to be transferred from the \$1,000,000 approved in FY2024 for Traffic Improvement Projects, Account No. 750-6610-10-00-2335-ST to Account No. 750-5410-10-00-2404-TR. In October 2023, \$22,800 was allocated from the Traffic Improvement Project fund for the design of the Windsong Parkway/US 380 Dual Left Turns project. With approval of this Professional Engineering Services Agreement, there will be \$849,200 remaining in the Traffic Improvement Project fund which will be used to fund the construction of the Windsong Parkway/US 380 Dual Left Turns project (\$130,000 estimated) and the traffic signal at the intersection of First Street and Legacy Drive (\$465,000 estimated).

Legal Obligations and Review:

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

Attached Documents:

1. Professional Engineering Service Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the Legacy Drive Traffic Signal Warrants and First Street/Windsong Parkway Intersection Analysis project.

Proposed Motion:

I move to authorize 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 Signal Warrants and First Street/Windsong Parkway Intersection Analysis project.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
LEGACY DRIVE TRAFFIC SIGNALS AND,
FIRST/WINDSONG INTERSECTION ANALYSIS
PROJECT NUMBER 2404-TR**

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 **Stantec Consulting Services Inc.**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with **Two Signal Warrant Studies, an Operational Analysis and the Final Design of 2404-TR Traffic Signal at First Street & Legacy Drive and Prairie Drive & Legacy Drive**, 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 Twenty Eight Thousand Dollars (\$128,000) 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:

Stantec Consulting Services Inc.
Dave Carter, PE, PTOE
Principal, Engineering Manager
6080 Tennyson Pkwy, Suite 200
Plano, TX 75024

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. **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____.

STANTEC CONSULTING SERVICES INC.

TOWN OF PROSPER, TEXAS

By: Dave N Carter

By: _____

Signature

Signature

Dave Carter
Printed Name

Mario Canizares
Printed Name

Principal
Title

Town Manager
Title

03/15/2024
Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
LEGACY DRIVE TRAFFIC SIGNALS AND,
FIRST/WINDSONG INTERSECTION ANALYSIS
PROJECT NUMBER 2404-TR**

I. PROJECT DESCRIPTION

This project includes the preparation of two traffic signal warrant studies (First Street at Legacy Drive and Legacy Drive at Prairie Drive), an Operational Analysis for First Street at Windsong Parkway, and the design of a new traffic signal for First Street at Legacy Drive. The traffic signal will likely be needed soon after two current projects, including the widening of First Street and the extension of the Legacy Drive between Prairie Drive and First Street are completed. The widening of First Street is currently under construction and will include all four approaches of the Legacy Drive intersection, though initially it will only be T-intersection from the north until the south approach of Legacy Drive is extended. The south extension of Legacy Drive from First Street down to Prairie Drive will begin construction shortly. Completion of that project will result in a wide intersection of two 4-lane divided roadways with exclusive left-turn turnbays and wide medians for future expansion.

Future development and traffic forecasts indicate that these traffic signals will be warranted in the future. The warrant study will help determine approximately when it will be warranted.

Proposed intersection improvements to be included with the signal design will include ADA compliant pedestrian ramps and straight crosswalks.

Teague Nall and Perkins, Inc. (TNP) has developed design plans for the widening of First Street including the future intersection of First Street and Legacy Drive. Kimely Horn & Associates (KHA) has prepared design plans for the extension of Legacy Drive from Prairie Drive to First Street. It is assumed that the engineering CADD and survey files for both of those projects will be provided to Stantec to use as design base files.

Stantec will design the new traffic signal per the Town's Signal Design Guidelines. The signal improvements will include the installation of new mast arm pole assemblies and foundations, radar vehicle detection, installation of new pull boxes, underground conduits and cables, mast arm-mounted signs, and pedestrian pole assemblies as needed. Pedestrian signals will be designed for APS (Audible Pedestrian Signals). Stantec will coordinate with the City to ensure the locations of the pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.

The Town's traffic signal design guidelines state that directional curb ramps should be located to provide straight crosswalks which may require ADA ramp and/or median nose modifications at the intersection. Stantec will provide a preliminary intersection layout at the 30% design level for a coordination meeting with the Town staff to evaluate the potential impact to these elements. It is assumed that any revisions would be included as part of Stantec's signal design construction plans, but they could be incorporated into change orders for the First Street widening project if the Town desires.

The traffic signal plans will be developed based on engineering design CADD files provided by TNP and KHA. A new field survey is not being provided by Stantec as part of the basic services. Potholing for subsurface utility engineering

(SUE) is not included.

Any change to the scope of work based on additional requirements by the Town may result in an increase in the fee associated with the project.

II. TASK SUMMARY

Task 1 – Traffic Signal Warrant Studies and Operational Analysis (complete by June 14, 2024)

This analysis includes Signal Warrant Studies at two intersections (Legacy Drive at First Street and Legacy Drive at Prairie Drive) as well as an Operational Analysis for First Street at Windsong Parkway to determine if a southbound Left-Turn lane needs to be added within the median to match the northbound approach.

The following tasks will be performed to complete the analysis:

- 1) Meetings: Stantec staff will attend up to one (1) meeting as part of this scope to review the results of the study with the Town.
- 2) Site Visit and design plan reviews: A site visit will be conducted by Stantec staff to obtain information about the existing surrounding roadway network as well as all geometric and operational aspects. Design plans for the widening of First Street will also be reviewed to evaluate warrants for the future condition. These reviews include the following:
 - a) Location of pedestrian facilities and school zones
 - b) Land use surrounding each intersection,
 - c) Near-by traffic generators,
 - d) Additional intersection specific issues that may warrant a signal,
 - e) Intersection Sight distance,
 - f) Safety considerations,
 - g) Intersection photos needed to show any operational issues, and
 - h) Any operational factors that may affect the intersection.
 - i) The study intersections include the following:
 - (a) First Street at Legacy Drive – Legacy Drive will be extended to the south in the near future.
 - (b) Legacy Drive at Prairie Drive
 - (c) First Street at Windsong Parkway
- 3) Existing Data Collection:
 - a) 24-Hour Approach Counts: automated 24-hour counts will be collected for each approach to the study intersection. The counts will be collected in 15-minute increments. All traffic data will be collected on a typical weekday when area schools are in session.
 - b) Crash Data: Stantec engineers will request collision information for the study intersections.
- 4) Forecasted Traffic Volumes: Stantec will review recent traffic studies and establish projections of traffic based on the Town's Comprehensive Plan and data available from NCTCOG and TxDOT for the area to determine short- and long-term traffic volume forecasts for the intersection after Legacy is extended.
- 5) Signal Warrant: Stantec engineers will evaluate the warrants for the installation of a traffic signal presented in the latest edition of the Texas Manual on Uniform Traffic Control Devices. A new version of the Federal MUTCD has recently been released and Stantec will evaluate the new warrant requirements and guidelines to determine if they impact the results of the study.
- 6) Operational Analysis: Stantec engineers will evaluate the existing traffic operations at First Street at Windsong Parkway using a SYNCHRO to determine the peak period level of service for each movement and

will evaluate a cost-benefit analysis of adding a southbound left-turn lane.

- 7) Summary Report: When the study is complete, a draft report summarizing the traffic signal warrant studies will be prepared and submitted to the Town for review. Stantec engineers will revise the report to address review comments received, finalize the report, and submit a PDF copy to the Town. All raw traffic volume data will be included as appendices to the report.

Task 2 - Traffic Signal Design. (NTP June 14 following Warrant Study Results)

1. Manage the team:
 - Lead, manage, and direct design team activities
 - Ensure quality control is practiced in the performance of the work
 - Communicate internally among team members
 - Allocate team resources

2. Communications and reporting:
 - Submit monthly invoices
 - Respond to email and telephone communication from the Town
 - Coordinate with other agencies and entities as necessary for the design of the proposed traffic signal.

3. Meetings:
 - Attend one (1) virtual meeting with Town staff to discuss traffic signal design criteria.
 - Attend one (1) meeting (in-person, in the field if possible) for 30% review - Stantec engineers will conduct a site visit at the intersection with the Town of Prosper Engineering Department to review the potential traffic signal pole locations, controller cabinet location, power source location, and to discuss specific issues concerning ADA Ramps, crosswalks and median nose modifications if necessary. A field review of the 30% plans may not be possible due to the current widening construction of First Street so this meeting may be virtual if necessary.
 - Attend one (1) virtual design review meeting with Town staff following the 60% and 90% design plan reviews.

4. Prepare 30% signal design plans (complete by August 01, 2024)
 - Develop plan sheets for a permanent traffic signal based on base files provided by the Town from other consultants.
 - The 30% traffic signal design plans will show location of the proposed controller cabinet, traffic signal poles, ADA ramps and median nose modifications for a starting design discussion that will occur in the field (if possible) with the Town.

5. Prepare 60% signal design plans (complete by October 01, 2024)
 - Traffic signal layout sheet(s) showing traffic signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, pull boxes, and all known existing and proposed utilities. Stantec will coordinate with the Town to ensure the locations of the barrier-free ramps and pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.
 - Traffic signal design tables sheet(s). Chart details will be at 90%.
 - Signing layout sheet detailing traffic signal related signs.

- Pavement marking sheet detailing the location of stop bars and crosswalks. It is assumed that all other pavement markings leading up to the intersection will remain in place.
6. Prepare 90% signal design plans (complete by January 10, 2024)
 - Receive comments from the Town on the preliminary plans and incorporate into plans.
 - Traffic signal layout sheet(s) showing traffic signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, pull boxes, and all known existing and proposed utilities.
 - Prepare the following plan sheets for the Pre-Final design plans:
 - General Notes
 - Summary of Estimated Quantities
 - Traffic Signal Layout sheet
 - Traffic Signal design tables
 - Signing layout sheet detailing traffic signal related signs
 - Town and/or TxDOT standard detail drawings
 - Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost.
 - Assemble standard construction contract document using a template provided by the Town and modify special technical specifications for the project (if any).
 7. Prepare 100% PS&E construction plans (complete by March 14, 2025):
 - Receive and discuss comments from the Town on the 90% plans
 - Revise 90% plans, incorporating comments from the Town
 - Finalize estimate of construction quantities and opinion of probable construction cost.
 - Finalize construction contract documents, including special technical specifications and special conditions (if any).

Task 3 - Bidding and Construction Phase Services. The following tasks will be provided on an hourly rate with a not to exceed fee amount. The work will be performed as requested by the Town. If the fee is exceeded, an additional hourly fee may be set up to cover additional work, to be approved in advance by the Town.

1. Assist the Town in securing bids. The Town will prepare the Notice to Bidders and provide it to Stantec to update. The Town will be responsible for publishing the appropriate legal notice and be responsible for the cost for such publications.
2. Assist the Town by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
3. Stantec will assist the Town in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by the Town.
4. Assist the Town in conducting a pre-construction conference with the Contractor and review the construction schedule prepared by the contractor in accordance with the requirements of the construction contract.
5. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract.
6. It is assumed that one (1) field visit may be necessary to meet a contractor in the field to discuss any design issues that may occur during construction.

Task 4 – Record Drawings. After construction is completed, Stantec will receive redline markups from the Contractor and/or the Town, to be delivered electronically in PDF format. Stantec will generate a set of record drawing plans that will incorporate these markups. The record drawings will not be signed and sealed, instead, they will bear a stamp explaining that the plans were constructed per the 100% design plans, except as otherwise noted. Stantec will not perform a field visit to verify the redline markups.

Assumptions and Exclusions

This scope of services includes only the items specifically described above. The following items are specifically excluded from the scope of services:

- Utility adjustment or utility relocation design is not included in this scope.
- A pavement design is not included in the scope. It is assumed any new pavement section needed will match the as-built pavement section.
- Roadway profiles are not included in the scope. It is assumed the proposed improvements will not impact the profile of the existing road.
- Drainage design is not included in the scope of services.
- Modification of technical standards is not included in the scope of services.
- All plans will be designed simultaneously, and meetings will cover all designs.
- Roadway modifications other than what is required for ADA ramps and median nose modifications.
- Simulation modeling for traffic signal phasing is not included in the scope of services.
- Temporary traffic signal design is not included in the scope of services.
- Coordination and approvals from TDLR is not included in the scope of services.
- Traffic control plans are not included in the scope of services.
- Traffic signal timing is not included in the scope of services.
- Illumination design is not included in the scope of services, except for one (1) luminaire on each signal pole (as applicable).
- Preparation of right-of-way or easement exhibits is not included in the scope of services.
- Application and Permitting fees and special insurance premiums are not included in the scope of services.
- Construction inspection services are not included in the scope of services.
- As-built surveys of constructed improvements are not included in the scope of services.
- Public hearings or Town Council/Commission meetings are not included in the scope of services.
- Attendance at a utility coordination meeting to start the relocation process with affected franchise utilities is not included in the scope of services. Distribution of copies of final plans and proposed schedule for bid letting and construction to affected franchise utilities is not included in the scope of services.
- Preparation or processing of change orders are not included in the scope of services.
- Coordination with TxDOT or any other agency for approval or permitting is not included in the scope of services.
- Any additional meetings not listed in the scope of services are not included in the scope of services.
- Additional exhibits or documents not specifically outlined herein are not included in the scope of services.
- Construction Staking Services are not included in the scope of services.
- New or Additional Boundary or Centerline Monuments are not included in the scope of services.
- Full Subsurface Utility Engineering (SUE) Services are not included in the scope of services.
- Environmental studies and permitting are not included in the scope of services.

If any of these items are required, they may be added for an additional fee.

III. DELIVERABLES

Task 1 – Traffic Signal Warrant Study	One (1) PDF copy of the Draft Warrant Study One (1) PDF copy of the Final Warrant Study
Task 2 – Traffic Signal Design	One (1) PDF copy of the 30% and 60% design package One (1) PDF copy of the 90% design package, including contract bid item list and quantities One (1) PDF copy of the 100% Final PS&E package, contract bid item list and quantities
Task 4 - Record Drawings	One (1) PDF copy of each sheet of the record drawings One (1) CADD file of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
LEGACY DRIVE TRAFFIC SIGNALS AND,
FIRST/WINDSONG INTERSECTION ANALYSIS
PROJECT NUMBER 2404-TR**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	April 1, 2024	
<u>Legacy Drive Signals</u>		
Task 1 - Signal Warrant Studies and Ops Analysis	June 14, 2024	\$22,000
Task 2 - Traffic Signal and ADA Designs	March 14, 2025	\$88,000
Task 3 – Bidding and Construction Phase Services	TBD	\$13,000
Task 4 – Record Drawings	TBD	\$5,000
Total Compensation		\$128,000

II. COMPENSATION SUMMARY

Basic Services	Billing Method	Amount
Task 1 - Signal Warrant Studies and Ops Analysis	Lump Sum (percent complete)	\$22,000
Task 2 - Traffic Signal and ADA Designs	Lump Sum (percent complete)	\$88,000
Task 3 – Bidding and Construction Phase Services	Time & Materials	\$13,000
Task 4 – Record Drawings	Lump Sum (percent complete)	\$5,000
Total Basic Services:		\$128,000

Special Services (NOT AUTHORIZED TO PROCEED)	Amount
N/A	\$0
Total Special Services:	\$0

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
STANTEC CONSULTING SERVICES INC. FOR
LEGACY DRIVE TRAFFIC SIGNALS AND,
FIRST/WINDSONG INTERSECTION ANALYSIS
PROJECT NUMBER 2404-TR

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

I, and/or a person or persons related to me, have 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 _____ day of _____, 20_____.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

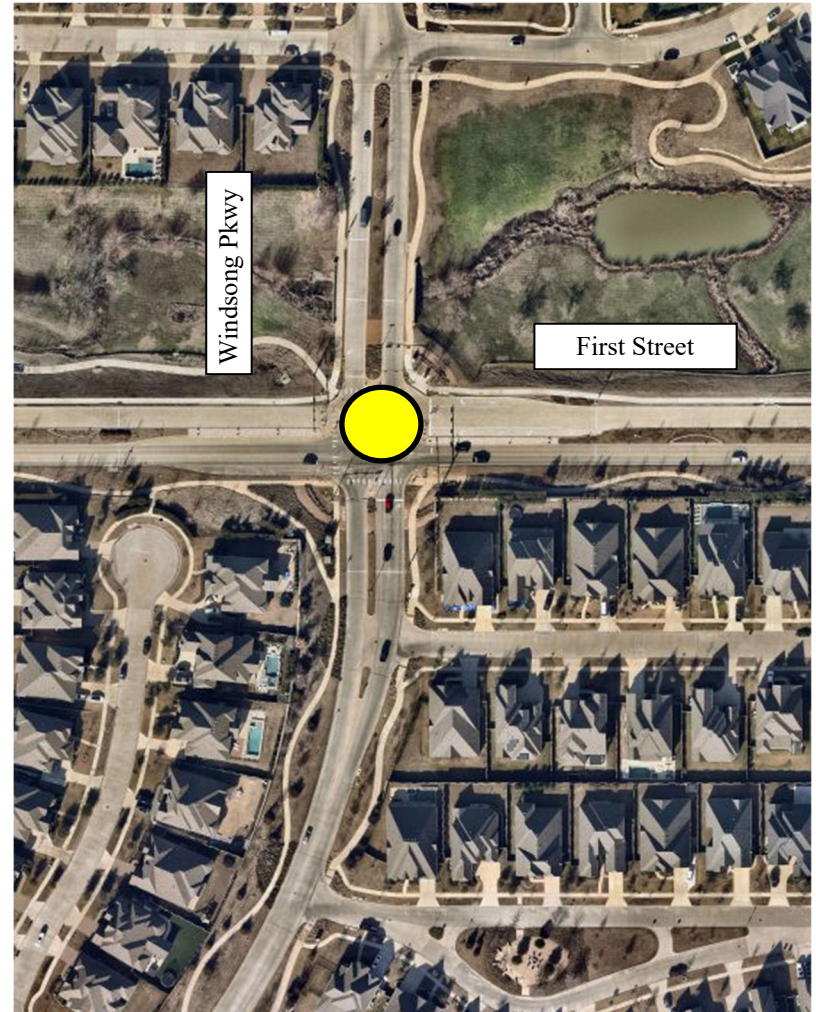
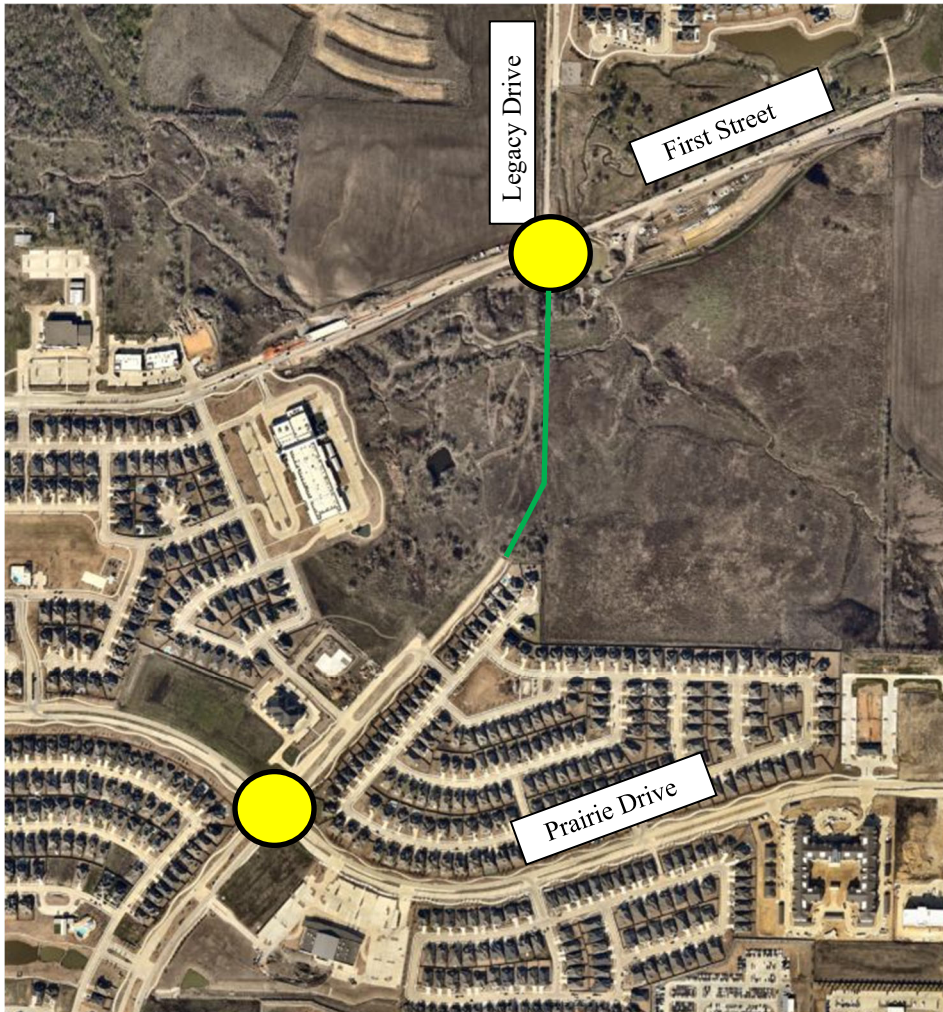
My Commission expires: _____

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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; color: blue;">Stantec Consulting Services Inc.</p>				
<p>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.)</p>				
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; color: blue;">N / A</p> <p style="text-align: center; font-size: small;">Name of Officer</p>				
<p>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> <p style="text-align: center; color: blue; font-size: large;">N / A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" 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 checked="" type="checkbox"/> No </p>				
<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.</p> <p style="text-align: center; color: blue; font-size: large;">N / A</p>				
<p>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).</p>				
<p>7</p> <p style="text-align: center; font-size: large; color: blue;">Dave N Carter</p> <p style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; color: blue;">03/15/2024</p> <p style="text-align: right; font-size: small;">Date</p>				

LOCATION MAP

Legacy Drive Traffic Signals and
First/Windsong Intersection Analysis





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 Ordinance for First Baptist Church

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

Consider and act upon an ordinance 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)

Description of Agenda Item:

On March 12, 2024, the Town Council approved the proposed Specific Use Permit by a vote of 7-0 with the condition that approval for the temporary building will expire in one year. An ordinance has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Ordinance Exhibits

Town Staff Recommendation:

Town Staff recommends approval of an ordinance 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.

Proposed Motion:

I move to approve/deny an ordinance 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.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY GRANTING A SPECIFIC USE PERMIT (SUP) TO ALLOW A LICENSED CHILD-CARE CENTER USE ON A TRACT OF LAND CONSISTING OF 9.7 ACRES, MORE OR LESS, IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, TRACTS 145, 168, AND 172, TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that the Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Kimley-Horn and Associates, Inc. ("Applicant") for a Specific Use Permit (SUP) for a Licensed Child-Care Center use to be located on a tract of land zoned Single Family-15 (SF-15), consisting of 9.7 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, Tracts 145, 168, and 172, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required to grant a Specific Use Permit (SUP) have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS; THAT:

SECTION 1

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

SECTION 2

Specific Use Permit Granted. The Town's Zoning Ordinance is amended as follows: Applicant is granted a Specific Use Permit (SUP) to allow a Licensed Child-Care Center use, on a tract of land zoned Single Family-15 (SF-15), consisting of 9.7 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with 1) the Site Plan, attached hereto as “Exhibit B”, which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. One-year approval of the temporary building as shown on the Site Plan, “Exhibit B”.

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper’s Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day’s violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. 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 or invalid.

SECTION 7

Savings/Repealing Clause. Prosper’s Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF MARCH, 2024.

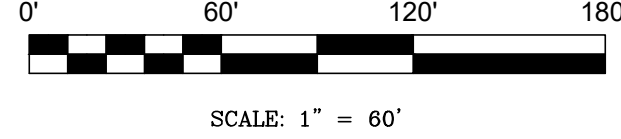
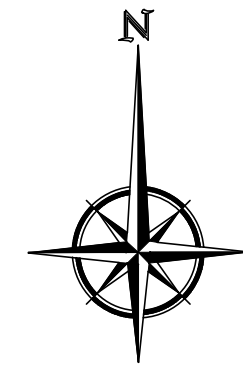
David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

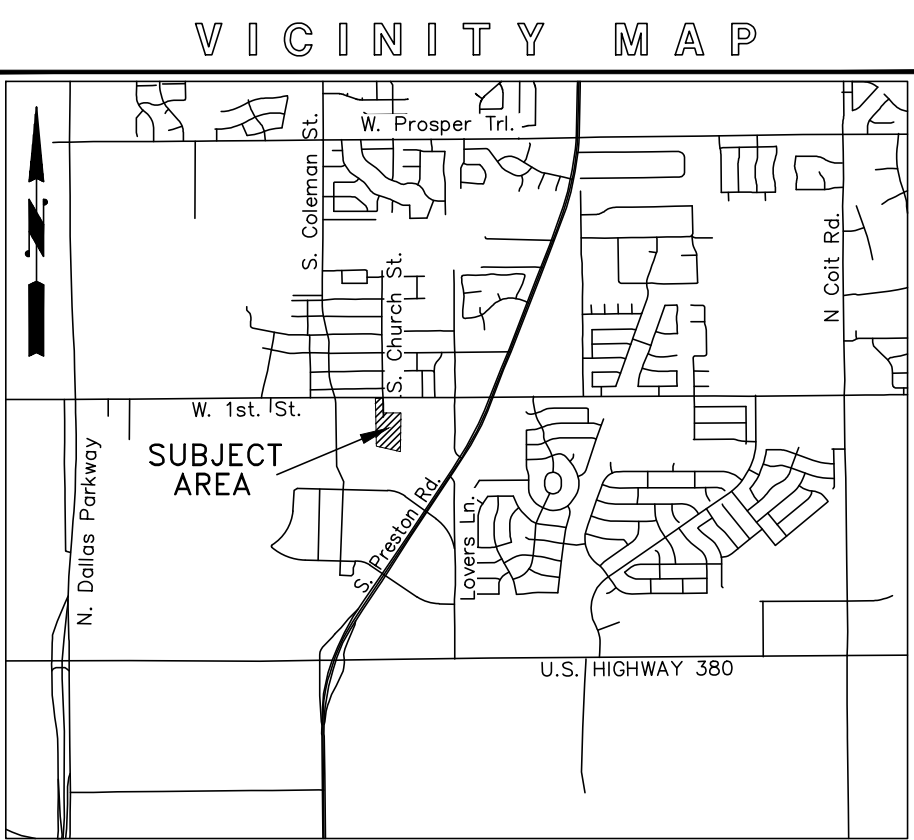
The bearings and coordinates shown hereon are Geodetic and derived from GPS observations and measurements from City of Celina Control Monument No. 1, NAD-83, Texas State Plane Coordinate System, North Central Zone (4202).

FLOOD ZONE NOTE:

This Surveyor has reviewed Flood Insurance Rate Map No. 48085C0235J (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain and is determined to be outside the 0.2% annual chance floodplain.

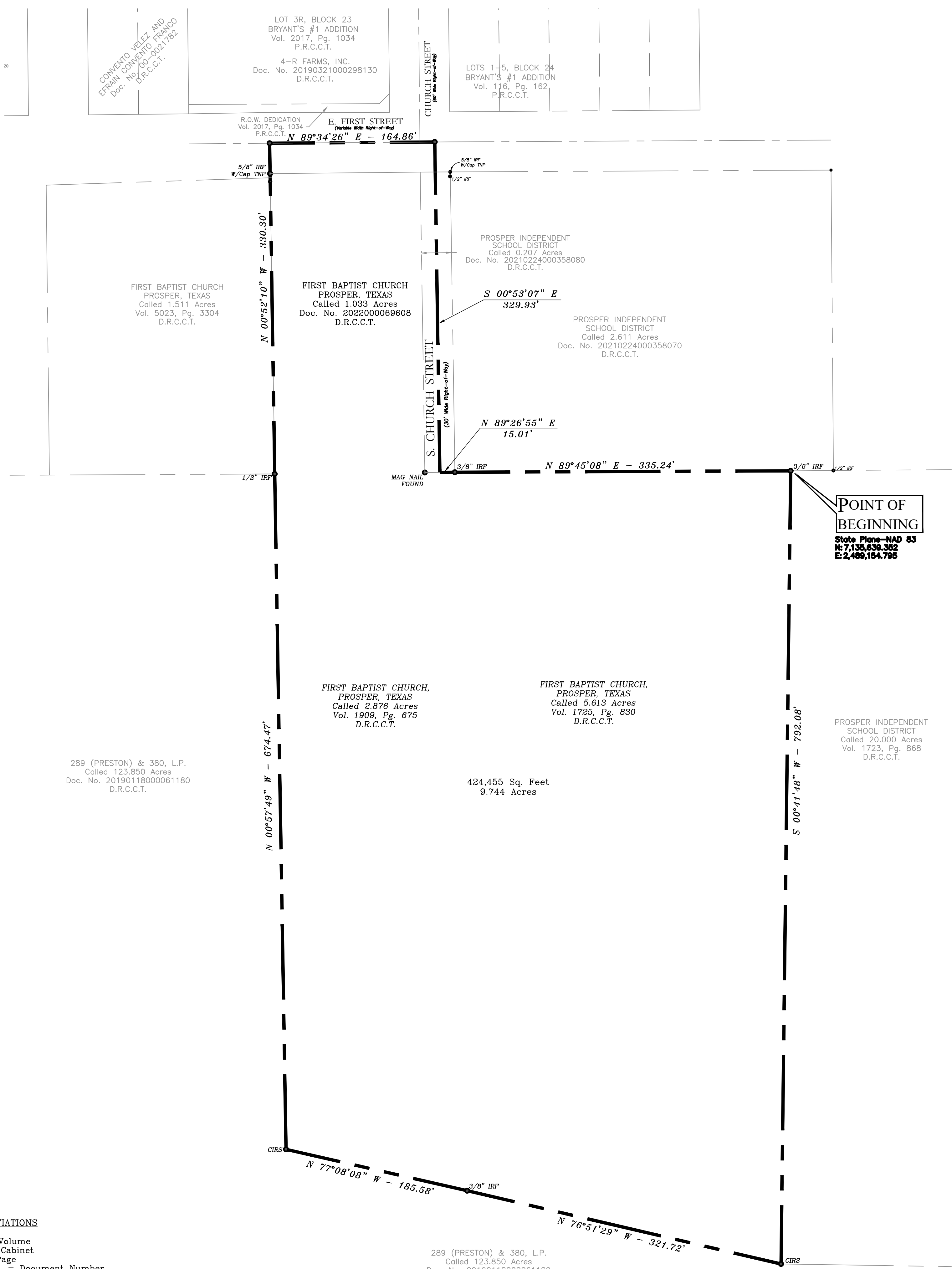
MONUMENT NOTE:

All lot corner monuments set by this Surveyor are 1/2 inch diameter rebar, 18 inches long, topped with a red plastic cap, stamped "RPLS 4701" or if in concrete pavement, a mag nail with a steel washer, stamped "RPLS 4701", unless otherwise noted.



ABBREVIATIONS

- Vol. = Volume
- Cab. = Cabinet
- Pg. = Page
- Doc. No. = Document Number
- P.R.C.C.T. = Plat Records, Collin County, Texas
- D.R.C.C.T. = Deed Records, Collin County, Texas
- CM = Controlling Monument
- CIRS = 1/2" Iron Rod Set with Red Plastic Cap Stamped "RPLS 4701"
- MNF = Mag Nail Found with Steel Washer Stamped "RPLS 4701"
- RPLS = Registered Professional Land Surveyor
- 4701 = The License Number for this Registered Professional Land Surveyor
- HALFF = 1/2" Iron Rod Found with Yellow Plastic Cap Stamped "HALFF ASSOC."
- HZ = 5/8" Iron Rod Found with Yellow Plastic Cap Stamped "HUITT-ZOLLERS"



LEGAL DESCRIPTION

SITUATED in the City of Prosper, in the Collin County School Land Survey, Abstract No. 147 of Collin County, Texas and being all of that certain called 5.613 acre tract of land, described in a deed to First Baptist Church, Prosper, Texas, recorded in Volume 1725, Page 830, Deed Records, Collin County, Texas (D.R.C.C.T.) and all of that certain called 2.876 acre tract of land, described in a deed to First Baptist Church, Prosper, Texas, recorded in Volume 1909, Page 675, D.R.C.C.T. and all of that certain called 1.033 acre tract of land, described in a deed to First Baptist Church, Prosper, Texas, recorded in Document No. 2022000069608, D.R.C.C.T. and also including a portion of E. First Street and a portion of S. Church Street and the consolidation of these tracts of land being more particularly described by metes & bounds as follows:

BEGINNING at a 3/8 inch iron rod found for the northeast corner of the above described 5.613 acre First Baptist Church, Prosper, Texas (hereinafter referred to as "FBCP") tract, on the south line of that certain called 2.611 acre tract described in a deed to Prosper Independent School District, recorded in Document No. 20210224000358070, D.R.C.C.T. and same being the northwest corner of that certain called 20.000 acre tract of land described in a deed to Prosper Independent School District (hereinafter referred to as "Prosper ISD"), recorded in Volume 1723, Page 868, D.R.C.C.T.;

THENCE: South 00 deg. 41 min. 48 sec. West, along the common line of said 5.613 acre FBCP tract and said 20.000 acre Prosper ISD tract, a distance of 792.08 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southeast corner of said 5.613 acre FBCP tract and the southwest corner of said 20.000 acre Prosper ISD tract and said point also being on the easterly north line of that certain called 123.850 acre tract of land described in a deed to 289 (Preston) & 380, L.P., recorded in Document No. 20190118000061180, D.R.C.C.T.;

THENCE: North 76 deg. 51 min. 29 sec. West, along the common line of said 5.613 acre FBCP tract and said 123.850 acre tract, a distance of 321.72 feet to a 3/8 inch iron rod found for the southwest corner of said 5.613 acre FBCP tract and the southeast corner of the above described 2.876 acre FBCP tract;

THENCE: North 77 deg. 08 min. 08 sec. West, along the common line of said 2.876 acre FBCP tract and said 123.850 acre tract, a distance of 185.58 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southwest corner of said 2.876 acre FBCP tract and an inside ell corner of said 123.850 acre 289 (Preston) & 380, L.P. tract;

THENCE: North 00 deg. 57 min. 49 sec. West, continuing along said common line, a distance of 674.47 feet to a 1/2 inch iron rod found for the northwest corner of said 2.876 acre FBCP tract and the most northern northeast corner of said 123.850 acre tract and said point also being the southeast corner of that certain called 1.511 acre tract described in a deed to First Baptist Church, Prosper, Texas, recorded in Volume 5023, Page 5304, D.R.C.C.T. and the southwest corner of the above described 1.033 acre tract;

THENCE: North 00 deg. 52 min. 10 sec. West, along the common line of said 1.511 acre tract and said 1.033 acre tract, at a distance of 291.96 feet, passing a 1/2 inch iron rod found for reference, at a distance of 299.93 feet, passing a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "TNP", found on the south right-of-way line of E. First Street (a variable width right-of-way), for the northwest corner of said 1.033 acre tract and continuing on for a total distance of 330.30 feet to a point in the center of E. First Street;

THENCE: North 89 deg. 34 min. 26 sec. East, along the center of said E. First Street, a distance of 164.86 feet to a point for corner at the centerline intersection of said E. First Street and S. Church Street;

THENCE: South 00 deg. 53 min. 07 sec. East, departing from said E. First Street, along the centerline of said S. Church Street, a distance of 329.93 feet to point for corner on the south line of said S. Church Street and the north line of the above described 2.876 acre FBCP tract;

THENCE: North 89 deg. 26 min. 55 sec. East, along the south line of said S. Church Street and the north line of said 2.876 acre FBCP tract, a distance of 15.01 feet to a 3/8 inch iron rod found for the northeast corner of said 2.876 acre FBCP tract, the southwest corner of the above described 2.611 acre Prosper ISD tract and the northwest corner of said 5.613 acre FBCP tract;

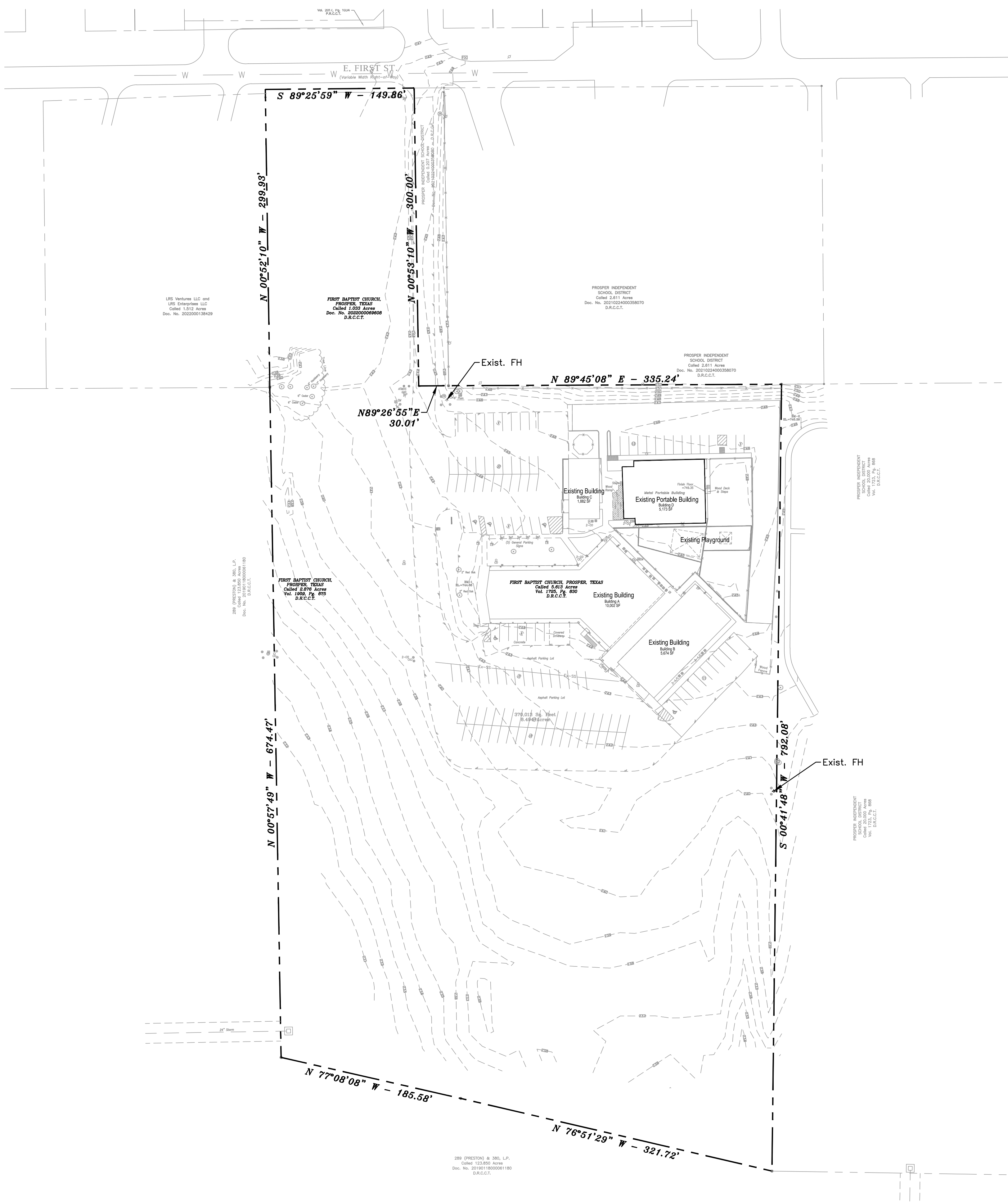
THENCE: North 89 deg. 45 min. 08 sec. East, along the common line of said 5.613 acre FBCP tract and said 2.611 acre Prosper ISD tract, a distance of 335.24 feet to the POINT OF BEGINNING and containing 424,455 square feet or 9.744 acres of land.

ZONING EXHIBIT "A"

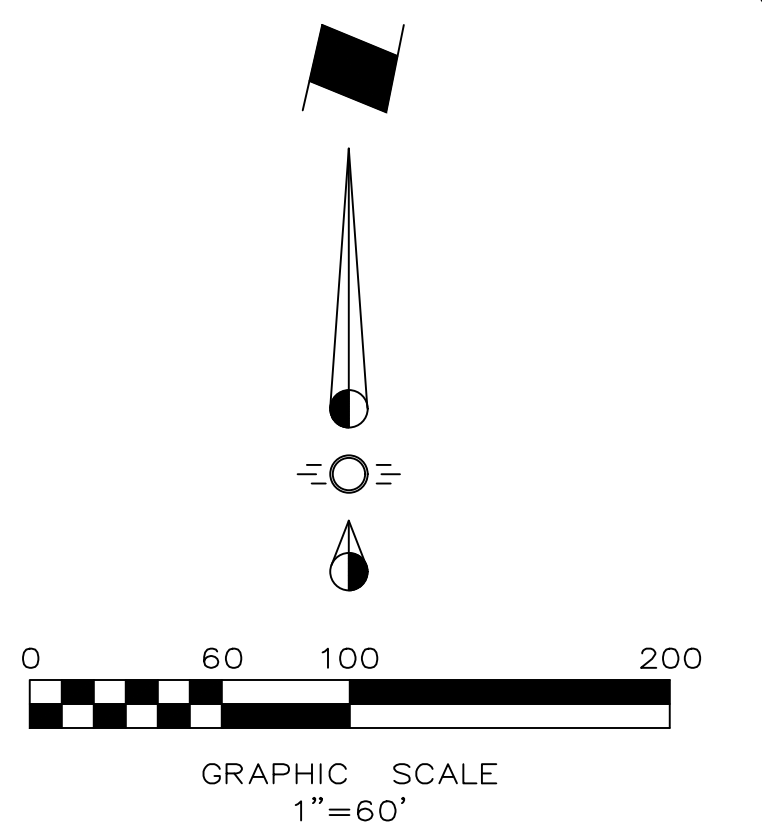
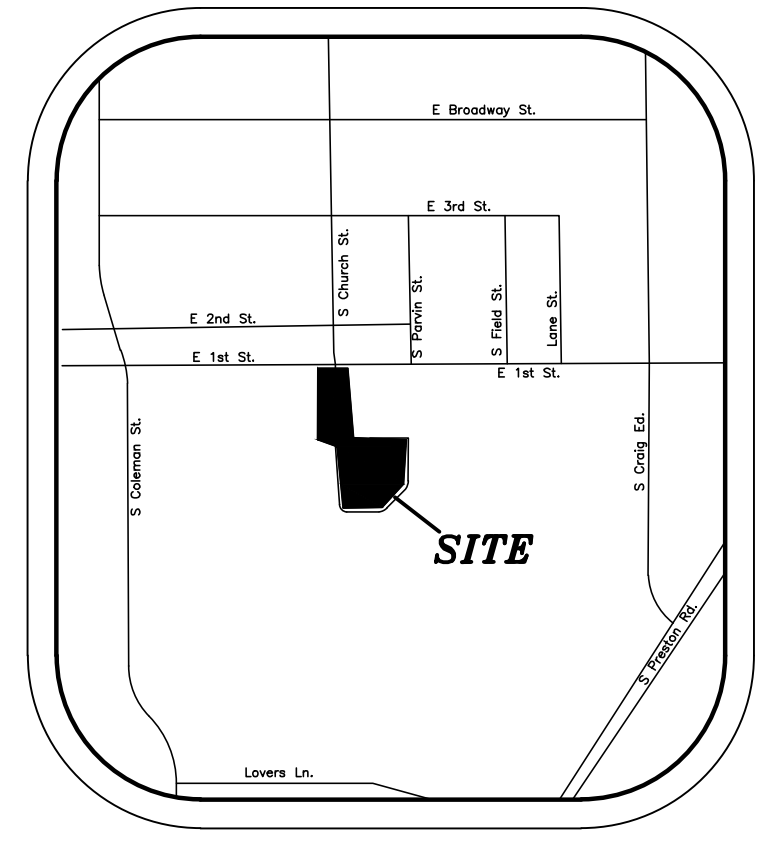
FIRST BAPTIST CHURCH, PROSPER, TEXAS
9.744 ACRES
 situated in the
 Collin County School Land Survey, Abstract No. 147
 City of Prosper, Collin County, Texas

RINGLEY & ASSOCIATES, INC.
 SURVEYING • MAPPING • PLANNING
 Texas Firm Registration No. 10061300
 701 S. Tennessee • McKinney, Texas 75069
 (972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Hask	01/17/2024	1" = 40'	2022-017	2022-017-ZONE.DWG	Page 105



Note:
The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and do not set the alignment. The alignment is determined at the time of Final Plat.



TOWN OF PROSPER STANDARD NOTES:

- It is not the intent of these construction notes to cover details and/or specification requirements of the Town of Prosper. All work and materials shall be in accordance with the Town's standard specifications, general design standards, ordinances, rules, policies, requirements and regulations, as well as any other applicable state and/or federal rules, regulations and/or requirements, as they exist or may be amended. If the item is not covered in the plans or the above referenced document, the most current North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction shall apply with concurring notification to the Director of Engineering Services and the Engineer of Record. Engineering drawings shall govern for construction of all Civil Improvements. The Director of Engineering Services shall have the final decision on all construction materials, methods, and procedures.
- The existence and locations of all underground utilities shown on the drawings were obtained from available records and are approximate. Neither the owner nor the engineer assumes any responsibility for utilities not shown or not in the location shown. The Contractor shall determine the depth and location of existing underground utilities prior to trenching and shall be required to take any precautionary measures to protect all lines shown and/or any other underground utilities not of record or not shown on the plans. Contractor shall be responsible for contacting all franchise and Town utilities 48 hours prior to construction (Texas 8-1-1).
- Any Contractor/Subcontractor performing work on this project shall familiarize themselves with the site and shall be solely responsible for any damage to existing facilities resulting directly or indirectly from his operations. Said existing improvements shall include but not be limited to berms, ditches, fences, irrigation and plants. Any removal or damage to existing improvements shall be replaced or repaired by the Contractor at his expense and shall be approved by the Town of Prosper.
- All construction, testing, and materials shall meet or exceed all requirements of the Town of Prosper. Prior to any construction, the Contractor shall be familiar with the Contract Documents and Specifications, the Plans (including all notes), the Town of Prosper's Specifications, and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the Contractor to be familiar with all Standards and Specifications pertaining to this work shall in no way relieve the Contractor of responsibility for performing the work in accordance with all such applicable Standards and Specifications.
- All testing shall be done by an approved laboratory at the expense of the Contractor. The Town will only accept signed original copies of all testing reports for review.
- The Contractor shall be responsible for furnishing and installing all temporary and permanent traffic control in accordance with the minimum requirements of the latest revision of the Texas Manual on Uniform Traffic Control Handbook. All reference for using Texas Department of Transportation (TxDOT) standards and construction details shall be the latest revisions and/or amendments thereof. The Town of Prosper uses thermoplastic markings in lieu of paint. The 6"-3" minimum sign size shall be the standard size in the manual. Details are available upon request for the type of button patterns and posts and connections required for the signs.
- The Contractor shall make every effort to impede traffic on existing streets, alleys, or fire lanes open to the public. In the event the construction work requires the closure of an existing street, alley, or fire lane, the Contractor shall request the road closure through the Town 72 hours prior to the requested closure. If the closure eliminates the second point of access to the existing buildings with a certificate of occupancy, then the access may not be closed for more than fortyeight (48) hours and will require Fire Chief/Fire Marshal approval in either case. Unless otherwise specified by the Town, all other streets or alleys may not be closed for more than seventy-two (72) hours.
- If the Contractor needs to shut off any residential or non-residential water service in order to make a connection to an existing water main, the Town and Fire Chief/Fire Marshal must grant approval of the specific length of time water will be shut off. Contact the Fire Marshal's office to coordinate shutdowns at <https://www.prosper.tx.gov/fire-department/fire-marshal/>.
- The Contractor shall obtain all necessary permits for private facilities as required by the Town of Prosper Building Inspections Department and/or Fire Marshal's Office. Approval of civil plans do not constitute approval to install private improvements such as fire protection electrical work retaining walls, irrigation and/or fencing. Any component of design found in the civil plans are for reference only and shall require permits prior to installation. Contractor shall contact the Building Inspections Department and/or Fire Marshal's Office to determine what additional approvals are required.
- Working time is defined as the time during the day, except holidays, in which the Contractor shall be permitted to work. Unless otherwise approved, normal work hours will be 7:00 am to 7:00 pm Monday through Friday. Contractor will be permitted to work weekend hours between 8:00 am and 5:00 pm on Saturdays provided Contractor supplies written notification to the Town of Prosper Engineering Construction Inspector of the Contractor's intent to work and identifies the specific weekend days and hours it plans to work on before 12:00 noon of the immediately preceding Thursday. The Contractor will not be allowed to work Town of Prosper holidays unless an exception is given by the Town, and it is the Contractor's responsibility to verify the Town's holiday schedule. The consequences of work being performed without the benefit of inspection on Saturdays, Sundays, or holidays may be the removal of all work performed without the appropriate inspection, as determined by the Prosper Engineering Construction Inspector.
- If any conflict arises between these general notes and any other notes found in the plans, the Town General Notes shall take precedence. However, the Director of Engineering Services has the authority to review and approve legitimate conflict in project specific notes if needed. For CIP Projects, the controlling order of precedence will be as specified in the Contract Documents.
- It is the Contractor's responsibility to maintain a neat and accurate record of construction for the Record Drawings that will be submitted to the Town. Prior to final acceptance, the Contractor's redlines shall be provided to the Engineer of Record for incorporation into the Record Drawings. Record Drawings including redline updates shall be provided to the Prosper Engineering Construction Inspector at least one day prior to the scheduled final walk through inspection.

LEGEND

- Firelane
- Proposed Sidewalk
- Ex. Concrete
- Proposed Retaining Wall
- Proposed Wheel Stop Typical
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Barrier Free Ramp

SYNOPSIS

Address:	601 Church Street Prosper, Texas 75078										
Zoning:	SF-15										
Proposed Use:	Church w/ Daycare										
Lot Area:	9,527 Acres (414,983 sf)										
Existing Building Areas:	<table border="0"> <tr> <td>Building A</td> <td>10,002 sf</td> </tr> <tr> <td>Building B</td> <td>5,674 sf</td> </tr> <tr> <td>Building C</td> <td>1,882 sf</td> </tr> <tr> <td>Building D</td> <td>5,173 sf</td> </tr> <tr> <td>Total Bldg Area:</td> <td>22,731 sf</td> </tr> </table>	Building A	10,002 sf	Building B	5,674 sf	Building C	1,882 sf	Building D	5,173 sf	Total Bldg Area:	22,731 sf
Building A	10,002 sf										
Building B	5,674 sf										
Building C	1,882 sf										
Building D	5,173 sf										
Total Bldg Area:	22,731 sf										
Square Footage of Impervious Surface:	25.84% (107,215 sf)										
Lot Coverage:	5.48% (Total Bldg Area 22,731 sf)										
Floor Area Ratio:	0.055 : 1										
Required Parking:	Church (1 Per 3 Seats) (300/3) = 100 Spcs.										
Parking Required Total:	100 Parking Spaces (5 HC)										
Parking Provided Total:	122 Parking Spaces (5 HC)										

ENGINEER:

Cross Engineering Consultants, Inc.
1720 W. Virginia Street
McKinney, Texas 75069
Phone (972) 562-4409
Contact: Casey McBroom, P.E.

OWNER:

First Baptist Church of Prosper
601 S. Church St.
Prosper, Texas 75078
Phone (972) 347-2481
Contact: William S. Meers

SURVEYOR:

Ringley & Associates
701 S. Tennessee St.
McKinney, TX. 75069
Phone (972) 542-1266
Contact: Lawrence Ringley

STOP!
CALL BEFORE YOU DIG



(@ least 72 hours prior to digging)

BENCHMARKS:

- MON-3 = Celina Monument #3 is a bronze disk set in concrete on the same property line as the City of Celina Wilson Creek Lift Station, 440'± west of the intersection of Frontier Parkway and Pebble Creek Drive, 20'± southeast of the southeast corner of an 8' screening wall column, 46'± northeast of a gate keypad, 45'± northwest of a power pole.
Elev.=676.10
- BM-1 = "X" on west edge of concrete sidewalk, 10.5'± west of the west center wall of the main church building.
Elev.=744.68
- BM-2 = "X" on north edge of concrete sidewalk in the middle of a curve on the east adjoining property, 49'± south of the northeast corner of the subject property.
Elev.=745.39

CASE NO. ZONE-23-0035

Issue Dates:	Revision & Date:
1 11/08/2023	1
2 01/09/2024	2
3	3
4	4
5	5
6	6

CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street
972.562.4409
McKinney, Texas 75069
Texas P.E. Firm No. F-5935

Drawn By:	Checked By:	Scale:
C.E.C.I.	C.E.C.I.	1"=60'

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF CASEY R. MCBROOM, P.E. NO. 110104 ON 01/09/24. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

EXHIBIT B - SITE PLAN
FIRST BAPTIST CHURCH OF PROSPER EXPANSION
FIRST BAPTIST CHURCH OF PROSPER
PROSPER, TEXAS

Sheet No. _____
Project No. 22016



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: Amend Planned Development-111 Regarding the Number of Contiguous
Units that Constitute a Row of Townhomes**

Town Council Meeting – March 26, 2024

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

Consider and act upon an ordinance 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)

Description of Agenda Item:

On March 12, 2024, the Town Council unanimously approved the proposed amendment to Planned Development-111 (PD-111), by a vote of 6-0.

An ordinance has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town Staff recommends approval of an ordinance 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.

Proposed Motion:

I move to approve/deny an ordinance 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.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SUBPART 2.8, "AREA AND BUILDING REQUIREMENTS" OF SECTION 2, "TOWNHOUSE RESIDENTIAL COMPONENT – TRACT "A"" OF PLANNED DEVELOPMENT-111 (PD-111), ORDINANCE NO. 2021-52; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that Planned Development-111 (PD-111), Ordinance No. 2021-52 should be amended; and

WHEREAS, after public notice and public hearing as required by law, the Planning & Zoning Commission of the Town of Prosper, Texas, has recommended amending Planned Development-111 (PD-111), Ordinance No. 2021-52, to encompass those amendments as set forth herein; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning & Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to amend Planned Development-111 (PD-111), Ordinance No. 2021-52, as set forth herein.

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, existing Subpart 2.8, "Area and Building Requirements" of Section 2, "Townhouse Residential Component – Tract "A"" of Planned Development-111 (PD-111), Ordinance No. 2021-52, of the Town of Prosper Texas, is hereby amended to read as follows:

"A. Townhouse Residential Component – Tract "A"

* * *

2.8. Area and building requirements: Lot area and building requirements are as follows:

* * *

2.8.9. Minimum and Maximum Adjoined Units: Buildings shall be two (2) to seven (7) connected residential units with a minimum of fourteen feet (14') of separation between buildings.

* * *

SECTION 3

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 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 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

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

This Ordinance shall become effective after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF MARCH, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



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 – March 26, 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 March 19, 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:

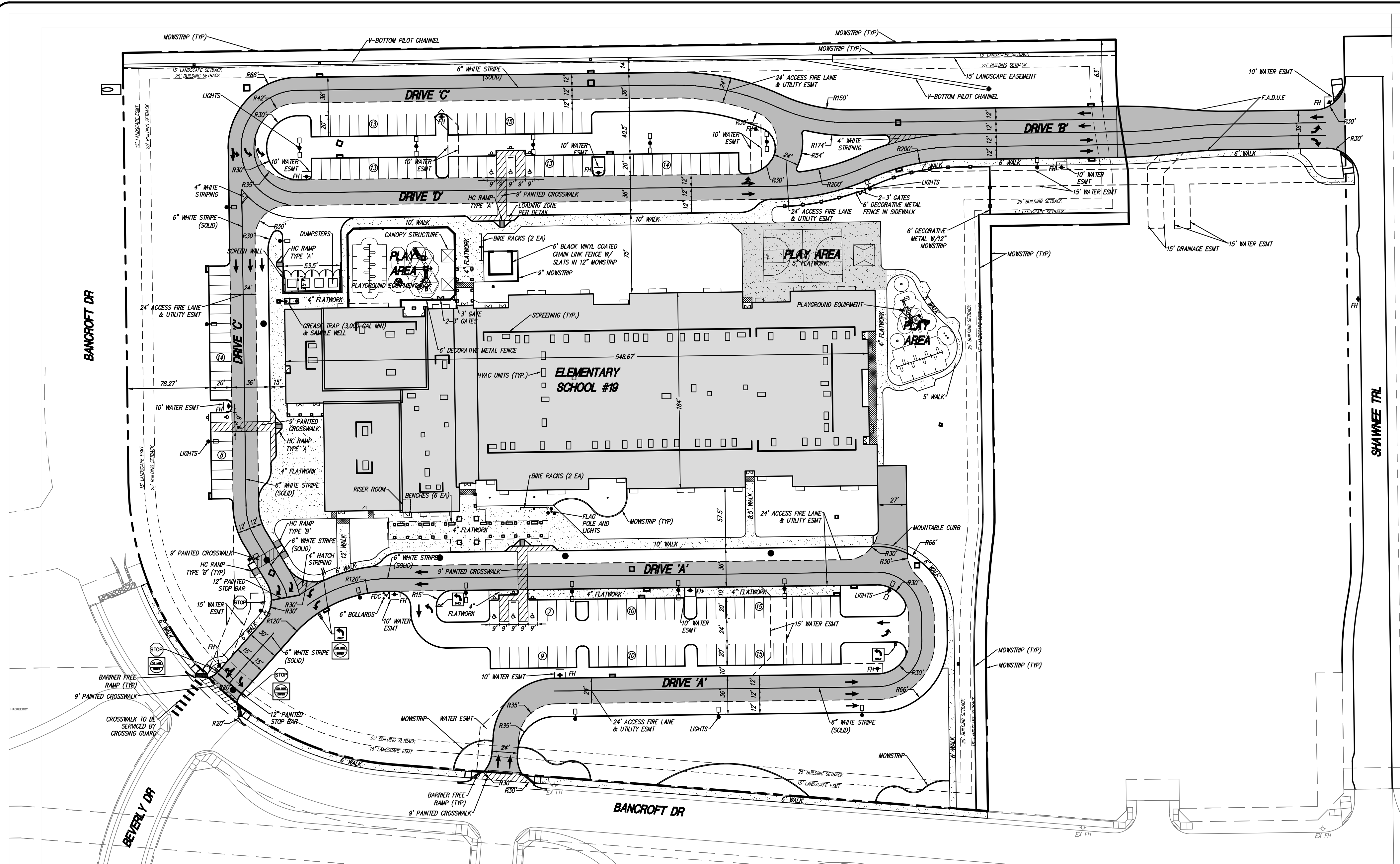
1. DEVAPP-23-0195 – Site Plan for Prosper Elementary School No. 19, Block A, Lot 1 (Approved 6-0)

Town Staff Recommendation:

Town Staff recommends the Town Council take no action on this item.

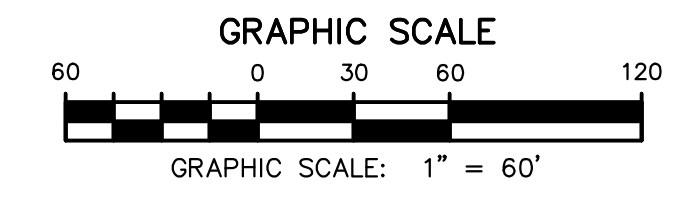
Proposed Motion:

N/A

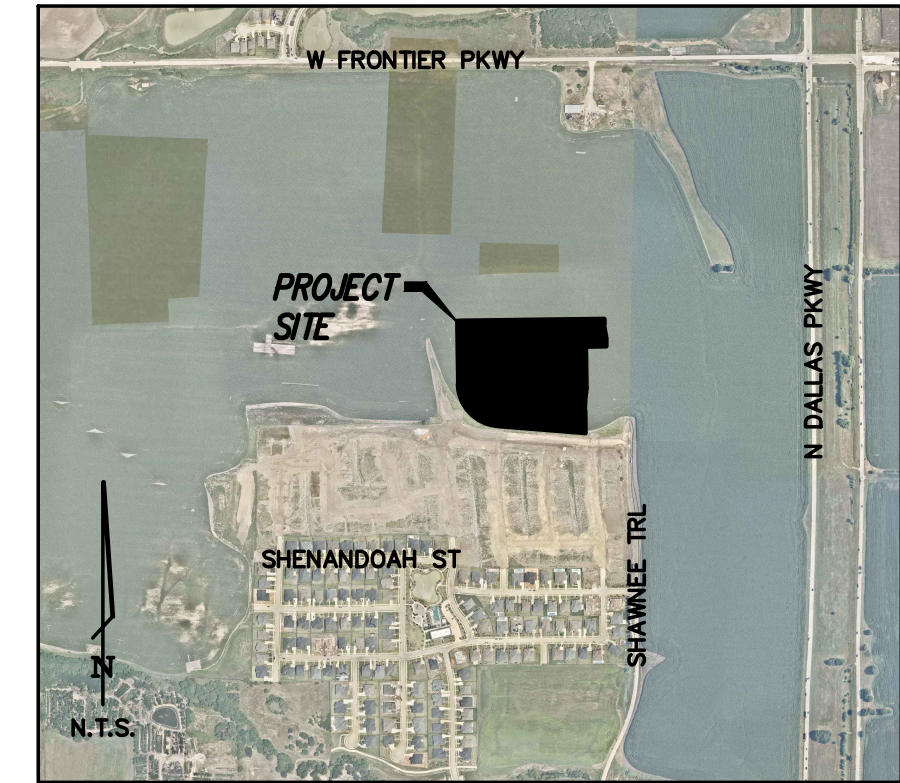


LEGEND

- PROPOSED FIRE LANE & UTILITY EASEMENT
- PROPOSED FLATWORK
- PROPOSED FIRE HYDRANT
- P PARKING COUNT



- SITE PLAN NOTES**
1. ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
 2. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 3. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
 4. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
 5. 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.
 6. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 7. 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.
 8. 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.
 9. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PARKING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND



LOCATION MAP
NOT TO SCALE

**SITE PLAN FOR
PROSPER ELEMENTARY SCHOOL
No. 19
BLOCK A, LOT #1
TOWN OF PROSPER
COLLIN COUNTY, TEXAS**

**DATE PREPARED: FEBRUARY 2024
TOWN CASE #DEVAPP-23-0195**

METER SCHEDULE

TYPE	SIZE
DOM	1-4"
IRR	2-2"

SITE DATA SUMMARY

EXISTING ZONING:	PD-36
PROPOSED USE:	ELEMENTARY SCHOOL
GROSS LOT AREA:	13.038 ACRES (567,946 SF)
BUILDING AREA:	96,113 SF
HEIGHT:	28' 10" - ONE STORY
LOT COVERAGE RATIO:	16.9%
FLOOR AREA RATIO:	16.9%
TOTAL IMPERVIOUS AREA:	385,839 SF (64%)
TOTAL OPEN SPACE:	201,868 SF (35.5%)
PARKING LANDSCAPING REQUIRED:	2,280 SF
PROVIDED:	28,760 SF
REQUIRED PARKING (1.5 SPACE PER CLASSROOM) APPROX: 46 CLASSROOMS	69 SPACES
REQUIRED HANDICAP SPACES:	6 SPACES
STANDARD SPACES: (9'x20')	149 SPACES
HANDICAP SPACES:	7 SPACES

OWNER/APPLICANT:

PROSPER I.S.D.
605 E. SEVENTH STREET
PROSPER, TEXAS 75078
PHONE: 469.219.2000
CONTACT: DR. GREG BRADLEY

ARCHITECT:

HUCKABEE & ASSOCIATES, INC.
5830 GRANITE PARKWAY, SUITE 750
PLANO, TX 75024
972.292.7670
CONTACT: JOE TREMBLAY, III

SURVEYOR:

TEAGUE NALL & PERKINS, INC.
825 WATTERS CREEK BLVD., STE. M300
ALLEN, TEXAS 75013
214.461.9918
CONTACT: BRIAN J. MADDOX, R.P.L.S.

ENGINEER:

TEAGUE NALL & PERKINS, INC.
5237 N RIVERSIDE DRIVE, SUITE 100
FORT WORTH, TEXAS 76137
817.336.5773
CONTACT: AMANDA MULLEN, P.E.

LANDSCAPE ARCHITECT:

TEAGUE NALL & PERKINS, INC.
5237 N RIVERSIDE DRIVE, SUITE 100
FORT WORTH, TEXAS 76137
817.336.5773
CONTACT: JOE MADRID

Drawing: T:\Projects\HUC23376\Eng-CAD\Sheets\Site Plan\CI 08 SITE PLAN.dwg at Mar 14, 2024 - 5:10pm by amullen
Layout: SITE PLAN Xrefs: XREF-BORDER.dwg - X3D-BASE.dwg - X3D-WSS.dwg - X3D-SD.dwg - X3D-SS.dwg - XREF-BORDER.dwg - X3D-BASE.dwg - X3D-WSS.dwg - X3D-SD.dwg - X3D-SS.dwg

no.	revision	by	date

teague nall and perkins, inc
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
www.tnpi.com
TBPels: ENGR F-230; SURV 10011600, 10011601, 10194381
GPPE: PEF007431; TBAE: BR 2673

Prosper Independent School District

scale	
horiz	1"=60'
vert	N/A
date	FEB 2024

This document is for interim review and is not intended for construction, bidding or permit purposes.
AMANDA M. MULLEN, P.E. Date: FEB 2024
Tx. Reg. # 123232

Town of Prosper, Texas
Prosper Independent School District
New Elementary #19
TOWN SITE PLAN

tnp project	HUC23376
sheet	1



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 – March 26, 2024

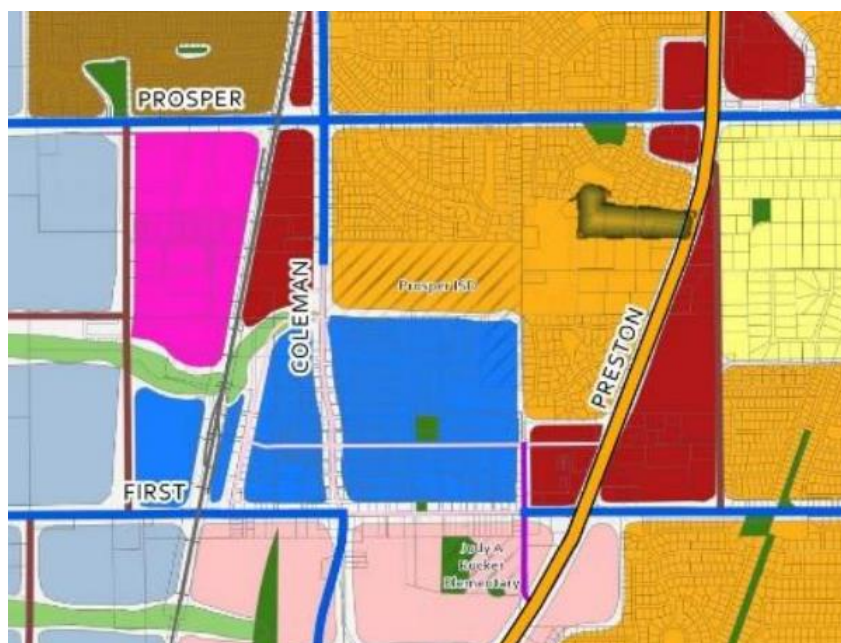
Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

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)

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. Exhibit A – Survey
3. Exhibit B – Letter of Intent
4. Exhibit C – Development Standards
5. Exhibit D – Conceptual Plan
6. Exhibit E – Development Schedule
7. Exhibit F – Elevations
8. Exhibit G – Landscape Plan
9. Email in Opposition
10. Future Land Use Plan Exhibit

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)
- Beauty Salon/Barber Shop
- 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)	<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: Ground cover</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 on the western property line.</p>	<p>Buffer: 5’ Landscape Area</p> <p>Plantings: One ornamental tree and shrub every 15 linear feet.</p>

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.

Architectural Standards:

The architectural standards within this Planned Development require the building to be consistent with the Downtown Office architectural standards. Overall, elevations will exceed 90 percent masonry. Additionally, all construction shall have an approved façade plan before issuance of a building permit.

Town Staff Recommendation:

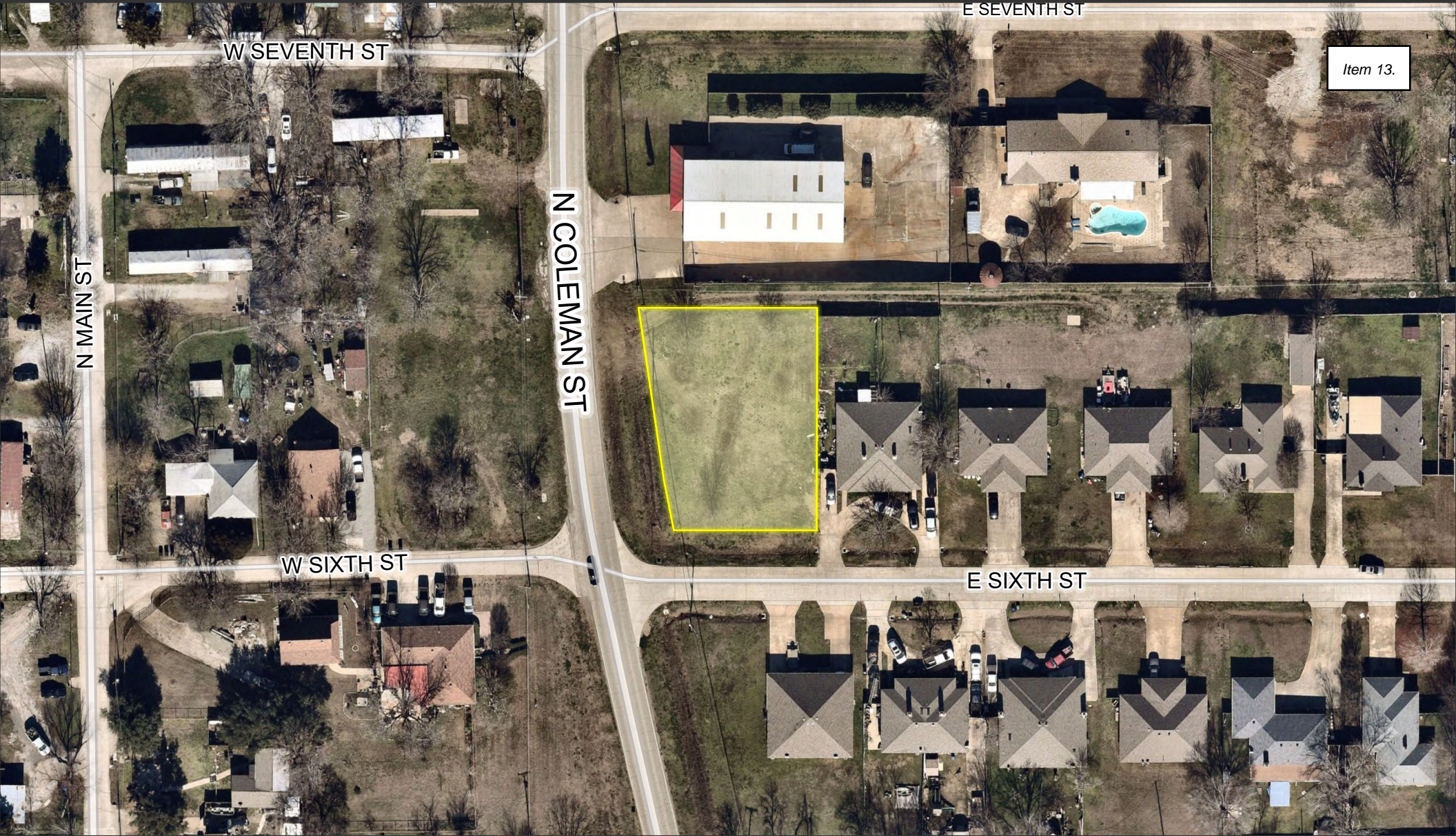
Town Staff recommended approval of the request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development-Downtown Office, located on the northeast corner of Coleman Street and Sixth Street to the Planning & Zoning Commission.

Planning & Zoning Recommendation:

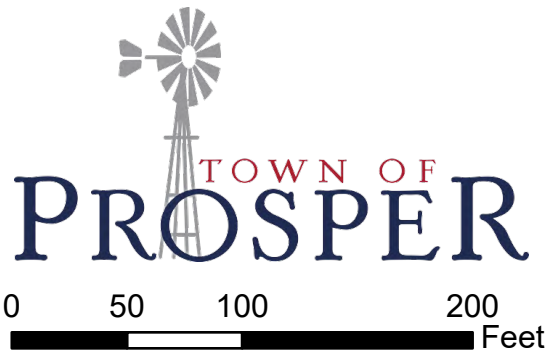
The Planning & Zoning Commission recommended approval of this item by a vote of 4-2 at their meeting on March 19, 2024. Commissioners Reeves and Blanscet voted in opposition to this item due to concerns with the multifamily component and the adjacency to residential development to the east.

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.

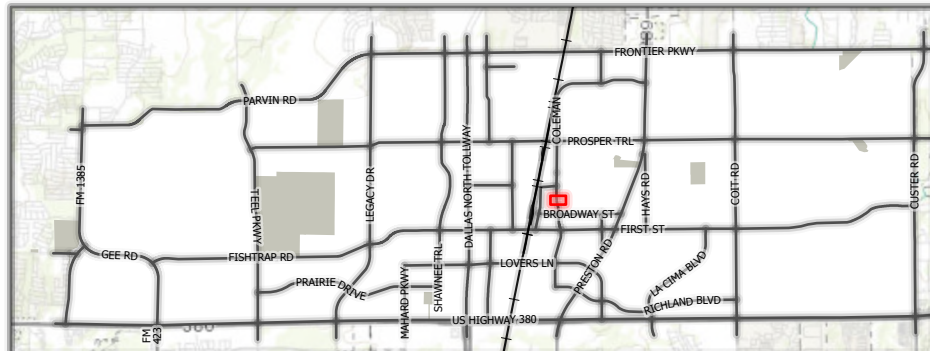
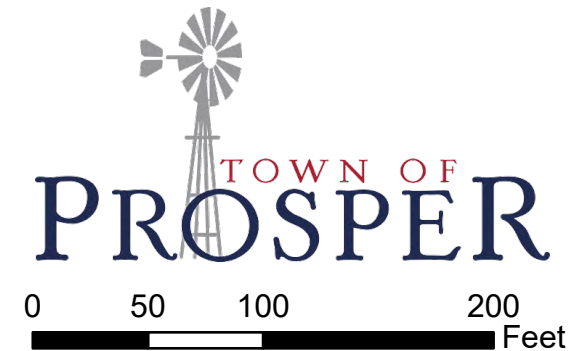
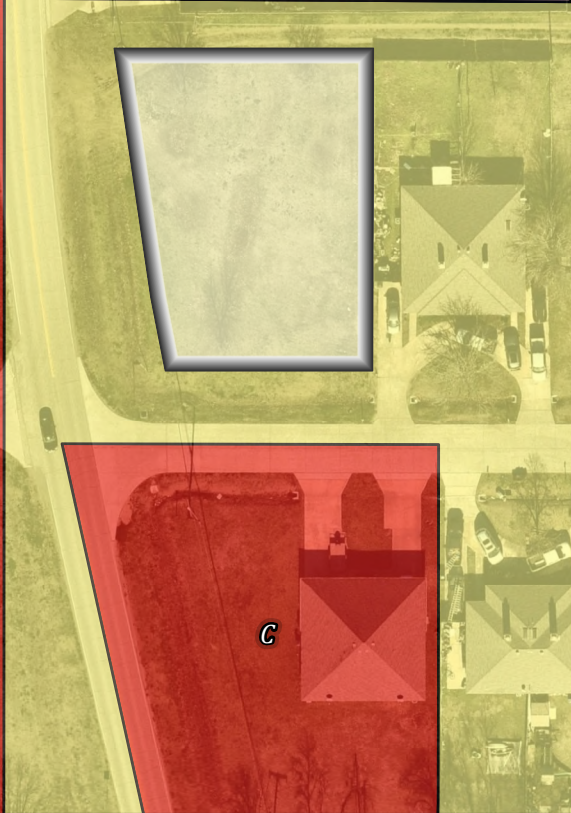
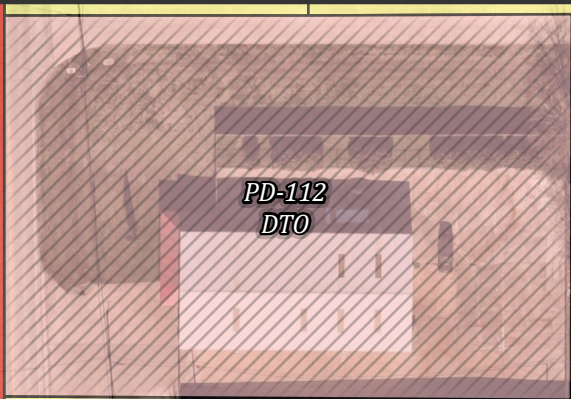


Item 13.



This map for illustration purposes only

ZONE-23-0029



This map for illustration purposes only

ZONE-23-0029

Item 13.

Page 119

Site Plan

SURVEY PLAT

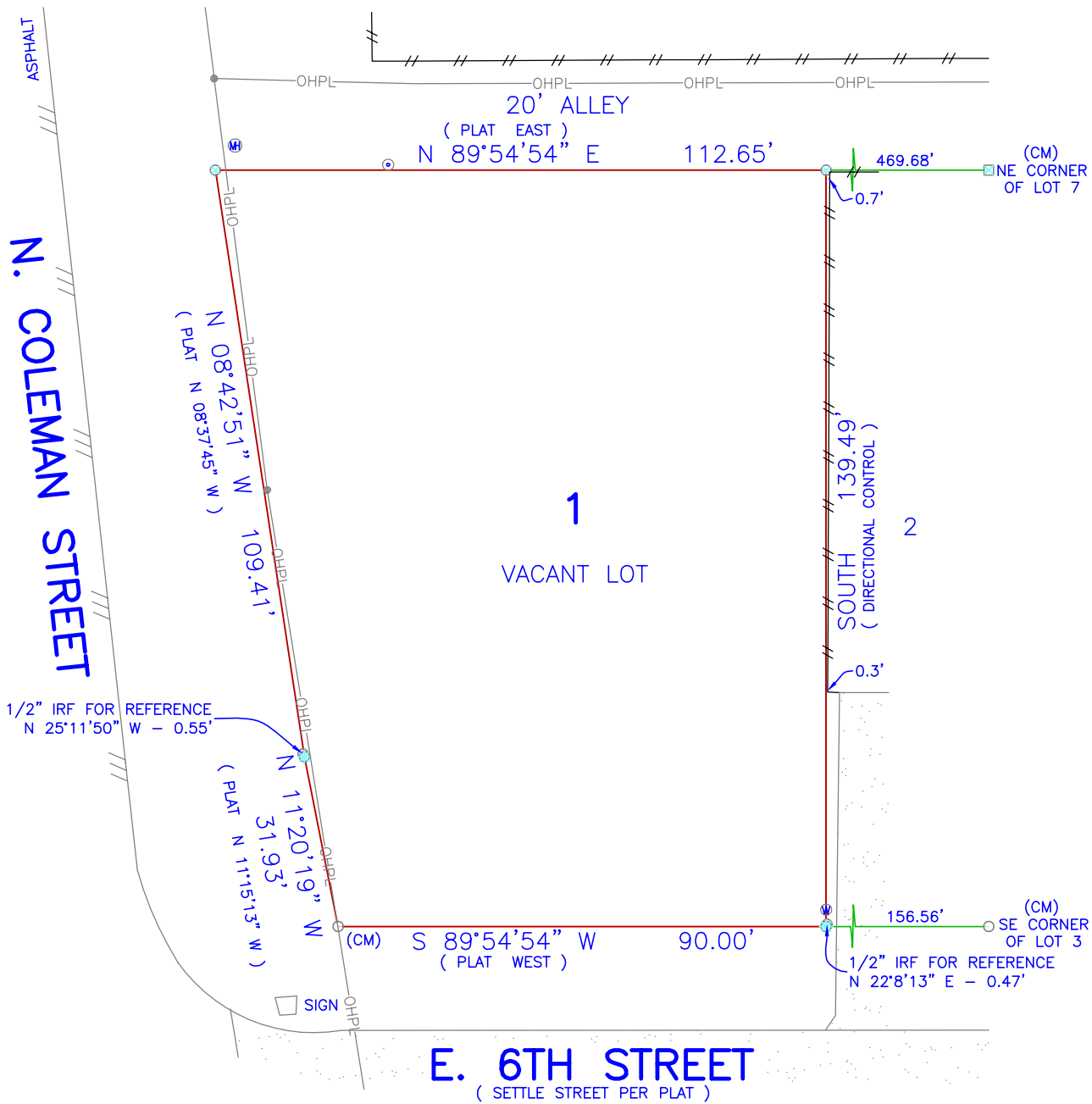
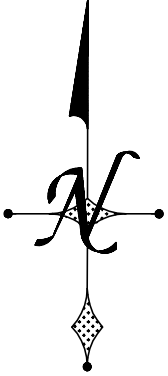


FIRM REGISTRATION NO. 10194366

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: _____



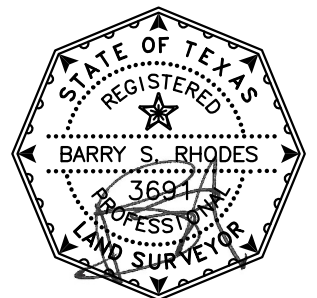
The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY LAWYERS TITLE

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

Scale: 1" = 30'
Date: 04/05/22
G. F. No.: 1900182200773
Job no.: 202203655
Drawn by: KHD



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)
- Beauty Salon/Barber Shop
- 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 Landscaping

2.1 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.

3.0 Architectural Standards

3.1 The architectural standards within this Planned Development District are as follows:

- All construction shall have an approved façade plan before issuance of a building permit.

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

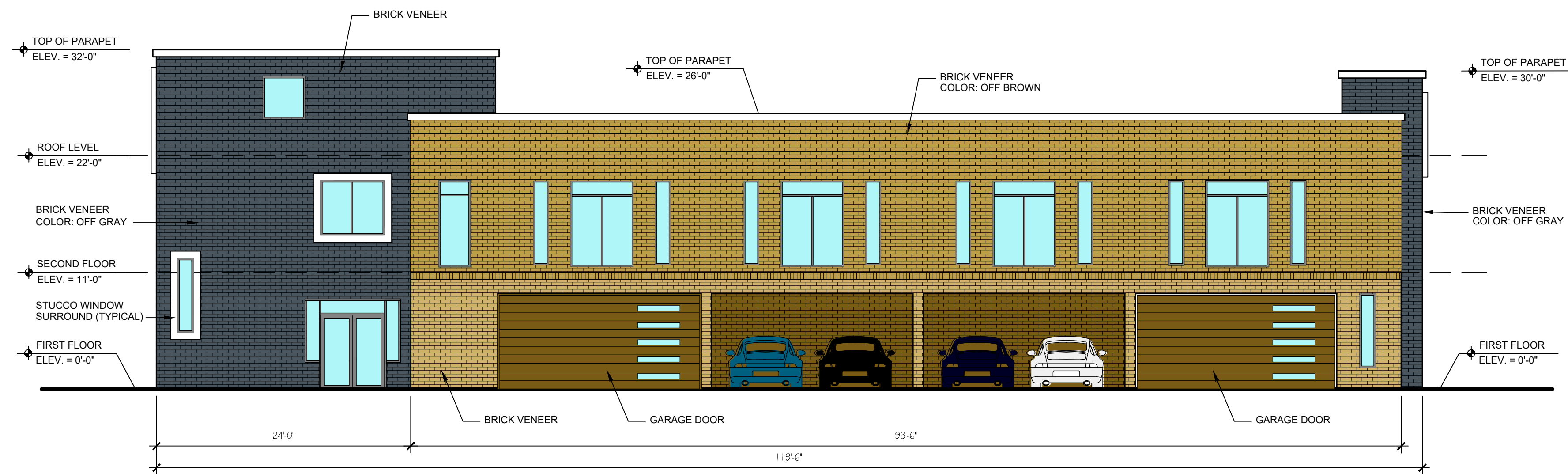
Submit Building Permit - To be determined.

Final Engineering Approval from Town - To be determined

Building Permit Issuance — To be determined

Start Construction — To be determined

Construction Complete — To be determined

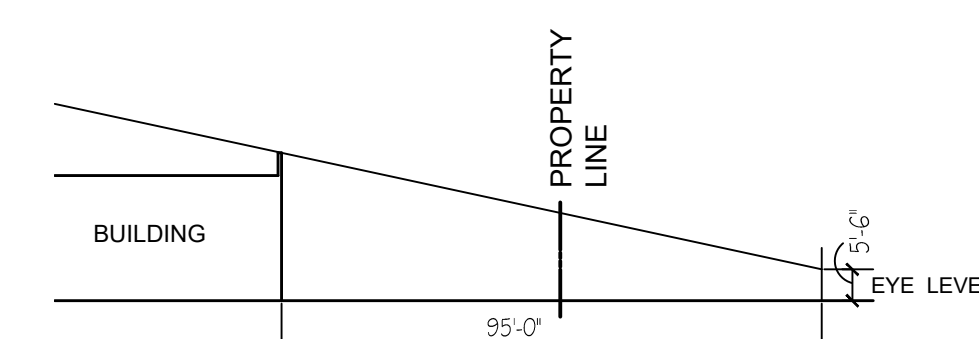


MATERIALS LEGEND

- BRICK VENEER
- STONE VENEER
- STONE VENEER
- STUCCO

NOTES:

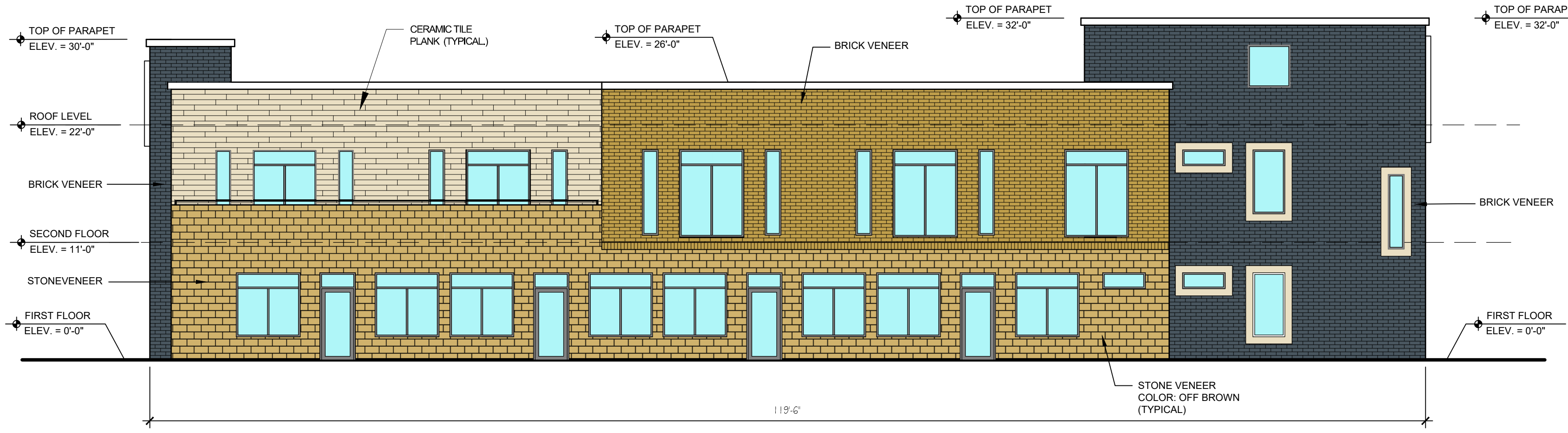
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
6. ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE PRE-APPROVAL BY THE TOWN OF PROSPER.



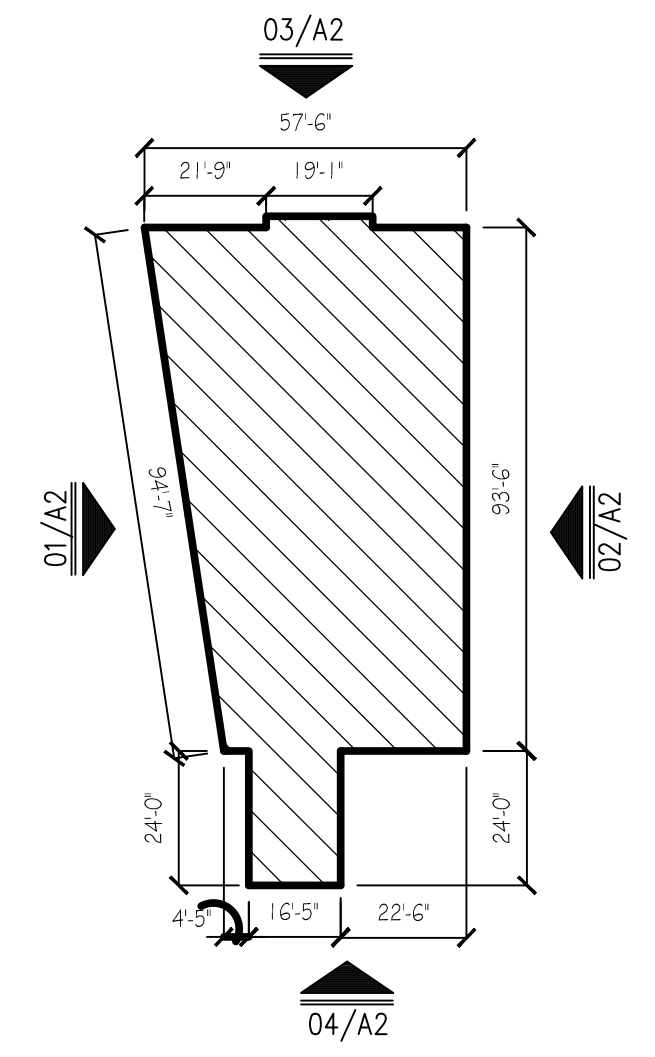
SITE LINE STUDY EAST

1 FRONT (EAST) ELEVATION
 A2 SCALE: 1/8"=1'-0"

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 REAR (WEST) COLEMAN ST. ELEVATION
 A2 SCALE: 1/8"=1'-0"



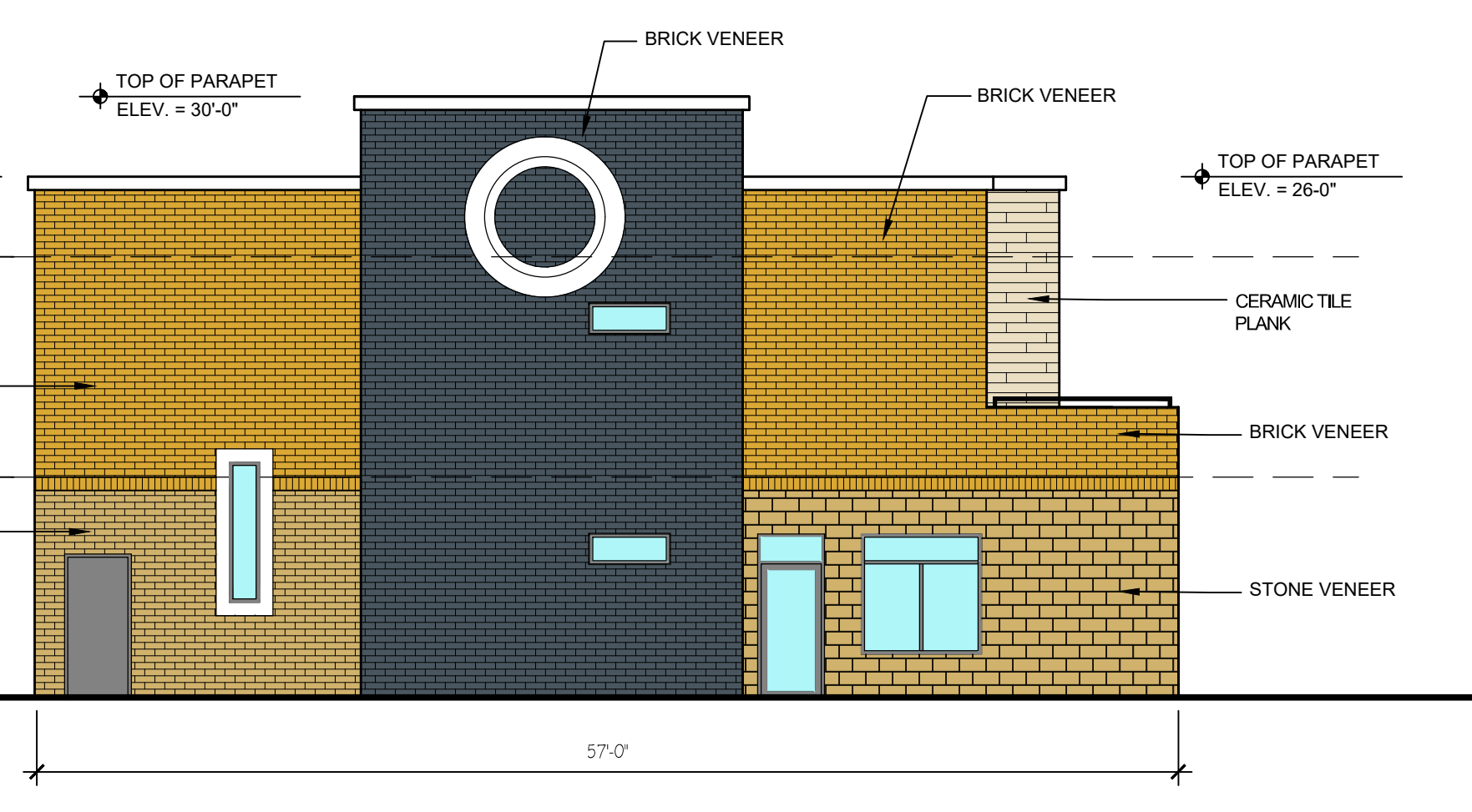
5 KEY PLAN
 A2 SCALE: N.T.S.

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

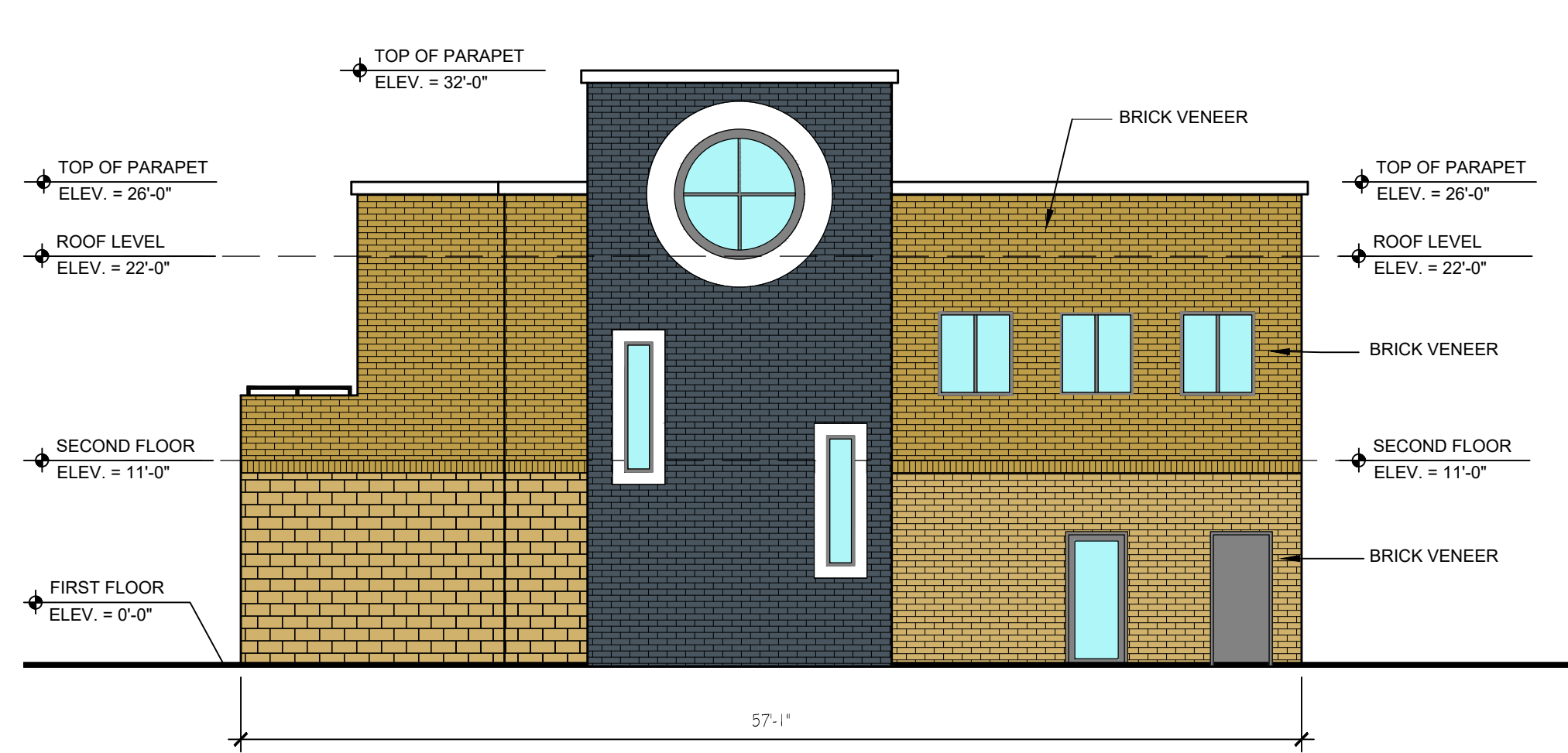
OWNER:
 MOSUNMADE ADEPOJU
 0 E 6TH, LLC, 130 N. PRESTON ROAD, PROSPER,
 TEXAS 75078. PH: (312) 810-8111
 EMAIL: mo@imaginemb.com

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"



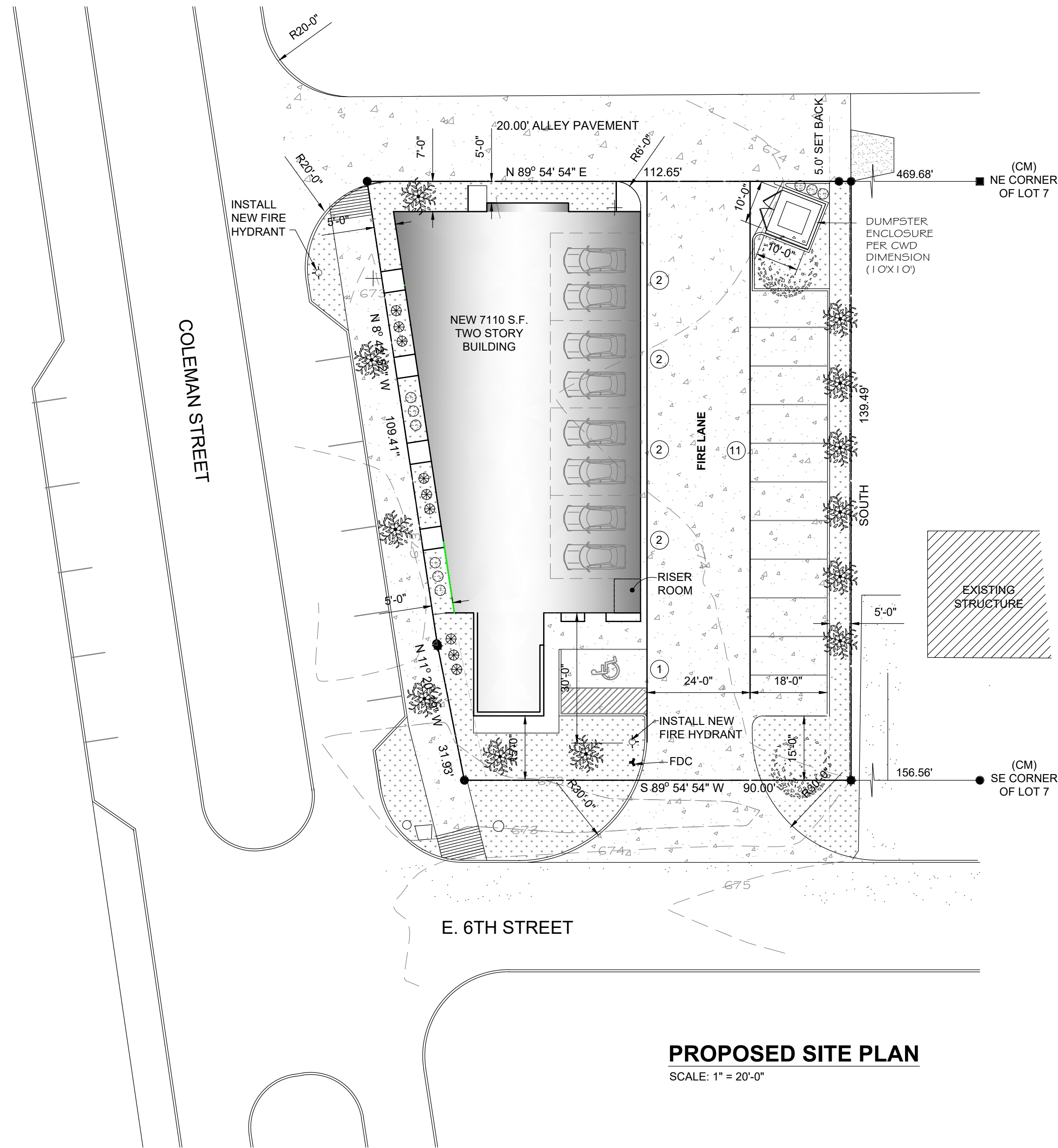
4 RIGHT (SOUTH) ELEVATION
 A2 SCALE: 1/8"=1'-0"



SCALE: 1"= 20'-0"



NORTH



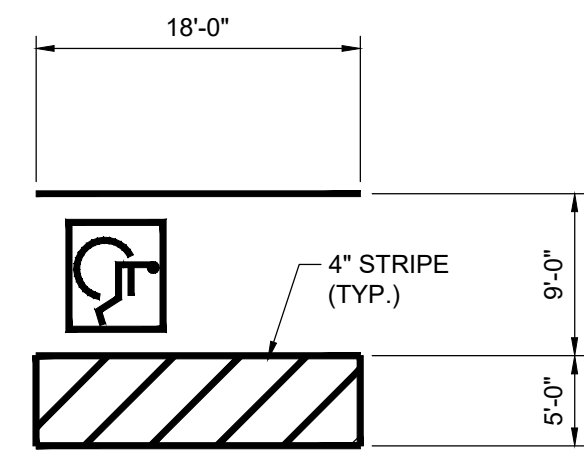
ZONING
EXISTING ZONING: SINGLE FAMILY-15 (SF-15)
PROPOSED ZONING: PLANNED DEVELOPMENT (DOWN TOWN OFFICE)

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)

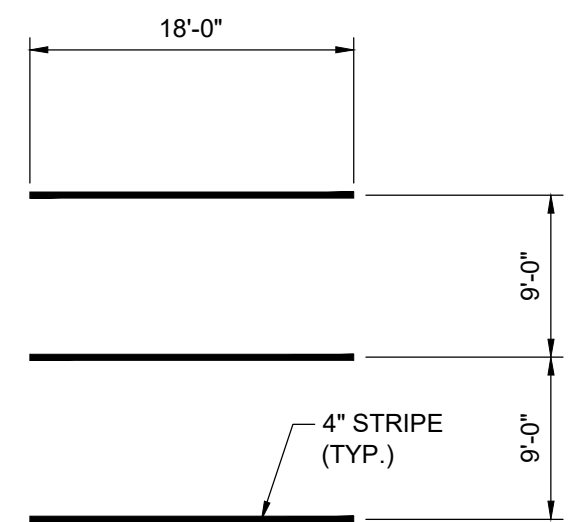
PARKING
RETAIL/OFFICE PARKING: 2450/250 = 10 SPACES
RETAIL PARKING PROVIDED: 12
ACCESSIBLE PARKING 1 SPACES (INCLUDED)

RESIDENTIAL PARKING: 2 x 4 UNITS = 8 SPACES
RESIDENTIAL PARKING PROVIDED: 8



ACCESSIBLE PARKING STRIPE DETAIL

SCALE: 3/32"= 1'-0"

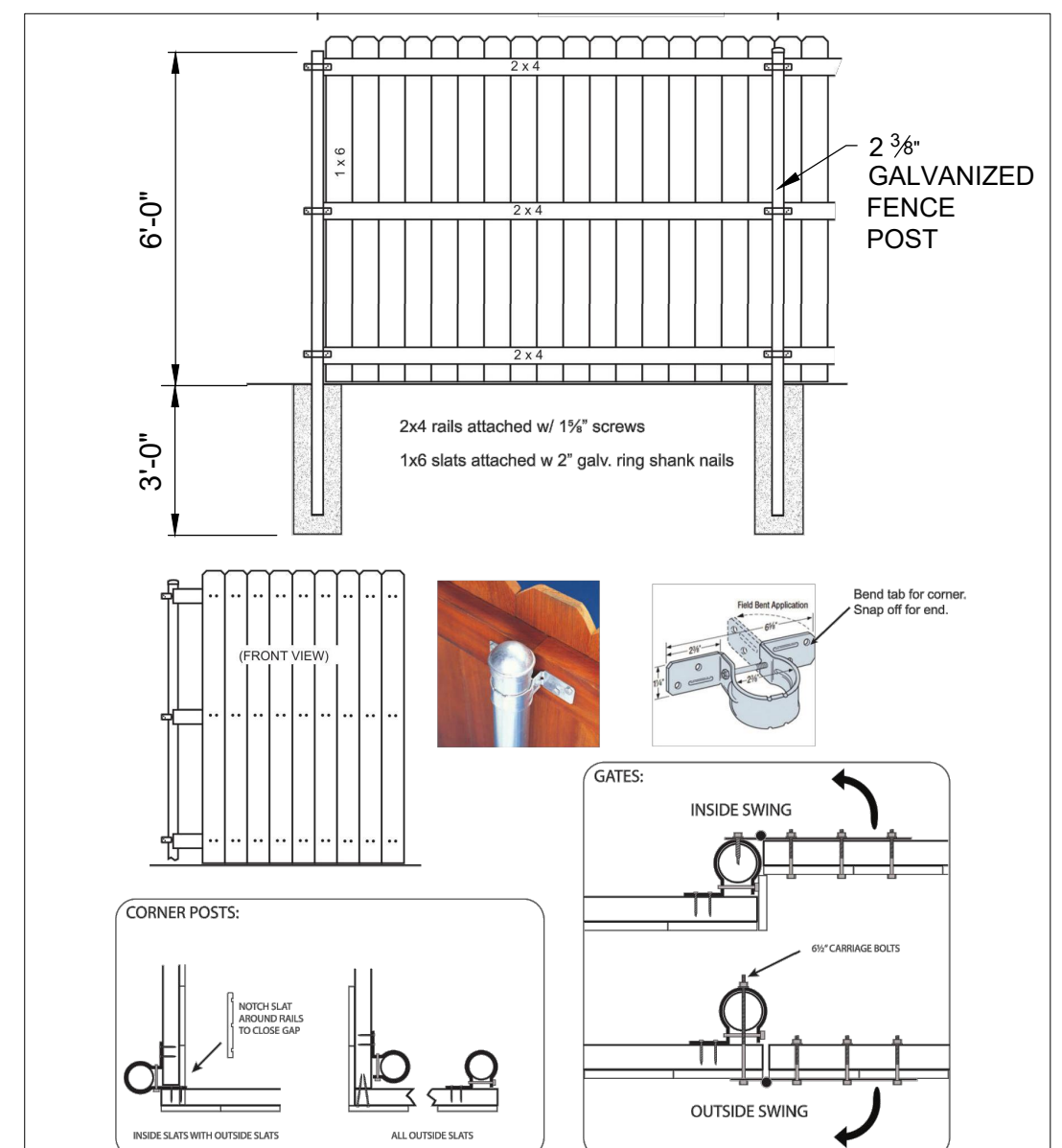
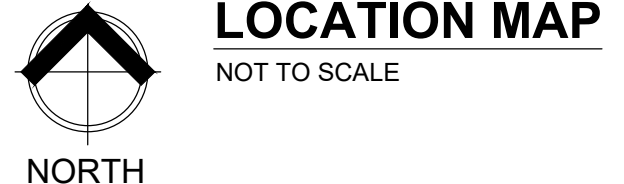
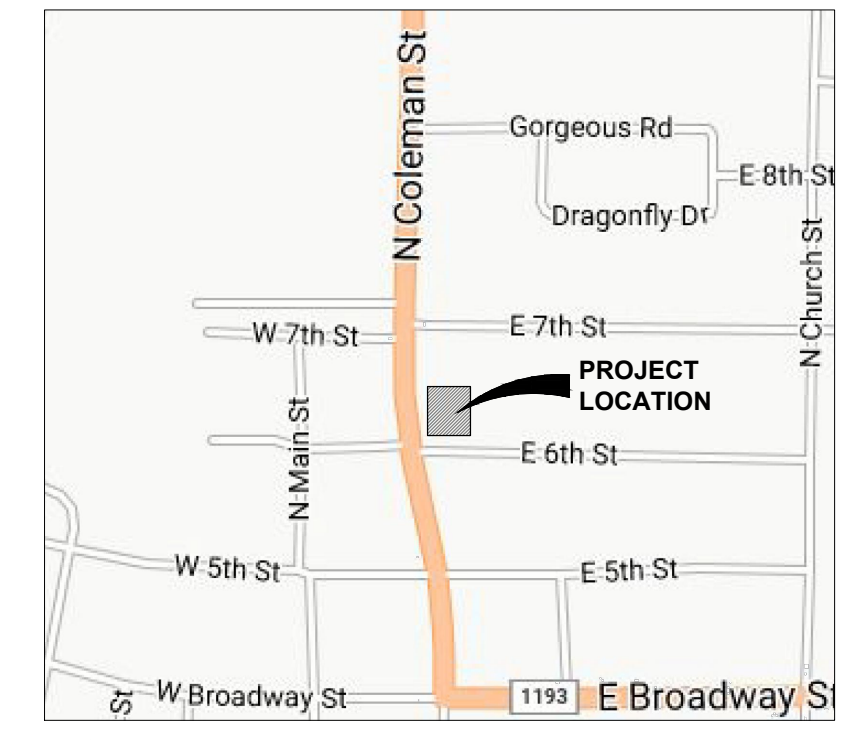


PARKING STRIPE DETAIL

SCALE: 3/32"= 1'-0"

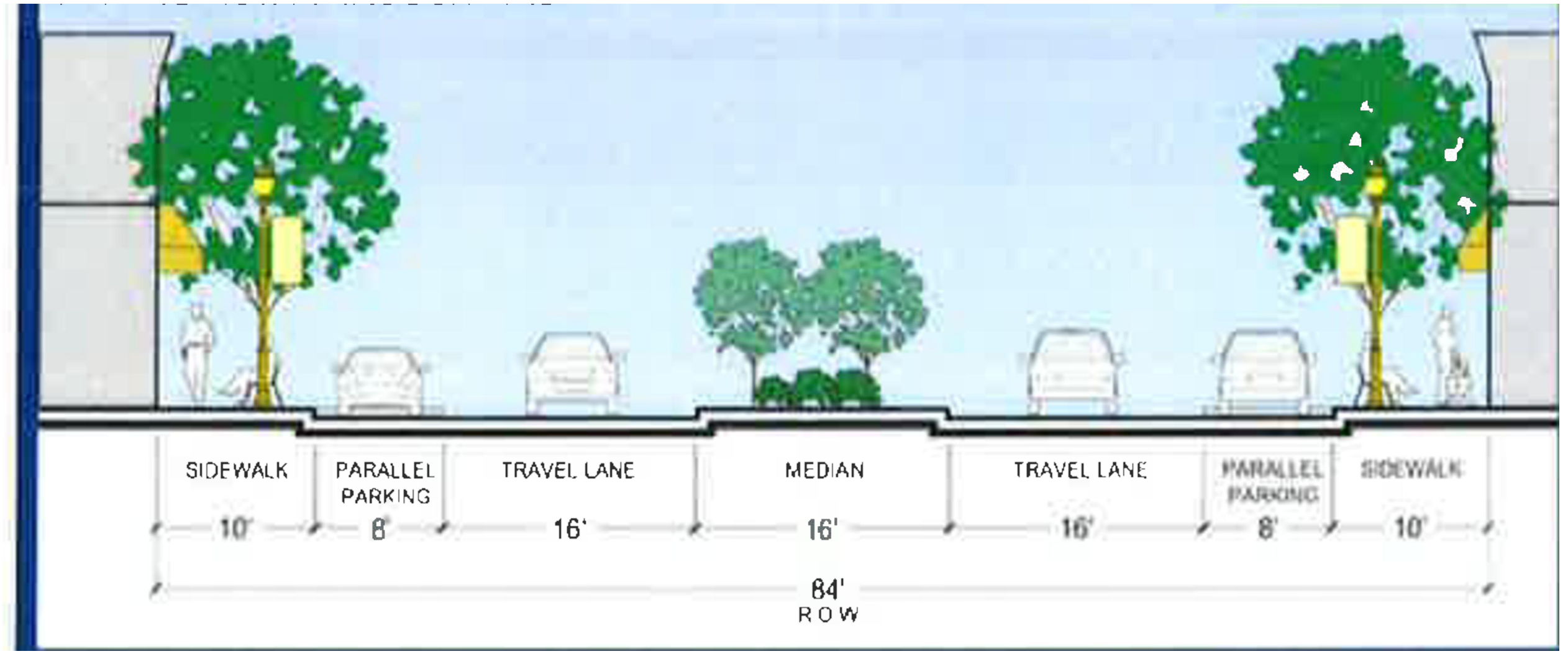
LEGEND

- 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
- GRASS
- CONCRETE
- TRAFFIC DIRECTION
- PAVEMENT SLOPE
- OVERHEAD POWER LINE
- PROPERTY LINE
- CHAIN LINK FENCE
- METAL PRIVACY FENCE
- WOODEN FENCE
- GAS LINE
- EXISTING TREE
- NEW SHADE TREE
- NEW ORNAMENTAL TREE
- NEW SHRUB



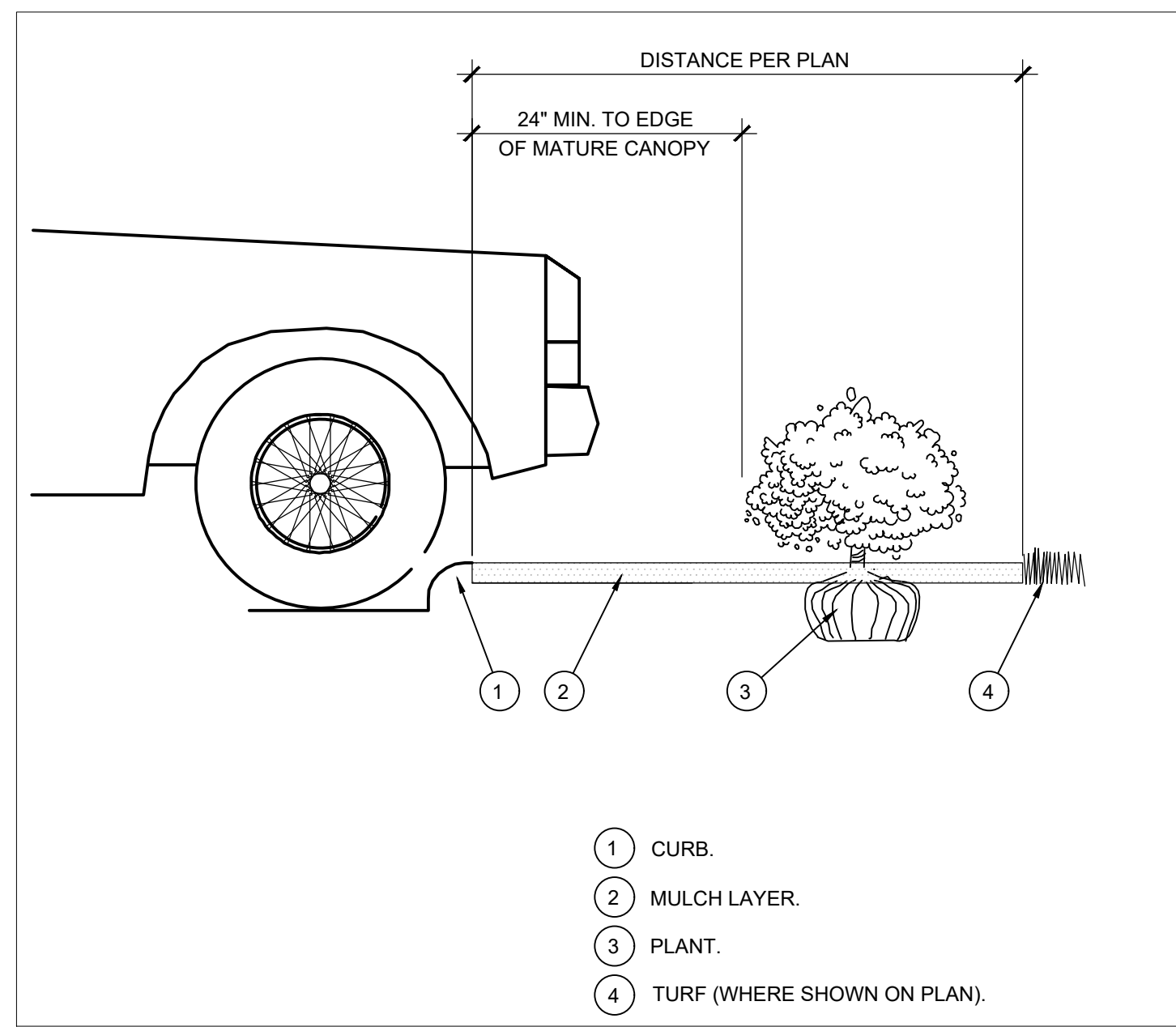
WOOD SCREENING FENCE DETAILS

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.

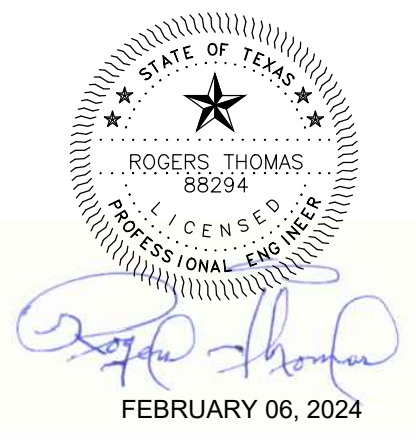


EXHIBIT D: CONCEPTUAL PLAN
PROSPER CENTRAL ADDITION BLOCK 1, LOT 1
ZONE-23-0029

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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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





Surrounding Area

	Zoning	Current Land Use
Subject Property	Single Family-15	Vacant
North	Planned Development-112 (Downtown Office)	Office
East	Single Family-15	Residential
South	Commercial	Residential
West	Downtown Retail	Vacant

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)
- Beauty Salon/Barber Shop
- Bookstore
- Boot and Shoe Sales
- Business Service
- Ceramics Store
- Clothing and Apparel Store
- Florist
- Hobby or Toy Store
- Ice Cream Shop

Permitted Uses Cont.

Uses Allowed by Right:

- 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

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>

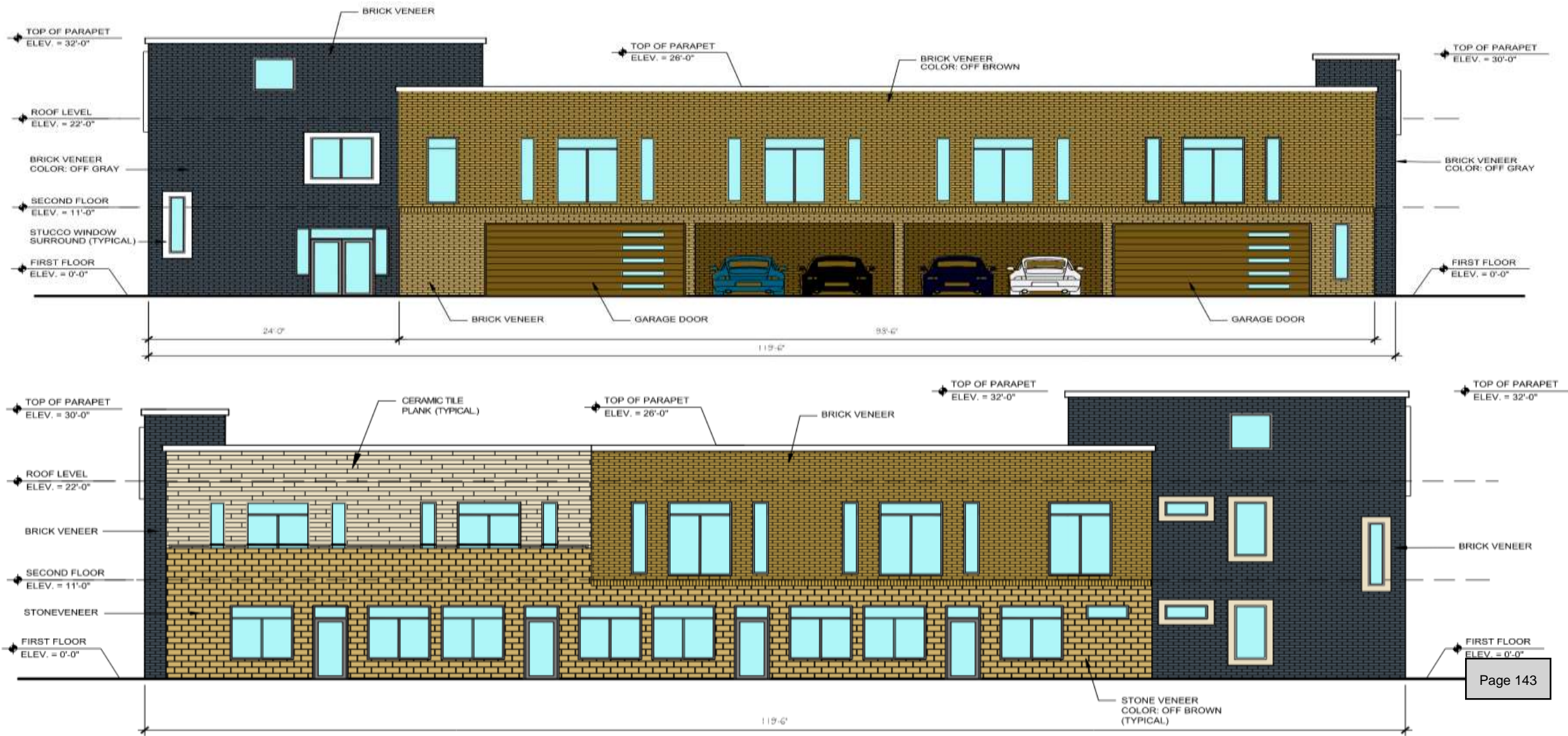
Architectural Standards

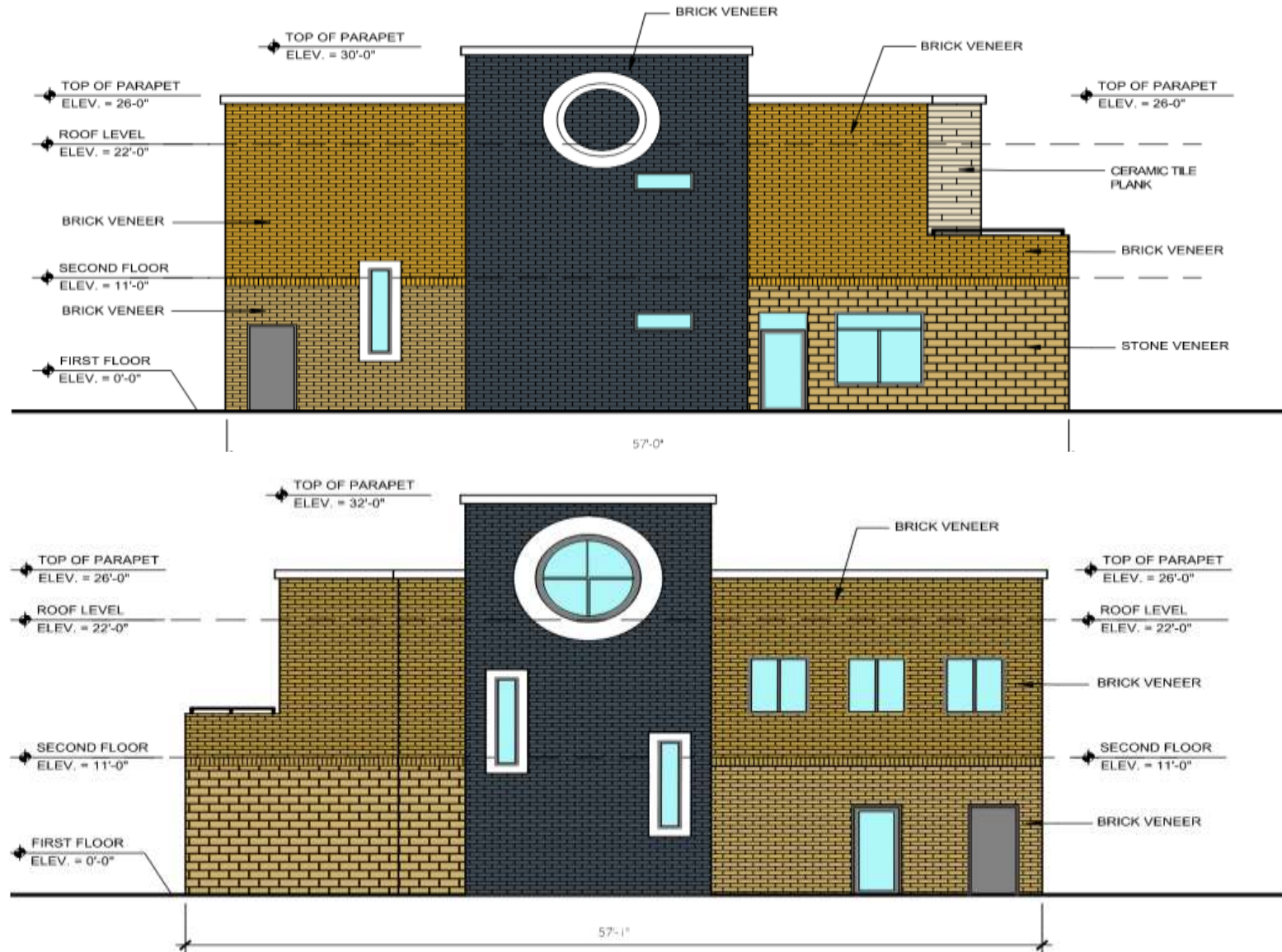
Zoning Ordinance:

- Downtown Office

Building Materials:

- 92% Masonry (Excluding Glazing)
 - Brick (80%)
 - Stone (12%)





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



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 – March 26, 2024

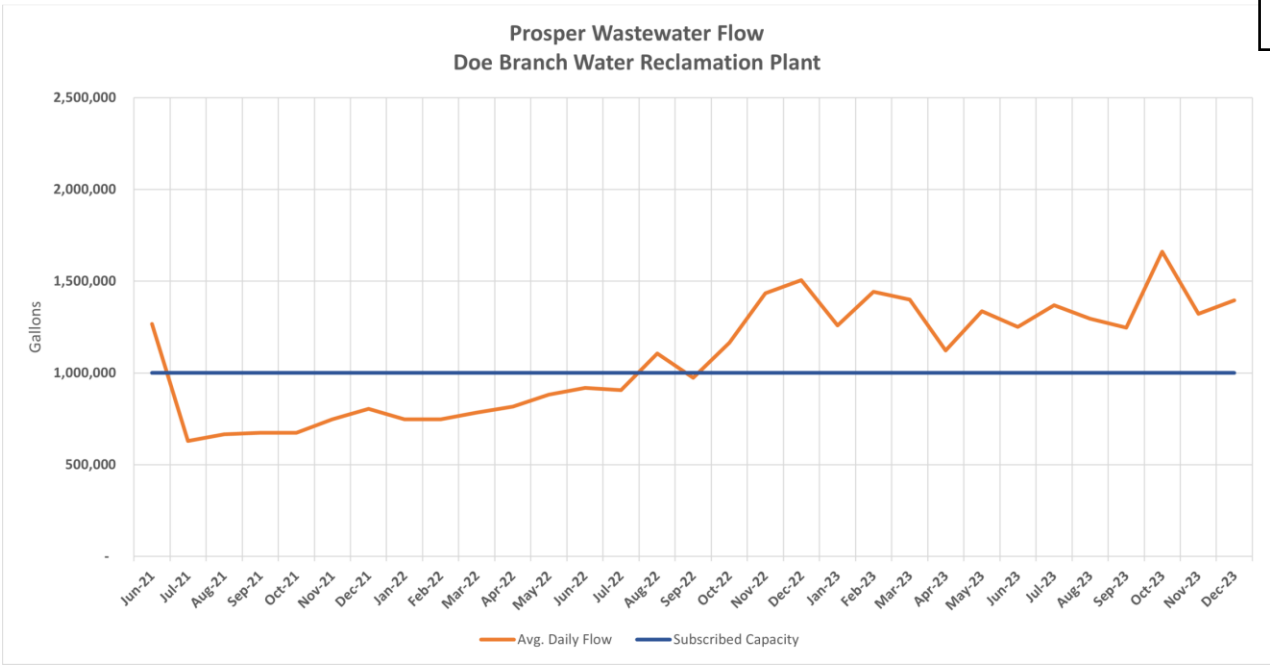
Strategic Visioning Priority: 1. Acceleration of Infrastructure

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 additional 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 need to 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 be also 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, is \$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.

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.