



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 27, 2024
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Presentation of a Proclamation declaring March 2024, as Theatre in our Schools Month. (MLS)
2. Presentation to the Prosper Community Library for receiving the Library of Excellence award. (LS)

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.

3. Consider and act upon the minutes from the February 13, 2024, Town Council Work Session meeting. (MLS)
4. Consider and act upon the minutes from the February 13, 2024, Town Council Regular meeting. (MLS)
5. Consider and act upon an ordinance canceling the May 4, 2024, General Election. (MLS)
6. Consider acceptance of the January 2024 Monthly Financial Report. (CL)
7. Receive the Quarterly Investment Report for December 31, 2023. (CL)
8. Consider and act upon approving purchase orders for the purchase and installation of furniture from Workspace Interiors by Office Depot Business Solutions through the Omnia Partners Cooperative; and authorizing the Town Manager or his/her designee to execute documents related to said purchases. (CL)
9. Consider authorizing the Town Manager to enter into a three-year Professional Services Agreement with two one-year renewals for sales tax consulting with Texas City Services LLC for the Town, EDC and the Crime and Fire Special Purpose Districts. (CL)
10. Receive the 2023 Annual Racial Profiling Report for the Prosper Police Department as required by state law. (DK)
11. Consider and act upon an ordinance amending Section 1.09.017 of the Code of Ordinances relative to the carrying of firearms in Town parks, and Sections 8.03.001 and 8.03.002 of the Code of Ordinances relative to the carrying and discharge of firearms in Town buildings or in the Town limits. (TW/DK)
12. Consider and act upon awarding RFP No. 2024-08-A to Sweeping Corporation of America, LLC., related to the Town's Street Sweeping services, and authorizing the Town Manager to execute a construction agreement for same. (CE)
13. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Angel Valuation Services, LP, and the Town of Prosper, Texas, related to appraisal services for the FM 1461 12-inch Water Line Relocation project. (HW)
14. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy (Prairie – First) – 4 Lanes project. (HW)
15. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between ECS Southwest, LLP, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Teel Parkway (US 380 - First Street) – 2 NB Lanes project. (HW)

- [16.](#) Consider and act upon authorizing the Town Manager to execute an Agreement between Blue Star Allen Land L.P., and the Town of Prosper, Texas, related to the repairs of certain roadways in Star Trail, Phase 5. (HW)
- [17.](#) Consider authorizing the Town Manager to enter into a Professional Services Agreement with Peak Program Value (PPV) for Construction Management Services for Raymond Park. (CL)
- [18.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Gray Event Management for recreation program instructor services. (DB)
- [19.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Soccer Sparks, LLC, for recreation program instructor services. (DB)
- [20.](#) Consider and act upon an ordinance granting a Specific Use Permit for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road. The property is zoned Planned Development-87 (PD-87) Lakewood. (ZONE-23-0036) (DH)
- [21.](#) 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:

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

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

EXECUTIVE SESSION:

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

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

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

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

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Article 1.09 and Article 8.03 of the Town's Code of Ordinances, and Chapter 214 of the Texas Local Government Code, and all matters incident and related thereto.

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.

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, February 23, 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.

CONGRATULATIONS!

PROSPER COMMUNITY LIBRARY





MINUTES

Item 3.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 13, 2024

Call to Order/ Roll Call.

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

Council Members Present:

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

Council Members Absent:

Deputy Mayor Pro-Tem Marcus E. Ray

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Director of Engineering Services
Dan Baker, Director of Parks and Recreation
David Hoover, Development Services Director
Leslie Scott, Director of Library Services
Todd Rice, Communications and Media Relations Manager
Wilson Haynes, Senior Communications Specialist
Doug Kowalski, Police Chief

Items for Individual Consideration

1. Receive an update regarding the solid waste transition. (RBS)

Mr. Scott presented the item by recognizing staff members who assisted in the transition, noting all their extra work and extra hours put into assisting residents and the community. Mr. Scott also provided an overview of the services and service levels. He indicated that a dedicated web page is being made for commercial services and how staff are addressing the downtown area to accommodate their needs.

The Town Council discussed the new carts, operation hours of the service trucks, and signs to be attached to address commercial trash carts and/or container storage areas.

2. Receive an update regarding the Town's Capital Improvement Projects (CIP). (HW/DB)

Mr. Webb and Mr. Baker provided an update on the 2020 bond projects which included an overview of streets, parks, and facilities.

The Town Council discussed the project timelines and debt capacity. Councilmember Bartley noted that the CIP Subcommittee approved the allocation of funds for a Library Master Plan and Councilmember Cotten requested accelerating the planning of future projects in order to consider when it would be more advantageous to hold the next bond election.

Adjourn.

The meeting was adjourned at 5:58 p.m.

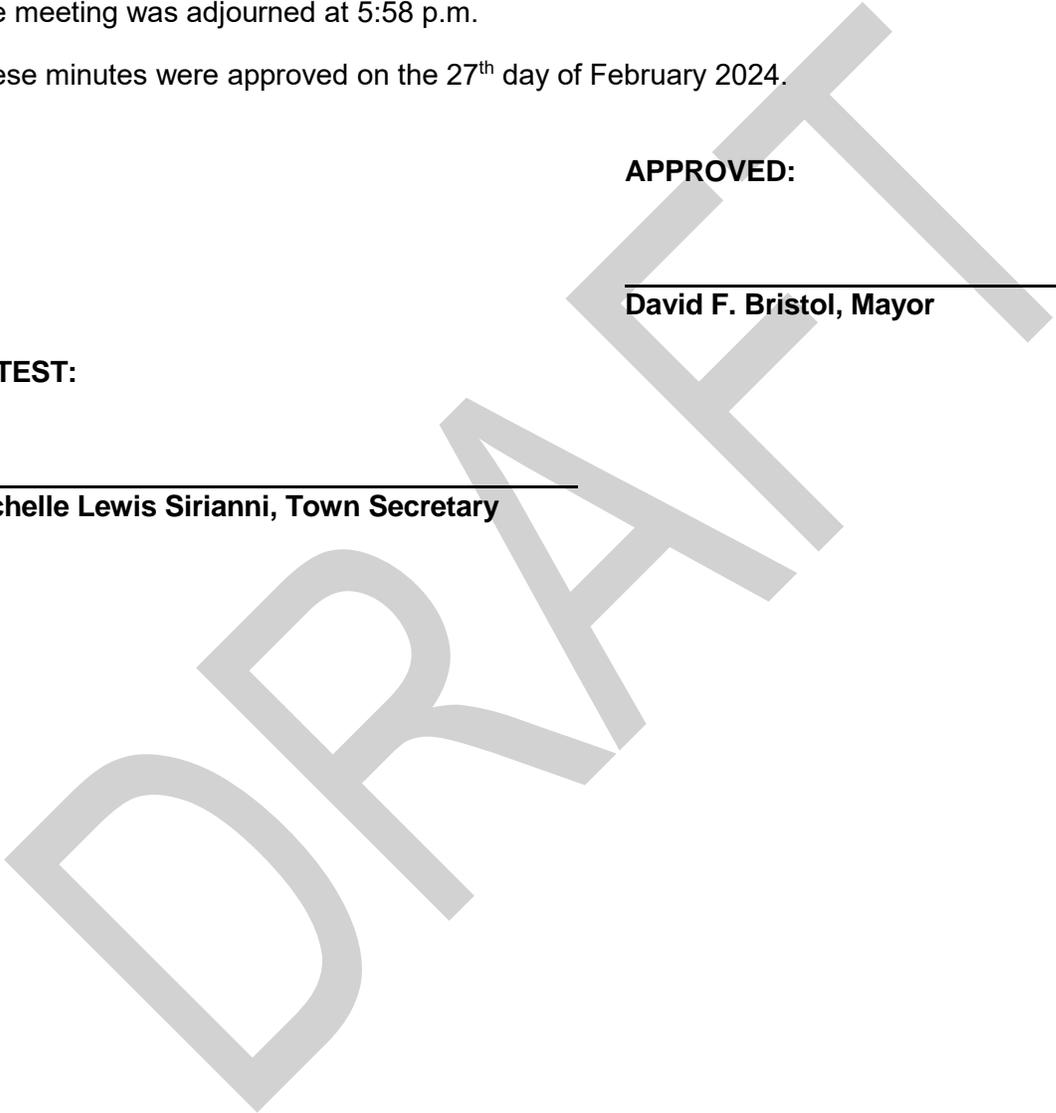
These minutes were approved on the 27th day of February 2024.

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, February 13, 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
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges
Councilmember Charles Cotten

Council Members Absent:

Deputy Mayor Pro-Tem Marcus E. Ray

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Director of Engineering Services
Dan Baker, Director of Parks and Recreation
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Todd Rice, Communications and Media Relations Manager
Scott Brewer, Assistant Police Chief
Doug Kowalski, Police Chief

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

Lance Millsaps with Prestonwood Baptist 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:

Join us on Saturday, February 17 from 9 to 11 a.m. for the Prosper Fishing Derby at the Frontier Park Pond, located at 1551 Frontier Pkwy. The Prosper Fishing Derby is a friendly competition for kids and a relaxing morning for the entire family. Judges will be stationed around the pond to chart fish caught and tally the catches of the day. Prizes will be awarded for Most Fish Caught in various age divisions. The event is free of charge and registration is not required. For more details, visit the Special Events page within the Parks and Recreation Department.

Join us for the groundbreaking ceremony at Raymond Community Park on Thursday, February 22, at 10 a.m. at the northwest corner of First Street and Coit Road in Prosper. Come discover the start of Phase 1 of this project and the exciting amenities it will bring to our community. Parking will be available at St. Paul's Episcopal Church.

Mayor Bristol announced the Prosper Exchange hosted by the Prosper Economic Development Corporation on February 15 and recognized Councilmember Cotten's upcoming milestone birthday.

Presentations.

1. **Receive a presentation from the Salvation Army of North Texas regarding the 2023 Mayor's Red Kettle Challenge.**

The Salvation Army recognized Mayor Bristol for winning the 2023 Red Kettle Challenge. He was presented with a certificate and the winning bell.

CONSENT AGENDA:

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

2. **Consider and act upon the minutes from the January 23, 2024, Town Council Regular meeting. (MLS)**
3. **Consider and act upon Ordinance 2024-18 ordering a General Election to be held on May 4, 2024, for the purpose of electing a Councilmember Place 2 and Councilmember Place 6; designating location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services. (MLS)**
4. **Consider and act upon Ordinance 2024-19 amending Division 3, "Community Engagement Committee," of Article 1.04, "Boards, Commissions and Committees," within Chapter 1 of the Town's Code of Ordinances by amending Section 1.04.039, "Number of Members," and Section 1.04.042 "Chair/Vice-Chair/quorum." (MLS)**
5. **Consider and act upon approval of a Professional Services Agreement between the Town of Prosper and Soccer Sparks LLC for recreation program instructor services; and authorizing the Town Manager to execute documents for same. (DB)**
6. **Consider and act upon approval of a Professional Services Agreement between the Town and Prosper and Gray Event Management for recreation program instructor services; and authorizing the Town Manager to execute documents for same. (DB)**
7. **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)**

Staff requested to pull items 5 and 6 to be tabled to February 27.

Mayor Pro-Tem Andres made a motion to approve consent agenda items 2 through 4 and item 7, and to table items 5 and 6 to February 27, 2024. Councilmember Hodges seconded that motion. Motion carried with a vote of 6-0.

CITIZEN COMMENTS

Miriam Kassem, 1401 Woodhaven Drive, requested the Town Council to consider approving a Cease Fire Resolution to support ending the war in Gaza.

Yaseen Paul, 1920 Blue Forest Drive, requested the Town Council to consider approving a Cease Fire Resolution to support ending the war in Gaza.

Rajaie Salah, 2648 Redcedar Drive, Little Elm, requested the Town Council to consider approving a Cease Fire Resolution to support ending the war in Gaza.

Mr. Kassem, 1401 Woodhaven Drive, requested the Town Council to consider approving a Cease Fire Resolution to support ending the war in Gaza.

At 6:37 p.m., the Town Council took a brief recess.

At 6:45 p.m., the Town Council reconvened back into regular session.

Items for Individual Consideration:

8. **Conduct a public hearing and consider and act upon a request for a Planned Development for Mini-Warehouse/Public Storage, Restaurant, and Retail uses on 8.7± acres on Collin County School Land Survey, Abstract 147, Tracts 1-7 and 28, located on the northwest corner of North Coleman Street and West Prosper Trail. The property is zoned Agricultural and Commercial. (ZONE-23-0017) (DH)**

Mr. Hoover presented the item by noting the location of the request, surrounding zoning, and details of the request including parking, landscaping, and screening. Additionally, the request would allow for two multi-tenant buildings with both restaurant and retail uses. Mr. Hoover stated that the current zoning and the Future Land Use Plan (FLUP) indicate that commercial uses are appropriate in this area; however, staff do not believe that public storage is an appropriate use at this location. The Planning and Zoning Commission recommended denial of the item by a vote of 5-1 at their January 16 meeting. Two letters and one phone expressing opposition were received. Staff is recommending denial.

The Town Council discussed the feedback received from the Planning and Zoning Commission and the commercial uses versus the retail uses of the request.

The Civil Engineer representing the landowner spoke on his behalf noting that the intent of the request is to keep the commercial uses as the base zoning with half being restaurant/retail and the other half being storage which would be requested through a Special Use Permit (SUP). They also intend on adding additional trees/screening.

The Town Council further discussed the outdoor storage, phasing of the development, materials, and height of the buildings, and how the adjacent neighborhood would be affected.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council additionally discussed the directional layout of the buildings and landscaping standards.

Councilmember Cotten made a motion to deny a request for a Planned Development for Mini-Warehouse/Public Storage, Restaurant, and Retail uses on 8.7± acres on Collin County School Land Survey, Abstract 147, Tracts 1-7 and 28, located on the northwest corner of North Coleman Street and West Prosper Trail. The property is zoned Agricultural and Commercial. Councilmember Bartley seconded that motion. Motion carried with a 6-0 vote.

9. Consider and act upon awarding CSP No. 2024-12-B to Wilson Contractor Services, related to construction services for the DNT Waterline Relocation (US 380 - First Street) project; and authorizing the Town Manager to execute a construction agreement for same. (HW)

Mr. Webb introduced this item stating that this project consists of all the work needed to relocate an existing 16-inch waterline in conflict with the proposed construction of NTTA's main lanes. The project was advertised with the Town receiving ten bids with a project timeline from 110 days to 310 days. Reference checks were conducted with positive feedback received. The cost for the construction of the project is \$1,269,004.08 coming in below the total budget for the project. Staff is recommending approval.

Councilmember Hodges made a motion to approve awarding CSP No. 2024-12-B to Wilson Contractor Services, related to construction services for the DNT Waterline Relocation (US 380 - First Street) project; and authorizing the Town Manager to execute a construction agreement for same. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 6-0 vote.

10. Consider and act upon Resolution 2024-21 of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain property for a water line easement for the construction of the DNT Waterline Relocation (US 380 - First Street) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)

Mr. Webb introduced this item noting the waterline relocation project. The proposed resolution is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

Mayor Pro-Tem Andres made a motion to approve Resolution 2024-21 declaring the public necessity to acquire certain waterline easements for the construction of the DNT Waterline Relocation (US 380 - First Street) project; project with such the property being more particularly described in the attached resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and

authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. Councilmember Cotten seconded that motion.

- Councilmember Cotten – In Favor
- Councilmember Hodges – In Favor
- Mayor Bristol – In Favor
- Mayor Pro-Tem Andres – In Favor
- Councilmember Kern – In Favor
- Councilmember Bartley – In Favor

Motion carried with a 6-0 vote.

11. Consider and act upon Ordinance 2024-20 amending Section 4.09.001, “Definitions,” of Article 4.09, “Special Events and Temporary Outdoor Seasonal Sales,” of Chapter 4, “Business Regulations,” of the Code of Ordinances, and amending article 4.09, “Special Events and Temporary Outdoor Seasonal Sales,” of Chapter 4, “Business Regulations,” of the Code of Ordinances by adding a new section 4.09.14, “Parking,” to address temporary parking of vehicles at special events. (DB)

Mr. Baker stated the proposed amendments would allow the Town to post “no parking” signs at special events and allow the Police Department to enforce the regulation by issuing a citation or towing if necessary.

Councilmember Kern made a motion to approve Ordinance 2024-20 amending Section 4.09.001, “Definitions,” of Article 4.09, “Special Events and Temporary Outdoor Seasonal Sales,” of Chapter 4, “Business Regulations,” of the Code of Ordinances, and amending article 4.09, “Special Events and Temporary Outdoor Seasonal Sales,” of Chapter 4, “Business Regulations,” of the Code of Ordinances by adding a new section 4.09.14, “Parking,” to address temporary parking of vehicles at special events. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 6-0 vote.

12. Receive an update on the Parks, Recreation and Open Space Master Plan. (DB)

Mr. Baker introduced this item stating that stakeholder groups have been selected to represent the Advisory Committee, which include members of the active adult community, Parks and Recreation Board, Community Engagement Committee, Prosper Youth Sports Commission, Proser Independent School District, the faith community, Downtown Business Alliance, Mayor’s Youth Advisory Council, Homeowners Association leadership, families with children with special needs, and the cricket community. This committee will attend four quarterly meetings led by the consultant, Dunaway Associates. The Parks and Recreation Board approved and recommended the proposed committee members to the Town Council. In addition, two focus groups will also be formed as part of the public input process. The invitees are still being discussed; however, the Parks and Recreation Board did approve the stakeholder groups recommended.

The Town Council discussed the diversity of the committee and expressed their appreciation for those individuals that are participating.

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

Councilmember Cotten provided a Capital Improvement Projects (CIP) Subcommittee report recapturing items noted during the work session.

Mayor Pro-Tem Andres provided a Legislative Subcommittee report noting the Town's participation with the TML Legislative Process as we move into the primary season.

Councilmember Bartley provided a Downtown Advisory Committee report noting the committee is receiving cost estimates for arches and continue to vet projects based on cost projections. To date, \$19,000 funds are committed to projects.

Councilmembers Bartley and Hodges provided a Community Engagement Committee update noting the discussions regarding the mobile app and working with the vendor to find solutions to use it for push notifications for alerts, etc.

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

No comments were made.

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 appointments to the Upper Trinity Regional Water District Board of Directors, and all matters incident and related thereto.

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

Section 551.074 - To discuss 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 7:35 p.m.

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

The Town Council reconvened into Regular Session at 9:01 p.m.

Mayor Pro-Tem Andres made a motion to appoint George Dupont to the Upper Trinity Regional Water District Board of Directors. Councilmember Hodges seconded that motion. Motion carried with a 6-0 vote.

Adjourn.

The meeting was adjourned at 9:02 p.m.

These minutes were approved on the 27th day of February 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

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

Re: Canceling May General Election

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance canceling the May 4, 2024, General Election.

Description of Agenda Item:

In accordance with the Texas Election Law, the filing period deadline for casting a place on the May 4, 2024, ballot was Friday, February 16 and the write-in deadline was Tuesday, February 20. No other applications for a place on the ballot were received other than current Mayor Pro-Tem Craig Andres, Place 2, and Cameron Reeves for Place 6; therefore, allowing the Town to cancel the General Election.

Budget Impact:

Due to canceling, the Town will see cost savings in Election Expenses funded through account 100-5460-10-02.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance: English & Spanish
2. Certification of Unopposed Candidates

Town Staff Recommendation:

Town Staff recommends the Town Council approve an ordinance canceling the May 4, 2024, General Election.

Proposed Motion:

I move to approve an ordinance canceling the May 4, 2024, General Election.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, CANCELING THE GENERAL ELECTION SCHEDULED TO BE HELD ON THE MAY 4, 2024, FOR THE PURPOSE OF ELECTING COUNCILMEMBER PLACE 2 AND COUNCILMEMBER PLACE 6; DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; ORDERING THE POSTING OF THIS ORDINANCE AT TOWN HALL ON ELECTION DAY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2024-18, was adopted by the Town Council on February 13, 2024, for the purpose of electing Councilmember Place 2 and Councilmember Place 6 to the Prosper Town Council; and

WHEREAS, the election is for officers of the Town in which write-in votes may be counted only for names appearing on a list of write-in candidates and in which each candidate whose name is to appear on the ballot is unopposed; and

WHEREAS, the filing deadlines for name placement on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, the Town Council has received the Town Secretary's certification that each candidate is unopposed for the election; and,

WHEREAS, Section 2.053(a) of the Texas Election Code authorizes the governing body to declare each unopposed candidate elected to office and to cancel the election.

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

SECTION 1.

The General Election for the purpose of electing Councilmember Place 2 and Council Place 6 previously called for May 4, 2024, is hereby canceled.

SECTION 2.

The following candidates, who are unopposed for the May 4, 2024, General Election, are hereby declared elected to office and shall be issued a certificate of election:

Councilmember Place 2
Councilmember Place 6

Craig Andres
Cameron M. Reeves

SECTION 3.

Pursuant to Section 2.053 of the Texas Election Code, the Town Secretary shall post a copy of this ordinance on Election Day, at the polling place used or that would have been used in the election.

SECTION 4.

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance or of the code of Ordinances, as amended hereby, be adjudged or held to be void or

unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5.

This ordinance shall take effect immediately in accordance with the provisions of the Charter of the Town of Prosper, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, COLLIN AND DENTON COUNTIES, TEXAS, ON THIS THE 27TH DAY OF FEBRUARY, 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

CUIDAD DE PROSPER, TEXAS

ORDENANZA NO. 2024-XX

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CUIDAD DE PROSPER, TEXAS, QUE CANCELA LAS ELECCIONES GENERALES PROGRAMADAS PARA EL 4 DE MAYO DE 2024, CON EL FIN DE ELEGIR AL CONCEJAL LUGAR 2 Y AL CONCEJAL LUGAR 6; DECLARAR A CADA CANDIDATO SIN OPOSICIÓN ELEGIDO PARA EL CARGO; ORDENAR LA PUBLICACIÓN DE ESTA ORDENANZA EN EL AYUNTAMIENTO EL DÍA DE LAS ELECCIONES; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PREVIENDO UNA FECHA EFECTIVA.

MIENTRAS, la Ordenanza Núm. 2024-18, fue adoptada por el Concejo Municipal el 13 de febrero de 2024, con el propósito de elegir al Concejal Lugar 2 y al Concejal Lugar 6 para el Concejo Municipal de Prosper; y

MIENTRAS, la elección es para funcionarios de la ciudad en la que los votos por escrito se pueden contar solo para los nombres que aparecen en una lista de candidatos por escrito y en la que cada candidato cuyo nombre debe aparecer en la boleta no tiene oposición; y

MIENTRAS, han pasado los plazos de presentación para la colocación del nombre en la boleta y la declaración de candidatura por escrito; y

MIENTRAS, el Consejo Municipal ha recibido la certificación del Secretario del Pueblo de que cada candidato no tiene oposición para la elección; y,

MIENTRAS, la sección 2.053(a) del Código Electoral de Texas autoriza al órgano rector a declarar elegido para el cargo a cada candidato sin oposición ya cancelar la elección.

AHORA, POR LO TANTO, EL CONCEJO DE LA CUIDAD DE LA CUIDAD DE PROSPER, TEXAS, ORDENA QUE:

SECCIÓN 1

Por la presente se cancela la Elección General con el propósito de elegir al Concejal Lugar 2 y el Concejal Lugar 6 convocada anteriormente para el 4 de mayo de 2024.

SECCIÓN 2

Los siguientes candidatos, que no tienen oposición para las Elecciones Generales del 4 de mayo de 2024, son declarados elegidos para el cargo y se les emitirá un certificado de elección:

Miembro del Consejo Lugar 2	Craig Andres
Miembro del Consejo Lugar 6	Cameron M. Reeves

SECCIÓN 3

De conformidad con la Sección 2.053 del Código Electoral de Texas, el Secretario del Pueblo publicará una copia de esta ordenanza el Día de la Elección, en el lugar de votación utilizado o que se hubiera utilizado en la elección.

SECCIÓN 4

Si alguna palabra, oración, párrafo, subdivisión, cláusula, frase o sección de esta ordenanza o del código de Ordenanzas, según enmendado por la presente, se declara nula o inconstitucional, esto no afectará la validez de las partes restantes. de dicha ordenanza o el Código de Ordenanzas, según enmendado por la presente, que permanecerá en pleno vigor y efecto.

SECCIÓN 5

Esta ordenanza y la orden para una Elección General entrarán en vigencia a partir de la aprobación de esta ordenanza.

DEBIDAMENTE APROBADO Y APROBADO POR EL CONCEJO DE LA CUIDAD DE LOS CONDADOS DE PROSPER, COLLIN Y DENTON, TEXAS, EL DÍA 27 DE FEBRERO DE 2024.

APROBADO:

David F. Bristol, Alcalde

DOY FE:

Michelle Lewis Sirianni, Secretaria de la Ciudad

APROBADO EN FORMA Y LEGALIDAD:

Terrence S. Welch, Abogado de la Ciudad

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)**

***CERTIFICACIÓN DE CANDIDATOS NO PROPUESTOS PARA
OTRAS SUBDIVISIONES POLÍTICAS (NO DEL CONDADO)***

To: Mayor Bristol

Para: Alcalde Bristol

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for the election to office for the General Election scheduled to be held on Saturday, May 4, 2024.

Como autoridad responsable de tener preparada la boleta oficial, certifico que los siguientes candidatos no tienen oposición para la elección al cargo para la elección general programada para el sábado 4 de mayo de 2024.

Office(s) Cargo(s)

Candidate(s) Candidato(s)

Town Council, Place 2

Craig Andres

Town Council, Place 6

Cameron M. Reeves

Michelle Lewis Sirianni

Signature (*Firma*)

Michelle Lewis Sirianni

Printed name (*Nombre en letra de molde*)

Town Secretary

Title (*Puesto*)

February 21, 2024

Date (*Fecha*)



(Seal) (*sello*)



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: January 2024 Monthly Financial Report

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider acceptance of the January 2024 Monthly Financial Report.

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 January 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:

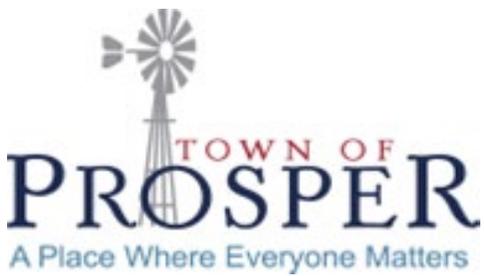
1. Monthly Financial Report – January 31, 2024

Town Staff Recommendation:

Town staff recommends Town Council vote to accept submission of the Monthly Financial Report for the period January 2024 in compliance with the requirements of the Town Charter.

Proposed Motion:

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



MONTHLY FINANCIAL REPORT as of January 31, 2024 Cash/Budgetary Basis

Prepared by
Finance Department

February 27, 2024

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

January 2024

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2023
Expected Year to Date Percent 33.33%

GENERAL FUND

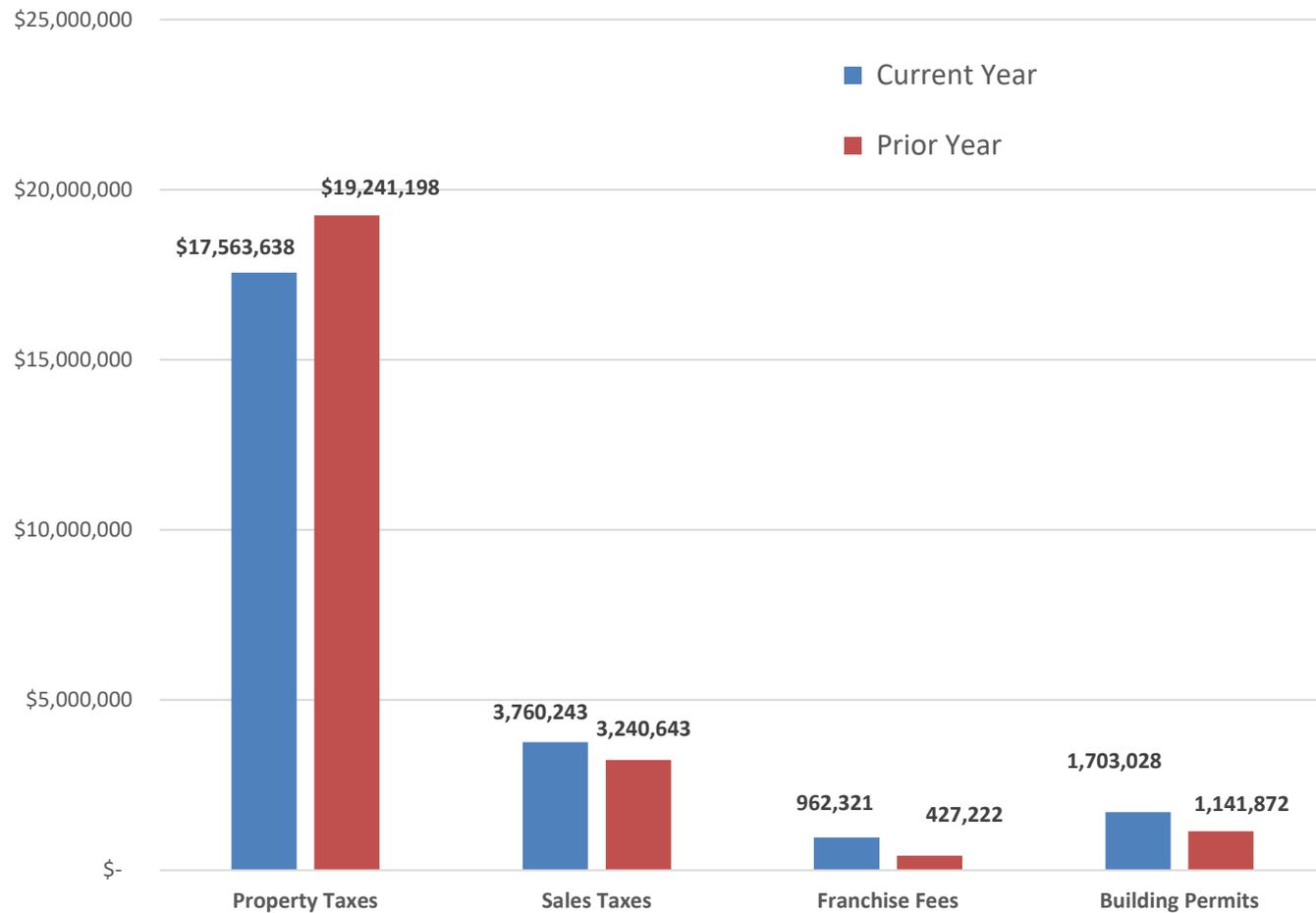
	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 21,146,121	\$ -	\$ 21,146,121	\$ 17,563,638	\$ -	\$ 3,582,483	83%	1	\$ 19,241,198	-9%
Sales Taxes	11,091,492	-	11,091,492	3,760,243	-	7,331,249	34%		3,240,643	16%
Franchise Fees	3,221,816	-	3,221,816	962,321	-	2,259,495	30%	2	427,222	125%
Building Permits	3,700,000	-	3,700,000	1,703,028	-	1,996,972	46%		1,141,872	49%
Other Licenses, Fees & Permits	2,180,050	-	2,180,050	669,489	-	1,510,561	31%		392,930	70%
Charges for Services	1,296,023	-	1,296,023	353,160	-	942,863	27%		316,887	11%
Fines & Warrants	300,500	-	300,500	144,081	-	156,419	48%		126,899	14%
Intergovernmental Revenue (Grants)	37,840	-	37,840	1,631	-	36,209	4%		121,318	-99%
Interest Income	750,000	-	750,000	262,506	-	487,494	35%		172,817	52%
Miscellaneous	63,751	-	63,751	46,951	-	16,800	74%		33,575	40%
Park Fees	814,100	-	814,100	120,119	-	693,981	15%		151,656	-21%
Transfers In	1,297,102	6,084	1,303,186	481,049	-	822,137	37%		411,778	17%
Total Revenues	\$ 45,898,795	\$ 6,084	\$ 45,904,879	\$ 26,068,216	\$ -	\$ 19,836,663	57%		\$ 25,778,794	1%
EXPENDITURES										
Administration	\$ 9,991,267	\$ 252,435	\$ 10,243,702	\$ 3,166,502	\$ 1,169,519	\$ 5,907,681	42%		\$ 2,318,193	37%
Police	9,595,898	416,623	10,012,521	2,545,711	666,535	6,800,274	32%		2,073,084	23%
Fire/EMS	10,562,840	(2,028)	10,560,812	3,571,735	285,702	6,703,375	37%		3,018,870	18%
Public Works	4,567,242	90,681	4,657,923	861,291	483,258	3,313,374	29%		1,140,089	-24%
Community Services	7,486,803	(82,846)	7,403,958	2,080,442	514,329	4,809,186	35%		1,648,157	26%
Development Services	4,139,855	(559)	4,139,296	994,835	75,912	3,068,549	26%		995,176	0%
Engineering	2,684,047	15,613	2,699,660	775,447	66,800	1,857,414	31%		712,093	9%
Transfers Out	-	140,000	140,000	140,000	-	-	100%		1,945,121	-93%
Total Expenses	\$ 49,027,952	\$ 829,920	\$ 49,857,872	\$ 14,135,963	\$ 3,262,055	\$ 32,459,854	35%		\$ 13,850,783	2%
REVENUE OVER (UNDER) EXPENDITURES	\$ (3,129,157)	\$ (823,836)	\$ (3,952,993)	\$ 11,932,253					\$ 11,928,010	
Beginning Fund Balance October 1			15,011,987	15,011,987						
Ending Fund Balance			<u>\$ 11,058,994</u>	<u>\$ 26,944,241</u>						

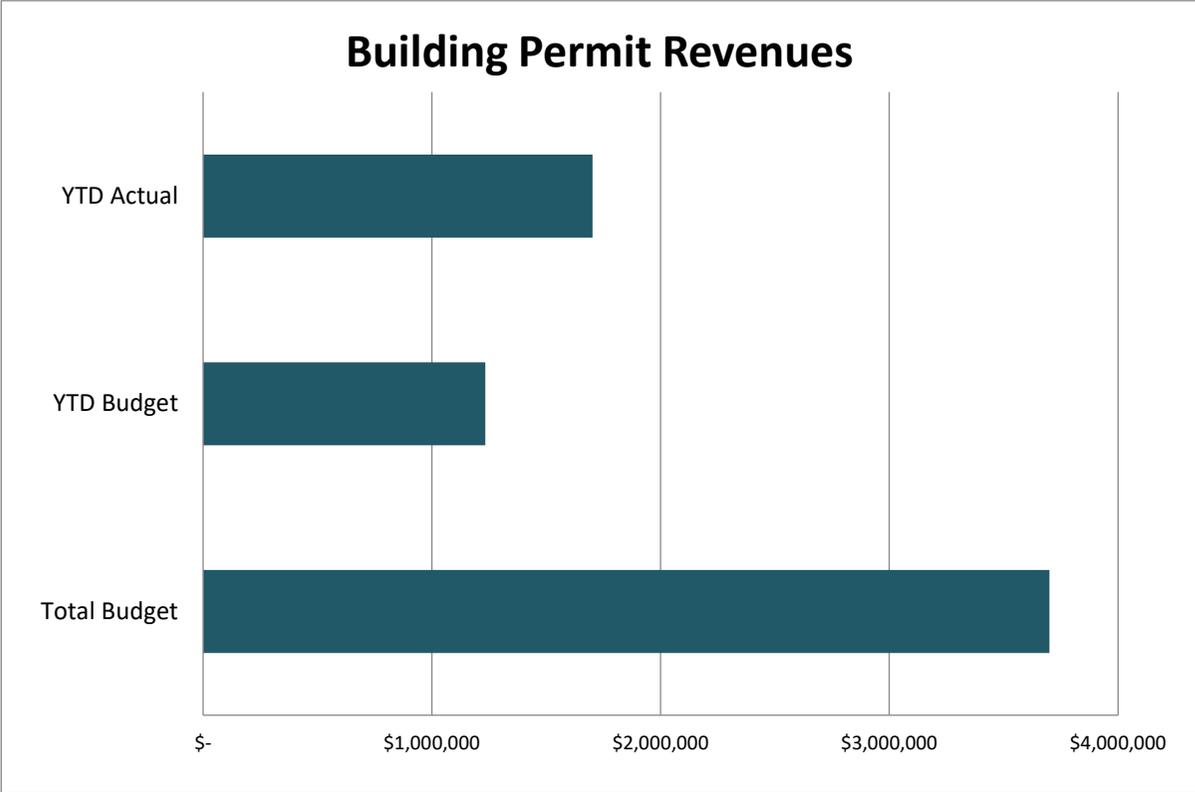
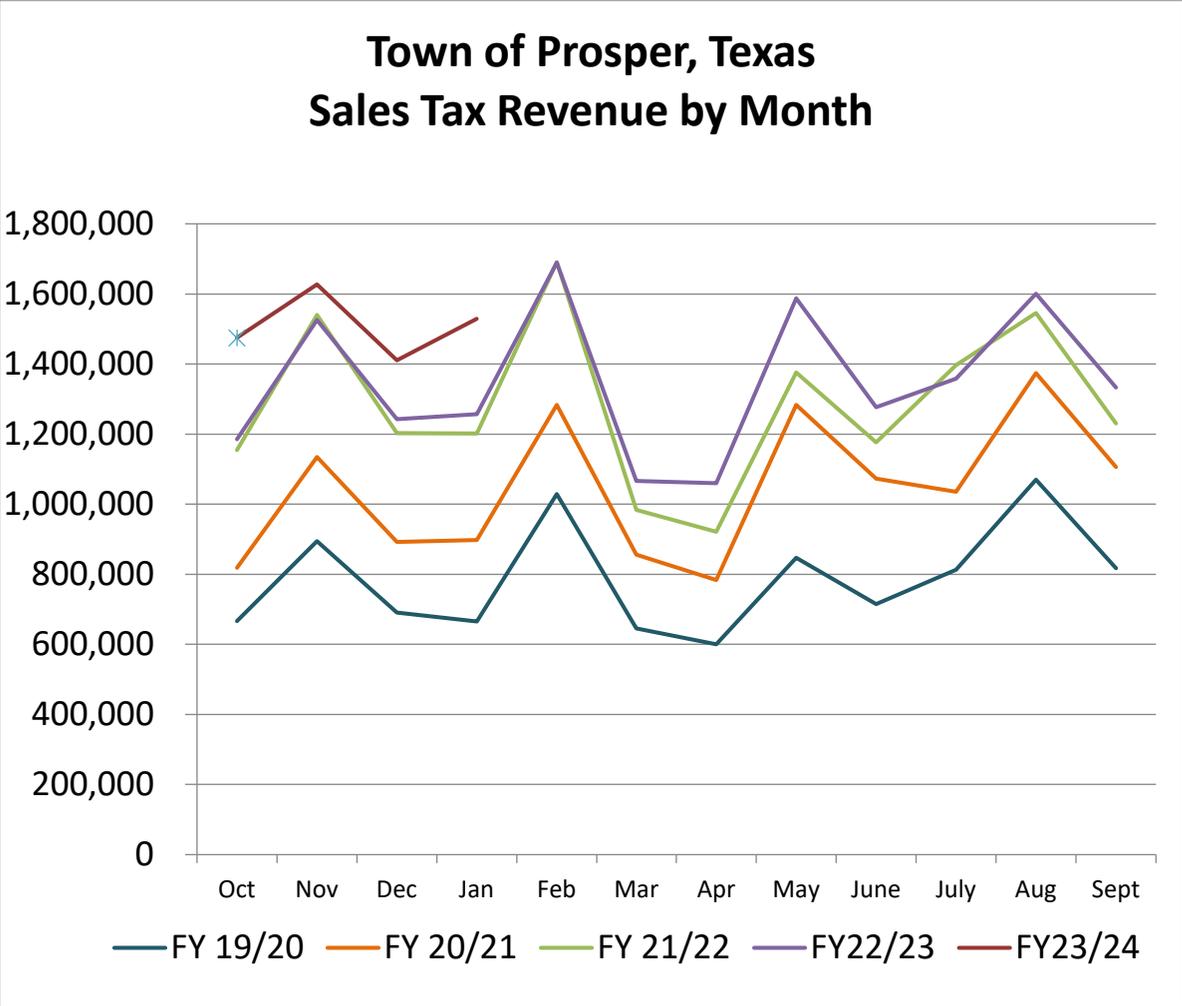
Notes

- 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 Fund Balance Contingency per Charter and Reserve for FY23 = \$9,586,518 (21%).

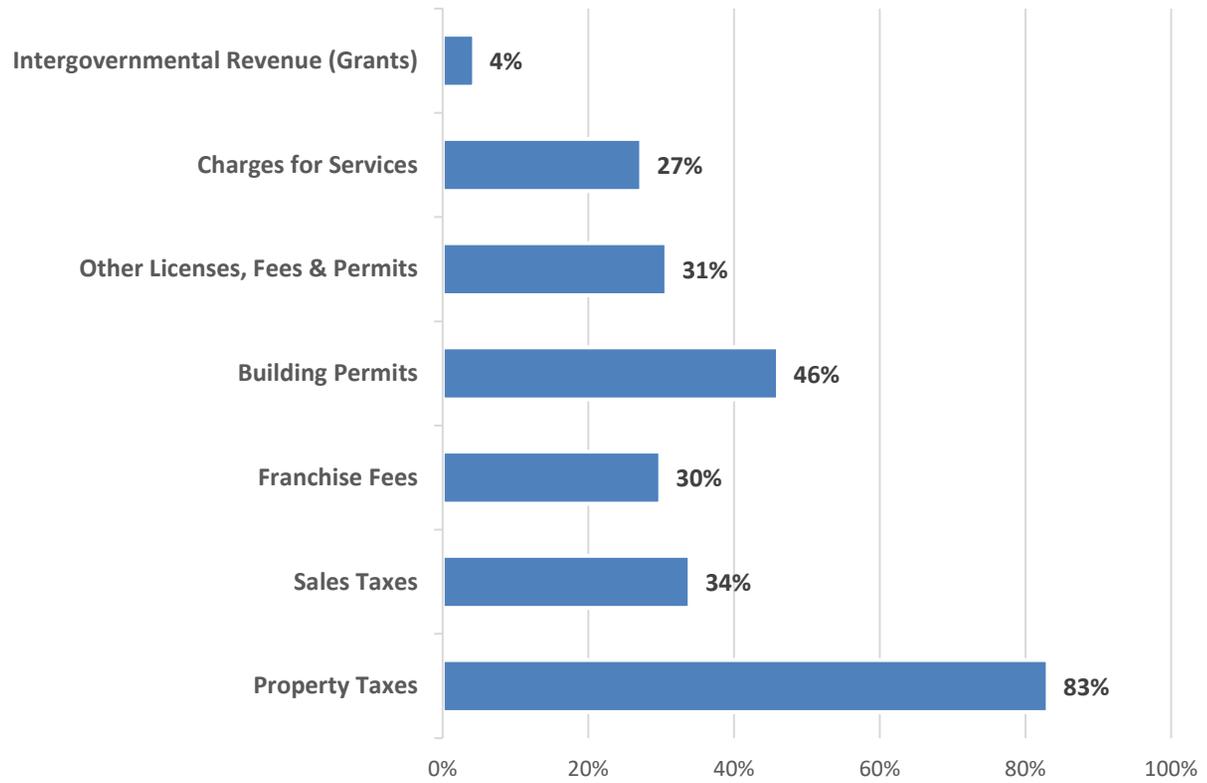
GENERAL FUND REVENUE

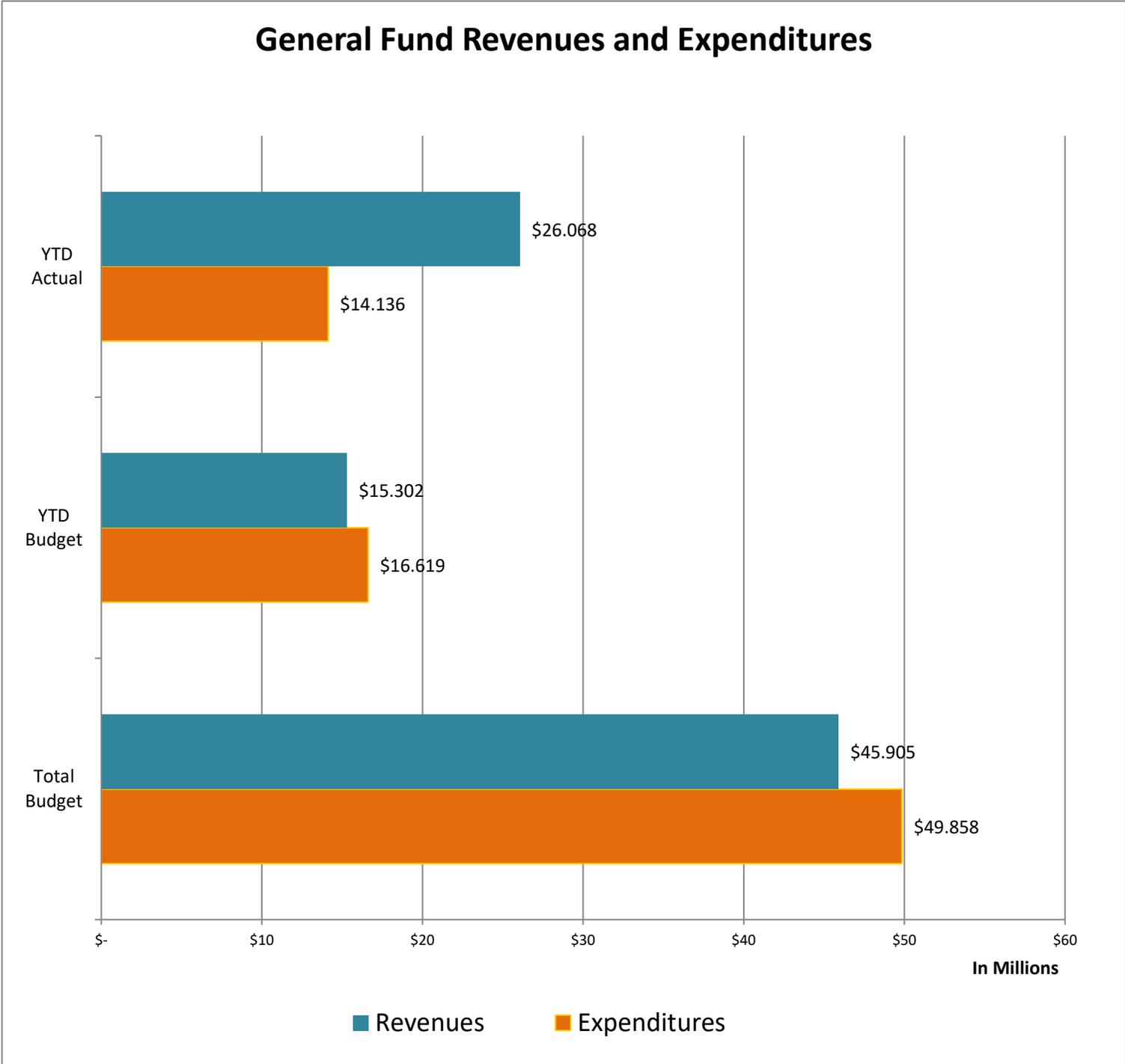
Current YTD to Prior Year YTD Actual Comparison





GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET





**TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2023
Expected Year to Date Percent 33.33%**

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	\$ 996,373	\$ -	\$ 2,064,433	33%		\$ 858,760	16%
Interest Income	1,200	-	1,200	-	-	1,200	0%		181	-100%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,062,006	\$ -	\$ 3,062,006	\$ 996,373	\$ -	\$ 2,065,633	33%		\$ 858,941	16%
EXPENDITURES										
Personnel	\$ 3,167,364	\$ -	\$ 3,167,364	\$ 1,151,673	\$ -	\$ 2,015,691	36%		\$ 927,215	24%
Other	1,200	-	1,200	7,350	-	(6,150)	612%		(9,299)	-179%
Total Expenditures	\$ 3,168,564	\$ -	\$ 3,168,564	\$ 1,159,023	\$ -	\$ 2,009,541	37%		\$ 917,916	26%
REVENUE OVER (UNDER) EXPENDITURES	\$ (106,558)	\$ -	\$ (106,558)	\$ (162,650)					\$ (58,975)	
Beginning Fund Balance October 1			210,707	210,707					302,439	
Ending Fund Balance Current Month			<u>\$ 104,149</u>	<u>\$ 48,057</u>					<u>\$ 243,464</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2023
Expected Year to Date Percent 33.33%

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	\$ 1,000,365	\$ -	\$ 2,060,441	33%		\$ 857,709	17%
Interest Income	600	-	600	1,554	-	(954)	259%		613	153%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,061,406	\$ -	\$ 3,061,406	\$ 1,001,919	\$ -	\$ 2,059,487	33%		\$ 858,322	17%
EXPENDITURES										
Personnel	\$ 3,026,823	\$ -	\$ 3,026,823	\$ 900,776	\$ -	\$ 2,126,047	30%		\$ 824,020	9%
Other	2,400	-	2,400	7,350	-	(4,950)	306%		(9,299)	-179%
Total Expenditures	\$ 3,029,223	\$ -	\$ 3,029,223	\$ 908,126	\$ -	\$ 2,121,097	30%		\$ 814,721	11%
REVENUE OVER (UNDER) EXPENDITURES	\$ 32,183	\$ -	\$ 32,183	\$ 93,793					\$ 43,601	
Beginning Fund Balance October 1			495,556	495,556					203,982	
Ending Fund Balance Current Month			<u>\$ 527,739</u>	<u>\$ 589,350</u>					<u>\$ 247,583</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2023
Expected Year to Date Percent 33.33%

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	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Wastewater Impact Fees	750,000	-	750,000	149,566	600,434	20%		40,191	272%
East Thoroughfare Impact Fees	-	-	-	-	-	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	314,282	1,057,927	23%		307,274	2%
Sales Taxes - EDC	1,149,225	-	1,149,225	263,211	886,014	23%		257,342	2%
Interest Income	6,000	-	6,000	18,045	(12,045)	301%		10,808	67%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 4,622,209	\$ -	\$ 4,622,209	\$ 745,105	\$ 3,877,104	16%		\$ 615,615	21%
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			\$ -	\$ 745,105				\$ 615,615	
Beginning Fund Balance October 1			989,032	989,032				301,260	
Ending Fund Balance Current Month			<u>\$ 989,032</u>	<u>\$ 1,734,136</u>				<u>\$ 916,875</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2023
Expected Year to Date Percent 33.33%

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	406	794	34%		181	124%
Total Revenue	\$ 49,178	\$ -	\$ 49,178	\$ 406	\$ 48,772	1%		\$ 181	124%
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			\$ -	\$ 406				\$ 181	
Beginning Fund Balance October 1			25,501	25,501				25,189	
Ending Fund Balance Current Month			<u>\$ 25,501</u>	<u>\$ 25,907</u>				<u>\$ 25,370</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2023
Expected Year to Date Percent 33.33%

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	\$ 166,881	\$ -	\$ (91,881)	223%	1	\$ 61,448	172%
Property Taxes-Current	15,069,531	-	15,069,531	13,261,301	-	1,808,230	88%		10,429,204	27%
Taxes-Penalties	40,000	-	40,000	4,025	-	35,975	10%		5,003	-20%
Interest Income	20,000	-	20,000	102,204	-	(82,204)	511%		40,803	150%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 15,204,531	\$ -	\$ 15,204,531	\$ 13,534,410	\$ -	\$ 1,670,121	89%		\$ 10,536,458	28%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	2	\$ -	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	0%		-	0%
2015 CO Bond Payment	475,000	-	475,000	-	-	475,000	0%		-	0%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	90,000	-	90,000	-	-	90,000	0%		-	0%
2017 CO Debt Payment	450,000	-	450,000	-	-	450,000	0%		-	0%
2018 GO Debt Payment	150,000	-	150,000	-	-	150,000	0%		-	0%
2018 CO Debt Payment	500,000	-	500,000	-	-	500,000	0%		-	0%
2019 CO Debt Payment	340,022	-	340,022	-	-	340,022	0%		-	0%
2019 GO Debt Payment	165,000	-	165,000	-	-	165,000	0%		-	0%
2020 CO Debt Payment	265,000	-	265,000	-	-	265,000	0%		-	0%
2021 CO Debt Payment	260,000	-	260,000	-	-	260,000	0%		-	0%
2021 GO Debt Payment	1,290,000	-	1,290,000	-	-	1,290,000	0%		-	0%
2022 GO Debt Payment	2,289,052	(2,633,450)	(344,398)	-	-	(344,398)	0%		-	0%
2023 GO Debt Payment	-	2,055,000	2,055,000	-	-	2,055,000	0%		-	0%
2023 GO Refunding Debt Payment	-	175,000	175,000	-	-	175,000	0%		-	0%
Bond Interest Expense	6,772,662	1,383,880	8,156,542	-	-	8,156,542	0%		-	0%
Total Expenditures	\$ 14,952,436	\$ 795,430	\$ 15,747,866	\$ 1,000	\$ -	\$ 15,746,866	0%	\$ 500	100%	
REVENUE OVER (UNDER) EXPENDITURES	\$ 252,095	\$ (795,430)	\$ (543,335)	\$ 13,533,410				\$ 10,535,958		
Beginning Fund Balance October 1			1,330,265	1,330,265				2,619,367		
Ending Fund Balance Current Month			\$ 786,930	\$ 14,863,676				\$ 13,155,325		

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
January 31, 2023
Expected Year to Date Percent 33.33%

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	\$ 5,536	\$ -	\$ 9,964	36%		\$ 5,455	1%
Fire Donation Revenue	15,500	-	15,500	5,320	-	10,180	34%		5,145	3%
Child Safety Revenue	28,000	-	28,000	-	-	28,000	0%		-	0%
Court Security Revenue	8,000	-	8,000	4,358	-	3,642	54%		3,886	12%
Court Technology Revenue	7,500	-	7,500	3,604	-	3,896	48%		3,233	11%
Municipal Jury revenue	150	-	150	87	-	63	58%		77	13%
Interest Income	2,425	-	2,425	31,380	-	(28,955)	1294%		5,318	490%
Interest Income CARES/ARPA Funds	180,000	-	180,000	100,687	-	79,313	56%		44,190	128%
Tree Mitigation	-	-	-	43,265	-	(43,265)	0%		244,038	-82%
Escrow Income	-	-	-	-	-	-	0%		-	0%
Cash Seizure Forfeit	-	-	-	1,667	-	(1,667)	0%		-	0%
Miscellaneous	3,000	-	3,000	-	-	3,000	0%		-	0%
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	\$ 195,904	\$ -	\$ 6,166,538	3%		\$ 311,340	-37%
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	-	26,539	1%		-	0%
Fire Donation Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
Child Safety Expense	3,000	-	3,000	230	-	2,770	8%		2,253	-90%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
Police Seizure Expense	12,995	-	12,995	-	-	-	0%		-	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%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 6,439,038	\$ -	\$ 6,439,038	\$ 204,518	\$ -	\$ 6,221,525	3%		\$ 5,603	3550%
REVENUE OVER (UNDER) EXPENDITURES	\$ (76,596)	\$ -	\$ (76,596)	\$ (8,614)					\$ 305,737	
Beginning Fund Balance October 1			2,353,529	2,353,529					567,535	
Ending Fund Balance Current Month			<u>\$ 2,276,933</u>	<u>\$ 2,344,916</u>					<u>\$ 873,272</u>	

Notes

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 33.33%

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	7,390	-	(5,390)	369%		6,810	9%
Interest-Park Improvements	4,050	-	4,050	13,082	-	(9,032)	323%		8,781	49%
Park Dedication - Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 526,050	\$ -	\$ 526,050	\$ 537,674	\$ -	\$ (11,624)	102%		\$ 15,592	3348%
EXPENDITURES										
Pecan Grove Park	-	5,200	5,200	5,200	-	-	100%		-	0%
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%		-	0%
Total Expenses	\$ 1,713,800	\$ 1,155,200	\$ 2,869,000	\$ 1,319,000	\$ -	\$ 1,550,000	46%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,187,750)	\$ (1,155,200)	\$ (2,342,950)	\$ (781,326)					\$ 15,592	
Beginning Fund Balance October 1			2,316,978	2,316,978						
Ending Fund Balance Current Month			<u>\$ (25,972)</u>	<u>\$ 1,535,652</u>						

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EAST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
East Thoroughfare Impact Fees	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 281,059				
East Thoroughfare Other Revenue	-	-	-	-				
Interest-East Thoroughfare Impact Fees	100,000	-	100,000	42,877				
Total Revenues	<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 323,937</u>				
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	<u>\$ 425,000</u>	<u>\$ 425,000</u>	<u>\$ -</u>	<u>\$ 425,000</u>	<u>\$ 77,074</u>	<u>\$ -</u>	<u>\$ 347,927</u>	<u>\$ -</u>
Capital Expenditures								
Coit Road (First - Frontier)	1,289,900	50,000	364,726	414,726	438	361,102	53,187	925,776
Impact Fee Study	50,000	-	44,167	44,167	189	43,978	-	8,646
Total Projects	<u>\$ 1,339,900</u>	<u>\$ 50,000</u>	<u>\$ 408,893</u>	<u>\$ 458,893</u>	<u>\$ 627</u>	<u>\$ 405,080</u>	<u>\$ 53,187</u>	<u>\$ 934,422</u>
Transfer to Capital Project Fund	1,820,000	-	-	-	-	-	-	1,820,000
Total Transfers Out	<u>\$ 1,820,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 3,584,900</u>	<u>\$ 475,000</u>	<u>\$ 408,893</u>	<u>\$ 883,893</u>	<u>\$ 77,700</u>	<u>\$ 405,080</u>	<u>\$ 401,113</u>	<u>\$ 934,422</u>
REVENUE OVER (UNDER) EXPENDITURES				<u>\$ 416,107</u>	<u>\$ 246,236</u>			
Beginning Fund Balance October 1				2,551,734	2,551,734			
Ending Fund Balance Current Month				<u>\$ 2,967,841</u>	<u>\$ 2,797,970</u>			

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WEST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
West Thoroughfare Impact Fees	4,000,000	-	4,000,000	1,535,001				
West Thoroughfare Other Revenue	-	-	-	-				
Interest-West Thoroughfare Impact Fees	150,000	-	150,000	94,039				
Total Revenues	<u>\$ 4,150,000</u>	<u>\$ -</u>	<u>\$ 4,150,000</u>	<u>\$ 1,629,040</u>				
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
Total Developer Reimbursements	<u>\$ 2,625,160</u>	<u>\$ 2,625,160</u>	<u>\$ -</u>	<u>\$ 2,625,160</u>	<u>\$ 225,759</u>	<u>\$ -</u>	<u>\$ 2,399,401</u>	<u>\$ -</u>
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	<u>\$ 691,354</u>	<u>\$ 650,000</u>	<u>\$ 41,354</u>	<u>\$ 691,354</u>	<u>\$ 189</u>	<u>\$ 43,978</u>	<u>\$ 647,187</u>	<u>\$ -</u>
Transfer to Capital Project Fund	-	-	-	-	-	-	-	-
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 3,316,514</u>	<u>\$ 3,275,160</u>	<u>\$ 41,354</u>	<u>\$ 3,316,514</u>	<u>\$ 225,948</u>	<u>\$ 43,978</u>	<u>\$ 3,046,588</u>	<u>\$ -</u>
REVENUE OVER (UNDER) EXPENDITURES			<u>\$ 833,486</u>	<u>\$ 1,403,093</u>				
Beginning Fund Balance October 1			4,678,905	4,678,905				
Ending Fund Balance Current Month			<u>\$ 5,512,391</u>	<u>\$ 6,081,998</u>				

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WATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
Impact Fees Water	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 1,037,163				
Interest Income	200,000	-	200,000	126,981				
Total Revenues	<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 1,164,144</u>				
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	<u>\$ 2,180,644</u>	<u>\$ 2,180,644</u>	<u>\$ -</u>	<u>\$ 2,180,644</u>	<u>\$ -</u>	<u>\$ 2,180,644</u>	<u>\$ -</u>	<u>\$ 2,180,644</u>
Capital Expenditures								
12" Water Line - DNT	\$ 200,000	\$ 24,250	\$ 58,393	\$ 82,643	\$ 6,796	\$ 28,393	\$ 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	<u>\$ 4,900,000</u>	<u>\$ 3,224,250</u>	<u>\$ (2,983,367)</u>	<u>\$ 240,883</u>	<u>\$ 20,684</u>	<u>\$ 78,370</u>	<u>\$ 141,828</u>	<u>\$ 174,962</u>
Transfer to CIP Fund	-	-	3,100,000	3,100,000	-	-	3,100,000	-
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,100,000</u>	<u>\$ 3,100,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,100,000</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 7,080,644</u>	<u>\$ 5,404,894</u>	<u>\$ 116,633</u>	<u>\$ 5,521,527</u>	<u>\$ 20,684</u>	<u>\$ 78,370</u>	<u>\$ 5,422,472</u>	<u>\$ 174,962</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (2,071,527)	\$ 1,143,459			
Beginning Fund Balance October 1				7,133,053	7,133,053			
Ending Fund Balance Current Month				<u>\$ 5,061,527</u>	<u>\$ 8,276,513</u>			

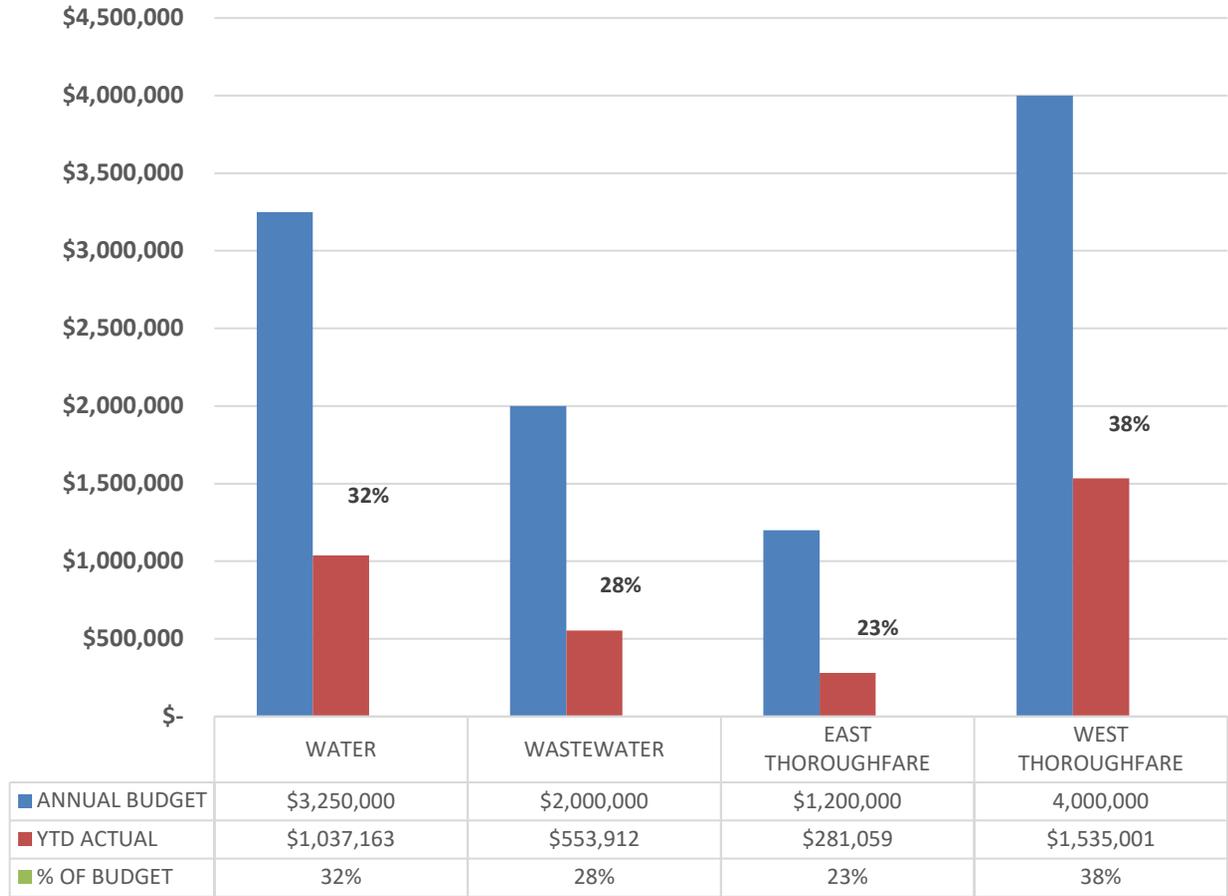
**TOWN OF PROSPER, TEXAS
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WASTEWATER IMPACT FEES FUND

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	\$ 553,912				
Interest Income	100,000	-	100,000	53,100				
Upper Trinity Equity Fee	300,000	-	300,000	84,500				
Total Revenues	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 691,512</u>				
EXPENDITURES								
Developer Reimbursements								
TVG Westside Utility Developer Reimb	\$ 222,502	\$ 222,502	\$ -	\$ 222,502	\$ -	\$ 222,502		\$ 222,502
Prosper Partners Utility Developer Reimb	100,000	100,000	-	100,000	-	100,000		100,000
Frontier Estates Developer Reimb	-	-	-	-	683	(683)		(683)
LaCima Developer Reimb	150,000	150,000	-	150,000	-	150,000		150,000
Brookhollow Developer Reimb	152,146	152,146	-	152,146	90,304	61,842		61,842
TVG Windsong Developer Reimb	650,000	650,000	-	650,000	-	650,000		650,000
All Storage Developer Reimb	168,732	168,732	-	168,732	-	168,732		168,732
Legacy Garden Developer Reimb	86,711	86,711	-	86,711	-	86,711		86,711
Total Developer Reimbursements	<u>\$ 1,530,091</u>	<u>\$ 1,530,091</u>	<u>\$ -</u>	<u>\$ 1,530,091</u>	<u>\$ 90,987</u>	<u>\$ -</u>	<u>\$ 1,439,104</u>	<u>\$ -</u>
Capital Expenditures								
Doe Branch Wastewater Lines	\$ 975,000	\$ 212,000	\$ 669,859	\$ 881,859	\$ 38	\$ 573,007	\$ 308,814	\$ 275,380
Impact Fee Study	100,000	-	74,186	74,186	13,888	60,297	-	41,761
Total Projects	<u>\$ 1,075,000</u>	<u>\$ 212,000</u>	<u>\$ 744,045</u>	<u>\$ 956,045</u>	<u>\$ 13,926</u>	<u>\$ 633,304</u>	<u>\$ 308,814</u>	<u>\$ 317,141</u>
Transfer to CIP Fund	-	-	-	-	-	-	-	-
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 2,605,091</u>	<u>\$ 1,742,091</u>	<u>\$ 744,045</u>	<u>\$ 2,486,136</u>	<u>\$ 104,913</u>	<u>\$ 633,304</u>	<u>\$ 1,747,918</u>	<u>\$ 317,141</u>
REVENUE OVER (UNDER) EXPENDITURES				<u>\$ (86,136)</u>	<u>\$ 586,599</u>			
Beginning Fund Balance October 1				2,643,495	2,643,495			
Ending Fund Balance Current Month				<u>\$ 2,557,359</u>	<u>\$ 3,230,095</u>			

IMPACT FEE REVENUE

YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS
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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		-	0%
Interest Income	250,000	-	250,000	83,964	-	166,036	34%		32,024	162%
Charges for Services	1,478,966	-	1,478,966	492,989	-	985,977	33%		461,752	7%
Total Revenue	\$ 1,878,966	\$ -	\$ 1,878,966	\$ 576,953	\$ -	\$ 1,302,013	31%		\$ 493,776	17%
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	33,074	8,954	103,172	29%		-	0%
Total Expenditures	\$ 1,121,570	\$ 489,525	\$ 1,611,095	\$ 257,869	\$ 660,297	\$ 692,929	57%		\$ 60,506	326%
REVENUE OVER (UNDER) EXPENDITURES	\$ 757,396	\$ (489,525)	\$ 267,871	\$ 319,083					\$ 433,270	
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>\$ 5,653,298</u>					<u>\$ 4,391,132</u>	

Notes

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 33.33%

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	\$ 1,571,616	\$ -	\$ 3,300,192	32%		\$ 1,287,714	22%
Miscellaneous	250,000	-	250,000	3,993	-	246,007	2%		417	858%
Interest Income	5,000	-	5,000	9,067	-	(4,067)	181%		5,103	78%
Total Revenue	\$ 5,126,808	\$ -	\$ 5,126,808	\$ 1,584,676	\$ -	\$ 3,542,132	31%		\$ 1,293,234	23%
EXPENDITURES										
Contractual Services	\$ 149,500	\$ -	\$ 149,500	\$ 24,074	\$ -	\$ 125,426	16%		\$ 67,292	-64%
Employee Health Insurance	4,969,439	-	4,969,439	1,592,903	-	3,376,536	32%		1,518,801	5%
Total Expenditures	\$ 5,118,939	\$ -	\$ 5,118,939	\$ 1,616,977	\$ -	\$ 3,501,962	32%		\$ 1,586,093	2%
REVENUE OVER (UNDER) EXPENDITURES	\$ 7,869	\$ -	\$ 7,869	\$ (32,300)					\$ (292,860)	
Beginning Fund Balance October 1			389,018	389,018					552,615	
Ending Fund Balance Current Month			<u>\$ 396,887</u>	<u>\$ 356,718</u>					<u>\$ 259,756</u>	

Notes

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 33.33%

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	\$ 6,021,059	\$ -	\$ 17,093,696	26%		\$ 5,652,780	7%
Sewer Charges for Services	11,892,552	-	11,892,552	3,606,553	-	8,285,999	30%		3,395,419	6%
Licenses, Fees & Permits	377,705	-	377,705	156,117	-	221,588	41%		134,795	16%
Utility Billing Penalties	186,900	-	186,900	96,756	-	90,144	52%		72,117	34%
Interest Income	350,000	-	350,000	206,511	-	143,489	59%		92,829	122%
Other	3,494,342	-	3,494,342	227,882	-	3,266,460	7%		212,148	7%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 39,416,254	\$ -	\$ 39,416,254	\$ 10,314,879	\$ -	\$ 29,101,376	26%		\$ 9,560,089	8%
EXPENDITURES										
Administration	\$ 1,138,944	\$ -	\$ 1,138,944	\$ 418,563	\$ 116,619	\$ 603,763	47%		\$ 525,792	-20%
Debt Service	4,609,584	-	4,609,584	-	-	4,609,584	0%	1	-	0%
Water Purchases	12,704,415	-	12,704,415	2,884,861	-	9,819,554	23%		3,537,937	-18%
Sewer Management Fee	4,560,895	-	4,560,895	1,599,463	-	2,961,432	35%		1,495,153	7%
Franchise Fee	689,851	-	689,851	229,950	-	459,901	33%		176,509	30%
Public Works	8,226,657	13,800	8,240,457	2,150,046	961,243	5,129,168	38%		1,912,058	12%
Transfer Out	9,255,356	4,056	9,259,412	469,569	-	8,789,843	5%		388,496	21%
Total Expenses	\$ 41,185,702	\$ 17,856	\$ 41,203,558	\$ 7,752,452	\$ 1,077,862	\$ 28,951,912	21%		\$ 8,035,946	-4%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,769,448)	\$ (17,856)	\$ (1,787,304)	\$ 2,562,426					\$ 1,524,143	
Beginning Working Capital October 1			17,832,990	17,832,990					12,669,408	
Ending Working Capital			<u>\$ 16,045,686</u>	<u>\$ 20,395,416</u>					<u>\$ 14,193,551</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%).

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Expected Year to Date Percent 25%

WATER-SEWER FUND

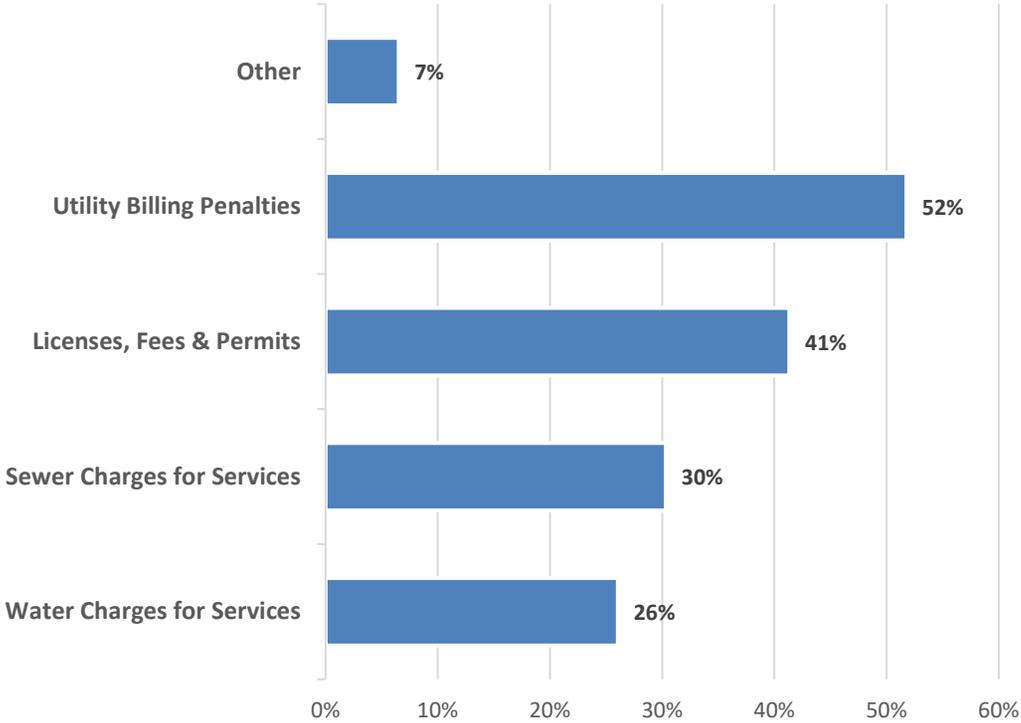
	Jan-24		Jan-23		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	12,975	12,272	12,046	11,319	8.05%
# of Accts Commercial	462	417	423	379	9.60%
Consumption-Residential	96,135,500	79,322,226	97,035,840	79,880,873	-0.82%
Consumption-Commercial	17,920,150	14,746,720	20,226,850	14,097,820	-4.83%
Consumption-Commercial Irrigation	8,627,130		5,861,770		47.18%
Avg Total Res Water Consumption	7,400		8,049		-8.06%
Billed (\$) Residential	\$ 705,226	\$ 735,624	\$ 694,457	\$ 711,282	2.50%
Billed (\$) Commercial	\$ 179,677	\$ 135,845	\$ 194,826	\$ 123,095	-0.75%
Billed (\$) Commercial Irrigation	\$ 79,305		\$ 53,736		47.58%
Total Billed (\$)	\$ 964,208	\$ 871,469	\$ 943,019	\$ 834,377	3.28%

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		5,914	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)	45,004	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				4.51	4.51	22.52
March				2.69	2.69	25.21
April				1.20	1.20	26.41
May				3.62	3.62	30.03
June				2.35	2.35	32.38
July				0.47	0.47	32.85
August				0.07	0.07	32.92
September				1.18	1.18	34.10
Annual		25.00	19.82	32.28	34.10	

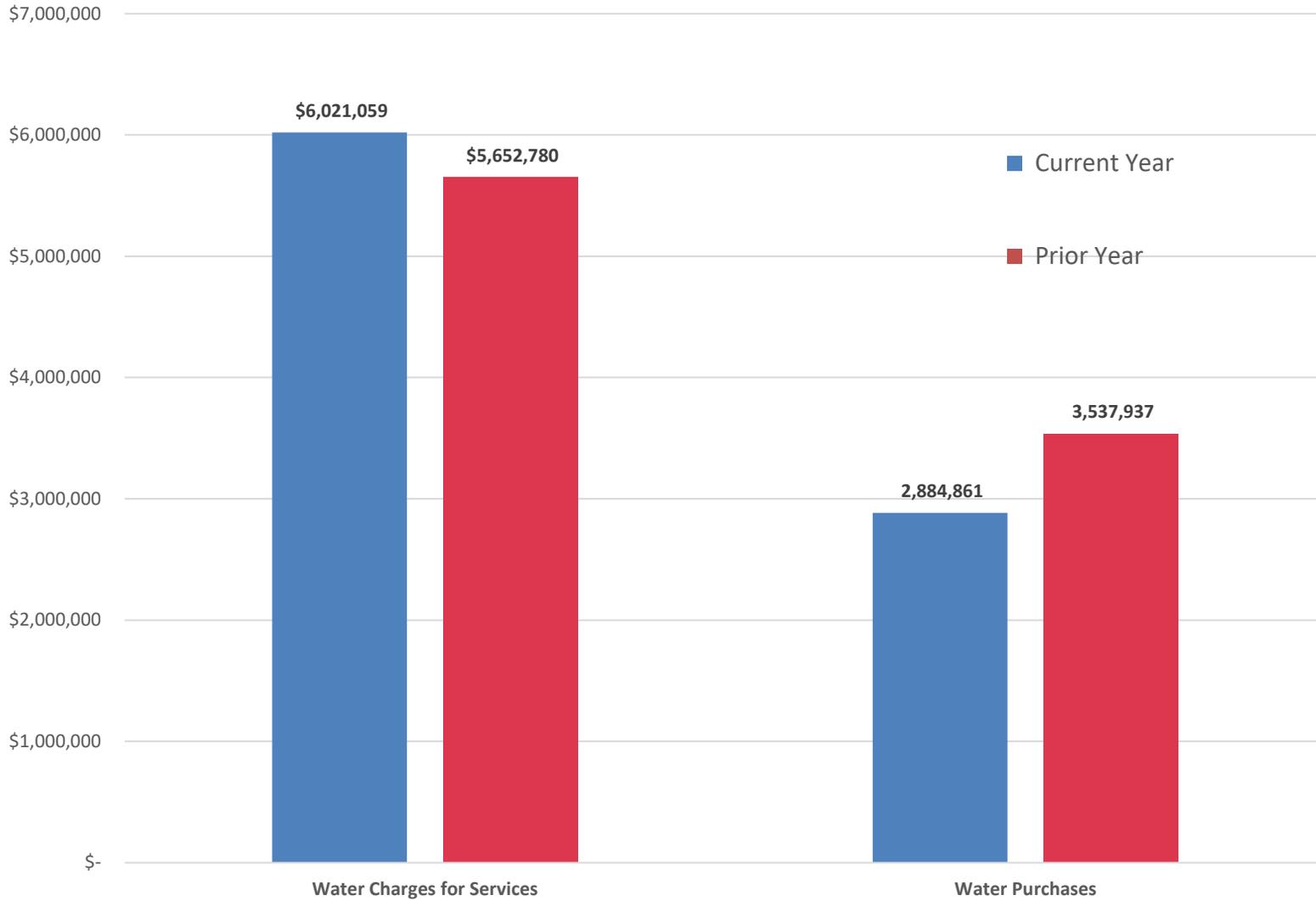
Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2023-10>

WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET



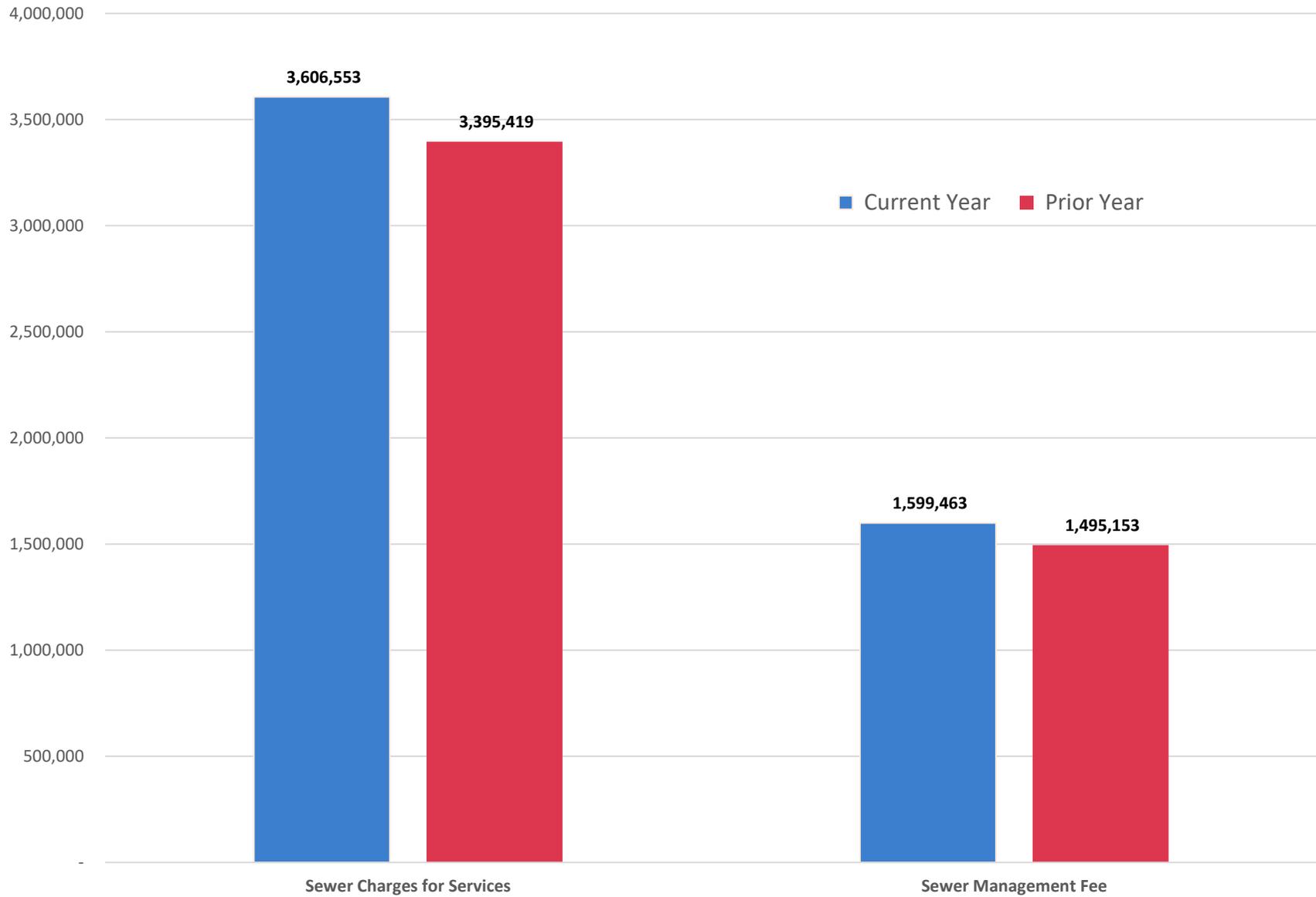
WATER REVENUE AND EXPENSE

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
January 31, 2023
Expected Year to Date Percent 33.33%

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	\$ 305,832	\$ -	\$ 519,168	37%		\$ 280,850	9%
Drainage Review Fee	-	-	-	3,150	-	(3,150)	0%		-	0%
Interest Income	1,800	-	1,800	4,213	-	(2,413)	234%		(765)	-650%
Other Revenue	3,000	-	3,000	-	-	3,000	0%		2,096	-100%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 829,800	\$ -	\$ 829,800	\$ 313,195	\$ -	\$ 516,605	38%		\$ 282,181	11%
EXPENDITURES										
Personnel Services	\$ 329,605	\$ -	\$ 329,605	\$ 70,370	\$ -	\$ 259,235	21%		\$ 52,832	33%
Debt Service	219,463	-	219,463	-	-	219,463	0%	2	-	0%
Operating Expenditures	153,221	(2,028)	151,193	11,270	238	139,685	8%		15,817	-29%
Capital Expenditures	225,000	-	225,000	-	-	225,000	0%		16,863	-100%
Transfers Out	107,996	2,028	110,024	37,798	-	72,226	34%	1	35,999	5%
Total Expenses	\$ 1,035,285	\$ -	\$ 1,035,285	\$ 119,439	\$ 238	\$ 915,608	12%		\$ 121,510	-2%
REVENUE OVER (UNDER) EXPENDITURES	\$ (205,485)	\$ -	\$ (205,485)	\$ 193,757					\$ 160,671	
Beginning Working Capital October 1			380,410	380,410					632,579	
Ending Working Capital Current Month			<u>\$ 174,925</u>	<u>\$ 574,167</u>					<u>\$ 793,250</u>	

Notes

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

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2023
Expected Year to Date Percent 33.33%

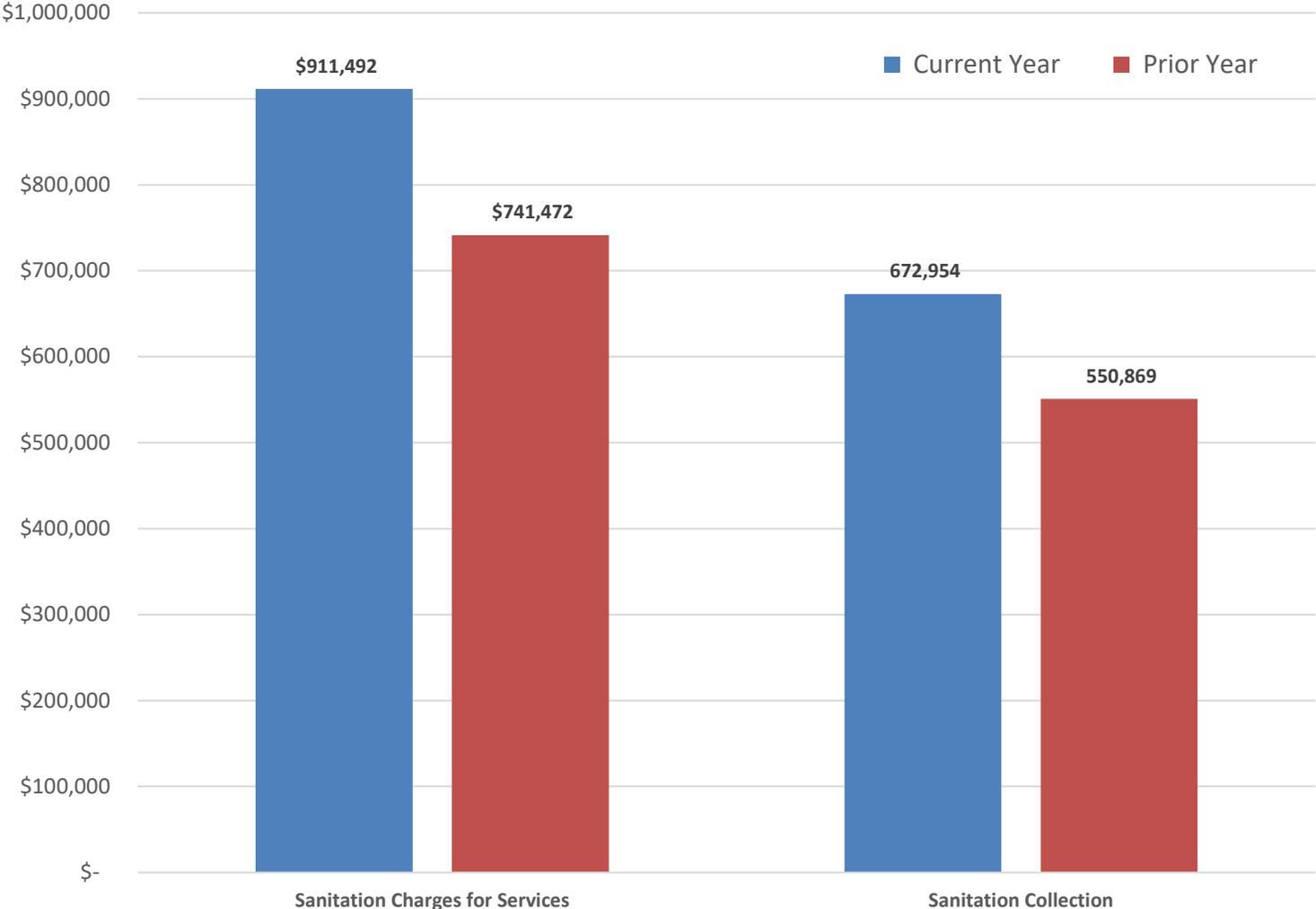
SOLID WASTE FUND

	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	\$ 911,492	\$ -	\$ 2,068,230	31%		\$ 741,472	23%
Interest Income	-	-	-	2,248	-	(2,248)	0%		479	370%
Transfer In	2,050,000	-	2,050,000	-	-	2,050,000	0%		-	0%
Total Revenues	\$ 5,029,722	\$ -	\$ 5,029,722	\$ 913,740	\$ -	\$ 4,115,982	18%		\$ 741,951	23%
EXPENDITURES										
Administration	\$ 2,325,554	\$ (1,955,000)	\$ 370,554	\$ 15,805	\$ -	\$ 354,749	4%		\$ 18,505	-15%
Sanitation Collection	2,668,887	-	2,668,887	672,954	-	1,995,933	25%		550,869	22%
Capital Expenditure	-	1,955,000	1,955,000	-	1,950,480	4,520	100%		-	0%
Debt Service	-	-	-	-	-	-	0%		-	0%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,994,441	\$ -	\$ 4,994,441	\$ 688,759	\$ 1,950,480	\$ 2,355,202	53%		\$ 569,374	21%
REVENUE OVER (UNDER) EXPENDITURES	\$ 35,281	\$ -	\$ 35,281	\$ 224,981					\$ 172,577	
Beginning Working Capital October 1			6,018	6,018						
Ending Working Capital			<u>\$ 41,299</u>	<u>\$ 230,999</u>						

Notes

SOLID WASTE REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 January 31, 2023

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	
REVENUES									
Grants	\$ 1,877,105	\$ -	\$ 1,877,105	\$ -					
Property Taxes-Delinquent	0	-	-	115,291					
Property Taxes-Current	8,502,003	-	8,502,003	7,630,982					
Taxes-Penalties	0	-	-	3,900					
Contributions/Interlocal Revenue	-	-	-	1,685,240					
Bond Proceeds	-	-	-	-					
Interest Income	-	-	-	1,387,328					
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	\$ 12,484,412					
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	6,209	6,486,360	801	6,492,990	
First St (DNT to Coleman)	24,786,567	-	22,644,181	22,644,181	30,281	22,308,755	2,142,264	22,308,878	
First Street (Elem-DNT) 4 Lanes	30,879,730	-	24,186,414	24,186,414	2,911,619	19,778,287	1,496,508	7,418,615	
Preston Road / First Street Dual Left Turns (Design & C	900,000	-	900,000	900,000	55,048	37,952	807,000	-	
First St (Coit-Custer) 4 Lanes	27,269,101	-	8,805,215	8,805,215	2,988,384	4,340,547	1,476,284	18,463,886	
Preston/Prosper Trail Turn Lane	900,000	-	749,462	749,462	4,060	341,405	403,997	150,538	
Craig Street (Preston-Fifth)	450,000	-	123,480	123,480	10,835	32,245	80,400	313,073	
First Street (Teel - Gee Road)	6,025,444	-	1,235,465	1,235,465	954,022	282,039	(595)	4,789,978	
Gee Road (First Street - Windsong)	5,414,933	-	2,398,122	2,398,122	5,847	2,361,914	30,361	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	3,538	267,809	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	
Gee Road (US 380--FM 1385)	2,200,000	-	2,038,300	2,038,300	97,648	1,395,652	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	3,500	19,300	-	-	
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design)	5,850,000	-	5,637,136	5,637,136	12,699	5,416,854	207,583	194,933	
Traffic Improvement Projects	1,000,000	-	977,200	977,200	-	-	977,200	-	
US380 Median Lighting	485,000	-	19,088	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	-	60,250	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	-	40,750	24,250	-	
Signl Sdy/Beacon Aca	128,300	-	128,300	128,300	-	128,300	-	-	
Crswalk Sign Markings Flashers	400,000	-	271,700	271,700	-	-	271,700	-	
Capital Expenditures	4,176,553	4,176,553	-	4,176,553	-	-	4,176,553	4,176,553	
Total Street Projects	\$ 155,247,352	\$ 4,176,553	\$ 97,229,130	\$ 101,405,683	\$ 7,388,936	\$ 44,643,117	\$ 49,373,630	\$ 54,100,247	\$ 49,115,052

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2023

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	409,768	131,477	4,441,009	-	
Pecan Grove Ph II	70,457	-	504	504	-	-	504	68,958	
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	-	-	108,240	11,760	
Raymond Community Park	19,800,000	-	18,994,158	18,994,158	393,544	8,697,298	9,903,316	808,342	
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	1,913,800	-	-	-	
Froniter 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	140,000	-	129,340	10,660	10,660	
Total Park Projects	\$ 35,835,841	\$ -	\$ 31,737,636	\$ 31,737,636	\$ 2,717,112	\$ 8,958,115	\$ 20,062,409	\$ 2,994,439	\$ 21,166,176
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	4,997
Station #3 Ambulance	495,000	-	40,109	40,109	-	2,277	37,832	454,891	37,832
Parks & Public Works, Phase 1	\$ 1,200,000	-	1,200,000	1,200,000	-	-	1,200,000	-	1,200,000
Awnings for Storage	19,800	-	300	300	-	300	-	11,100	8,400
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	521,434
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	(491)	-	174,930	1,099,946	174,930
Fire Station #4 - Design	623,555	-	201,220	201,220	-	201,220	-	472,987	(50,652)
Fire Station #4 - Engine	1,250,000	-	27,213	27,213	12,324	7,174	7,714	1,222,787	7,714
Fire Station #4 - Ambulance	552,000	-	427,568	427,568	1,863	378,693	47,012	124,407	47,038
Fire Station #4 - Other Costs	8,250	-	-	-	-	-	-	8,250	-
Fire Station #4 Construction	10,168,195	-	10,168,195	10,168,195	-	-	10,168,195	-	10,168,195
Parks and Public Works Parking Lot	1,000,000	-	1,000,000	1,000,000	-	-	1,000,000	-	1,000,000
Interim Community Center	2,250,000	-	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	-	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	\$ 27,618	\$ 923,264	\$ 16,136,753	\$ 21,067,553	\$ 16,390,347
Transfer Out	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 229,491,975	\$ 4,176,553	\$ 146,054,401	\$ 150,230,954	\$ 10,133,666	\$ 54,524,495	\$ 85,572,792	\$ 78,162,238	\$ 86,671,575
REVENUE OVER (UNDER) EXPENDITURES				\$ (139,711,846)	\$ 2,350,746				
Beginning Fund Balance (Restricted for Capital Projects) October 1				77,609,702	77,609,702				
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (62,102,144)	\$ 79,960,448				

*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
January 31, 2023**

CAPITAL PROJECTS FUND-WATER/SEWER

Project	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance	
REVENUES									
Interest Income	\$ -	\$ -	\$ -	\$ 560,793					
Bond Proceeds	-	-	-	-					
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	<u>\$ 6,348,980</u>	<u>\$ -</u>	<u>\$ 6,348,980</u>	<u>\$ 635,793</u>					
EXPENDITURES									
Lower Pressure Plane Pump Station Design	\$ 17,993,706	\$ -	7,329,745	7,329,745	2,642,192	4,709,953	(22,400)	\$ 10,661,282	\$ (19,722)
LPP Water Line Phase, 2A	11,452,762	-	12,937,299	12,937,299	411,018	-	12,526,281	-	11,041,744
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	-	-	61,348,980	-	55,000,000
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	98,329	37,628	1,991,195	837	2,009,857
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	18,157	123,132	2,995,711	239,561	3,019,150
Total Water & Wastewater Projects	<u>\$ 106,322,125</u>	<u>\$ 6,348,980</u>	<u>\$ 99,245,202</u>	<u>\$ 105,594,182</u>	<u>\$ 3,212,201</u>	<u>\$ 6,069,656</u>	<u>\$ 96,312,326</u>	<u>\$ 10,917,516</u>	<u>\$ 86,122,752</u>
Old Town Regional Pond #2	48,386	-	17,177	17,177	-	17,114	63	31,210	63
Total Drainage Projects	<u>\$ 48,386</u>	<u>\$ -</u>	<u>\$ 17,177</u>	<u>\$ 17,177</u>	<u>\$ -</u>	<u>\$ 17,114</u>	<u>\$ 63</u>	<u>\$ 31,210</u>	<u>\$ 63</u>
Transfer out	-	-	-	-	-	-	-	-	-
Total Expenses	<u>\$ 106,370,511</u>	<u>\$ 6,348,980</u>	<u>\$ 99,262,379</u>	<u>\$ 105,611,359</u>	<u>\$ 3,212,201</u>	<u>\$ 6,086,770</u>	<u>\$ 96,312,389</u>	<u>\$ 10,948,725</u>	<u>\$ 86,122,815</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (99,262,379)	\$ (2,576,408)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				40,601,835	40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (58,660,544)</u>	<u>\$ 38,025,427</u>				



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Quarterly Investment Report for December 31, 2023
Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Receive the Quarterly Investment Report for December 31, 2023.

Description of Agenda Item:

As required by the Public Funds Investment Act, staff is required to report activities of its cash and investment holdings on a quarterly basis. Information as required by the act includes investment results for the quarter, economic summary and investment strategy, investment holdings and book vs. market comparisons.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. Quarterly Investment Report – December 31, 2023

Town Staff Recommendation:

Town staff recommends the Town Council accept submission of the Quarterly Investment Report for December 31, 2023.

Proposed Motion:

I move to accept the Quarterly Investment Report for December 31, 2023.



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

December 31, 2023

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the Town of Prosper is in compliance with the Public Funds Investment Act and the Town of Prosper Investment Policy and Strategies.

Robert B. Scott

Bob Scott, Deputy Town Manager

Chris Landrum

Chris Landrum, Finance Director

Disclaimer: These reports were compiled using information provided by the Town of Prosper. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2023			December 31, 2023		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/NOW	4.48%	\$ 29,395,973	\$ 29,395,973	4.70%	\$ 30,248,616	\$ 30,248,616
MMF/Pools	5.23%	97,997,016	97,997,016	5.36%	105,427,768	105,427,768
Securities	3.04%	41,533,532	40,938,205	3.14%	40,012,265	39,597,216
Certificates of Deposit	5.67%	25,409,754	25,409,754	5.60%	25,764,800	25,764,800
Total	4.71%	\$ 194,336,276	\$ 193,740,948	4.85%	\$ 201,453,449	\$ 201,038,400

Average Yield - Current Quarter (1)

Total Portfolio	4.85%
Rolling Three Month Treasury	5.53%
Rolling Six Month Treasury	5.49%
TexPool	5.37%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	4.85%
Rolling Three Month Treasury	5.53%
Rolling Six Month Treasury	5.49%
TexPool	5.37%

Interest Earnings (Approximate)

Quarter	\$ 2,345,086
Fiscal Year-to-date	\$ 2,345,086

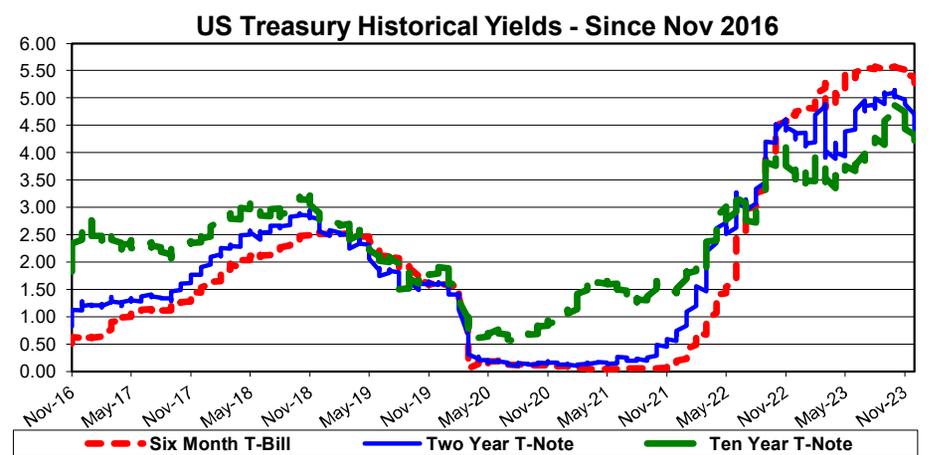
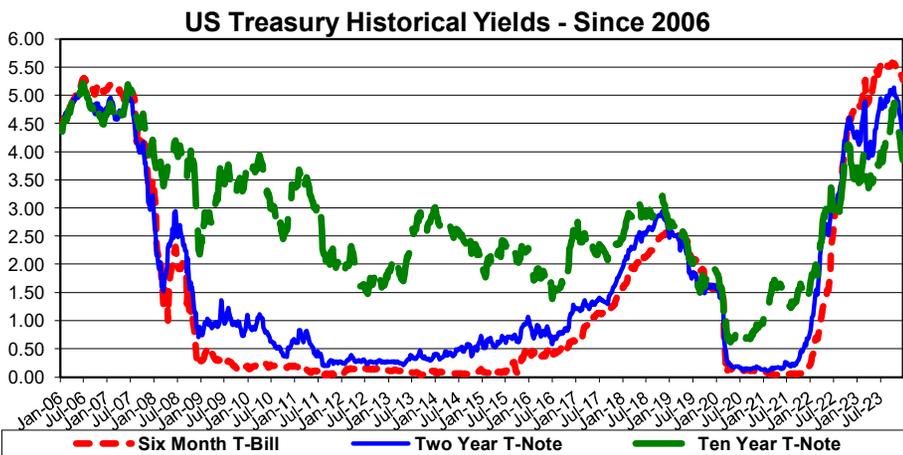
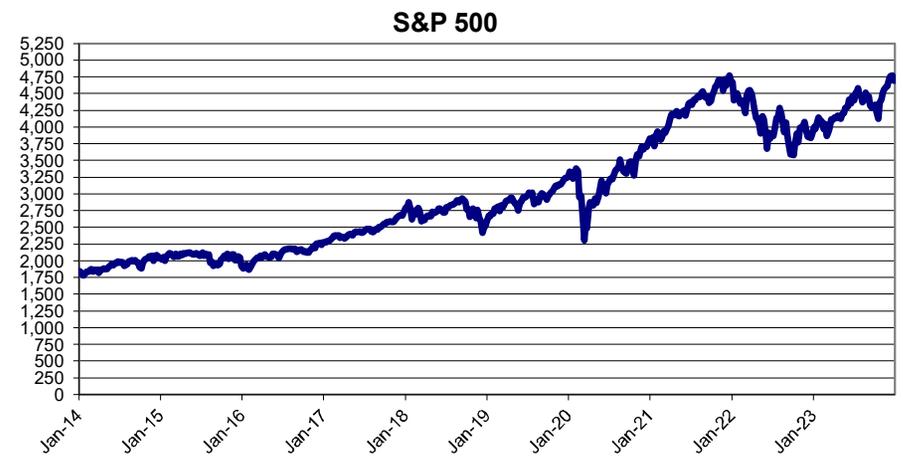
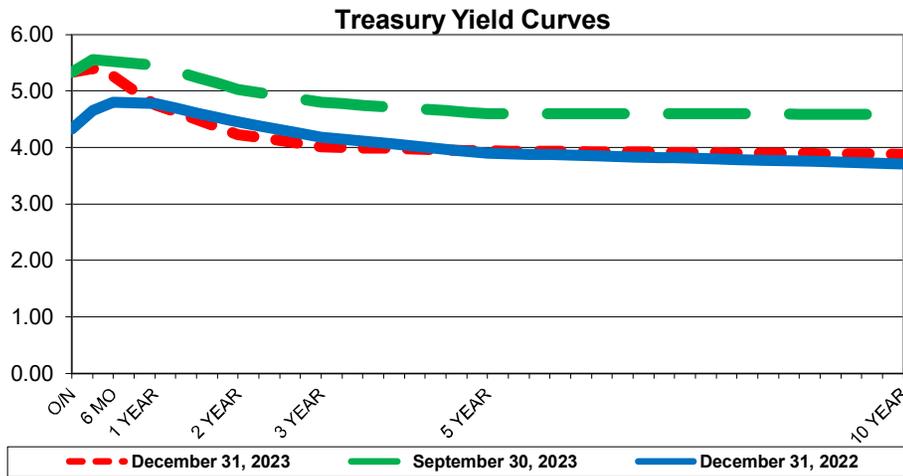
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

12/31/2023

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). Any additional actions, up or down, will be data-dependent. Final Third Quarter 2023 GDP revised downward to 4.9%, but still robust growth. December Non-Farm Payroll posted 216k new jobs (above the estimated 170k). The Three Month Rolling Average declined to 165k. The S&P 500 Stock Index reached a new peak trading over 4,770 (exceeding 4,766 in Dec 2021). The yield curve shifted lower anticipating future FOMC target reductions. Crude Oil stabilized at +/- \$73 per barrel. Inflation continued to decline but still remained above the FOMC 2% target (Core PCE +/-3.2% and Core CPI +/-4.0%). Reduced global economic outlooks and ongoing/expanding military conflicts increase uncertainty.



**Investment Holdings
December 31, 2023**

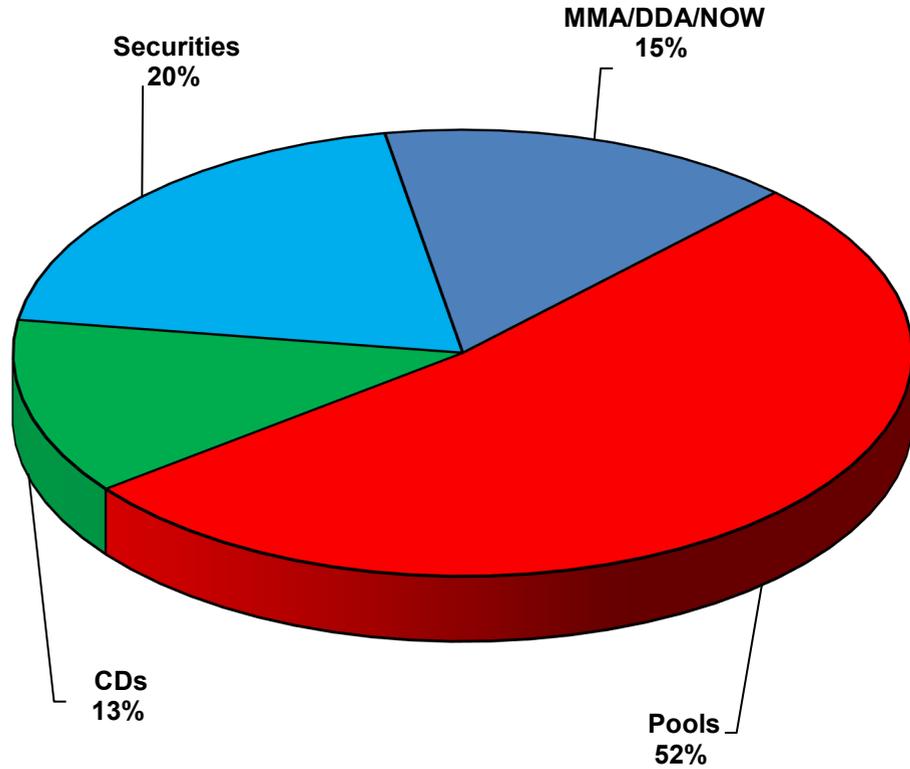
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Independent Financial DDA		2.78%	01/01/24	12/31/23	\$ 9,884,164	\$ 9,884,164	1.00	\$ 9,884,164	1	2.78%
Independent Financial DDA #2		5.64%	01/01/24	12/31/23	14,128	14,128	1.00	14,128	1	5.64%
Independent Financial DDA #3		5.64%	01/01/24	12/31/23	14,968,174	14,968,174	1.00	14,968,174	1	5.64%
NexBank MMA		5.60%	01/01/24	12/31/23	5,381,759	5,381,759	1.00	5,381,759	1	5.60%
PlainsCapital Bank MMA		0.00%	01/01/24	12/31/23	392	392	1.00	392	1	0.00%
TexSTAR	AAAm	5.34%	01/01/24	12/31/23	31,424,220	31,424,220	1.00	31,424,220	1	5.34%
TexPool	AAAm	5.37%	01/01/24	12/31/23	74,003,547	74,003,547	1.00	74,003,547	1	5.37%
T-Note	Aaa/AA+	4.75%	02/29/24	02/09/22	5,000,000	5,008,295	99.27	4,963,653	60	1.35%
FHLB	Aaa/AA+	4.75%	03/08/24	12/21/22	10,000,000	9,999,217	99.81	9,981,447	68	4.79%
East West Bank CD		5.71%	03/14/24	09/14/23	5,085,983	5,085,983	100.00	5,085,983	74	5.88%
East West Bank CD		5.50%	03/14/24	12/14/23	5,086,598	5,086,598	100.00	5,086,598	74	5.65%
T-Note	Aaa/AA+	2.25%	04/30/24	03/16/22	10,000,000	10,012,304	98.73	9,873,422	121	1.87%
Independent Financial CD		5.39%	08/04/24	09/14/23	10,508,361	10,508,361	100.00	10,508,361	217	5.39%
T-Note	Aaa/AA+	1.25%	08/31/24	02/09/22	5,000,000	4,992,448	97.06	4,853,102	244	1.48%
East West Bank CD		5.57%	09/16/24	09/14/23	5,083,858	5,083,858	100.00	5,083,858	260	5.73%
FHLB	Aaa/AA+	4.48%	10/03/24	12/21/22	10,000,000	10,000,000	99.26	9,925,593	277	4.48%
Total Portfolio					\$ 201,441,184	\$ 201,453,449		\$ 201,038,400	53	4.85%

(1) (2)

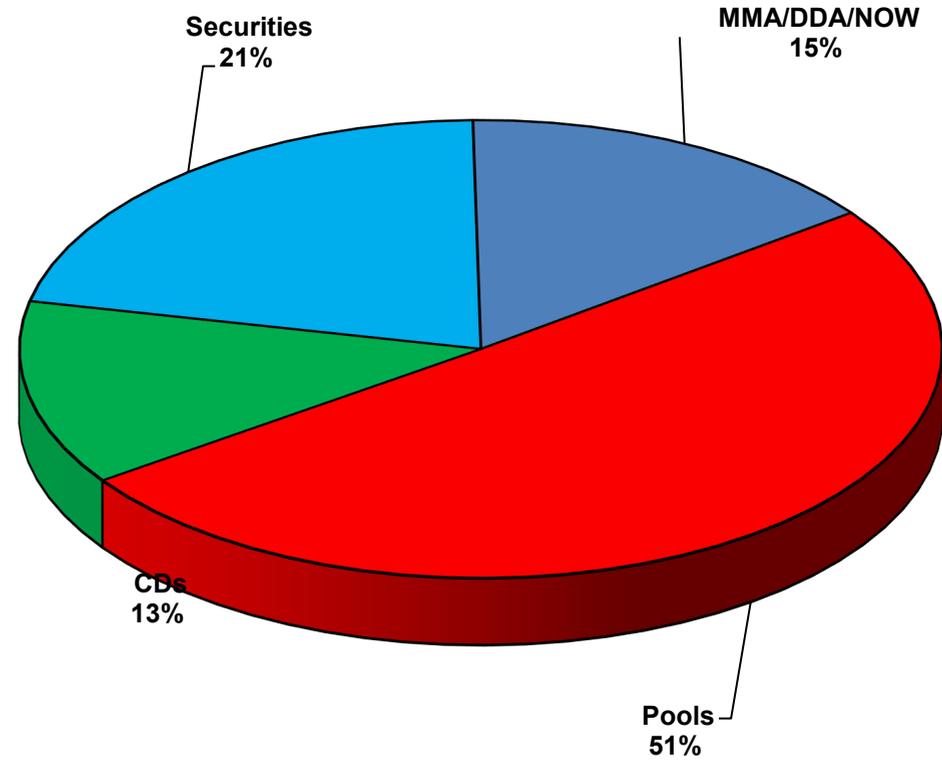
(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

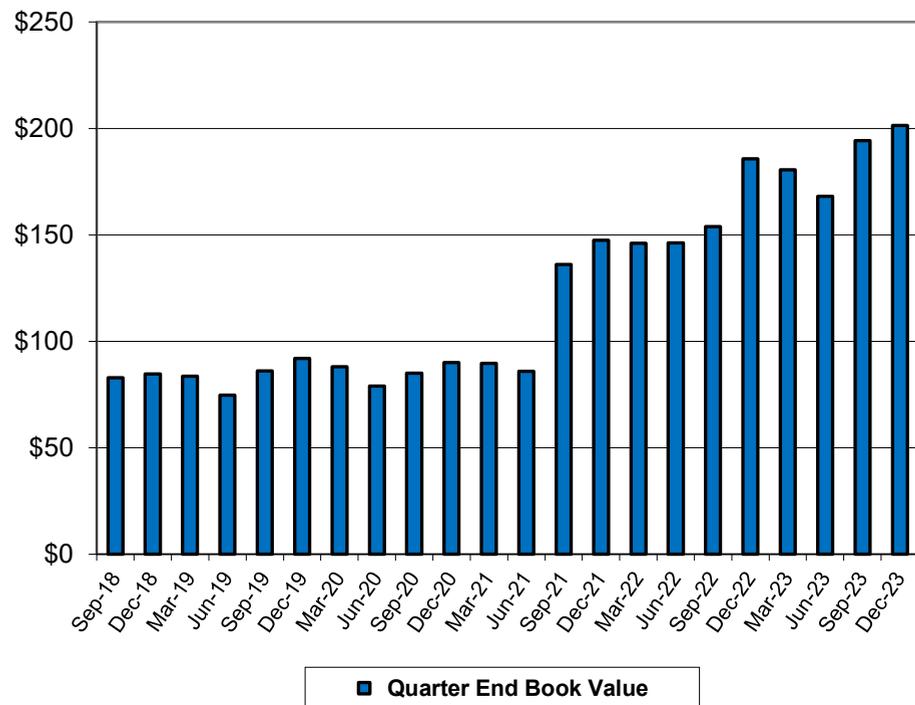
Composition - Current Quarter



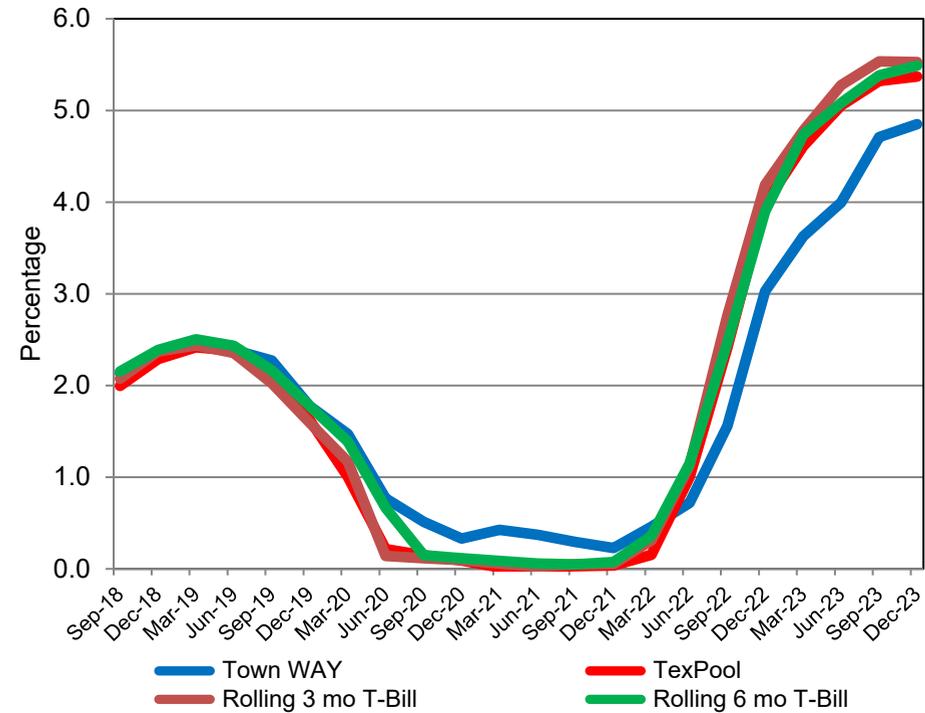
Composition - Prior Quarter



Total Portfolio (Millions)



Town Portfolio Performance



Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/23	Increases	Decreases	Book Value 12/31/23	Market Value 09/30/23	Change in Market Value	Market Value 12/31/23
Independent Financial DDA	2.78%	01/01/24	\$ 11,226,083	\$ -	\$ (1,341,919)	\$ 9,884,164	\$ 11,226,083	\$ (1,341,919)	\$ 9,884,164
Independent Financial DDA #2	5.64%	01/01/24	13,307	821	-	14,128	13,307	821	14,128
Independent Financial DDA #3	5.64%	01/01/24	12,600,169	2,368,005	-	14,968,174	12,600,169	2,368,005	14,968,174
NexBank MMA	5.60%	01/01/24	5,306,415	75,344	-	5,381,759	5,306,415	75,344	5,381,759
PlainsCapital Bank MMA	0.00%	01/01/24	250,000	-	(249,608)	392	250,000	(249,608)	392
PlainsCapital Bank ICS SWEEP MMF	0.00%	01/01/24	2,330,916	-	(2,330,916)	-	2,330,916	(2,330,916)	-
TexSTAR	5.34%	01/01/24	46,661,274	-	(15,237,054)	31,424,220	46,661,274	(15,237,054)	31,424,220
TexPool	5.37%	01/01/24	49,004,826	24,998,721	-	74,003,547	49,004,826	24,998,721	74,003,547
T-Note	0.43%	10/31/23	1,503,103	-	(1,503,103)	-	1,497,305	(1,497,305)	-
East West Bank CD	5.97%	12/14/23	5,013,524	-	(5,013,524)	-	5,013,524	(5,013,524)	-
T-Note	1.35%	02/29/24	5,021,015	-	(12,719)	5,008,295	4,940,235	23,418	4,963,653
FHLB	4.79%	03/08/24	9,998,155	1,063	-	9,999,217	9,967,100	14,347	9,981,447
East West Bank CD	5.88%	03/14/24	5,013,314	72,669	-	5,085,983	5,013,314	72,669	5,085,983
East West Bank CD	5.65%	03/14/24	-	5,086,598	-	5,086,598	-	5,086,598	5,086,598
T-Note	1.87%	04/30/24	10,021,659	-	(9,355)	10,012,304	9,819,531	53,891	9,873,422
Independent Financial CD	5.39%	08/04/24	10,369,929	138,432	-	10,508,361	10,369,929	138,432	10,508,361
T-Note	1.48%	08/31/24	4,989,601	2,847	-	4,992,448	4,814,063	39,039	4,853,102
East West Bank CD	5.73%	09/16/24	5,012,987	70,870	-	5,083,858	5,012,987	70,870	5,083,858
FHLB	4.48%	10/03/24	10,000,000	-	-	10,000,000	9,899,972	25,621	9,925,593
TOTAL / AVERAGE	4.85%		\$ 194,336,276	\$ 32,815,371	\$(25,698,198)	\$ 201,453,449	\$ 193,740,948	\$ 7,297,452	\$ 201,038,400

Allocation

December 31, 2023

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent Financial DDA	2.78%		\$ 9,884,164	\$ 9,884,164	
Independent Financial DDA #2	5.64%		14,128	14,128	
Independent Financial DDA #3	5.64%		14,968,174	14,968,174	
NexBank MMA	5.60%		5,381,759	5,381,759	
PlainsCapital Bank MMA	0.00%		392	392	
TexSTAR	5.34%		31,424,220	31,424,220	
TexPool	5.37%		74,003,547	63,423,535	\$ 10,580,012
T-Note	1.35%	02/29/24	5,008,295	5,008,295	
FHLB	4.79%	03/08/24	9,999,217	9,999,217	
East West Bank CD	5.88%	03/14/24	5,085,983	5,085,983	
East West Bank CD	5.65%	03/14/24	5,086,598	5,086,598	
T-Note	1.87%	04/30/24	10,012,304	10,012,304	
Independent Financial CD	5.39%	08/04/24	10,508,361	10,508,361	
T-Note	1.48%	08/31/24	4,992,448	4,992,448	
East West Bank CD	5.73%	09/16/24	5,083,858	5,083,858	
FHLB	4.48%	10/03/24	10,000,000	10,000,000	
Totals			\$ 201,453,449	\$ 190,873,437	\$ 10,580,012

Allocation

September 30, 2023

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent Financial DDA	2.78%		\$ 11,226,083	\$ 11,226,083	
Independent Financial DDA #2	5.64%		13,307	13,307	
Independent Financial DDA #3	5.64%		12,600,169	12,600,169	
NexBank MMA	5.55%		5,306,415	5,306,415	
PlainsCapital Bank MMA	0.00%		250,000	250,000	
PlainsCapital Bank ICS SWEEP MMF	1.85%		2,330,916	2,330,916	
TexSTAR	5.31%		46,661,274	46,661,274	
TexPool	5.32%		49,004,826	47,676,988	\$ 1,327,838
T-Note	0.43%	10/31/23	1,503,103	1,503,103	
East West Bank CD	5.80%	12/14/23	5,013,524	5,013,524	
T-Note	1.35%	02/29/24	5,021,015	5,021,015	
FHLB	4.79%	03/08/24	9,998,155	9,998,155	
East West Bank CD	5.71%	03/14/24	5,013,314	5,013,314	
T-Note	1.87%	04/30/24	10,021,659	10,021,659	
Independent Financial CD	5.39%	08/04/24	10,369,929	10,369,929	
T-Note	1.48%	08/31/24	4,989,601	4,989,601	
East West Bank CD	5.57%	09/16/24	5,012,987	5,012,987	
FHLB	4.48%	10/03/24	10,000,000	10,000,000	
Totals			\$ 194,336,276	\$ 193,008,438	\$ 1,327,838

Town of Prosper, Texas

December 31, 2023 Quarterly Investment Report Investment Strategy Addendum

As noted in the Economic Overview, the FOMC has tightened 525 basis points in the since early 2022 and as anticipated, tightened an additional 25 basis points on July 26, 2023 resulting in a Fed Funds target of 5.25%-5.50%. These increases reflect The Federal Reserve's efforts to slow the economy and reduce inflationary pressures.

In the low interest environment of 2021 and prior, Certificates of Deposit (CD) often provided a yield advantage over Treasury and Agency securities. This yield advantage is still selectively prevalent, but combined with the greater administrative requirements and lack of liquidity associated with CD's, the Town may continue shifting more available funds into fixed income securities. In addition, the Town's premier money market account with its Depository Bank pays the Fed Funds rate. The Town also maintains balances in two local government investment pools to ensure liquidity and for diversification purposes.



Finance

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Furniture Purchases for FY24

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving purchase orders for the purchase and installation of furniture from Workspace Interiors by Office Depot Business Solutions through the Omnia Partners Cooperative; and authorizing the Town Manager or his/her designee to execute documents related to said purchases. (CL)

Description of Agenda Item:

Current and anticipated spend for furniture and installation in FY24 have reached the dollar amount threshold for the vendor, ODP Business Solutions, that requires council approval.

To conform with State purchasing law and best practices we are requesting council approval of purchase orders to Workspace Interiors by Office Depot Business Solutions for the purchase and installation of furniture through the Omnia Partners Cooperative R191812. These purchases will be for new positions funded in the FY24 budget and for the finishing of interior spaces in Town Hall.

The estimated amount for purchases in FY24 is \$250,000.00.

Budget Impact:

Funding is available through the FY24 budget.

Legal Obligations and Review:

This item does not require legal review.

Attached Documents:

1. Omnia Partners R191812 Executive Summary
2. Letter-Renewal Award of Contract #R191812

Town Staff Recommendation:

Town Staff recommends approving purchase orders for the purchase and installation of furniture in FY24 from Workspace Interiors by Office Depot Business Solutions through the Omnia Partners Cooperative and authorizing the Town Manager or his/her designee to execute documents related to said purchases.

Proposed Motion:

I move to approve purchase orders to Workspace Interiors by Office Depot Business Solutions for the purchase and installation of furniture during FY24.



FURNITURE, INSTALLATION AND RELATED SERVICES
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 19-18

RFP Issued: November 7, 2019

Pre-Proposal Date: November 21, 2019

Response Due Date: December 11, 2020

Proposals Received: #44

Awarded to: Office Depot, Inc. – R191812

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 19-18 on November 7, 2019, to establish a national cooperative contract for Furniture, Installation and Related Services.

The solicitation included cooperative purchasing language in Sections I. Scope of Work:

NATIONAL CONTRACT

Region 4 Education Service Center, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On January 8, 2020 proposals were received from the following offerors:

- 9to5 Seating LLC
- Affordable Interior Systems, Inc. (AIS)
- Allsteel Inc.
- Alumni Classroom Furniture Inc.
- AmTab Manufacturing Corporation
- Artcobell Corporation
- Bush Industries, Inc.
- ELB US Inc.
- ASSA Group, Inc. dba Enwork
- EPIC Business Essentials
- Exemplis LLC
- GMi Companies
- Haskell Office, LLC
- The HON Company LLC
- Indiana Furniture Industries, Inc.
- Irwin Seating Company
- Jasper Group (Jasper Seating Company, Inc.)
- Kaplan Early Learning Company
- Krueger International, Inc.
- Kwalu LLC
- LIAT, LLC
- Maxon Furniture Inc.
- Metalworks, Inc. – Great Openings
- MeTEOR Education, LLC.
- National Business Furniture, LLC
- National Office Furniture, Inc.
- NPS Public Furniture Corp
- NorvaNivel USA LP
- Office Depot, Inc.
- OFS Brands Inc.
- Origin US LLC
- Paragon Furniture, Inc.
- PS Furniture Inc.
- Rapp Productions, Inc dba FurnitureLab
- RT London
- Safco Products Co.
- School Specialty, Inc.
- SICO America, Inc.
- Spec Furniture Inc
- Special-T, LLC
- Teknion LLC
- Trendway Corporation
- VS America, Inc.
- WB Manufacturing

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that eighteen (18) companies - Affordable Interior Systems, Inc. (AIS) Allsteel Inc., AM Tab Manufacturing Corporation, Exemplis LLC, The HON Company LLC, Irwin Seating Company, Jasper Group (Jasper Seating Company, Inc.), Kaplan Early Learning Company, Krueger International, Inc., Maxon Furniture Inc., Metalworks, Inc. – Great Openings, MeTEOR Education, LLC, National Office Furniture, Inc., NorvaNivel USA LP, Office Depot, Inc., OFS Brands Inc., Safco Products Co., School Specialty, Inc. Teknion LLC Trendway Corporation, VS America, Inc. - all demonstrated the ability to provide the services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of May 1, 2020.

Contract includes:

- Complete catalog furniture product lines
- Related Products, Support Services and Solutions include design, project management and architectural

Term:

Initial three-year agreement from May 1, 2020 through April 30, 2023 with the option to renew for two (2) additional one-year periods through April 30, 2025.

Pricing/Discount: A percentage discount off manufacturer catalog or list pricing.

OMNIA Partners, Public Sector Web Landing Pages: <https://public.omniapartners.com/suppliers/office-depot/contract-documentation#c35517>



October 27, 2023

Ms. Claudia Hughes
valya.broyer@officedepot.com
Sr. Vice President
ODP Business Solutions, LLC
6600 North Military Trail
Boca Raton, FL 33496-2434

Re: Renewal Award of Contract #R191812

Dear Ms. Hughes:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that ODP Business Solutions, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 11, 2019, and subsequent performance thereafter:

Contract

Furniture, Installation and Related Services

The contract will expire on April 30, 2025, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Christine Dorantes, at (615) 431-8182 or christine.dorantes@omniapartners.com.

The partnership between ODP Business Solutions, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

30EE158FEF1C4C8...
Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Sales Tax Consulting Services Award

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 5. Work Towards a Growing & Diversified Tax Base

Agenda Item:

Consider authorizing the Town Manager to enter into a three-year Professional Services Agreement with two one-year renewals for sales tax consulting with Texas City Services LLC for the Town, EDC and the Crime and Fire Special Purpose Districts.

Description of Agenda Item:

Sales tax levies in Texas are a maximum of 8^{1/4} cents consisting of 6 ¼ cent for the state and 2 cents for the local government. All sales tax is collected by the Texas Comptroller of Public Accounts with the local portion remitted to the appropriate local government less a 2% service charge. With the myriad of sales tax jurisdictions within the state, post offices serving more than one town and sales taxpayers determining where the taxes are owed, it is not unusual for the local portion to be allocated to the wrong jurisdiction. As a result, most municipalities employ one of several sales tax consultants to audit their payments received for completeness paying a contingency fee for identifying any additional sales tax revenue that the comptroller subsequently reallocates to the jurisdiction.

The Town issued a Request for Proposal to all known sales tax consultants in the state and received three proposals from Avenu, HDL and Texas City Services. All three proposed the same 25% contingent fee for documented sales tax recoveries plus an hourly rate for other services. The Town currently pays a 30% contingent fee. An evaluation team of four employees ranked the proposals for various factors including experience, fees, and approach and all four ranked Texas City Services the highest. As a result, only Texas City Services was brought in for interview.

With the growth of both the Town and its sales tax base it is now quite likely that the 25% contingent fee may generate a payment in excess of the \$25,000 threshold for council approval resulting in this agenda item.

Budget Impact:

Payments are made on a contingent basis only after the recovered sales tax has been documented and received. Budget authorization is treated as a contra account against sales tax for budgeting purposes.

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. Proposed Professional Services Agreement

Town Staff Recommendation:

Town staff recommends Town Council authorize the Town Manager to enter into an agreement with Texas City Services.

The proposal was presented to the Finance Subcommittee and have recommended it to the Town Council for consideration.

Proposed Motion:

I move to authorize the Town Manager to enter into a three-year Professional Services Agreement with two one-year renewals for sales tax consulting with Texas City Services LLC for the Town, EDC and the Crime and Fire Special Purpose Districts.

**TOWN OF PROSPER
CONTRACT FOR SERVICES
BID NO. 2024-13-A**

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

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

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

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

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

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

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

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

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

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

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a “foreign terrorist organization” as defined in § 2252.151 of the Texas Government Code.
24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller’s Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
26. **ENTIRE CONTRACT.** This instrument together with Exhibit A and B attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follows, unless and until the Contractor is otherwise notified:

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

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

TexasCityServices LLC
 Attn: Kyle Kasner, Member
 PO Box 110998
 Carrollton, TX 75011

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

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

AGREED TO BY:

TexasCityServices LLC

TOWN OF PROSPER, TEXAS



Kyle Kasner
Managing Member

By: _____
Mario Canizares
Town Manager

Date: _____

Exhibit A

Scope of Services

TexasCityServices LLC (Firm) will provide to the Town of Prosper (“Town”):

1. Identify businesses operating in the Town without proper licensing or without remitting appropriate taxes to the Town in accordance with Texas tax law.
2. Ensure proper reporting and recovering of past and future tax remittances of businesses identified by the Proposer as noncompliant by:
 - a. Assisting businesses in the preparation and filing of amended returns and in making payments for all tax periods in accordance with applicable tax laws, regulations, and associated interpretation for all open periods.
 - b. Assisting businesses in correcting registration information for taxes reported incorrectly to another jurisdiction.
 - c. Providing documentation to the Comptroller’s office to request reallocation of remittances and the transfer of funds to the Town that were reported in error to another jurisdiction.
3. Assist the Town, if needed, to recover past and future tax remittances of non-compliant business identified by the Town during its internal reviews.
4. Provide quarterly status reporting to the Town on the sales/use tax compliance review initiatives progress.
5. Provide consultation in sales/use tax matters as needed including a) legislative and regulatory policy tracking and analysis and b) analysis of potential/future businesses for sales tax potential in regard to the Town’s economic development initiatives.



POLICE DEPARTMENT

To: Mayor and Town Council

From: Doug Kowalski, Chief of Police

Through: Mario Canizares, Town Manager

Re: 2023 Racial Profiling Report

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Receive the 2023 Annual Racial Profiling Report for the Prosper Police Department as required by state law.

Description of Agenda Item:

The Racial Profiling Report is a required annual report that must be submitted to the State of Texas through the Texas Commission on Law Enforcement (TCOLE) and the Police Department’s governing body as required by Texas State law – Texas Code of Criminal Procedures Section 2.132.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

- 1. 2023 TCOLE Racial Profiling Report

Town Staff Recommendation:

Staff recommends receiving the 2023 Annual Racial Profiling Report for the Prosper Police Department as required by state law.

Proposed Motion:

I move to receive and accept the 2023 Annual Racial Profiling Report as required by state law.

Racial Profiling Report | Full

Item 10.

Agency Name: PROSPER POLICE DEPARTMENT
Reporting Date: 01/22/2024
TCOLE Agency Number: 085220

Chief Administrator: DOUGLAS A. KOWALSKI

Agency Contact Information:
Phone: (972) 569-1040
Email: dkowalski@prospertx.gov

Mailing Address:
801 SAFETY WAY
PROSPER, TX 75078-9948

This Agency filed a full report

PROSPER POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the PROSPER POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PROSPER POLICE DEPARTMENT if the individual believes that a peace officer employed by the PROSPER POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the PROSPER POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the PROSPER POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PROSPER POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Item 10.

Executed by: DEVIN E. REAVES
CASE MANAGER/RECORDS COORDINATOR

Date: 01/22/2024

Total stops: 9396

Street address or approximate location of the stop

City street	5445
US highway	2919
County road	6
State highway	917
Private property or other	109

Was race or ethnicity known prior to stop?

Yes	289
No	9107

Race / Ethnicity

Alaska Native / American Indian	61
Asian / Pacific Islander	1048
Black	1934
White	4572
Hispanic / Latino	1781

Gender

Female	3264
Alaska Native / American Indian	15
Asian / Pacific Islander	327
Black	739
White	1788
Hispanic / Latino	395
Male	6132
Alaska Native / American Indian	46
Asian / Pacific Islander	721
Black	1195
White	2784
Hispanic / Latino	1386

Reason for stop?

Violation of law	988
Alaska Native / American Indian	6
Asian / Pacific Islander	83
Black	265
White	435

Hispanic / Latino	199
Preexisting knowledge	215
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	55
White	58
Hispanic / Latino	95
Moving traffic violation	6073
Alaska Native / American Indian	34
Asian / Pacific Islander	807
Black	1027
White	3218
Hispanic / Latino	987
Vehicle traffic violation	2120
Alaska Native / American Indian	21
Asian / Pacific Islander	151
Black	587
White	861
Hispanic / Latino	500
Was a search conducted?	
Yes	446
Alaska Native / American Indian	0
Asian / Pacific Islander	11
Black	181
White	139
Hispanic / Latino	115
No	8950
Alaska Native / American Indian	61
Asian / Pacific Islander	1037
Black	1753
White	4433
Hispanic / Latino	1666
Reason for Search?	
Consent	146
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	32
White	68

Item 10.

Hispanic / Latino	42
Contraband	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	5
Hispanic / Latino	4
Probable	229
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	127
White	48
Hispanic / Latino	51
Inventory	31
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	11
White	10
Hispanic / Latino	8
Incident to arrest	25
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	5
White	8
Hispanic / Latino	10
Was Contraband discovered?	
Yes	218
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	105
White	57
Hispanic / Latino	51
No	228
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	76
White	82
Hispanic / Latino	64

Did the finding result in arrest?
 (total should equal previous column)

Yes	0	No	0
Yes	1	No	4
Yes	22	No	83
Yes	17	No	40
Yes	18	No	33

5 of 9

Page 83

Description of contraband	
Drugs	169
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	88
White	42
Hispanic / Latino	35
Weapons	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	4
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Alcohol	16
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	5
Hispanic / Latino	4
Stolen property	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	3
Other	22
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	9
White	8
Hispanic / Latino	4
Result of the stop	
Verbal warning	2304

Alaska Native / American Indian	14
Asian / Pacific Islander	257
Black	478
White	1114
Hispanic / Latino	441
Written warning	4229
Alaska Native / American Indian	33
Asian / Pacific Islander	411
Black	920
White	2195
Hispanic / Latino	670
Citation	2704
Alaska Native / American Indian	13
Asian / Pacific Islander	374
Black	486
White	1202
Hispanic / Latino	629
Written warning and arrest	22
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	8
White	6
Hispanic / Latino	7
Citation and arrest	21
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	7
White	6
Hispanic / Latino	7
Arrest	116
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	35
White	49
Hispanic / Latino	27
Arrest based on	
Violation of Penal Code	111
Alaska Native / American Indian	1
Asian / Pacific Islander	4

Black	33
White	49
Hispanic / Latino	24
Violation of Traffic Law	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	1
Hispanic / Latino	2
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	42
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	14
White	11
Hispanic / Latino	15

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	1
Officer	0
Both	0
No	9395
Alaska Native / American Indian	61
Asian / Pacific Islander	1048
Black	1933
White	4572
Hispanic / Latino	1781

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

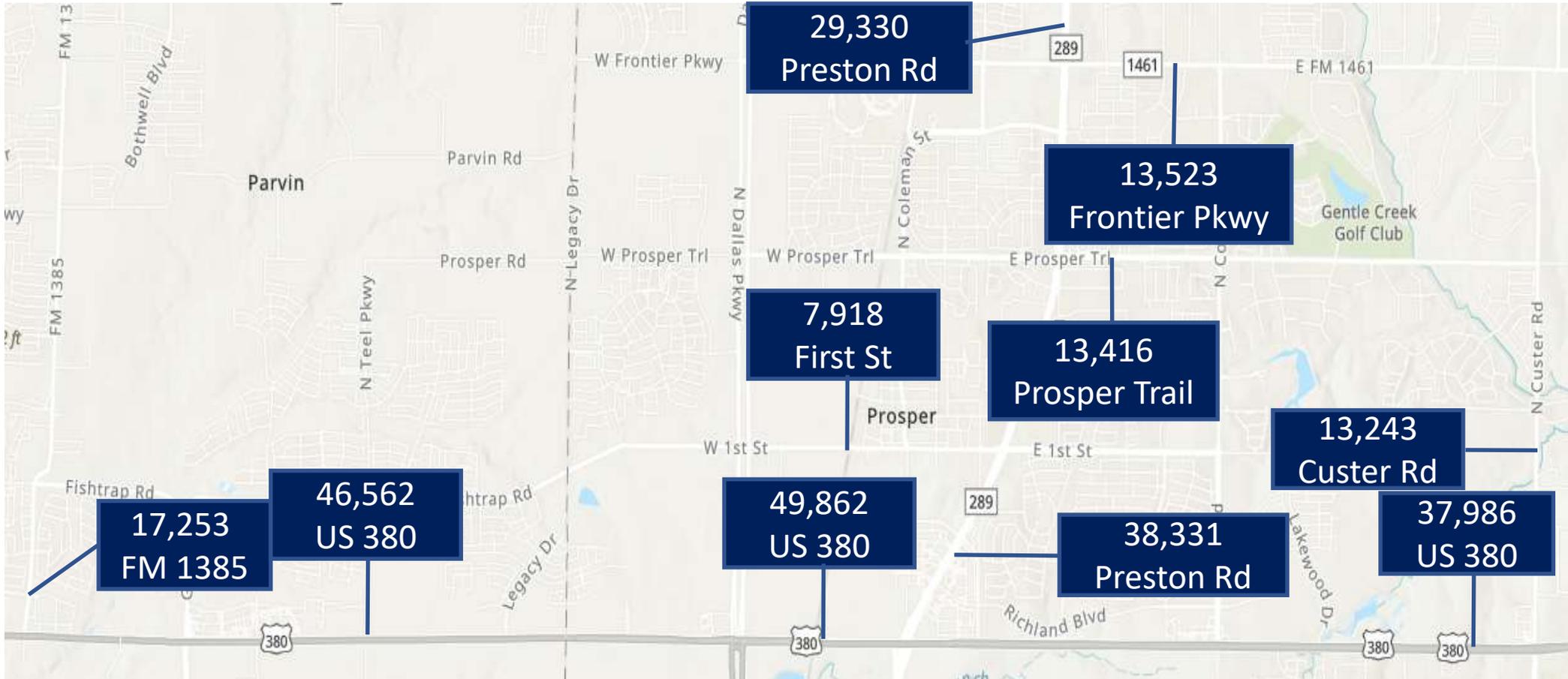
Police Department 2023 Racial Profiling Report

Chief Doug Kowalski

Presented February 27, 2024

267,424 Vehicles
per Day

- The uniformed and traffic divisions of the Prosper Police Department are presented with approximately 267,424 traffic stop opportunities or possible encounters on a daily basis per the published daily traffic count by TXDOT.
- This DOES NOT include traffic on North and South Dallas Parkway.
- The most recent data published on TXDOT's website is October 5, 2023.

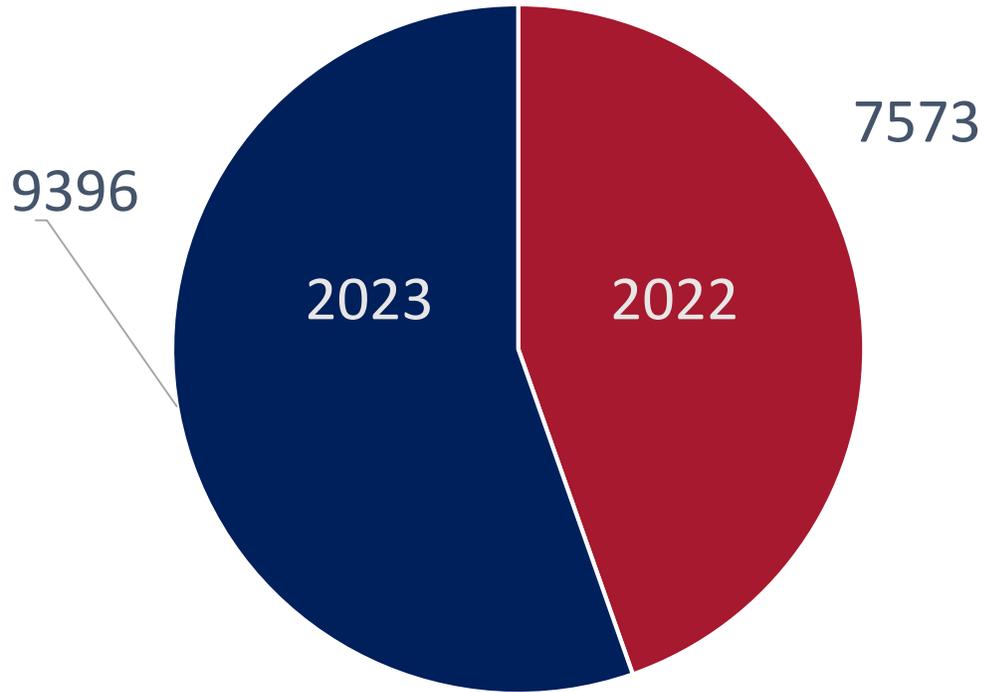


TXDOT Annual Average Daily Traffic 2023 Report

AADT= Annual Average Daily Traffic
 $AADT = VOL \times SF \times AF$

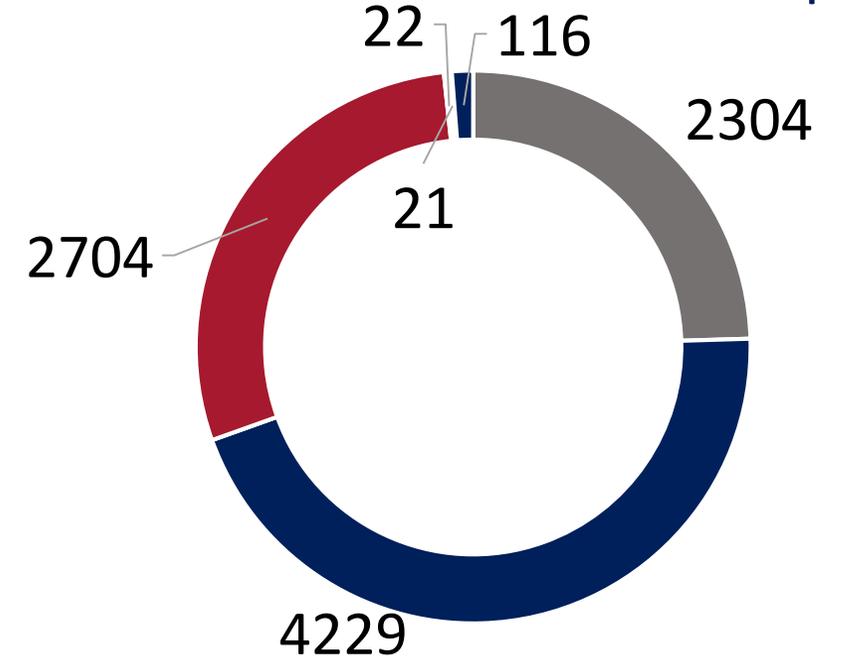
VOL= 24-hr volume count
 SF= applicable month/day combination seasonal factor
 AF= applicable axle-correction factor

2023 vs 2022 Total Traffic Stops



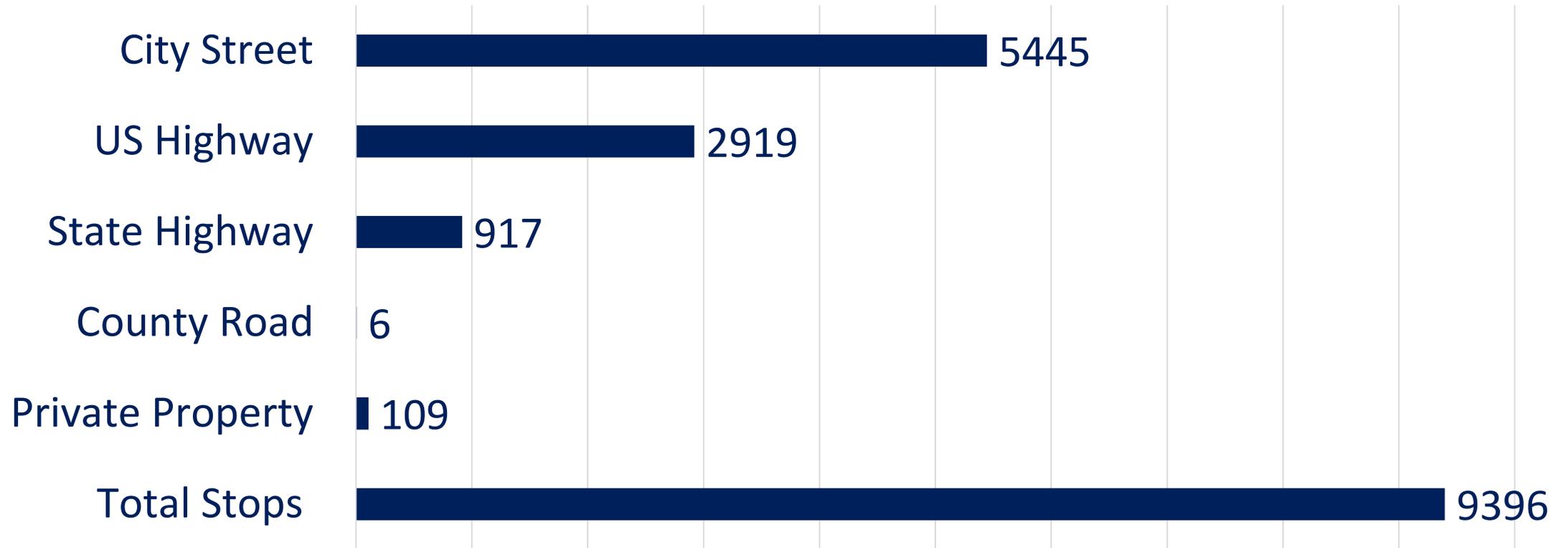
Difference: +1823 in 2023

Results of 2023 Traffic Stops



- Verbal Warning -2304
- Written Warning-4229
- Citation-2704
- Written Warning and Arrest-22
- Citation and Arrest-21
- Arrest-116

Traffic Stops by Location



■ Count of Traffic Stops by Location

Community Demographics

Decennial Census

P1 | RACE

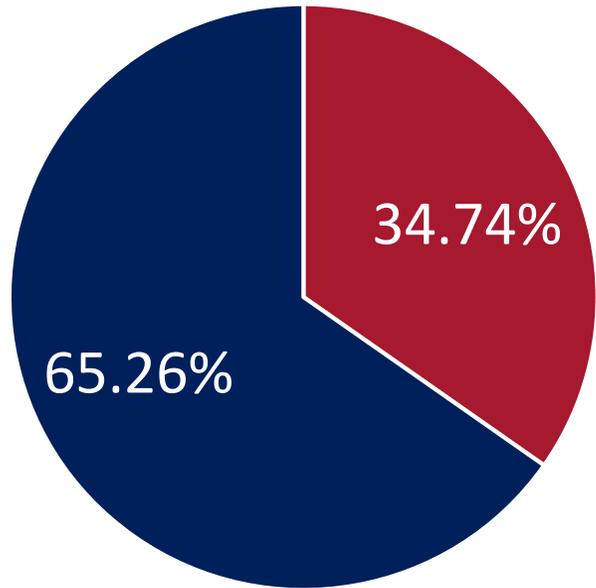
2020: DEC Redistricting Data (PL 94-171) | Universe: Total population

Notes | 1 Geo | Years | Topics | Surveys | Codes 123 | Hide | Transpose | Restore | Excel | Download | Print | More Da

Label	Prosper town, Texas
▼ Total:	30,174
▼ Population of one race:	27,106
White alone	21,394
Black or African American alone	2,527
American Indian and Alaska Native alone	171
Asian alone	2,165
Native Hawaiian and Other Pacific Islander alone	19
Some Other Race alone	830
▼ Population of two or more races:	3,068
> Population of two races:	2,883
> Population of three races:	169
> Population of four races:	16
> Population of five races:	0

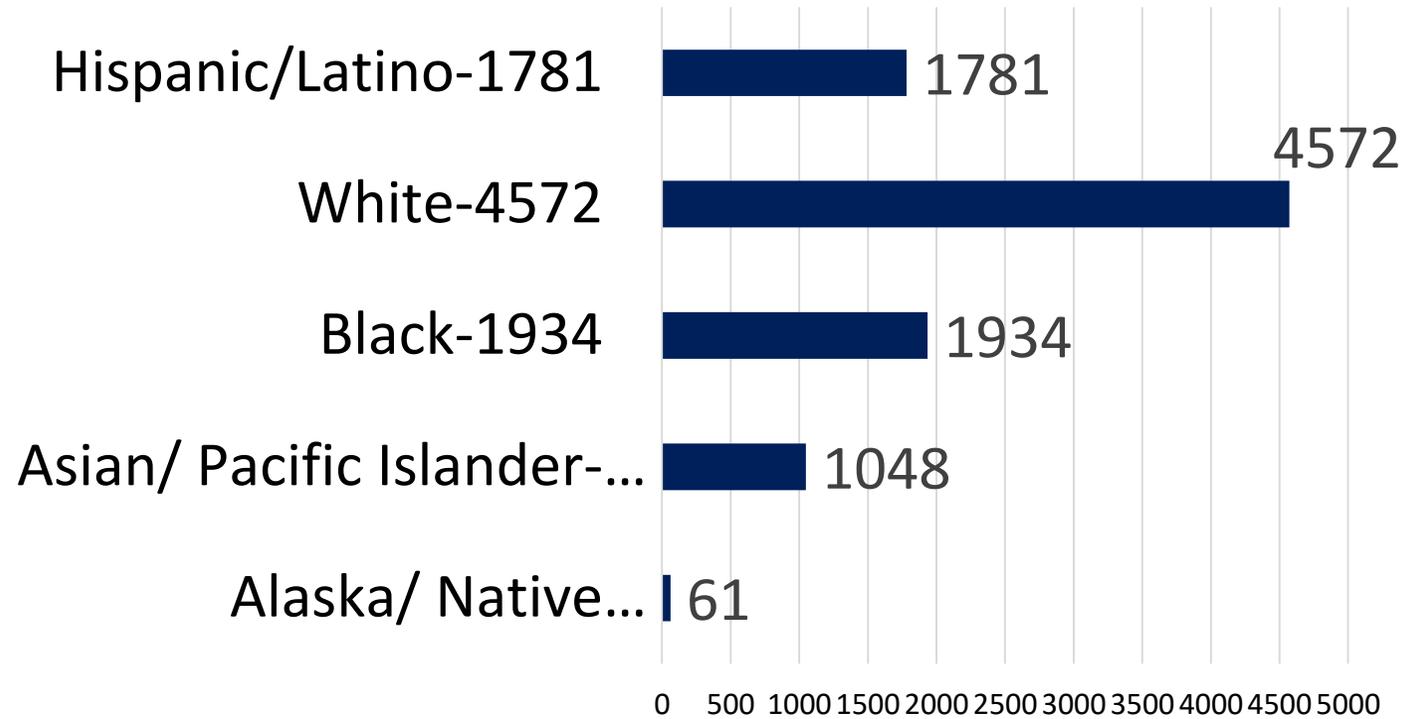
Source: US Census Bureau- Decennial Census, <https://data.census.gov/cedsci/table?q=P1%20Prosper%20town,%20Texas>

% of Stops by Gender



■ Female- 3264 ■ Male-6132

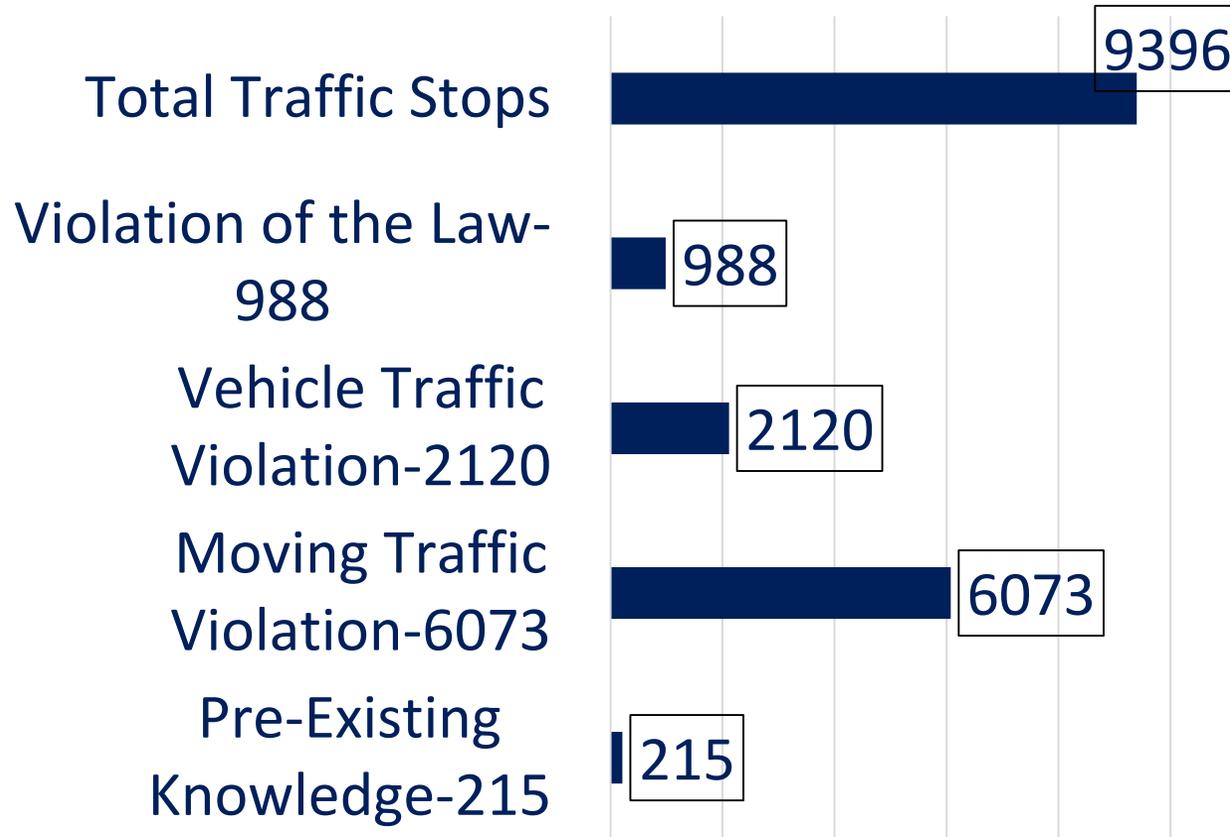
Total Traffic Stops by Race



■ Total Traffic Stops by Race

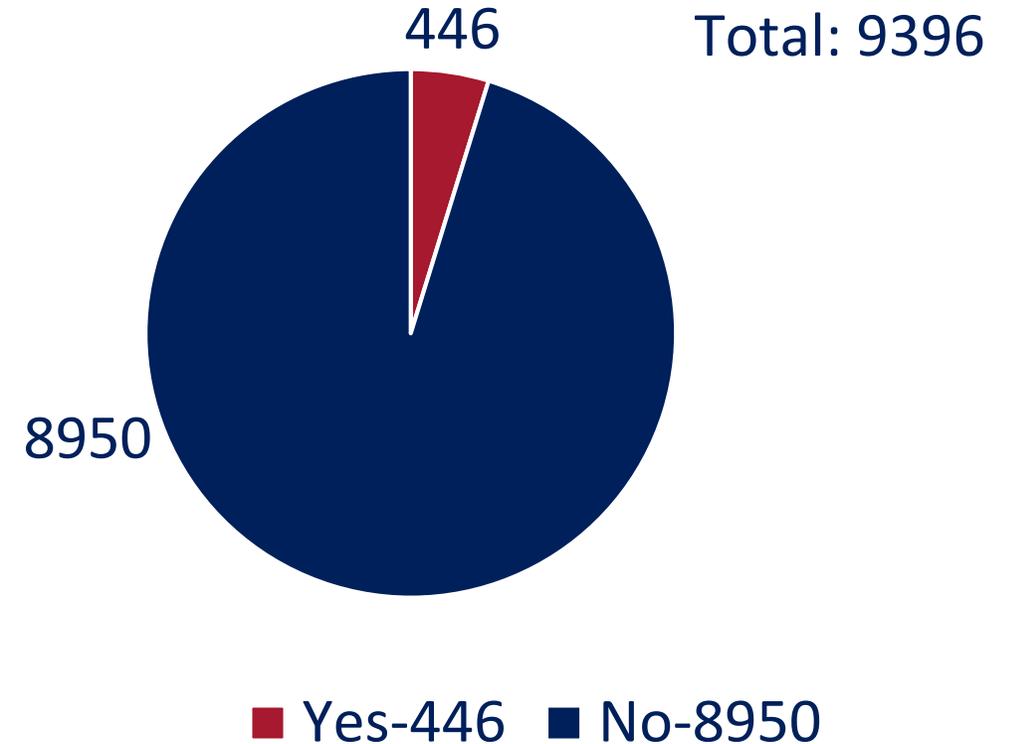
Basic Reasons for Traffic Stops

Reasons for the Traffic Stop

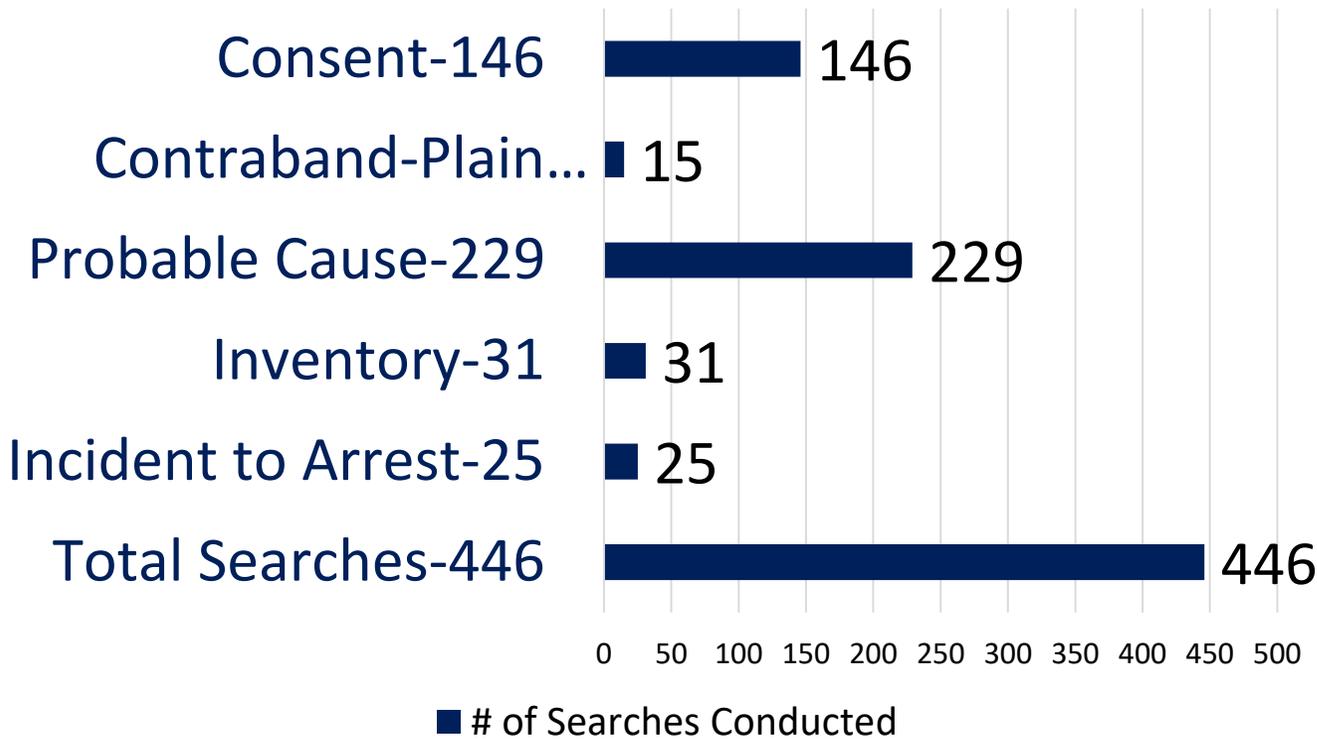


■ # of Stops

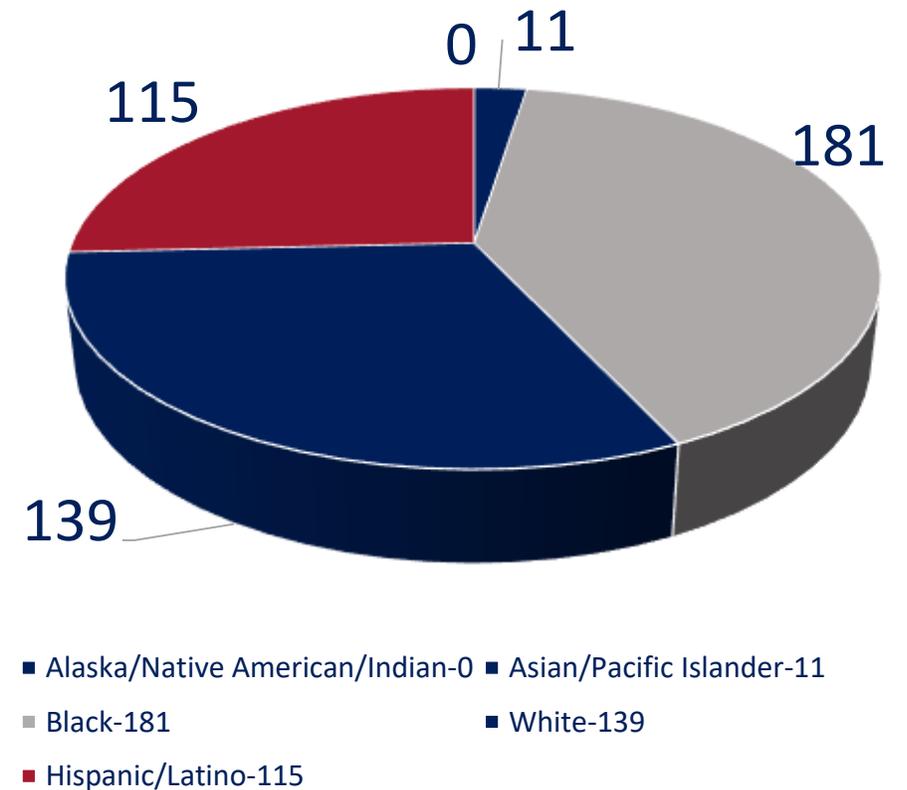
Search Conducted During Traffic Stop



Reason for Searches

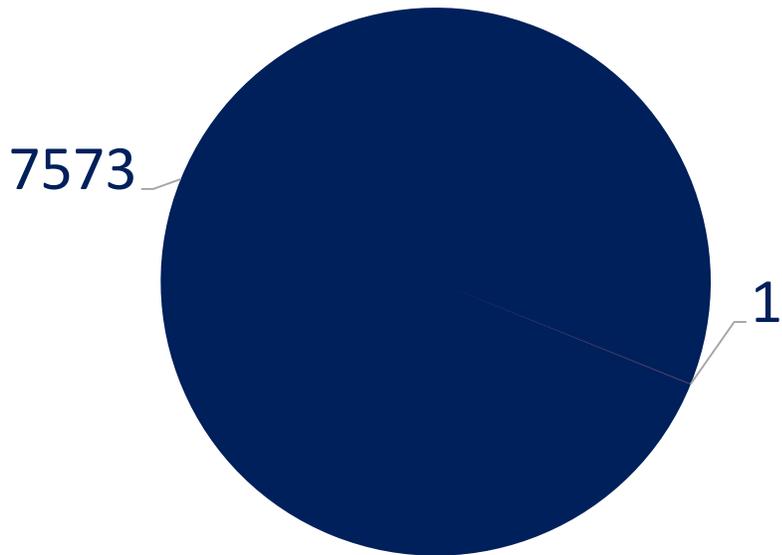


Demographics of 446 Searches Conducted



Use of Force During Traffic Stop & Racial Profiling Complaints

Bodily Injury Occurred as the
Result of an Officer's Response to
Resistance

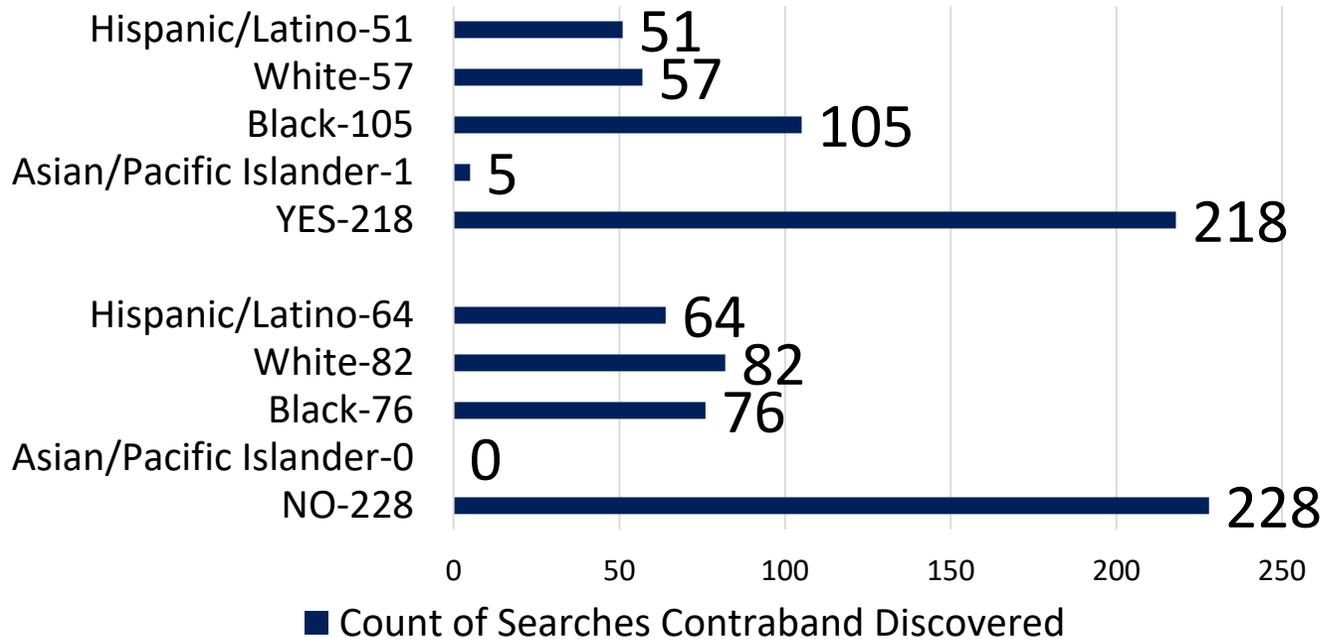


■ NO-9395 ■ YES-1

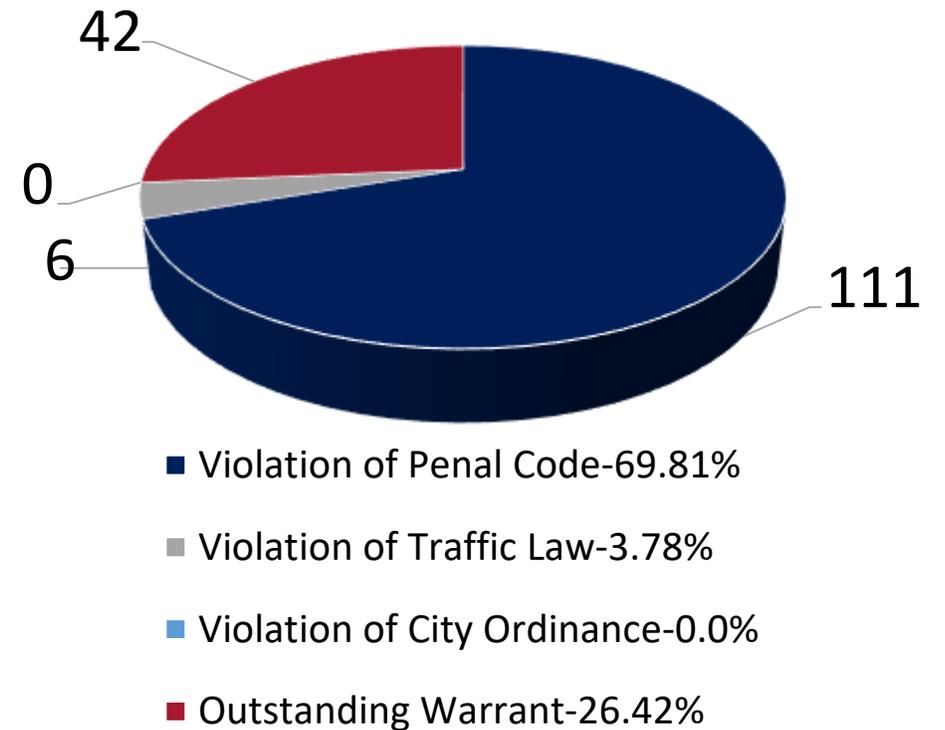
Total: 9396

Total Number of Racial
Profiling Complaints Received
during 2023: 0

Contraband Found by Demographic During 326 Searches



Basis for 159 Arrests Performed as a Result of a Traffic Stop





**TOWN ATTORNEY/
POLICE DEPARTMENT**

To: Mayor and Town Council

**From: Terrence S. Welch, Town Attorney
Doug Kowalski, Chief of Police**

Through: Mario Canizares, Town Manager

Re: Ordinance Amending Current Firearms Provisions in the Code of Ordinances

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Section 1.09.017 of the Code of Ordinances relative to the carrying of firearms in Town parks, and Sections 8.03.001 and 8.03.002 of the Code of Ordinances relative to the carrying and discharge of firearms in Town buildings or in the Town limits.

Description of Agenda Item:

The 87th Texas Legislature (Regular Session) adopted House Bill 1927, effective September 1, 2021, which prohibited or limited in major respects municipal regulation of the carrying of firearms. Several provisions in the Town’s Code of Ordinances, although not currently enforced, are outdated as a consequence of HB 1927.

Current Subsection (a) of Section 1.09.017 of the Code prohibits the carrying of firearms in Town parks. HB 1927 now generally allows the carrying of firearms in a public park (exceptions exist for various types of criminal offenders, family violence offenders, fugitives, etc.), so Subsection (a) of Section 1.09.017 has been repealed and existing Subsection (b) is now the only operative part of Section 1.09.017. That provision now prohibits the discharge of firearms in a park, and prohibits the carrying or discharge of fireworks, air guns, bows and arrows, slingshots or devices which project an object that would create a fire hazard or a danger to the public in a park.

Current Subsection (a) of Section 8.03.001 of the Code prohibits any person, other than a peace officer, to carry a firearm in any building where municipal court is held. Under HB 1927, the Town cannot prohibit the carrying of handguns in Town buildings except in limited situations: council meetings and the offices of the municipal court (as referenced in Section 46.03 of the Texas Penal Code). Consequently, this Ordinance brings Section 1.09.017 into compliance with HB 1927.

Current Section 8.03.002 has similar carrying provisions that are now restricted by HB 1927; however, the discharge of firearms as well as BB guns, pellet guns, air rifles, and paint guns remain illegal in the Town’s corporate limits. The revisions to Section 8.03.002 eliminated the “carrying” provisions and still address the illegality of the discharge of the weapons listed above.

At the January 9, 2024, Town Council meeting, it was requested that the proposed ordinance be amended to include and authorize hunting, consistent with state law. Consequently, new Subsections (d) and (e) were added to Section 8.03.002 to read as follows:

(d) *The discharge of weapons and hunting, with any permit required by the State of Texas, shall be allowed on private property annexed into the Town after September 1, 1981, with a shotgun, air rifle or pistol, BB gun, or bow and arrow on a tract of land of ten (10) acres or more and:*

(1) *more than 1,000 feet from the property line of any public land, as said land is defined in Section 229.003 of the Texas Local Government Code, as amended, school, commercial day care facility or hospital;*

(2) *more than 600 feet from the property line of a residential subdivision or multifamily residential complex; and*

(3) *more than 150 feet from a residence or occupied building on another property.*

(4) *For purposes of this subsection, the person discharging a weapon described in this subsection and on property described in this subsection must have the express written permission from the owner on or over whose property any projectile would fall. In no event shall said weapon be used in a manner not reasonably expected to cause a projectile to cross the boundary of any tract.*

(e) *The discharge of weapons and hunting, with any permit required by the State of Texas, shall be allowed on private property annexed into the Town after September 1, 1981, with a center fire or rim fire rifle or pistol of any caliber on a tract of land of fifty (50) acres or more and:*

(1) *more than 1,000 feet from the property line of any public land, as said land is defined in Section 229.003 of the Texas Local Government Code, as amended, school, commercial day care facility or hospital;*

(2) *more than 600 feet from the property line of a residential subdivision or multifamily residential complex; and*

(3) *more than 300 feet from a residence or occupied building on another property.*

(4) *For purposes of this subsection, the person discharging a weapon described in this subsection and on property described in this subsection must have the express written permission from the owner on or over whose property any projectile would fall. In no event shall said weapon be used in a manner not reasonably expected to cause a projectile to cross the boundary of any tract.*

Subsections (d) and (e) are contained in Section 229.003, "Regulation of Discharge of Weapon by Certain Municipalities," of the Texas Local Government Code and are contained virtually word-for-word in the proposed ordinance. Additionally, a provision has been added that permits a right to protect oneself or one's property from animal predators and wild or marauding animals.

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. Ordinance

Town Staff Recommendation:

The Town Attorney recommends that the Town Council approve an ordinance amending Section 1.09.017 of the Code of Ordinances relative to the carrying of firearms in Town parks, and Sections 8.03.001 and 8.03.002 of the Code of Ordinances relative to the carrying and discharge of firearms in Town buildings or in the Town limits.

Proposed Motion:

I move to approve an ordinance amending Section 1.09.017 of the Code of Ordinances relative to the carrying of firearms in Town parks, and Sections 8.03.001 and 8.03.002 of the Code of Ordinances relative to the carrying and discharge of firearms in Town buildings or in the Town limits.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 1.09.017, "FIREARMS, FIREWORKS, ETC." OF ARTICLE 1.09, "PARKS AND RECREATION," OF CHAPTER 1, "GENERAL PROVISIONS," AND ARTICLE 8.03, "FIREARMS AND WEAPONS," OF CHAPTER 8, "OFFENSES AND NUISANCES," OF THE CODE OF ORDINANCES RELATIVE TO THE POSSESSION AND/OR DISCHARGE OF FIREARMS AND OTHER WEAPONS, IN COMPLIANCE WITH STATE LAW REGARDING THE CARRYING AND DISCHARGE OF FIREARMS, AND AUTHORIZING HUNTING ON CERTAIN TRACTS OF LAND, ALSO IN COMPLIANCE WITH STATE LAW, AND REPEALING ANY INCONSISTENT PROVISION; MAKING FINDINGS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town"), in the past has adopted ordinances that addressed the carrying of firearms on public property or in public buildings; and

WHEREAS, House Bill 1927, adopted by the 87th Texas Legislature, Regular Session, and effective on September 1, 2021, prohibited Texas municipalities from adopting or enforcing an ordinance or other measure that restricted certain specific gun rights; and

WHEREAS, as a result of the adoption of HB 1927 in 2021, certain previously adopted Town ordinances as passed are no longer enforceable and, as part of a periodic comprehensive review of Town ordinances, it is necessary for the Town to amend and/or repeal certain ordinance provisions that are inconsistent with HB 1927.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 1.09.017, "Firearms, Fireworks, etc." of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"Sec. 1.09.017 Firearms, fireworks, etc.

It shall be unlawful for any person to discharge firearms, and carry or discharge fireworks, air guns, bows and arrows, slingshots or any device which would or could project any object which would or could create a fire hazard or any hazard or danger to the public in a park, except with joint written approval of the Parks and Recreation Director and the Town's Fire

Chief, or his/her authorized agent and/or representative. Nothing herein shall conflict with any applicable state statute regulating the carrying or use of firearms.”

SECTION 3

From and after the effective date of this Ordinance, Article 8.03, “Firearms and Weapons,” of Chapter 8, “Offenses and Nuisances,” of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

“ARTICLE 8.03. FIREARMS AND WEAPONS

Sec. 8.03.001 Carrying of Firearm; Discharge of Rifle, Handgun or Shotgun.

(a) It shall be unlawful for any person, other than a peace officer, to carry a firearm into the municipal court or any room or office utilized by the municipal court.

* * *

Sec. 8.03.002 Other Limitations on Discharge in Town Limits.

(a) It shall be unlawful for any person to discharge any BB gun, pellet gun, gun, pistol, rifle, or firearm of any kind within the Town limits, except within a properly secured indoor firearms range, constructed and maintained in accord with National Rifle Association specifications and standards, or upon a range owned and operated by a governmental entity.

(b) The terms “gun,” “pistol,” “rifle,” and “firearm” as used in this section shall not only be defined as to include all percussion weapons, but shall also include all air guns, air pistols, air rifles, paintball guns, and any other firearm using air pressure to propel a projectile.

(c) This section shall not be construed to prohibit any peace officer from discharging a firearm in the performance of his duty, nor to prohibit any citizen from discharging a firearm when lawfully defending person or property.

(d) The discharge of weapons and hunting, with any permit required by the State of Texas, shall be allowed on private property annexed into the Town after September 1, 1981, with a shotgun, air rifle or pistol, BB gun, or bow and arrow on a tract of land of ten (10) acres or more and:

(1) more than 1,000 feet from the property line of any public land, as said land is defined in Section 229.003 of the Texas Local Government Code, as amended, school, commercial day care facility or hospital;

(2) more than 600 feet from the property line of a residential subdivision or multifamily residential complex; and

(3) more than 150 feet from a residence or occupied building on another property.

(4) For purposes of this subsection, the person discharging a weapon described in this subsection and on property described in this subsection must have the express written permission from the owner on or over whose property any projectile

would fall. In no event shall said weapon be used in a manner not reasonably expected to cause a projectile to cross the boundary of any tract.

(e) The discharge of weapons and hunting, with any permit required by the State of Texas, shall be allowed on private property annexed into the Town after September 1, 1981, with a center fire or rim fire rifle or pistol of any caliber on a tract of land of fifty (50) acres or more and:

(1) more than 1,000 feet from the property line of any public land, as said land is defined in Section 229.003 of the Texas Local Government Code, as amended, school, commercial day care facility or hospital;

(2) more than 600 feet from the property line of a residential subdivision or multifamily residential complex; and

(3) more than 300 feet from a residence or occupied building on another property.

(4) For purposes of this subsection, the person discharging a weapon described in this subsection and on property described in this subsection must have the express written permission from the owner on or over whose property any projectile would fall. In no event shall said weapon be used in a manner not reasonably expected to cause a projectile to cross the boundary of any tract.

(f) In the event state law is amended to provide more or fewer restrictions than those referenced in Chapter 229 of the Texas Local Government Code, as amended, then the provisions of said Chapter 229 shall prevail. Further, nothing herein shall limit an individual's right to protect life and property against animal predators, wild animals, or marauding animals.

(g) Any person, firm or corporation who violates any provision of this section shall be deemed guilty of a misdemeanor and upon conviction shall be fined as provided in Section 1.01.009 of this Code for each such violation, and each and every day such violation continues shall be considered a separate offense; provided, however, such penal provision shall not preclude a suit to enjoin such violation."

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 become effective after its passage and publication, as required by state law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13TH DAY OF FEBRUARY, 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Bid Award: Street Sweeping Contract

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon awarding RFP No. 2024-08-A to Sweeping Corporation of America, LLC., related to the Town's Street Sweeping services, and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On January 23, 2024, at 3:00 PM, two (2) Competitive Sealed Proposals were received for street sweeping services. The project was advertised using the Competitive Sealed Proposal alternative procurement method to allow the Town to award the projects to the contractor that offers the best value proposal based on the following criteria, which includes recently revised standard percentages based on direction from the Town Council:

- Resources of Contractor (15%)
- Quality of Detail Work Plan (10%)
- Past Performance and Experience (15%)
- Cost Proposal (60%)

The two verified proposal totals are \$83,300.00 and \$130,764.00 and the recommended contract is the lower of the two. The Engineer's estimate was \$114,800.00. In the FY23 Budget, \$63,764.00 is available for street sweeping services. The Streets Budget can absorb the first year, in FY25 additional funding will be required to continue the contract and will increase as the Town adds roadways such as First Street, Coit to Custer. The City of Frisco and City of McKinney were asked about sharing the cost of sweeping US 380, and Custer Road both responded that they currently have a sweeping program and would not wish to join in on this contract. The City of Celina was asked about Frontier Parkway from Preston Road to DNT, they declined since they currently have a sweeping contract.

The proposed contract provides for sweeping of all major thoroughfares including TxDOT roadways Custer Road, US 380 from Custer to Legacy, Preston Road, and all six lanes of Frontier Road. All roads listed in Exhibit C of the agreement will be swept six times per year. The contract includes four (4) non-emergency and 10 emergency sweeping services as needed in between scheduled service as presented in Exhibit B of the agreement.

Budget Impact:

This expenditure in the amount of \$83,300.00 is funded from 100-5480-50-01 (Streets Contract Services). \$63,764 was budgeted for street sweeping services and none of these funds have been expended this year. Since the contract is beginning within the budget year, the entire cost of the contract will not be required until next FY.

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. Bid Tabulation
2. Contract

Town Staff Recommendation:

Town staff recommends that the Town Council award RFP No. 2024-08-A to Sweeping Corporation of America, LLC, related to the Town's Street Sweeping services; and authorizing the Town Manager to execute an agreement for same.

Proposed Motion:

I move to award RFP No. 2024-08-A to Sweeping Corporation of America, LLC, related to the Town's Street Sweeping services; and authorizing the Town Manager to execute an agreement for same.



**TOWN OF PROSPER
PROPOSAL TABULATION SUMMARY**

Solicitation Number	RFP No. 2024-08-A
Solicitation Title	Street Sweeping Services
Close Date	01/3/2024 @ 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total
Sweeping Corporation of America, LLC	Seven Hills, OH 44131	FL	1/23/2024 10:24:16 AM (CT)	\$83,300.00
Mister Sweeper LP	Dallas	TX	1/23/2024 11:04:48 AM (CT)	\$130,764.00

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified by:	Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Certified on:	January 23, 2024
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**TOWN OF PROSPER
CONTRACT FOR SERVICES
RFP NO. 2024-08-A**

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

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: RFP 2024-08-A Street Sweeping Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one (1) year from the date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** The contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of the information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

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

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

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

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

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

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

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

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

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a “foreign terrorist organization” as defined in § 2252.151 of the Texas Government Code.
24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller’s Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

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

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

Sweeping Corporation of America, LLC
 Gary Milner, Branch Manager
 4141 Rockside Rd, Suite 100
 Seven Hills, OH 44131
bids@sweepingcorp.com

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

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

AGREED TO BY:

SWEEPING COPORATION OF AMERICA

TOWN OF PROSPER, TEXAS

By: 
 Brad Becker
 Regional Vice President

By: _____
 Mario Canizares
 Town Manager

Date: 11/31/2024

Date: _____



2024-08-A Addendum 1

Street Sweeping Services

Issue Date: 1/7/2024

Questions Deadline: 1/16/2024 12:00 PM (CT)

Response Deadline: 1/23/2024 02:00 PM (CT)

Contact Information

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcarter@prospertx.gov

Event Information

Item 12.

Number: 2024-08-A Addendum 1
Title: Street Sweeping Services
Type: Request for Proposals
Issue Date: 1/7/2024
Question Deadline: 1/16/2024 12:00 PM (CT)
Response Deadline: 1/23/2024 02:00 PM (CT)
Notes:

The intent of this solicitation is to establish an annual agreement to provide street sweeping services for the Town of Prosper on public streets to reduce stormwater pollutants to the maximum extent practicable. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors. The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, due to budget contingencies, cycle frequencies may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor will be required to execute a service contract. A sample contract is attached as one of the documents available for download as part of this RFP.

The Town of Prosper requires that all questions relating to this RFP be submitted in writing to Jay Carter, Purchasing Manager, at jcarter@prospertx.gov by 12:00pm on Tuesday, January 16, 2024. No questions will be answered over the phone. Questions in regard to the specifications will only be accepted until the stated deadline.

Submissions should be uploaded to the Town's eprocurement portal lonwave as a single complete document. Vendors can register at Bid Opportunities | Prosper, TX (prospertx.gov). The **proposal must be submitted by 2:00PM CST on January 23, 2024**, via lonwave. The results of the bids will be read at January 23, 2024, at 3:00PM CST and can be attended by using the following link:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 289 226 797 830
Passcode: bpqZKt

[Download Teams](#) | [Join on the web](#)

Ship To Information

Billing Information

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

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

Item 12.

Bid Attachments

2024-08-A RFP for Street Sweeping Services.pdf

2024-08-A RFP for Street Sweeping Services

Download

2024-08-A Addendum #1.pdf

2024-08-A Addendum #1

Download

Conflict of Interest Questionnaire 1-1-2021.pdf

Conflict of Interest Questionnaire 1-1-2021

Download

Standard Terms and Conditions for Procurements V 9-11-23.pdf

Standard Terms and Conditions for Procurements V 9-11-23

Download

References Worksheet - fillable.pdf

References Worksheet

Download

Insurance Requirements for General Services R7-25-19.pdf

Insurance Requirements for General Services

Download

Standard Contract for Services Version 01-01-2024.pdf

Standard Contract for Services

Download

Requested Attachments

SOQ Submission

(Attachment required)

SOQ submission as a single document.

Bid Attributes

1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

I Agree

(Required: Check if applicable)

2 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

I Agree
(Required: Check if applicable)

3 Addendum No. 1

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

I Agree
(Optional: Check if applicable)

4 Addendum No. 2

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

I Agree
(Optional: Check if applicable)

5 Addendum No. 3

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

I Agree
(Optional: Check if applicable)

6 Addendum No. 4

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 4 (if issued by the Town of Prosper).

I Agree
(Optional: Check if applicable)

7 Addendum No. 5

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 5 (if issued by the Town of Prosper).

I Agree
(Optional: Check if applicable)

Bid Lines

1 Package Header

Regular Sweeping Services

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Package Items

Item 12.

1.1 Thoroughfare (45 MPH and above)

(Response required)

Quantity: 1200 UOM: Lane Miles Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

1.2 Secondary (40 MPH and below)

(Response required)

Quantity: 200 UOM: Lane Miles Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2 Package Header

Special Sweeping Services

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

Package Items

2.1 Non-Emergency

(Response required)

Quantity: 40 UOM: HR Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2.2 Emergency

(Response required)

Quantity: 40 UOM: HR Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2.3 Mobilization for Non-emergency

(Response required)

Quantity: 4 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2.4 Mobilization for Emergency
(Response required)

Item 12.

Quantity: 10 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

Supplier Information

Item 12.

Company Name: Sweeping Corporation of America, LLC

Contact Name: Gary Milner

Address: 9000 Trinity Blvd
Hurst, TX 76053

Phone: (817) 268-4100

Fax: _____

Email: gmilner@sweepingcorp.com

Supplier Notes

Corporate Address:

4141 Rockside Rd.

Seven Hills, OH 44131

216-777-2750

216-777-2766 (fax)

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

Brad Becker
Print Name


Signature

Request for Proposal 2024-08-A
STREET SWEEPING SERVICES

1.0 INTENT

The intent of this solicitation is to establish an annual agreement to provide street sweeping services for the Town of Prosper on public streets to reduce stormwater pollutants to the maximum extent practicable. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors. The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, due to budget contingencies, cycle frequencies may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor will be required to execute a service contract. A sample contract is attached as one of the documents available for download as part of this RFP.

The Town of Prosper requires that all questions relating to this RFP be submitted in writing to Jay Carter, Purchasing Manager, at jcarter@prospertx.gov by 12:00pm on Tuesday, January 16, 2024. No questions will be answered over the phone. Questions in regard to the specifications will only be accepted until the stated deadline.

Submissions should be uploaded to the Town's eprocurement portal lonwave as a single complete document. Vendors can register at [Bid Opportunities | Prosper, TX \(prospertx.gov\)](https://bidopportunities.prospertx.gov). The **proposal must be submitted by 2:00PM CST on January 23, 2024**, via lonwave. The results of the bids will be read at January 23, 2024, at 3:00PM CST and can be attended by using the following link:

Microsoft Teams meeting
Join on your computer, mobile app or room device
 Meeting ID: 289 226 797 830
 Passcode: bpqZKt
[Download Teams](#) | [Join on the web](#)

1.1 WORK OBJECTIVE

The contractor is to provide personnel, management, supervision, quality control, materials, and equipment to perform street sweeping services for the Town of Prosper according to these specifications.

2.0 SCOPE OF SERVICES

2.1 DEFINITION OF TERMS:

2.1.1 "Line Mile" shall mean the number of miles, to the nearest 1/100 of a mile, as measured along the center line of the street, whether there is a median. A typical thoroughfare with a median and two (2) lanes in each direction will have four (4) Line Miles per mile of road. Right turn and left turn lanes are considered as additional lane miles.

2.1.2 "Inspector" shall mean the Town of Prosper inspector.

2.1.3 "Agreement" shall mean the agreement for the sweeping and disposal of debris from the streets of the Town of Prosper.

2.1.4 "Town" shall mean the Town of Prosper, its officers, employees, agents or representatives.

2.1.5 "Contractor" shall mean the person, corporation or partnership performing street sweeping services under contract with the Town.

2.1.6 "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper.

2.1.7 "May" shall be permissive.

2.1.8 "Regenerative Air Sweeper" refers to sweeper that uses forced air to create a swirling effect inside a contained sweeping head and then uses the negative pressure on the suction side to place the road debris inside a hopper. Debris is removed from the air by centrifugal separation and reused keeping particulate matter inside the hopper.

2.1.9 "Regular Sweeping Services" shall refer to sweeping streets with the frequency listed on Appendix B using a Regenerative Air Sweeper.

2.1.10 "Shall" means mandatory.

2.1.11 "Special Sweeping Services" refers to sweeping on an as needed basis as requested by the Town.

2.1.12 "Street" shall mean all dedicated public right-of-way within the existing or future limits of the Town of Prosper, which are paved. The term "street" shall include other paved areas as directed.

2.1.13 "Street Sweeping" shall mean the removal by dustless type machine sweepers of all debris from all portions of a street.

2.1.14 "Sweeping" shall mean all debris removed from streets.

2.2 SERVICE REQUIRED

2.2.1 Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary as specified. This includes:

2.2.1.1 Regular Sweeping Services

The contractor will sweep streets on the frequency identified on the attached map (attached to this RFP) according to Sweeping Schedule.

2.2.1.2 Special Services

2.2.1.2.1 Emergency Services are upon request by the Town. The sweeping operations shall begin within four (4) hours of the notification.

2.2.1.2.2 Nonemergency Services are upon request by the Town. The sweeping operations shall begin by the end of the next business day following the notification.

2.2.2 Changes in Services

During the term of this agreement or any extension thereof, the Town may elect to increase or decrease the frequency or number of Curb Line Miles of street sweeping services. The stated increase or decrease shall be by written or electronic notification to the contractor. The unit price for changes and/or additions shall be at the current agreement unit pricing.

2.3 DISPOSAL

The Town will provide a location within the Town of Prosper to offload all sweepings.

2.4 HOURS OF OPERATION

Standard business operating hours are Monday through Sunday, between the hours of 7:00 a.m. and 7:00 a.m., CST. Sweeping operations are to be conducted during the times shown on the bid, with the following exceptions listed in paragraphs 2.5 and 2.6.

2.5 HOLIDAYS

The following is a list of holidays on which contract service will not be performed:

New Year's Day
 Memorial Day Independence Day - July 4th
 Labor Day - First Monday in September
 Thanksgiving Holiday-Fourth Thursday and Friday in November
 Christmas Eve
 Christmas Day

2.6 WEATHER CONDITIONS

The Contractor shall not sweep when weather conditions make sweeping ineffective or hazardous. This includes conditions when water used in sweeping may later freeze.

2.7 CONTRACTOR/TOWN COMMUNICATIONS

2.7.1 Local Office

Throughout the period of this agreement, the Contractor shall establish and maintain an office/dispatch and an authorized managing agent in the North Texas area. Contractor's managing agent shall serve as the point of contact for the Contractor during business hours. The Contractor shall provide 24-hour contact information for Special Service request and deficiency notices.

2.7.2 Town Contact

The overall contract administrator for the Town is the Public Works Director. For daily operations, the Town's point of contact will be the Streets Superintendent, or authorized representative.

2.7.3 Contractor Contact

The Contractor shall provide a contact for the following:

1. Supervisor available via telephone, email and mobile response during all hours during sweeping. The vehicle used by the Supervisor shall not be a sweeper.
2. Customer service via telephone during all business hours.

2.8 DOCUMENTATION AND REPORTING

The contractor shall collect daily information on sweeping activities which shall include:

1. Locations
2. Mileage
3. Date and time
4. Vehicle

5. Estimated volume or weight of debris collected by each vehicle by date and time.

The contractor shall make this information available in a database format on an ongoing basis.

2.9 CONTRACTOR'S EMPLOYEES

2.9.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

2.9.2 Driver's License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Driver's License issued by the State of Texas which is appropriate for the type and size of the vehicle.

2.9.3 Conduct

The contractor's employees and subcontractors shall not identify themselves as being employees of the Town of Prosper. Employees shall conduct themselves in such a manner as to avoid embarrassment to the Town of Prosper and shall be courteous to the public. If required, the Town retains the right to require any operator be removed from working on this contract.

2.9.4 Safety

All work under this contract shall be performed in such a manner as to provide maximum safety to the public and to employees performing work. The contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect the public during operations.

No separate compensation shall be paid to the contractor for the installation or maintenance of any warning devices, barricades, lights, signs, attenuator trucks, arrow boards, or any other precautionary measures required by law or otherwise for protection of persons or property. The Town will not provide any type of work zone traffic control devices.

The Town reserves the right to issue a restraint or cease order to the contractor when unsafe or harmful acts are observed or reported relative to the performance of the

work under this agreement or when contractor is not complying with safety requirements.

Applicable provisions of the following shall be incorporated into the specifications for this project.

- a. Texas Manual on Uniform Traffic Control Devices.
- b. Texas State Highway Standard Specifications.
- c. All Federal, State or Municipal acts, statutes, rulings, ordinances, decisions and regulations.
- d. All subsequent revisions and supplements to the above document.

The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.

All Contractors' employees shall be trained and equipped to protect the public, and employees from hazards related to sweeping, and collecting and disposing debris. This includes wearing proper safety devices including eye/ear protection and safety vests at all times.

2.9.5 Water

The Town will provide water for sweeping at the Public Works Service Center at no cost to the sweeper.

2.10 CONTRACTOR'S EQUIPMENT

2.10.1 Sweeping Equipment - Type, Quantity and Condition

The Contractor shall provide and maintain during the entire period of the agreement, a fleet of not less than two (2) Regenerative Air Sweepers.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The Town reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The Town representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during the performance of this agreement.

The Contractor shall furnish the Town with a list identifying all equipment to be used in fulfilling this agreement and notify the Town of any additions or deletions. The list shall be submitted electronically/in writing to the Town Representative/Inspector. The Contractor shall utilize a sweeper fleet of the latest design. The age of equipment shall not exceed ten (10) years in age unless approved by the Town. Any changes in the Contractor's sweeping equipment from the initial equipment must have prior approval of the Town.

2.10.2 Equipment Identification

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of the local office and phone number of the local office on each side of the equipment.

2.10.3 Equipment Safety Requirements

All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360-degree pattern and six-inch diameter hazard lights visible from the rear that operate independently of the brake lights. In addition, an arrow board (30" x 60") must be on all sweepers and be fully operational.

2.10.4 Minimum Sweeping Width Required

Equipment must be capable of sweeping a minimum eight-foot width as measured with all brooms in the sweeping position.

2.10.5 Automatic Vehicle Location System (AVL)

Contractor shall provide a complete AVL for the purpose of monitoring street sweeping activities. The AVL system shall be accessible via the internet on a secure website available to authorized Town staff, with a login and password. The AVL system shall include and initiate broadcasting data when brooms are activated or lowered to begin sweeping. Data shall be submitted at a minimum, to include but not be limited to, 30 second intervals to the secured website for monitoring.

In order for the Town to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVL:

2.10.5.1 SPEED: The speed of the street sweeper during the street cleaning operation shall be monitored. The AVL shall be able to determine when the street sweeper is performing the cleaning operation and report the vehicle speed. This speed shall be measured in one mile per hour increments. The AVL shall be able to measure speeds accurately from a minimum of 3 miles per hour to a maximum of 25 miles per hour.

2.10.5.2 TRACKING: The accuracy of the street sweeper's location shall be to within 50 feet or less of the actual location. The AVL shall show the following but not limited - vacuum on, gutter or center brush down & working, and the location of a single vehicle or all the vehicles. It is preferred that the street sweeper's location be displayed on street map window with user-controlled sizing and placement.

2.10.5.3 MANAGEMENT REPORTS: As a minimum, daily management

reports on all the street sweepers shall be provided by the AVL to include routes cleaned and the time of day the routes were cleaned. In addition, a log type report of each occurrence, location, and the duration of the occurrence that the street sweeper was in excess of 8 miles per hour, while performing the cleaning operation.

2.10.5.4 RELIABILITY: The AVL shall maintain a 95% performance level.

2.10.5.5 COVERAGE: The AVL coverage area shall include all of Town of Prosper.

2.10.5.6 FREQUENCY: All monitored functions shall be available upon the request by the Town.

2.11 STANDARD OF PERFORMANCE

2.11.1 Level of Cleanliness for Regular Sweeping

Contractor shall use a Regenerative Air Sweeper, which is performing in accordance with the manufacturer's performance specification, to remove all debris from all streets and radius every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, large gravel etc. shall be physically picked up and placed in the hopper by the operator or other personnel.

2.11.2 Level of Cleanliness for Special Sweeping

Contractor shall clean all debris from all streets and radius in the area identified by the Town to be cleaned. A mechanical broom sweeper may be used. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, large gravel etc. shall be physically picked up and placed in the hopper by the operator or other personnel.

2.12 AREAS TO BE CLEANED

Arterial, Collector, Industrial, and Commercial Streets

The entire length of all curbs (including median curbs and curb returns) uncurbed pavement edges and flush concrete or paved medians shall be swept each time the associated street is swept. The balance of each street shall be swept as needed. In any case, no debris shall be left anywhere on the street pavement after sweeping is completed.

2.13 SWEEPING PRACTICES

At all times the Contractor shall use good sweeping practices and shall exercise due care so as to prevent spilling, scattering or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping or scattering. Sweeping practices include, but are not limited to:

2.13.1 Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.

2.13.2 Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.

2.13.3 Sweeping speed shall be adjusted to street conditions with a maximum speed of twelve (12) miles per hour. Patterned concrete medians, crosswalks and radius shall be swept at a maximum speed of three (3) miles per hour.

2.13.4 Operate sweepers as close to parked cars or other obstacles as safety allows.

2.13.5 Use common sense and good judgment at all times.

2.14 SWEEPING SCHEDULE

The Contractor shall provide the Town with route maps, and annual schedule for approval. The Contractor shall keep such information current at all times. The Town reserves the right to alter the schedule with seven (7) day notification. The schedule shall include:

1. A sequence and date range to sweep all streets listed in Appendix B and C at the frequency shown.
2. Contingencies for the prevailing weather conditions experienced in Prosper.

2.15 HEAVY DEBRIS FROM CONSTRUCTION OR SANDING OPERATIONS

2.15.1 Construction Debris

On Regular Sweeping Service the dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 200 feet of the construction site. The Contractor shall report construction areas daily to the Inspector.

2.15.2 Sanding Operation Debris

During snow and ice events the Town may apply large quantities of sand for safety. It is not intended that the bulk of this material be removed by Non-Emergency Sweeping Service. When sanding operations begin Regular Sweeping Service shall

be suspended. After the sanding operations have been completed the Town will provide a list of streets to receive Special Nonemergency Services. Once these streets have been cleaned Regular Sweeping Service can resume.

2.16 HANDLING OF DEFICIENCIES

Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) Curb Line mile from the next payment. Failure to correct the deficiency within 24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

2.17 MEASUREMENT FOR PAYMENT

2.17.1 Regular Sweeping Service

This service will be measured for payment by the total number of Lane miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross. Right and left turn lanes shall be measured as lane miles.

2.17.2 Special Sweeping Service:

Special Service will be measured by the actual hours spent sweeping and actual hours traveling time between job sites when sweeping more than one location. A mobilization cost unit will be paid per sweeper for each call out regardless of the number of days to complete the service. The mobilization cost will include the travel time to the job site and return.

2.18 PAYMENT FOR SERVICE:

2.18.1 Regular Service

The Contractor must electronically invoice the Town for the amount of service actually performed. The Contractor invoices shall state the area and units swept and the number of Line Miles swept thereon. If there are any deficiencies, which were not corrected, in the specified time, or units not completed due to adverse weather those areas and/or units shall be invoiced on the next billing cycle. The contractor shall not be paid for sweeps that do not meet schedule. Field Supervisor and vehicle cost will be considered incidental to the work. If Optional Bid Items are used, this will be added to the Regular Service invoice.

2.18.2 Special Service

The Contractor must invoice the Town for all Special service. The invoice must state the type of service (emergency or nonemergency sweep).

2.19 DELIVERY:

It shall be the Contractor's responsibility to meet the Town's delivery requirements, as called for in the Technical Specifications. Town of Prosper reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.20 TAX

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.21 INVOICES AND PAYMENTS

2.21.1 The Contractor shall electronically submit their detailed invoice before payment(s) can be made (ap@prospertx.gov). At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Town bill-to name and contact information
- Town purchase order number
- Invoice number and date
- Date and hours for Special Sweeping
- Pricing per unit of purchase (miles, hours, each)
- Extended price
- Total Amount Due

3.0 PRICE ADJUSTMENTS

The rates set forth in the agreement shall remain effective for the period of one year from the date of commencement of operations under the agreement. Beginning one year after the commencement date, each November rates may be increased or decreased by up to the same percentage increase or decrease, if any, between the DFW CPI-U (DFW Consumer Price Index for all Urban Consumers), all items less energy as published from September to September. For example, an agreement starting in November 2020 will not be subject to a rate adjustment until November 2021. In November of 2021, rate adjustments will be based on CPI numbers for September 2020 to September 2021.

In addition, the above-defined reasonable rates may, at the sole discretion of the Town, be adjusted annually by written agreement between the Town and the

Contractor in the event of regulatory changes in the Contractor's cost of doing business, such as revised laws, ordinances, taxes, fees, or regulations. The Contractor shall provide the Town documents and records in sufficient detail to reasonably establish the necessity of any requested rate adjustment(s) at the time of the request.

All the above-mentioned rate adjustment procedures are agreed to and understood to apply to any and all services provided to commercial and industrial customers as well as residential customers. Rate adjustments may not exceed 5% for any given year.

4.0 DETAILED WORK PLAN

As a part of the proposal the Proposer shall submit a well-conceived service plan to accomplish the Work Objectives. It shall include:

1. Sweeping schedule or an approach to develop the schedule
2. Quality Control plan
3. Template or an approach to required documentation
4. Customer service plan
5. Safety plan

5.0 PROPOSAL WEIGHTED SCORING CRITERIA

Proposals will be evaluated according to the following weighted scoring criteria.

	Scoring Category	Points
1	Cost of Services	60
2	Resources of Contractor to achieve Work Objective (labor, equipment, AVL system, etc.)	15
3	Quality of Detailed Work Plan in achieving the Town's Service Objectives	10
4	Past Performance and Experience in providing Similar Services in DFW Metroplex Area	15
	Total Points	100

Submittal Requirements

Each proposal must follow the submittal requirements described in this section. Any proposal which does not provide the information requested may be eliminated from further

consideration at the discretion of the Town of Prosper. Please upload all documents as a single file/document.

Submissions should be uploaded to the Town's eprocurement portal lonwave as a single complete document. Vendors can register at [Bid Opportunities | Prosper, TX \(prospertx.gov\)](https://prospertx.gov). The **bid must be submitted by 2:00PM CST on January 23, 2024**, via lonwave. The results of the bids will be read at 3:00PM CST and can be attended by using the following link:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Meeting ID: 289 226 797 830
Passcode: bpqZKt
[Download Teams](#) | [Join on the web](#)

In order for your proposals to be considered responsive, the following information should be submitted with your proposal, in the following order:

Section 1: Title Page and Table of Contents

The title page shall include the proposal number, the title and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in contracts. Include a table of contents listing the start page for each section.

Section 2: Detailed Work Plan

Please provide a write up addressing the following;

- a. Sweeping Schedule for the Town, or an approach to develop the schedule
- b. Quality Control Plan
- c. Templates for documentation or an approach to meet required documentation
- d. Customer Service Plan
- e. Safety Plan
- f. The AVL proposed.

Section 3: Appendix A "Contractors Information Report"

Please complete Appendix A (Contractor's Information Report) attached to this RFP and submit with your proposal.

Section 4: Appendix B "Pricing"

Please complete Appendix B, "Pricing".

Appendix A Contractors Information Report

CONTRACTOR'S INFORMATION REPORT

The information provided herein is in conjunction with the bid for Street cleaning and sweeping services for the Town of Prosper, Texas.

Name of Bidder: _____

Address: _____

Town/State/Zip: _____

Contact Name: _____

Title: _____

Telephone No.: _____

Email Address _____

A. EQUIPMENT AND FACILITIES

1. Is your repair and yard facility at the above address? Y _____

2. If NO, state the address of your yard facility. N _____

3. List of Contractor's Sweepers

AVL ID	Manufacturer	Model	Year	Cubic Yard Capacity	Type*	Fuel Type	Owned or Lease	Purchase Date

* Vacuum, Mechanical, Regenerative Air or other

List of Other Equipment

AVL ID	Type of Equipment	Manufacturer	Model	Year	Cubic Yard Capacity	Fuel Type	Owned or Lease	Purchase Date

4. If you were the successful bidder for cleaning and sweeping work in the Town of Prosper, Texas, list the additional equipment that you would purchase to execute this contract.

Equipment to be purchased:

AVL ID	Type of Equip	Manufacturer	Model	Year	Cubic Yard Capacity	Fuel Type	New or Used	Approx Cost

6. Information on Automatic Vehicle Locator (AVL).
- a. Is the AVL hosted by a 3rd party? _____. If yes, the name of the service provider and type of service. _____
 - b. Provide a link to a demo or a screen shot of the service.

B. MUNICIPAL AND STATE SWEEPING EXPERIENCE

1. List all completed municipal and/or state sweeping contracts your company completed between January 1, 2018 and December 31, 2023.

DATES OF SERVICE				
Contracting Entity	From	To	\$ Value of Contract	Date Completed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. List all current municipal and/or state sweeping contracts your company is performing at present. If none, enter none.

DATES OF SERVICE				
Contracting Entity	From	To	\$ Value of Contract	Date Completed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Appendix B Pricing

Item 12.

Regular Sweeping Service								
Bid Item	Days of the Week	Annual Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost	
1	Thoroughfare (45 MPH and above)	All	6	191	Lane Miles	1,200		
2	Secondary (40 MPH and below)	All	6	27	Lane Miles	200		
Section Subtotal								
Special Sweeping Services								
Bid Item	Days of the Week	Annual Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost	
3	Non-Emergency		4	10	Hours	40		
4	Emergency		10	4	Hours	40		
5	Mobilization cost for Non-Emergency		4	1	Each	4		
6	Mobilization cost for Emergency		10	1	Each	10		
Section Subtotal								
Grand Total for Both Sections								

Exhibit C

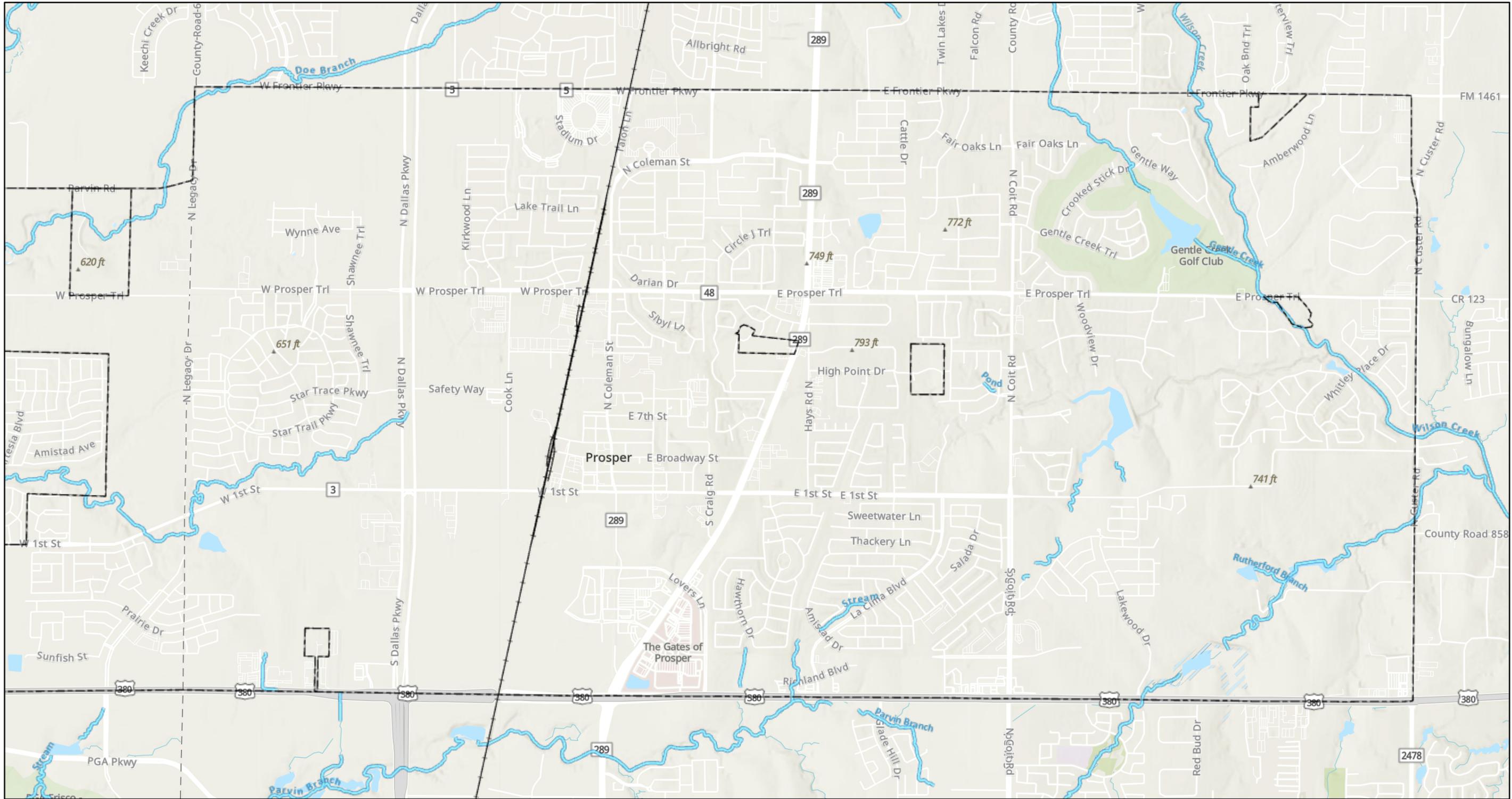
STREET SWEEPING

ROADWAY	START	FINISH	SPEED LIMIT	LANES	MILES	LANE MILE
Custer Road	US 380	Frontier Parkway	50 MPH	6.0	3.00	18.0
US 380	Custer Rd	Lovers	55 MPH	3.0	3.50	10.5
US 380	Lovers	Legacy	55 MPH	3.0	2.10	6.3
Preston Road	US 380	Frontier Parkway	55 MPH	6.0	4.00	20.0
TxDOT Roads 69 Lane Miles						
Frontier Parkway	Preston Road	DNT	45 MPH	6.0	2.00	12.0
Lakewood Drive	US 380	Meadow Dell	25 MPH	3.0	1.00	3.0
Coit Road	US 380	First Street	45 MPH	4.0	1.50	6.0
La Cima	US 380	First Street	40 MPH	4.0	1.30	5.2
Dallas North Toll Road	US 380	Frontier Parkway	50 MPH	4.0	4.00	16.0
Legacy Road	US 380	Westwood	45 MPH	4.0	1.00	4.0
Teel Road	US 380	Parvin Road	45 MPH	2.0	3.00	6.0
Windsong Parkway	US 380	Woodbine Lane	25 MPH	3.0	3.00	9.0
Gee Road	US 380	First St	45 MPH	4.0	1.00	4.0
Gee Road	First Str	FM 1385	45 MPH	2.0	1.00	2.0
First Street	Gee Road	Teel Road	45 MPH	4.0	1.20	4.8
First Street	Teel Road	Village Park	45 MPH	4.0	1.00	4.0
First Street	Village	DNT	45 MPH	4.0	1.50	6.0
Legacy Road	First Street	Star Meadow Drive	35 MPH	2.0	0.70	1.4
Prosper Trail	Legacy Road	DNT	45 MPH	2.0	0.87	1.7
Prosper Trail Parkway	DNT	Coit Road	45 MPH	4.0	3.00	12.0
Prosper Tail Parkway	Coit Road	Custer Road	45 MPH	2.0	2.00	4.0
Cook Lane	Prosper Trail	First Street	35 MPH	3.0	1.00	3.0
First Street	Craig Street	Coit Road	45 MPH	4.0	1.50	6.0
Coleman Road	Prosper Trail	High School	45 MPH	2.0	0.60	1.2
Coleman Road	High School	Preston Road	45 MPH	4.0	1.00	4.0
Lovers Lane	US 380	S Coleman	40 MPH	4.0	1.20	4.8
Richland Blvd	Lovers	S Coleman	40 MPH	4.0	0.60	2.4
South Coleman	Richland	Lovers	40 MPH	4.0	0.30	1.2
Richland	Coit Road	Prosper Commons	45 MPH	4.0	0.30	1.2
Down Town						
Broadway	Coleman	Mckinley	35 MPH	4.0	1.00	4.0
Mckinley	Fifth Street	First Street	25 MPH	2.0	0.50	1.0
Main Street	Fifth Street	First Street	25 MPH	2.0	0.30	0.6

Exhibit D

Roadway Map

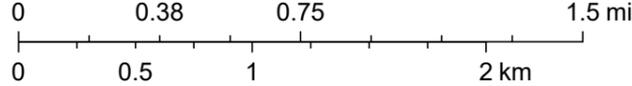
Street Sweeping Bid



October 27, 2023

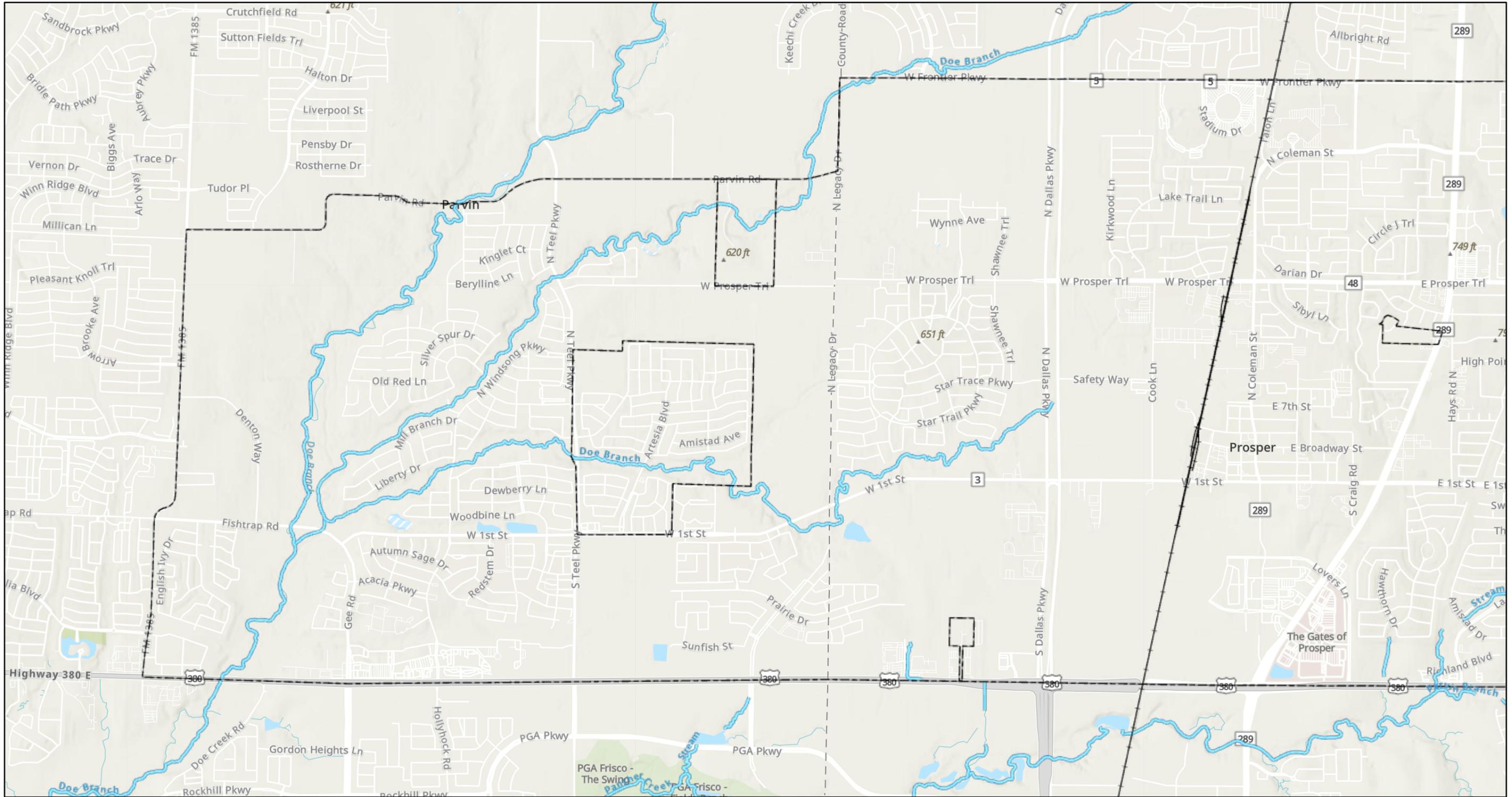
-  Streams
-  Prosper Town Limits
-  TOWN
-  Railroad

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Esri, NASA, NGA, USGS, FEMA, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

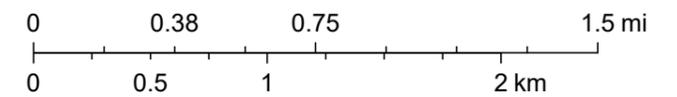
Street Sweeping Bid



October 27, 2023

1:36,112

-  Streams
-  Prosper Town Limits
-  TOWN
-  Railroad



Esri, NASA, NGA, USGS, FEMA, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Exhibit B Pricing

Regular Sweeping Service								
	Bid Item	Days of the Week	Annual Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost
1	Thoroughfare (45 MPH and above)	All	6	191	Lane Miles	1,200	\$49.00	\$58,800.00
2	Secondary (40 MPH and below)	All	6	27	Lane Miles	200	\$49.00	\$9,800.00
Section Subtotal								\$68,600.00
Special Sweeping Services								
	Bid Item		Estimated Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost
3	Non-Emergency		4	10	Hours	40	\$150.00	\$6,000.00
4	Emergency		10	4	Hours	40	\$200.00	\$8,000.00
5	Mobilization cost for Non-Emergency		4	1	Each	4	\$50.00	\$200.00
6	Mobilization cost for Emergency		10	1	Each	10	\$50.00	\$500.00
Section Subtotal								\$14,700.00
Grand Total for Both Sections								\$83,300.00



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 Services Agreement
FM 1461 12-inch Water Line Relocation Project

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Angel Valuation Services, LP, and the Town of Prosper, Texas, related to appraisal services for the FM 1461 12-inch Water Line Relocation project.

Description of Agenda Item:

The project involves replacement of approximately 15,700 linear feet of 12-inch water line on FM 1461 (Frontier Parkway) between Preston Road (SH 289) and Custer Road (FM 2478), ahead of the Texas Department of Transportation (TxDOT) widening from a 2-lane asphalt road to 4 lanes divided (ultimate 6 lanes). The current location of the Town's 12-inch water line is on the south side of FM 1461 adjacent to the existing right-of-way for most of the project limits. Since the proposed roadway widening project will be over or near the existing water line, TxDOT is requiring the water line be relocated outside the limits of the proposed roadway paving.

Since the majority of the existing 12-inch water line is located outside the current TxDOT right-of-way, the Town is eligible to receive reimbursement from TxDOT for expenses related to the water line relocation. Town staff is working with TxDOT on the Standard Utility Agreement that will establish the eligible expenses ratio, currently estimated at 72%. Once the final ratio has been calculated and determined by TxDOT, the Standard Utility Agreement will be presented to the Town Council for consideration.

This contract provides appraisal services to determine the land value for 20 parcels along FM 1461 (Frontier Parkway). Angel Valuation, LP, has not worked directly with the Town of Prosper on a project, but they have worked with other municipalities in the metroplex with positive results. They are also the firm that supplied TxDOT with appraisals for the right-of-way acquisition related to the same project and have the knowledge necessary to successfully perform the work for the Town in a timely manner.

Budget Impact:

The cost for the appraisal services is \$72,000 and the funding source is Account No. 750-5410-10-00-2114-WA. The current estimated cost for construction is \$9,000,000, and the Town's budget for easement acquisition and construction is \$3,000,000. Final amount of reimbursement by TxDOT, currently estimated at 72%, will be outlined in the TxDOT Standard Utility Agreement.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Angel Valuation Services, LP, and the Town of Prosper, Texas, related to appraisal services for the FM 1461 12-inch Water Line Relocation project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Angel Valuation Services, LP, and the Town of Prosper, Texas, related to appraisal services for the FM 1461 12-inch Water Line Relocation project.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ANGEL VALUATION SERVICES, LP
FOR THE FM 1461 12-inch WATER LINE RELOCATION PROJECT (2114-WA)**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional services in connection with the **FM 1461 12-inch WATER LINE RELOCATION PROJECT (2114-WA)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Seventy-Two Thousand Dollars and No Cents (\$72,000)** 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:

Angel Valuation Services, LP
 Kevin D. Angel, MAI, Managing Partner
 3515 Longmire Drive, Suite B #239
 College Station, TX 77845
kangel@angelappraisals.com

Town of Prosper
 Mario Canizares, Town Manager
 PO Box 307
 Prosper, TX 75078
mcanizares@prospertx.gov

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

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

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

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

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

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E - Conflict of Interest Questionnaire and incorporated herein as if written word for word.

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

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

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

20. **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 _____, 2024.

ANGEL VALUATION SERVICES, LP

TOWN OF PROSPER, TEXAS

By: Kevin Angel
Signature

Kevin D. Angel, MAI
Printed Name

Managing Partner
Title

2/12/24
Date

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ANGEL VALUATION SERVICES, LP
FOR THE FM 1461 12-inch WATER LINE RELOCATION PROJECT (2114-WA)**

I. PROJECT DESCRIPTION

TxDOT currently has FM 1461 (Frontier) under design to become a six-lane divided roadway instead of the two-lane asphalt roadway it currently is. As part of the project, the Town needs to relocate an existing 12-inch water line that is currently in a dedicated easement that will be within TxDOT right-of-way and under the roadway paving in some sections. To relocate the existing waterline requires the acquisition of a dedicated water easement and/or temporary construction easement where there will not be adequate room for the line to remain in the TxDOT right-of-way or we can not utilize our existing easement.

II. TASK SUMMARY

Task 1 – Appraisal Reports. Provide Appraisal Reports for twenty (20) referenced properties for the acquisition of permanent and temporary easements for the project.

The Parcels are as follows:

Parcel #	Listed Owner	Property Type
1	Remington Preston LLC	Vacant - Commercial
2-A	Meritage Homes of Texas LLC/Frontier Estates, Ph. 2	Subdivision land
2-B	Meritage Homes of Texas LLC/Frontier Estates, Ph. 3	Subdivision land
3-A	3 A&B Christian Chapel Assembly of God	Vacant
3-B	4 A&B Christian Chapel Assembly of God	Church
4	White R L Living Trust (TCE)	Residential/Agricultural
5	Jianming HE & Cynthia Zheng (TCE)	Residential - large acreage
6	DA Hood Trust (TCE)	Residential - large acreage
7	Scott M & Christy Jo Zuehl (TCE)	Residential
8	Twin Creeks Prosper LLC.	Subdivision land
9	Arshad Niaz	Residential
10	OM Frontier Estates LLC	Subdivision land
11	Amberwood Farms Homeowners Assn Inc (TCE)	Subdivision land
12	Rodney W & Charla Dunn	Residential
13	Luis C & Claudia Nava	Residential
14	Phillip Johnson	Residential
15	Kamboji Abhimanyu (TCE)	Residential
16	QSI Partners LLC (TCE)	Residential
17	Nancy Cashon (TCE)	Residential
18	Prosper Storage LP (TCE)	Self Storage

III. DELIVERABLES

Task 1 – Appraisal Reports

Provide one original and one digital copy of the appraisal report for each parcel referenced above.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ANGEL VALUATION SERVICES, LP
FOR THE FM 1461 12-inch WATER LINE RELOCATION PROJECT (2114-WA)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	February 2024	
Task 1 – Appraisal Reports	April 2024	\$72,000
Total Compensation		\$72,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Parcel No. 1	\$3,500
Parcel No. 2A	\$3,750
Parcel No. 2B	\$3,750
Parcel No. 3A	\$3,500
Parcel No. 3B	\$3,750
Parcel No. 4	\$3,500
Parcel No. 5	\$3,500
Parcel No. 6	\$3,500
Parcel No. 7	\$3,500
Parcel No. 8	\$3,750
Parcel No. 9	\$3,750
Parcel No. 10	\$3,750
Parcel No. 11	\$3,750
Parcel No. 12	\$3,500
Parcel No. 13	\$3,500
Parcel No. 14	\$3,500
Parcel No. 15	\$3,500
Parcel No. 16	\$3,500
Parcel No. 17	\$3,500
Parcel No. 18	\$3,750
Total Basic Services:	\$72,000

Special Services (Hourly Not-to-Exceed)	Amount
None	\$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 SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ANGEL VALUATION SERVICES, LP
FOR THE FM 1461 12-inch WATER LINE RELOCATION PROJECT (2114-WA)

THE STATE OF TEXAS §
COUNTY OF Collin §

I, Kevin Angel, 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.

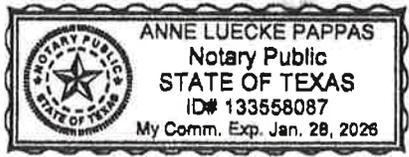
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 12th day of February, 2024.

Kevin Angel
Signature of Official / Title

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

Sworn to and subscribed before me on this 12th day of February, 2024.



[Signature]
Notary Public in and for the State of Texas

My Commission expires: 1/28/2026

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; color: blue;"><i>Angel Valuation Services, LP</i></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; margin-top: 20px;">_____</p> <p style="text-align: center; font-size: 0.8em;">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="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input 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>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> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <p style="font-size: 1.5em; color: blue;"><i>Kevin Angel</i></p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p style="font-size: 1.5em; color: blue;"><i>2/12/24</i></p> <p style="font-size: 0.8em;">Date</p> </div> </div>		



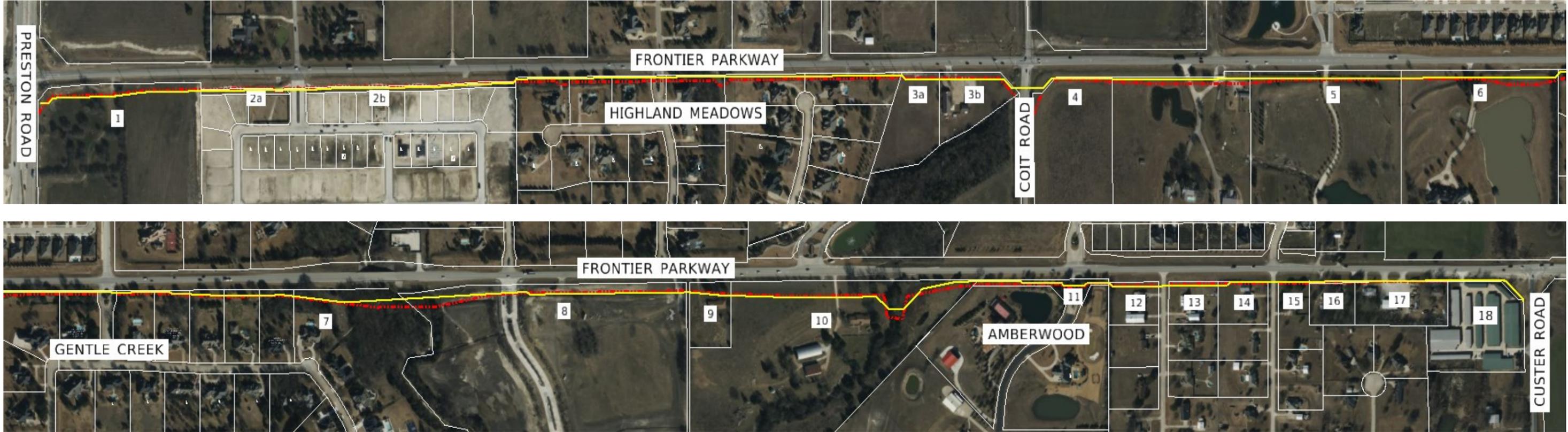
FM 1461 Water Line Easement Acquisition

Overall Location Map

TxDOT PROPOSED ROW LINE -----

PROPOSED WATERLINE ALIGNMENT -----

* TEMPORARY CONSTRUCTION EASEMENT ONLY



PARCEL #	OWNER	PARCEL #	OWNER	PARCEL #	OWNER
1	REMINGTON PRESTON LLC	7*	ZUEHL SCOTT M & CHRISTY JO ZUEHL	15*	KAMBOJI ABHIMANYU
2a	MERITAGE HOMES OF TEXAS LLC/ FRONTIER ESTATES PHASE 2	8	TWIN CREELS PROSPER LLC	16*	QSI PARTNERS LLC
2b	MERITAGE HOMES OF TEXAS LLC/ FRONTIER ESTATES PHASE 2	9	NIAZ ARSHAD	17*	CASHON NANCY
3a	CHRISTIAN CHAPEL ASSEMBLY OF GOD	10	OM FRONTIER ESTATES LLC	18*	PROPSER STORAGE LP
3b	CHRISTIAN CHAPEL ASSEMBLY OF GOD	11*	AMBERWOOD FARMS HOMEOWNERS ASSN INC		
4*	WHITE R L LIVING TRUST	12	DUNN RODNEY W & CHARLA		
5*	HE JIANMING	13	NAVA LUIS C & CLAUDIA		
6*	DA HOOD TRUST	14	JOHNSON PHILLIP		



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 Services Agreement
Legacy (Prairie – First) – 4 Lanes**

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy (Prairie – First) – 4 Lanes project.

Description of Agenda Item:

At the January 23, 2024, Town Council meeting, the Town Council awarded Zachry Construction Corporation the construction contract for the Legacy (Prairie – First) – 4 Lanes project. In conformance with standard practice for governmental entities, the Town of Prosper is contracting with an independent firm for professional construction materials testing and observation services instead of the selected contractor including these services in their proposals.

Construction materials testing and observation services are typically 1% to 5% of a project's construction cost depending on its scope. Geotex Engineering LLC's proposal for construction materials testing and observation services is 3.0% of the CIP project's construction cost. The proposed services will be delivered on an as-needed basis and invoiced based on the actual quantity of work performed during construction. After establishing a fee schedule, the scope of services has been estimated based on standard practices and requirements for materials testing frequencies within the construction industry.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified firms, which included services for Geotechnical Engineering and Material Testing. Geotex Engineering LLC (formerly known as D&S Engineering Labs, Inc.), is included on the approved list and has successfully worked on several projects within the Town of Prosper.

Budget Impact:

The estimated cost for the professional construction materials testing and observation services is \$273,416.00. Funding to be provided from the \$10,000,000 construction budget for the Legacy (Prairie – First) – 4 Lanes project in Account No. 750-6610-10-00-2143-ST. The approved construction contract with Zachary Construction Corporation is \$9,146,215.80 and including the professional construction materials testing and observation services agreement, there is \$580,368.20 remaining in the construction budget.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy (Prairie – First) – 4 Lanes project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy (Prairie – First) – 4 Lanes project.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC
FOR THE LEGACY (PRAIRIE – FIRST) – 4 LANES PROJECT (2143-ST)**

This Agreement for Professional Services, hereinafter called “Agreement,” is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called “Town,” and **GEOTEX ENGINEERING LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called “Consultant,” relative to Consultant providing professional construction materials testing & observation services to Town. Town and Consultant when mentioned collectively shall be referred to as the “Parties.”

WITNESSETH:

WHEREAS, Town desires to obtain professional construction materials testing & observation services in connection with the **LEGACY (PRAIRIE – FIRST) – 4 LANES Project (2143-ST)**, hereinafter called “Project”;

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant’s services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement an amount not-to-exceed **Two Hundred Seventy-Three Thousand, Four Hundred Sixteen Dollars and Zero Cents (\$273,416.00)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. All other not to exceed fees shall be billed monthly based on the units of work that have been 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 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:

Geotex Engineering LLC
 Amy Brothers, P.E., President / Owner
 P.O. Box 855
 Collinsville, TX 76233
ABrothers@geotex-engineering.com

Town of Prosper
 Mario Canizares, Town Manager
 PO Box 307
 Prosper, TX 75078
mcanizares@prospertx.gov

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

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

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

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

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

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

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

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

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

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

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

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

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

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

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

GEOTEX ENGINEERING LLC

TOWN OF PROSPER, TEXAS

By: Amy Irwin Brothers
Signature

By: _____
Signature

Amy Irwin Brothers
Printed Name

Mario Canizares
Printed Name

President
Title

Town Manager
Title

February 14, 2024
Date

Date

Type text here

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC
FOR THE LEGACY (PRAIRIE – FIRST) – 4 LANES PROJECT (2143-ST)**

<<<REFERENCE NEXT 3 PAGES FOR DETAILS>>>

February 5, 2024
Proposal No.: 23-0817-004

Mr. Joshua Cotton
Town of Prosper
jcotton@prospertx.gov

**Subject: Construction Materials Testing Services
Legacy Drive Prosper
Prosper, Texas**

Dear Mr. Cotton:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the extension of Legacy Drive in Prosper, Texas.

This proposal is based on structural and civil bid set plans dated November 2023; geotechnical report by CMJ Engineering dated March 1, 2023.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- ◆ Legacy Drive:
 - ◆ Moisture-conditioned subgrade (72-inches and 12-inches lime stabilized subgrade)
 - ◆ 8-inch flexbase with geogrid at driveways
 - ◆ Portland cement concrete paving
 - ◆ Utility trench backfill
 - ◆ Utility structures
 - ◆ Pedestrian trails

- ◆ Bridge Structure:
 - ◆ Cement stabilized abutment backfill
 - ◆ Straight-sided drilled shaft foundation system (18-inch & 36-inch)
 - ◆ Concrete wingwalls
 - ◆ Reinforced concrete slab
 - ◆ Approach slabs

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. **We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698)(Tex-114-E) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/300 linear feet for each roadway direction, and 1/300 linear feet for trench utility backfill, with a minimum of 3 tests per lift
- Perform sulfate tests on pavement subgrade
- Perform a pH test per 300 feet of spacing or less along each roadway direction
- Determine swell potential every 900 feet spacing or less along each roadway direction
- Perform in-place depth checks at the rate of 1/100 linear feet on lime-treated paving subgrades, and in-place gradations at the rate of 1/300 linear feet.
- Perform compressive strength at the rate of 1/900 linear feet of roadway.

Drilled Shaft Installation

- An engineer or geologist will be onsite on the first day of drilled shaft placement to verify the soil design parameters and to provide assistance if any problems arise during placement.
- Excavation observation of the drilled shafts will include:
 - record the diameter of the drilled shaft
 - record top and bottom pier elevations (information obtained from plans or provided by contractor)
 - record depth to the bearing stratum
 - record penetration into the bearing stratum
 - record if a casing was used
 - record if plumbness is within specification tolerance
 - record horizontal and vertical bars quantity and size
 - record the condition of drilled shaft excavation before concrete placement
 - record the time concrete was placed

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars
 - verify that the installation of forms complies with plans and specifications

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/100 cubic yards of concrete placed for pavement and 5/60 cubic yards for bridge deck, or a fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve
- Perform pavement depth checks by core every 300 feet or less

Structural Steel

- Perform visual observation on welded and bolted connections
- Perform ultrasonic observation on moment or “full-penetration” welded connections

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE’s rate of \$185/hour.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$273,416**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. Services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed.

A Letter of Agreement for your execution will be forwarded to your office upon your approval of this proposal.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,
Geotex Engineering, LLC

Brandon Lowrance

Brandon Lowrance
Chief Estimator

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC
FOR THE LEGACY (PRAIRIE – FIRST) – 4 LANES PROJECT (2143-ST)**

<<<REFERENCE NEXT 3 PAGES FOR DETAILS>>>



Geotex Engineering
 1101 Shady Oaks Dr.
 Denton, Texas
 Phone: 940.735.3433

Budget Estimate for Construction Materials

Testing & Observation Services
Legacy Drive
 Prosper, Texas - 23-0817-004

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	10	each	\$185.00	\$1,850.00
Moisture Density Relations (ASTM D698 - Method C)	2	each	\$200.00	\$400.00
Atterberg Limits (ASTM 4318)	17	each	\$95.00	\$1,615.00
Minus 200 Sieve Analysis	10	each	\$50.00	\$500.00
Sieve Analysis	2	each	\$125.00	\$250.00
Oversized Rock Correction	2	each	\$80.00	\$160.00
Soil pH	7	each	\$70.00	\$490.00
Overburden Swell	3	each	\$85.00	\$255.00
Unconfined compressive strength (soil)	3	each	\$55.00	\$165.00
Sample preparation for lime treated samples	3	each	\$80.00	\$240.00
Lime Depth Checks	40	each	\$20.00	\$800.00
Lime Subgrade Gradations (Tex-101-E)	16	each	\$20.00	\$320.00
Sulfate Content in Soils, Colorimetric Method	5	each	\$105.00	\$525.00
Lime Series, Plasticity Index Method	2	each	\$500.00	\$1,000.00
In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip	100	each	\$20.00	\$2,000.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	202	each	\$20.00	\$4,040.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	83	each	\$20.00	\$1,660.00
Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)	132	hour	\$60.00	\$7,920.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	162	hour	\$60.00	\$9,720.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	48	hour	\$60.00	\$2,880.00
Certified Engineering Soils Technician (Estimated overtime)	75	hour	\$90.00	\$6,750.00
Trip Charge	63	trip	\$50.00	\$3,150.00
Project Manager	38	hour	\$125.00	\$4,750.00
Project Administration	n/a	%	10	\$5,144.00
Estimated Total for Earthwork Services for Paving & Utilities:				\$56,584.00
Concrete Observation & Testing - Paving & Utility Structures				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	340	each	\$25.00	\$8,500.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes cylinder pick up)	275	hour	\$60.00	\$16,500.00
Certified Engineering Concrete Technician (Estimated overtime)	100	hour	\$90.00	\$9,000.00
Core Drilling Machine Fee	1	trip	\$375.00	\$375.00
Hilti Ferroskan (Min. 4 hr. charge)	4	hour	\$125.00	\$500.00
4-inch Diameter or Less, Concrete Cores to 8" depth	7	each	\$75.00	\$525.00
Core Hole Patching	7	each	\$75.00	\$525.00
Engineering Concrete Core Technician	8	hour	\$65.00	\$520.00
Trip Charge	30	trip	\$50.00	\$1,500.00
Project Manager	31	hour	\$125.00	\$3,875.00
Project Administration	n/a	%	10	\$4,182.00
Estimated Total for Concrete Services for Paving:				\$46,002.00

EXHIBIT B (Sheet 2 of 3)

Item 14.

<u>Earthwork Observation & Testing Bridge Structure</u>				
Moisture Density Relations (Tex-114-E)	2	each	\$225.00	\$450.00
Atterberg Limits (Tex-104, 105 & 106-E)	1	each	\$110.00	\$110.00
Minus 200 Sieve Analysis	1	each	\$50.00	\$50.00
In-Place Moisture-Density Tests (Tex-115), Min 3 per trip	40	each	\$20.00	\$800.00
Certified Engineering Soils Technician (Min. 4 hrs. per trip)	65	hour	\$60.00	\$3,900.00
Certified Engineering Soils Technician (Estimated overtime)	16	hour	\$90.00	\$1,440.00
Trip Charge	10	trip	\$50.00	\$500.00
Project Manager	6	hour	\$125.00	\$750.00
Project Administration	n/a	%	10	\$800.00
Estimated Total for Earthwork Services:				\$8,800.00
<u>Concrete Observation & Testing Bridge Structure</u>				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	240	each	\$25.00	\$6,000.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing, forms observation & cylinder pick up)	864	hour	\$60.00	\$51,840.00
Certified Engineering Concrete Technician (Estimated overtime)	50	hour	\$90.00	\$4,500.00
Senior Engineer (PE)	30	hour	\$250.00	\$7,500.00
Trip Charge	90	trip	\$50.00	\$4,500.00
Project Manager	60	hour	\$125.00	\$7,500.00
Project Administration	n/a	%	10	\$8,184.00
Estimated Total for Concrete Services:				\$90,024.00
<u>Drilled Shaft Observations</u>				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	210	each	\$25.00	\$5,250.00
Certified Sr. Engineering Technician (Min. 4 hrs. per trip)	336	hour	\$75.00	\$25,200.00
Certified Sr. Engineering Technician (Estimated overtime)	100	hour	\$112.50	\$11,250.00
Senior Engineer (PE)	16	hour	\$250.00	\$4,000.00
Trip Charge	44	trip	\$50.00	\$2,200.00
Project Manager	39	hour	\$125.00	\$4,875.00
Project Administration	n/a	%	10	\$5,278.00
Estimated Total for Drilled Shaft Services:				\$58,053.00
<u>Structural Steel Observation</u>				
CWI Specialist Visual Observation (Min. 5 hrs. per trip)	40	hour	\$85.00	\$3,400.00
Ultrasonic Inspection (Min. 5 hrs. per trip)	20	hour	\$95.00	\$1,900.00
Material Fee	4	day	\$50.00	\$200.00
Trip Charge	5	trip	\$130.00	\$650.00
Project Manager	5	hour	\$125.00	\$625.00
Project Administration	n/a	%	10	\$678.00
Estimated Total for Structural Steel Services:				\$7,453.00
Project Setup Fee	1	each	\$250.00	\$250.00
Allowance for Sr. Engineer	25	hour	\$250.00	\$6,250.00
				\$6,500.00
Estimated Total for Above Services:				\$273,416.00

SCHEDULED ASSUMPTIONS AND NOTES

Utility backfill completed at a rate of 100 linear feet per day, full depth of trench.
 72-inch moisture conditioning for Legacy Drive completed in 20 days.
 3 trips for flexbase testing at driveway approaches.
 It is assumed 2 bridge columns are completed per day.
 It is assumed no asphalt testing will be required on project.
 Pavement concrete placed at 200 cubic yards per pour, and sidewalk concrete placed at 80 cubic yards per pour.
 The bridge wing walls will be completed in 12 trips.
 Drilled shaft piers for bridge structure completed at a rate of one per day.
 Lime treatment onsite will be performed in 8 days.
 Bridge structure earthwork completed in 8 days.
 Concrete for Legacy Drive placed at 200 cubic yards per day.
 Storm Inlets, and headwalls will be placed at a rate of 3 per pour.
 Sanitary sewer manholes are assumed to be pre-cast.
 Bridge deck concrete placed in 4 sections.
 Concrete for sidewalk will be completed in 6 days.
 Rebar inspections will be for bridge only.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed
 Retesting of any failed tests / observation
 Temporary site curing facility
 Project compliance letter

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply.

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">Geotex Engineering, LLC</p>	<p>Date Received</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; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">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="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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>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="font-size: 0.8em;">Signature (if vendor doing business with the governmental entity)</p>		<p style="text-align: center; font-size: 1.2em;">February 14, 2024</p> <p style="text-align: center; font-size: 0.8em;">Date</p>

LOCATION MAP

Legacy Drive

Prairie Drive to First Street



**Professional Construction
Materials Testing & Observation**

Services Agreement NTE:

\$273,416.00

Recommendation:

Geotex Engineering LLC





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 Services Agreement
Teel Parkway (US 380 - First Street) – 2 NB Lanes

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between ECS Southwest, LLP, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Teel Parkway (US 380 - First Street) – 2 NB Lanes project.

Description of Agenda Item:

At the January 9, 2024, Town Council meeting, the Town Council awarded McMahon Contracting, LP, the construction contract for the Teel Parkway (US 380 - First Street) – 2 NB Lanes project. In conformance with standard practice for governmental entities, the Town of Prosper is contracting with an independent firm for professional construction materials testing and observation services instead of the selected contractor including these services in their proposals.

Construction materials testing and observation services are typically 1% to 5% of a project's construction cost depending on its scope. ECS Southwest, LLP's proposal for construction materials testing and observation services is 1.38% of the CIP project's construction cost. The proposed services will be delivered on an as-needed basis and invoiced based on the actual quantity of work performed during construction. After establishing a fee schedule, the scope of services has been estimated based on standard practices and requirements for materials testing frequencies within the construction industry

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified firms, which included services for Geotechnical Engineering and Material Testing. ECS Southwest, LLP, is included on the approved list and has successfully worked on several projects for the Town of Prosper.

Budget Impact:

The estimated cost for the professional construction materials testing and observation services is \$74,825.00. Funding to be provided from the \$5,608,664.79 construction budget for the Teel Parkway (US 380 - First Street) – 2 NB Lanes project in Account No. 750-6610-10-00-2153-ST. The approved construction contract with McMahon Contracting, LP, is \$5,399,999 and including the professional construction materials testing and observation services agreement, there is \$133,840.79 remaining in the construction budget.

Legal Obligations and Review:

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

Attachments:

1. Professional Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between ECS Southwest, LLP, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Teel Parkway (US 380 - First Street) – 2 NB Lanes project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Construction Services Agreement between ECS Southwest, LLP, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Teel Parkway (US 380 - First Street) – 2 NB Lanes project.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ECS SOUTHWEST, LLP
FOR THE TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional construction materials testing & observation services in connection with the **TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement an amount not-to-exceed **Seventy-Four Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$74,825.00)** for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. All other not to exceed fees shall be billed monthly based on the units of work that have been 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 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:

ECS Southwest, LLP
 Garrett Klingensmith
 1600 Redbud Boulevard, Suite 102
 McKinney, TX 75069
Gklingensmith@ecslimited.com

Town of Prosper
 Mario Canizares, Town Manager
 PO Box 307
 Prosper, TX 75078
mcanizares@prospertx.gov

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

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

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

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

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

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E - Conflict of Interest Questionnaire and incorporated herein as if written word for word.

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

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

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney’s fees (including its reasonable costs and attorney’s fees on any appeal).

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

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

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

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

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

ECS SOUTHWEST, LLP

TOWN OF PROSPER, TEXAS

By: 
Signature
Garrett Klingensmith
Printed Name
Vice President
Title
2/19/2024
Date

By: _____
Signature
Mario Canizares
Printed Name
Town Manager
Title

Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ECS SOUTHWEST, LLP
FOR THE TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)

<<<REFERENCE NEXT PAGES FOR DETAILS>>>

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ECS SOUTHWEST, LLP
FOR THE TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)

<<<REFERENCE NEXT PAGES FOR DETAILS>>>



ECS Southwest, LLP

**COST ESTIMATE FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES**

Town of Prosper - Teel Parkway Expansion

Teel parkway and fish trap road
Prosper, Texas 75078

ECS Cost Estimate Number **19: 14200**

ECS Southwest, LLP
1600 Redbud Boulevard, Suite 102
McKinney, TX 75069
P: 972-392-3222

February 8, 2024





February 8, 2024

Alexis Walker
Town of Prosper
250 West First Street
Prosper, TX 75078

ECS Cost Estimate No. 19:14200

Reference: **Cost Estimate for Construction Materials Engineering and Testing Services
Town of Prosper - Teel Parkway Expansion
Prosper, Texas**

Thank you for selecting ECS based on our qualifications. Based on our understanding that we have been selected, enclosed is our cost estimate for budgeting purposes. Based upon our extensive experience with local construction means and methods, quality assurance, quality control, and building construction in multiple markets in Texas, we offer an unparalleled combination of service and value to your project.

Our staff of professional engineers and certified technicians will provide responsive and professional services to your project team. In addition, our paperless field reporting system will transmit to you and the project team our Project Principal reviewed testing and inspection reports within **24 to 48 hours** of when our actual observation / testing services are performed.

Our local North Texas operation benefits from having nationally accredited in-house geotechnical and construction materials testing laboratories. Our concrete laboratory performs compressive strength testing of concrete and masonry materials. Our soils laboratory performs soil tests including Proctors (moisture/density relationship) tests, Classifications, and California Bearing Ratios among others.

If you have any questions or comments regarding our cost estimate, please do not hesitate to contact us. ***We thank you for the opportunity to submit our cost estimate and look forward to the possibility of helping you on this project.***

Respectfully,
ECS Southwest, LLP

Bhargavarama Keerthipati,
Construction Project Manager
BKeerthipati@ecslimited.com

Mickey J Lawson
Project Principal
MJLawson@ecslimited.com

PROJECT INFORMATION / OVERVIEW

The request for this budget provided by the client identifies the proposed project will consist of the development of the following generalized structures and site features:

- Concrete Pavements of approximately 2,600 linear feet
- Site Utilities: Storm, Sewer, and Water Lines

Our understanding of the required construction materials testing services for this project is based on the following information:

- Geotechnical report by Reed Engineering Group, dated 11/21/2022
- Civil construction documents by Spiars Engineering and Surveying, dated 01/17/2024

SCOPE OF SERVICES

Our construction materials engineering and testing services scope is limited to our providing periodic or continuous testing and/or observations for the construction of the above-noted structures/features of this project. We anticipate that the project general contractor or their designated representative will be scheduling our services on an on-call, as-needed basis. Our general assumptions utilized in the preparation of this cost estimate are provided in a later section.

Unless otherwise directed by the client, items such as *service cancellations while our staff is in transit to the project site or once at the project site, onsite delays and standby time, and failed tests* are not factored into our scope and estimated fees provided with this cost estimate.

We agree to provide an engineering technician(s) or an engineer, as scheduled (see above), to perform our construction materials observation, sampling, and testing services as noted in the following sections. *To most effectively service the client and facilitate the construction process and schedule, we request that our services be scheduled a minimum 24-hours in advance.* We anticipate the following services for this project:

Earthwork

Perform as-scheduled earthwork (soils) observation, sampling, and testing services including:

1. Obtain (pick up) soil samples and perform laboratory soil tests generally including moisture/density relationship (Standard Proctor) tests, soil classification tests (Atterberg Limits and percent finer than the no. 200 sieve) for each requested soil-type. Additional soil testing may be required depending on project-specific requirements.
2. Observe proof-rolling of prepared subgrade areas.
3. Observe placement and compaction of backfill materials (as scheduled)
4. Perform in-place moisture/density tests on placed and compacted soils and prepared subgrades.
5. As requested, periodically observe excavation operations to document removal of unsuitable materials including but not limited to deleterious materials, trash, debris, frozen soil, or stones.

Reinforcing Steel & Cast-In-Place Concrete Structures

Perform as-scheduled observation, sampling, and testing services for concrete placement events including:

1. Observe reinforcing steel layout for size, spacing, cleanliness, length, splices, and positioning.
2. Observe concrete placement, contractor procedures, and limited initial curing.
3. Perform concrete field tests and associated measurements including slump, air content, unit weight, and ambient air & concrete temperature. Sample placed concrete materials.

- Pick up concrete sample cylinders the following workday and transport them to the ECS concrete laboratory for processing, moisture curing, and subsequent compressive strength testing. *Appropriate onsite storage areas (curing boxes, shades, etc.) for initial sample curing and any other field curing of concrete samples shall be provided by the contractor.*

Project Administration, Clerical, & Dispatching

Project Administrators / Clerical Staff will work on the projects as follows:

- Perform Field Services Dispatching.
- Process Field Reports and Laboratory Test Result Reports.
- Perform additional administrative and clerical duties to aid in project execution.

Project Management

Project Managers and Principal Engineers will manage the project as follows:

- Attend the Pre-Construction meeting (if held).
 - Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
 - Process, finalize, and distribute all field and laboratory reports.
 - Manage our project operation and services delivery as well as provide general material engineering consultation.
- Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

ADDITIONAL SERVICES

The following services are not included in the Scope of Services and will be considered as *Additional Services*, if and when they are required, requested, or occur:

- Additional construction material samples for laboratory testing including early test samples or additional sample sets beyond the frequency required in the project documents.
- Services cancellation in transit or at the project site, including all associated staff time and vehicle charges.
- Onsite delays and standby time.
- Failed Tests, including all associated time, materials, and vehicle charges.
- Field (on site) curing facilities and/or storage for the cementitious samples.
- Attendance at construction meetings throughout the duration of the construction process.
- Any additional services not specifically included in the above Scope of Services for this project.

The additional services noted above are not factored into our scope and estimated fees provided with this cost estimate. Unless defined specifically, all additional services will be invoiced at their standard rates (subject to overtime modification, where applicable) shown on the following fee schedule.

ESTIMATED FEES

This estimated fee proposal is the product of careful consideration of information provided to us during preparation of this proposal, as well as necessary assumptions as noted above based on our experience with similar projects where information is incomplete. Our fee for providing these services is expected to not exceed \$75,000.00. In the event that an additional budget is required, we will communicate the change order ahead of time to get the required approval prior to exceeding the budget.

All cancellations and retests will be charged directly to the contractor on a separate contract, which will be issued at a later date.

The number of hours and level of effort that we based our cost estimate on should be considered approximate since it is not based upon a published construction schedule or provided material quantities. In addition, our actual number of hours and tests for this project will ultimately be determined by as-constructed magnitudes and frequencies of installation events as well as the proportion of concurrent events requiring our CMT services. If a construction schedule or material quantities become available, we can review them against our assumptions and be more definitive in our scope and estimated costs.

A summary of the scope of services and our estimated fees for each is provided on the following "Estimated Fees & Total Cost" table. The rates applied to this project and utilized in our fee estimation are provided on the following "Standard Fee Schedule" table. Additions or deletions to our scope of work (estimated quantities) will be adjusted based on the established unit prices provided in this cost estimate for this project.

GENERAL ASSUMPTIONS

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. Backfill for utilities will be completed in 15 days at 300 LF/day.
3. Concrete for pavement areas will be completed in 16 trips assuming 200 Cy/trip.
4. Earthwork for pavement will be completed in 34 trips assuming 600 LF/trip.

ESTIMATED FEES & TOTAL COST

Description	Est. Quantity	Unit	Unit Price	Est. Total
<u>PAVING & SIDEWALK</u>				
Engineering Technician -earthwork	260	hr	\$ 50.00	\$ 13,000.00
Engineering Technician -Concrete	84	hr	\$ 50.00	\$ 4,200.00
Engineering Technician -OT	110	hr	\$ 75.00	\$ 8,250.00
Standard Proctor Moisture/Density Relationship Test	5	ea	\$ 150.00	\$ 750.00
Atterberg Limits Tests	14	ea	\$ 75.00	\$ 1,050.00
Grain Size Analysis Washed	5	ea	\$ 75.00	\$ 375.00
Sulphate Test	2	ea	\$ 80.00	\$ 160.00
Lime Series	2	ea	\$ 250.00	\$ 500.00
Lime Gradation	9	ea	\$ 20.00	\$ 180.00
Lime Depth Checks	9	ea	\$ 20.00	\$ 180.00
Swell Potential Test	6	ea	\$ 100.00	\$ 600.00
Soil Compressive Strength Test	6	ea	\$ 100.00	\$ 600.00
Nuclear Gauge Fee	34	day	\$ 75.00	\$ 2,550.00
Equipment Fee	12	day	\$ 15.00	\$ 180.00
Concrete Cylinders (5 cyl/50 cy)	150	ea	\$ 15.00	\$ 2,250.00
Sample Pick Up	12	ea	\$ 25.00	\$ 300.00
Vehicle Trip Charge	61	ea	\$ 30.00	\$ 1,830.00
			Subtotal:	\$ 36,955.00
<u>UTILITY</u>				
Engineering Technician- Earthwork	120	hr	\$ 50.00	\$ 6,000.00
Engineering Technician- Concrete	96	hr	\$ 50.00	\$ 4,800.00
Nuclear Gauge Fee	15	day	\$ 75.00	\$ 1,125.00
Concrete Cylinders (5 cyl/100 cy)	45	ea	\$ 15.00	\$ 675.00
Equipment Fee	12	day	\$ 15.00	\$ 180.00
Sample Pick Up	12	ea	\$ 25.00	\$ 300.00
Vehicle Trip Charge	39	ea	\$ 30.00	\$ 1,170.00
			Subtotal:	\$ 14,250.00
<u>ENGINEERING/MANAGEMENT</u>				
Project Set Up/Initiation	1	ea	\$ 250.00	\$ 250.00
Administrator/Clerical	9	hr	\$ 60.00	\$ 540.00
Project Manager	40	hr	\$ 120.00	\$ 4,800.00
Principal Engineer	18	hr	\$ 210.00	\$ 3,780.00
			Subtotal:	\$ 9,370.00
TOTAL ESTIMATED COST				\$ 74,825.00

STANDARD FEE SCHEDULE

Description of Services	Notes	Unit Rate
Field Services		
• Engineering Technician		\$ 50.00 / hour
• Senior Engineering Technician		\$ 55.00 / hour
• Structural Steel Technician		\$ 85.00 / hour
• Specialty Technician		\$ 85.00 / hour
• Nuclear Gauge Fee		\$ 75.00 / day
• Concrete Core Drilling – Mobilization		\$ 250.00 / each
• Concrete Core Drilling – Crew		\$ 95.00 / hour
• Equipment Fee		\$ 15.00 / day
• Material Sample Pickup (Concrete, Grout, & Mortar)		\$ 25.00 / trip
• Vehicle Charge		\$ 30.00 / trip
• Mileage (If Applicable)		\$ 0.70 / mile
Project Management & Engineering Services		
• Administrator / Clerical		\$ 60.00 / hour
• Project Manager		\$ 120.00 / hour
• Project Principal		\$ 210.00 / hour
• Concrete Mix Design Review		\$ 250.00 / each
• Certification Letter		\$ 250.00 / each
Laboratory Services		
• Earthwork: Standard Proctor, Moisture / Density Relationship	ASTM D-698	\$ 150.00 / each
• Earthwork: Modified Proctor, Moisture / Density Relationship	ASTM D-1557	\$ 175.00 / each
• Earthwork: Atterberg Limits Tests, Plasticity Index & #200	ASTM D-4318	\$ 75.00 / each
• Earthwork: Washed Sieve Analyses, Percent Passing #200 Sieve	ASTM D-1440	\$ 75.00 / each
• Earthwork: Lime Series	ASTM D-6276	\$ 250.00 / each
• Earthwork: Lime Gradations	ASTM D-6913	\$ 20.00 / each
• Earthwork: Free-Swell Test	ASTM D-4546	\$ 100.00 / each
• Concrete: Cylinders – Compressive Strength	ASTM C-39	\$ 15.00 / each

General Notes

1. There will be **3-hour minimum** for services rendered on this project with the exception of sample pickup; billing will be based on specific unit rates.
2. Hourly unit rates are based on a normal 8-hour work day, Monday through Friday (non-holidays), between normal business hours of 8:00 a.m. to 5:00 p.m. Hourly rates outside normal hours, Saturdays, and same day dispatch call-ins will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Sundays and Federal Holidays will be invoiced at a rate of 2 times the normal hourly rate indicated above.
3. Vehicle charges account for a round trip (mileage expenses only) originating from our local office to the project site.

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 SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ECS SOUTHWEST, LLP
FOR THE TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)

THE STATE OF TEXAS §
COUNTY OF Collin §

I, Garrett Klingensmith, 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.

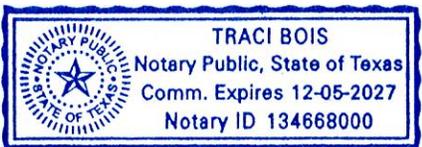
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 20th day of February, 2024.

[Signature] Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Garrett Klingensmith 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 20th day of February, 2024.



[Signature]
Notary Public in and for the State of Texas
My Commission expires: 12-5-27

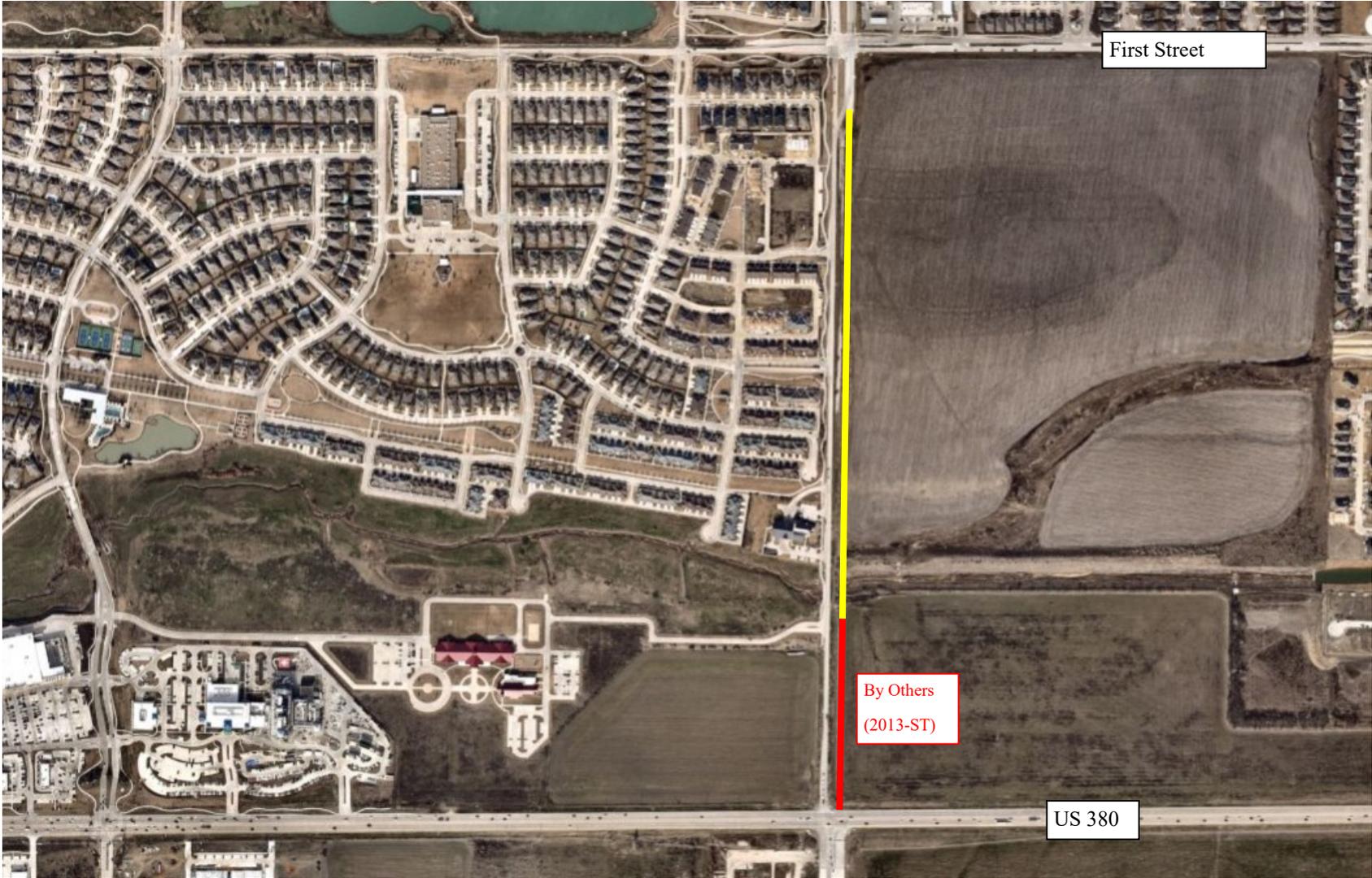
EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</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;">_____</p> <p style="text-align: center; font-size: 0.8em;">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="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input 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>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;"> _____ Signature of vendor doing business with the governmental entity </p>		<p style="font-size: 1.2em;">2/20/2024</p> _____ Date

LOCATION MAP

Teel Parkway

US 380 to First Street





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: Agreement – Star Trail, Phase 5: Street Repairs
(Blue Star Allen Land)

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Agreement between Blue Star Allen Land L.P., and the Town of Prosper, Texas, related to the repairs of certain roadways in Star Trail, Phase 5.

Description of Agenda Item:

In May 2020, the Town of Prosper accepted the public infrastructure in Star Trail, Phase 5. Since the Town's acceptance, several of the roadways have experienced significant movement, resulting in damage to the pavement. Over the past three years, the Town has worked with Blue Star and the pavement contractor Mario Sinacola & Sons, to complete several repairs, including grinding of the street to eliminate standing water in the road as well as crack sealing the pavement in order to stop water from penetrating the subgrade below the pavement.

In 2023, with the conditions of the roadways continuing to decline, the Town conducted a Pavement Distress Investigation and coordinated with Blue Star on recommendations for repairs. Since the recommendation for repairs includes significant removal and replacement of portions of the existing roadways, Town staff requested funding in the FY 2023-2024 budget for the recommended reconstruction. Even though Star Trail, Phase 5 is outside the two-year maintenance bond period, Blue Star has agreed to financially participate in the reconstruction costs.

Budget Impact:

The estimated cost for the road repairs is \$600,000. Per the Agreement, the Town will fund fifty percent (50%) of the actual construction costs. There is \$1,450,000 in Capital Dedicated Funds allocated in Account No. 750-6610-10-00-2325-ST for the Star Trail, Phase 5: Street Repairs project.

Legal Obligations and Review:

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

Attached Documents:

1. Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an Agreement between Blue Star Allen Land L.P., and the Town of Prosper, Texas, related to the repairs of certain roadways in Star Trail, Phase 5.

Proposed Motion:

I move to authorize the Town Manager to execute an Agreement between Blue Star Allen Land L.P., and the Town of Prosper, Texas, related to the repairs of certain roadways in Star Trail, Phase 5.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the Town of Prosper, Texas ("Town"), and Blue Star Allen Land L.P. ("Blue Star"), a Texas limited partnership, relative to the repairs of certain roadways in Phase 5 of Star Trail in the Town:

1. The Town and Blue Star agree and acknowledge that (A) Blue Star developed all phases of Star Trail; (B) the Town inspected public infrastructure associated with Star Trail, Phase 5 in May 2020; (C) after the Town's acceptance of the roadways, several of the roadways in Star Trail, Phase 5 experienced significant ground movement, resulting in significant damage to the pavement and said roadways are in need additional repairs; (E) the Town pursued other remedies with the road contractor relative to necessary repair work; and (F) this Agreement is entered into with the intent of the Parties hereto to provide any and all necessary road repairs.

2. The Town and Blue Star agree to funding the road repairs in Star Trail, Phase 5.

3. The Town and Blue Star agree and acknowledge that the current estimated costs for said road repairs are \$600,000.00, and that the Town and Blue Star will each participate in the actual construction costs for the repairs at fifty percent (50%). Further, it is understood that Blue Star may cost participate with the road contractor for the aforementioned repairs.

4. The roadway repairs referenced herein shall begin within thirty (30) days of execution of this Agreement.

5. The Parties agree that all geotechnical testing and recommendations for repairs shall be provided by Rone Engineering.

6. The Parties agree and acknowledge that the provisions of this Agreement are not subject to the municipal participation limits referenced in Section 212.072(b)(1) of the Texas Local Government Code, as amended.

7. This Agreement shall be binding on the Parties.

8. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the Parties, the Parties agree to submit such disagreement to mediation.

9. The Town Manager is duly authorized by the Town Council to execute this Agreement on behalf of the Town. Further, the individual executing this Agreement on behalf of Blue Star is duly authorized to do so and to bind Blue Star to the same.

THIS AGREEMENT IS EFFECTIVE AS OF THE LAST DATE OF EXECUTION

BY THE PARTIES, AS LISTED BELOW.

APPROVED:

TOWN OF PROSPER, TEXAS

Mario Canizares, Town Manager

Date

APPROVED:

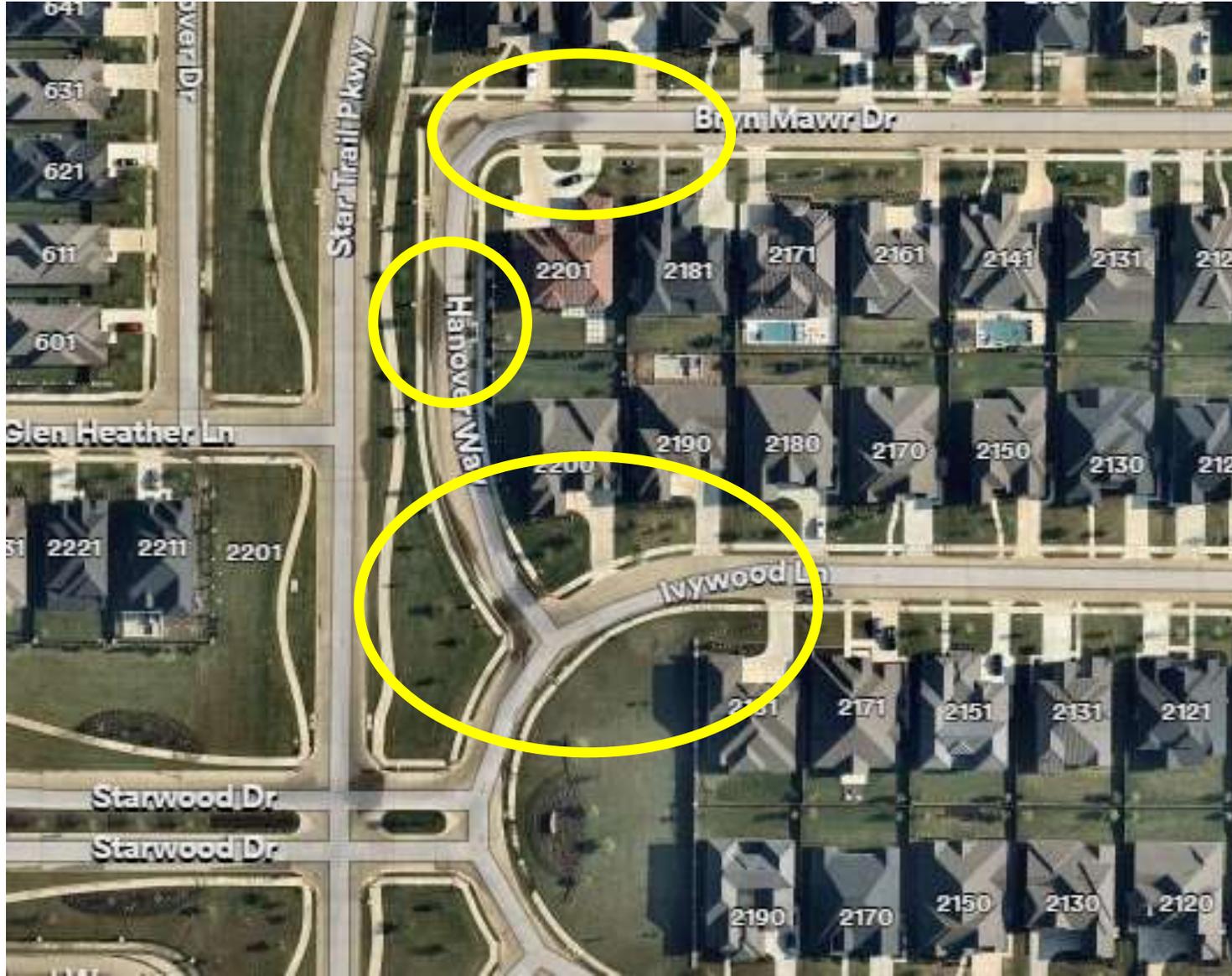
BLUE STAR ALLEN LAND L.P.,
a Texas limited partnership

By: Blue Star Investments, Inc.,
its general partner

By: 

Name: Joe Hickman
Title: Vice President
Date: 2/08/2024

Star Trail, Phase 5 – Road Repairs





FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Construction Management Services Award - Raymond Park

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider authorizing the Town Manager to enter into a Professional Services Agreement with Peak Program Value (PPV) for Construction Management Services for Raymond Park.

Description of Agenda Item:

The Town has traditionally constructed new facilities including parks using a Construction Manager at Risk (CMAR) approach with a Guaranteed Maximum Price (GMP). Under this approach, both the architect/engineer and the General Contractor are chosen in advance allowing them to collaborate with each other on the design and construction. While this approach often speeds project completion and helps teams anticipate problems resulting in a better product, it does not have a competitive sealed bid aspect that provides the Town and its taxpayers the assurance that they are receiving the best possible pricing for the project.

To address this concern many governments will utilize an independent expert to participate in the generation of the GMP including reviewing bids of the subcontractors and reviewing general contractor expenses. The Town utilized PPV for these services for Town Hall, Police Headquarters and Central Fire Station. In these past projects, PPV's role ended with the award of the GMP and payments to the General Contractor were made based on AIA forms showing percentage of completion.

Given that the GMP, is a cost plus arrangement PPV was asked to propose not just to provide GMP services but to take the project through completion to ensure that the Town will only pay for the actual costs incurred on the contract. PPV's involvement through the contract will also provide expert independent oversight of construction progress of this major park facility.

Budget Impact:

Cost of these services is \$141,750 which will be paid from the Raymond Park project budget (750-6610-10-00-2122-PK).

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. Proposed Professional Services Agreement

Town Staff Recommendation:

Town staff recommends Town Council authorize the Town Manager to enter into an agreement with Peak Program Value. At the end of construction, staff will be evaluating the value added for the additional services compared to the more limited GMP services utilized in the past.

The proposal was presented to the Parks and Recreation Board and the Finance Subcommittee. Both groups have recommended it to the Town Council for consideration.

Proposed Motion:

I move to authorize the Town Manager to enter into a Professional Services Agreement with Peak Program Value for construction Management Services for Raymond Park.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

This Agreement for Professional Consulting 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 Peak Program Value, LLC, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional consulting services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional consulting services in connection with the **Raymond Park Project**, 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 Fees** 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. **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 Forty-one Thousand Seven Hundred and Fifty Dollars (\$ 141,750) for the Project as set forth and described in **Exhibit A – Scope of Services & Fees** 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, if any are authorized in the future, 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.

4. **Prompt Performance by Consultant.** Consultant shall perform all duties and services in accordance with **Exhibit B – Schedule**, 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.

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 Consultant's personnel, or any personnel, professionals and/or consultants retained by Consultant, Consultant shall promptly propose substitutes to whom Town has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant'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:

Peak Program Value, LLC
4450 Arapahoe Avenue Suite 100
Boulder, CO 80303
csquadra@peakprogramvalue.com

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

PEAK PROGRAM VALUE, LLC

TOWN OF PROSPER, TEXAS

By: 

Signature

By: _____
Signature

Chris Squadra
Printed Name

Mario Canizares
Printed Name

Partner
Title

Town Manager
Title

February 19, 2024
Date

Date

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT

(Consultant's Scope of Services and Compensation are Attached Hereto)

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 19 FEB 2024

Printed on 2/19/2024 at 11:30

Item 17.

Service Item #	Description	Level of Service
1.0	Preconstruction	Not w/This PSA
2.0	Construction	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems	
1.0	Cost Management Options Review	✓
2.0	Schedule Management Options Review	✓
3.0	Information Management Options Review	✓
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓
.1	Budgets Against Commitments	✓
.2	Proposed Change Orders	✓
.3	Pending Commitments	✓
.4	GC, Design Team, and Consultant Contract Changes	✓
.5	Contingency Use Log(s)	✓
.6	Commitments vs. Budget	✓
.7	Payments vs. Commitments	✓
5.0	Set Up Buyout Savings Tracking Process with GC	✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓
7.0	Review Project Controls Systems with Team	✓
8.0	Project Controls Systems Training for Architect & Owner Team	✓
	One Time Tasks - Set Up Project Controls & Information Management Systems	
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management	
1.0	Ongoing Cost Management	✓
2.0	Ongoing Schedule Management	✓
3.0	Ongoing Information Management	✓
4.0	Meetings During Construction:	
.1	Project Executive	Monthly
.2	Senior Project Manager	
.3	Project Manager	4X per Month
.4	Assistant PM	
5.0	Review Project Status & Interview Team Members	✓
6.0	Read Weekly Meeting Minutes & Status Logs	✓
7.0	Reporting to Owner	4X per Month
8.0	Review Applications for Payment Monthly:	✓
.1	Note Compliance with the Contract and Standards of the Industry	✓
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓
.3	Review Appropriateness of Contingency Reallocations	✓

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 19 FEB 2024

Printed on 2/19/2024 at 11:30

Item 17.

Service Item #	Description	Level of Service
.4	Validate Proper Documentation of Expenditures	✓
.5	Track Use of Allowances	✓
.6	Track Invoices for Furnishings & Equipment	✓
.7	Confirm Buyout Savings Status	✓
9.0	Update Owner's Budget	✓
10.0	Maintain and Update Project Budget Tracking System	✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	✓
12.0	Establish Schedule Tracking Procedures	✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	5.0%
	(5.0% CO Max is Calculated on Contract without Owner's Owner's Contingency Line Included)	
	(Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)	
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below	
	Ongoing Project Control Services - Cost, Schedule & Information Management	
2.C	Owner Stakeholder Management	
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required	These Services to be Provided by the Town of Prosper (KB)
2.0	Maintain a Single Point of Project Contact for the Owner Team	
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad -hoc Committees	
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	
7.0	Coordinate Design, Approval & Placement of Project Signage	
7.0	Serve as the Owner's Point of Contact during Construction	
8.0	Conduct Construction Update Meetings at Construction Sites	
2.D	Quality Management	
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	✓
5.0	Review Results from Geotechnical Investigations	✓
6.0	Review Contractor's Quality Control Plan	✓

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 19 FEB 2024

Printed on 2/19/2024 at 11:30

Item 17.

Service Item #	Description	Level of Service
7.0	Provide Oversight of Owner's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	✓
9.0	Coordinate Owner Staff Review of Submittals Where Required	By ToP (KB)
10.0	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	By ToP (KB)
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	By ToP (KB)
12.0	Coordinate Owner's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	By Dunaway
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	By Dunaway
14.0	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Required
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Required
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System	✓
17.0	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	By ToP (KB)
2.E	Support Services for Other Owner Project Management Responsibilities	
1.0	Issue "Notices to Proceed" on Appropriate Phases	✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	By Dunaway
	Support Services for Other Owner Project Management Responsibilities	
	Construction Services: Assumes 01 MAR 2024 to 31 MAY 2025 (15 Months)	9,450
	Construction Services Fees for Project (Total Fee)	141,750

3.0	Task Order Clarifications & Exclusions	
3.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
3.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
3.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
3.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
3.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
3.6	Fees for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
3.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
3.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
3.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

**EXHIBIT B
SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

(Project Schedule is Attached Hereto)

TOWN OF PROSPER'S RAYMOND PARK

GMP #1 AMENDMENT ATTACHMENT B - SCHEDULE

PPV 08 FEB:
Storm sewer submittals & materials orders are pending new storm sewer design.

After receipt of final plans schedule is:

- Submittals from sub = 2 weeks
- Submittal review = X weeks
- Material lead time = 4 weeks
- Current delay = 6 + X weeks

Work Element	February	March	April	May	June	July	August	September
GMP # 1 Activities								
Notice to Proceed w/GMP 1 - 19 DEC 2024								
Erosion Control								
Tree protection/ Temporary fence								
Demo / Earthwork								
Utilities - Storm Sewer								
Paving and Firelane with Lime								
Electrical								
Irrigation Sleeving								
GMP # 1 Substantial Completion - 31 JUL 2024								
GMP # 1 Punchlist Completion								
GMP # 1 Final Completion/City Acceptance 31								
GMP # 2 Activities (If Approved by the City)								
Notice to Proceed w/GMP #2 - 05 MAR 2024								
Erosion Control								
Tree Protection/ Temporary Fence								
GMP #2 Construction Work								
Electrical (Long Lead Items from GMP # 01)								
GMP # 2 Substantial Completion - 31 JAN 2025								
GMP # 2 Punchlist Completion								
GMP # 2 Final Completion/City Acceptance 28 FEB								

PPV 08 FEB:
Paving & lime delay matches utilities delay.

PPV 18 DEC:
Moves to 19 MAR to match new design schedule.

PPV 08 FEB:
Moves to 24 APR based on new design schedule to incorporate City comments

PPV 18 DEC:
Adjusts out two weeks to reflect impact of new 19 MAR NTP date.

PPV 08 FEB:
Adjusts out five (5) weeks to reflect impact of new 24 APR 2024 NTP date = 07 APR 2025 Final Completion

PSA Exhibit B - Schedule
(Continued)

GMP #1 AMENDMENT
ATTACHMENT B - SCHEDULE

Work Element	October	November	December	January	February
GMP # 1 Activities					
Notice to Proceed w/GMP 1 - 19 DEC 2024					
Erosion Control					
Tree protection/ Temporary fence					
Demo / Earthwork					
Utilities - Storm Sewer					
Paving and Firelane with Lime					
Electrical					
Irrigation Sleeving					
GMP # 1 Substantial Completion - 31 JUL 2024					
GMP # 1 Punchlist Completion					
GMP # 1 Final Completion/City Acceptance 31 AUG					
GMP # 2 Activities (If Approved by the City)					
Notice to Proceed w/GMP #2 - 05 MAR 2024					
Erosion Control	█	█	█	█	
Tree Protection/ Temporary Fence	█	█	█	█	
GMP #2 Construction Work	█	█	█	█	
Electrical (Long Lead Items from GMP # 01)	█	█	█	█	
GMP # 2 Substantial Completion - 31 JAN 2025					
GMP # 2 Punchlist Completion					
GMP # 2 Final Completion/City Acceptance 28 FEB					

PPV 18 DEC:
Moves to 19 MAR
to match new design
schedule.

PPV 08 FEB:
Moves to 24 APR
based on new design
schedule to incorporate
City comments

PPV 18 DEC:
Adjusts out two weeks
to reflect impact of new
19 MAR NTP date.

PPV 08 FEB:
Adjusts out five (5) weeks to reflect impact of new
24 APR 2024 NTP date = 07 APR 2025 Final Completion

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. The Town and the Consultant acknowledge that such Worker's Compensation and Employer's Liability insurance is not required to be provided, as the Consultant is a partnership without any employees.
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. The Town and the Consultant acknowledge that such Professional Liability insurance is not required, given the nature of the Consultant's services.

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. 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.

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. Not required; see above.~~

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. Not Used.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</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;">_____</p> <p style="text-align: center;">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="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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>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;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Professional Services Agreement – Gray Event Management

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Gray Event Management for recreation program instructor services.

Description of Agenda Item:

As part of the programming objectives for the Recreation Division, different programs and classes are offered to the community throughout the year. For these programs to run successfully, Town staff hire instructors to teach the classes. Before entering into a contract with these professionals, different factors are taken into consideration. As part of the Professional Services Agreement, the instructor agrees to retain a portion of the revenue and the remainder of the revenue is retained by the Town. There are varying percentages used, based on the type of program and supplies either provided by the Town or the instructor.

Per the Town's joint use agreement with Prosper ISD, instructional tennis classes are hosted at the Reynolds Middle School tennis courts, at no cost to the Town. This agreement also granted the Town the right to charge third parties a reasonable fee for participation in the recreational activities. The Town offers a tennis program for ages 5 through 14 and adults. These programs are run throughout the calendar year during the evening and Saturday mornings. Per this Professional Services Agreement, the Town will retain 30 percent (30%) of the total revenue collected during the registration process. In FY 2022-2023, total program revenue brought in was \$99,381. The Town paid Gray Event Management \$69,567 (70%) and retained the remaining \$29,814 (30%).

This item was presented to the Parks and Recreation Board during their February 8, 2024, meeting. The Board recommended moving forward with the agreement.

Budget Impact:

Town staff estimates the amount of revenue to be collected from program registrants to equal \$94,000 in FY 2023-2024. Per the proposed agreement, \$65,000 (70%) will be paid to Gray Event

Management, leaving \$29,000 (30%) in net revenue for the Town. The \$65,000 will be funded from the Recreation Activities Account 100-5995-60-03. The \$29,000 in revenue will be applied to the Park Program Fees Account 100-4058-60-00.

Item 18.

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. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends approval to authorize the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Gray Event Management for recreation program instructor services.

Proposed Motion:

I move to approve authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Gray Event Management for recreation program instructor services.



CONTRACT INSTRUCTOR AGREEMENT

Section 1: Name, Bad Dawg Tennis (dba), Gray Event Management LLC
 whose address is, 6010 Osage Pl city/state/zip Frisco, TX 75034
 (hereinafter referred to as "Instructor"), will provide the following classes to the Prosper Parks and Recreation Department.

Program Name: 1) Tennis Instruction
 2) _____
 3) _____

Program Description: offer tennis classes to Prosper youth & adults
 Program Site: Reynolds Middle School

- Section 2:** The **Instructor** will perform all program classes in accordance with the following conditions:
- 1) The **Instructor** will be responsible for the instruction of all classes.
 - a) Instructor must arrive 15 minutes before class time.
 - b) Instructor is responsible for basic clean up.
 - c) Instructor must be present until every participant is picked up. Parent/Guardian **MUST** come to the door.
 - d) Instructor is responsible to store all materials on their own. If this is not possible, this must be communicated to PARD staff 48 hours before the beginning of the program.
 - e) All Instructors/Substitutes must subdue to a Town of Prosper background check 48 hours before program begins.
 - 2) The **Instructor** will pay the town 30% of the program's revenue (an addendum will be attached if any variances). The **Instructor** will make payment to the Town after the Town receives an invoice from the **Instructor** and it is verified with registration reports.
 - 3) The **Instructor** understands that a multi-child discount will be made available during registration, not to exceed \$5 per additional child registered.
 - 4) The Instructor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of TITLE VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and 1974. In addition, the **Instructor** will comply with all local, state and federal laws.
 - 5) All **Instructors** and substitute instructors must be at least 18 years of age as required by Texas Law.

Section 3: The **Instructor** agrees to adhere to the rules and regulations of the Parks and Recreation Department and understands that the Town may cancel the *Contract Instructor Agreement* for any violation by the **Instructor** or in the best interest of the Town of Prosper as determined by the

Recreation Manager or designee. The **Instructor** shall abide by the Policies and Procedures set forth by the Parks and Recreation Department.

Section 4: This proposal is subject to the following special conditions: the number of students in each class and the fee for the class will be determined by the **Instructor**, subject to applicable review by Town Representative.

Section 5: The **Instructor** agrees to indemnify, defend and hold harmless, and hereby releases, the Town of Prosper, its representatives, employees and agents, from any and all claims, damages or causes of action arising from the performance or non-performance of this contract or related in any way thereto.

Section 6: The **Instructor** agrees to provide services for the period of commencing (dates/times per attachment).

Section 7: The **Instructor** understands that if this proposal is accepted by the Town, either party may terminate this agreement without cause by providing 30 days written notification to the other party, and neither party shall be required to continue its performance hereunder.

Section 8: Should **Instructor** breach this contract, the contract may be terminated by the Town immediately upon such breach by giving the **Instructor** three (3) days notice prior to the date of termination.

Section 9: Should this *Contract Instructor Agreement* be terminated under either section 7 or 8 of said contract, or by operation of the law, the termination shall not constitute a waiver or relinquishment of any claims or causes of action either party may have pertaining in any way said contracts while it was in effect.

Section 10: This agreement shall be governed by the laws of the State of Texas.

Section 11: Instructor or assistant will not be employed by the Town of Prosper and shall not be considered Town employees in the performance of this contract.

Reviewed By:

Town Representative Date

Agreed By: David W. Gray 1/17/24
Contract Instructor Signature Date

6010 Osage Pl
Address

FRISCO TX 75034
City State Zip

469-774-4560
Contact Phone #'s

[REDACTED]
Social Security Number



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Professional Services Agreement – Soccer Sparks LLC

Town Council Meeting – February 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Soccer Sparks, LLC, for recreation program instructor services.

Description of Agenda Item:

As part of the programming objectives for the Recreation Division, different programs and classes are offered to the community throughout the year. For these programs to run successfully, Town staff hires instructors to teach the classes. Before entering into a contract with these professionals, different factors are taken into consideration. As part of the Professional Services Agreement, the instructor agrees to retain a portion of the revenue and the remainder of the revenue is retained by the Town. There are varying percentages used, based on the type of program and supplies either provided by the Town or the instructor.

The Town offers a soccer program for ages 2 through 9. These programs are run throughout the calendar year during the afternoon and evening at Folsom Elementary. Per this Professional Services Agreement, the Town will retain 30 percent (30%) of the total revenue collected during the registration process. In FY 2022-2023, total program revenue brought in was \$41,671. The Town paid Soccer Sparks, LLC, \$29,170 (70%) and retained the remaining \$12,501 (30%).

This item was presented to the Parks and Recreation Board during their February 8, 2024, meeting. The Board recommended moving forward with the entity.

Budget Impact:

Town staff estimates the amount of revenue to be collected from program registrants to equal \$42,000 in FY 2023-2024. Per the proposed agreement, \$29,400 (70%) will be paid to Soccer Sparks, LLC, leaving \$12,600 (30%) in net revenue for the Town. The \$29,400 will be funded from the Recreation Activities Account 100-5995-60-03. The \$12,600 in revenue will be applied to the Park Programs Fee Account 100-4058-60-00.

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. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends approval to authorize the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Soccer Sparks, LLC, for recreation program instructor services.

Proposed Motion:

I move to approve authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Soccer Sparks, LLC, for recreation program instructor services.



PARKS & RECREATION

CONTRACT INSTRUCTOR AGREEMENT

Section 1: Name, Soccer Sparks LLC

whose address is, 928 Middle Cove Dr. city/state/zip Plano, TX 75023
(hereinafter referred to as "**Instructor**"), will provide the following classes to the Prosper Parks and Recreation Department.

Program Name: 1) Soccer Sparks
2) _____
3) _____

Program Description: Soccer skills and child physical development classes

Program Site: Frontier Park

- Section 2:** The **Instructor** will perform all program classes in accordance with the following conditions:
- 1) The **Instructor** will be responsible for the instruction of all classes.
 - a) Instructor must arrive 15 minutes before class time.
 - b) Instructor is responsible for basic clean up.
 - c) Instructor must be present until every participant is picked up. Parent/Guardian **MUST** come to the door.
 - d) Instructor is responsible to store all materials on their own. If this is not possible, this must be communicated to PARD staff 48 hours before the beginning of the program.
 - e) All Instructors/Substitutes must subdue to a Town of Prosper background check 48 hours before program begins.
 - 2) The **Instructor** will pay the town 30% of the program’s revenue (an addendum will be attached if any variances). The **Instructor** will make payment to the Town after the Town receives an invoice from the **Instructor** and it is verified with registration reports.
 - 3) The **Instructor** understands that a multi-child discount will be made available during registration, not to exceed \$5 per additional child registered.
 - 4) The Instructor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of TITLE VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and 1974. In addition, the **Instructor** will comply with all local, state and federal laws.
 - 5) All **Instructors** and substitute instructors must be at least 18 years of age as required by Texas Law.

Section 3: The **Instructor** agrees to adhere to the rules and regulations of the Parks and Recreation Department and understands that the Town may cancel the *Contract Instructor Agreement* for any violation by the **Instructor** or in the best interest of the Town of Prosper as determined by the



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 a Wireless Communications and Support
Structure on Lakewood Preserve, Block A, Lot 1**

Town Council Meeting – February 27, 2024

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

Agenda Item:

Consider and act upon an ordinance granting a Specific Use Permit for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road. The property is zoned Planned Development-87 (PD-87) Lakewood. (ZONE-23-0036)

Description of Agenda Item:

On January 23, 2024, the Town Council approved the proposed Specific Use Permit by a vote of 6-0 (Councilmember Cotten absent).

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 for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road.

Proposed Motion:

I move to approve/deny an ordinance granting a Specific Use Permit for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road.

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 WIRELESS COMMUNICATIONS AND SUPPORT STRUCTURE ON A TRACT OF LAND CONSISTING OF 0.1 ACRE, MORE OR LESS, IN THE JAMES STONE SURVEY, ABSTRACT NO. 847, 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 Anthemnet ("Applicant") for a Specific Use Permit (SUP) for a Wireless Communications and Support Structure, on a tract of land zoned Planned Development-87 (PD-87), consisting of 0.1 acre of land, more or less, in the James Stone Survey, Abstract No. 847, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A-1," and Exhibit "A-2," 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) for a Wireless Communications and Support Structure, on a tract of land zoned Planned Development-87 (PD-87), consisting of 0.1 acre of land, more or less, in the James Stone Survey, Abstract No. 847, in the Town of Prosper, Collin County, Texas, and being more particularly described in 1) the Property Legal Description, Exhibit

“A-1,” and 2) Survey, Exhibit “A-2,” 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,” 2) the Landscape Plan & Screening Plan, attached hereto as Exhibit “C,” and 3) the Façade Plan, attached hereto as Exhibit “D,” which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. Town Council approval of a lease agreement to allow for the use of facilities on Town property.

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 27TH DAY OF FEBRUARY, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Exhibit A-1**(Property Legal Description)**

EXHIBIT "A" 50' X 50' LEASE AREA (AS-SURVEYED)

Being a certain portion of that certain tract of land owned now or formerly by Town of Prosper, having a Collin County Assessor Parcel ID: 2759846, being part of the James Stone Survey, Abstract No. 847, said Collin County, Texas, and being more particularly described as follows: Commencing at a magnail found in concrete near the East side of Coit Road, having Texas North Central State Plane Coordinates of N:7134081.97 E:2498290.56; thence N 57°07'52" E leaving said right-of-way line a distance of 356.75 feet to a 5/8" rebar set and the Point of Beginning; thence N 00°07'46" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°52'14" E a distance of 50.00 feet to a 5/8" rebar set; thence S 00°07'46" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°52'14" W a distance of 50.00 feet to the Point of Beginning. Said above-described Lease Area contains 2,500.0 square feet or 0.06 acres, more or less.

SURVEYOR'S NOTES

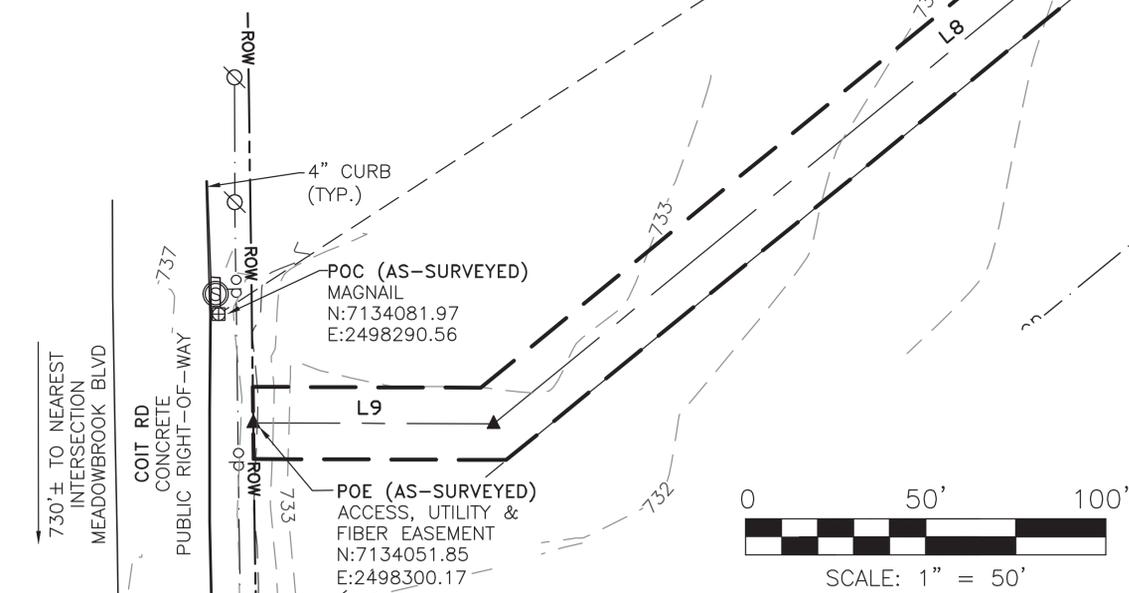
- This is a Zoning Site survey, made on the ground under the supervision of a Texas Registered Land Surveyor. Date of field survey is November 27, 2023.
- The following surveying instruments were used at time of field visit: Topcon GM-55 and Topcon Hiper SR G.P.S. receiver, (R.T.K. network capable).
- Bearings are based on Texas North Central State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID DF8982. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
- This survey was conducted for the purpose of a Zoning Site survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted without the benefit of an Abstract Title search.
- Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.

LINE	BEARING	DISTANCE
L1	N 57°07'52" E	356.75'
L2	S 89°52'14" W	50.00'
L3	N 00°07'46" W	50.00'
L4	N 89°52'14" E	50.00'
L5	S 00°07'46" E	50.00'
L6	S 89°52'14" W	25.00'
L7	S 00°06'47" E	22.54'
L8	S 50°55'15" W	319.67'
L9	N 89°46'17" W	66.91'±

POB (AS-SURVEYED)
 50' X 50' LEASE AREA
 2,500.0 SQ. FT.±
 0.06 ACRES±
 5' LANDSCAPE BUFFER
 3600.0 SQ.FT.±
 0.08 ACRES±
 N:7134275.58
 E:2498590.20

POB (AS-SURVEYED)
 ACCESS, UTILITY &
 FIBER EASEMENT
 8,182.5 SQ. FT.±
 0.19 ACRES±
 N:7134275.64
 E:2498615.20

PARENT TRACT
 PARCEL ID:2759846
 CITY OF PROSPER
 INST. NO.
 20170622010003020



50' X 50' LEASE AREA (AS-SURVEYED)

Being a certain portion of that certain tract of land owned now or formerly by City of Prosper, having a Collin County Assessor Parcel ID: 2759846, being part of the James Stone Survey, Abstract No. 847, said Collin County, Texas, and being more particularly described as follows: Commencing at a magnail found in concrete near the East side of Coit Road, having Texas North Central State Plane Coordinates of N:7134081.97 E:2498290.56; thence N 57°07'52" E leaving said right-of-way line a distance of 356.75 feet to a 5/8" rebar set and the Point of Beginning; thence N 00°07'46" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°52'14" E a distance of 50.00 feet to a 5/8" rebar set; thence S 00°07'46" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°52'14" W a distance of 50.00 feet to the Point of Beginning. Said above-described Lease Area contains 2,500.0 square feet or 0.06 acres, more or less.

5' LANDSCAPE BUFFER (AS-SURVEYED)

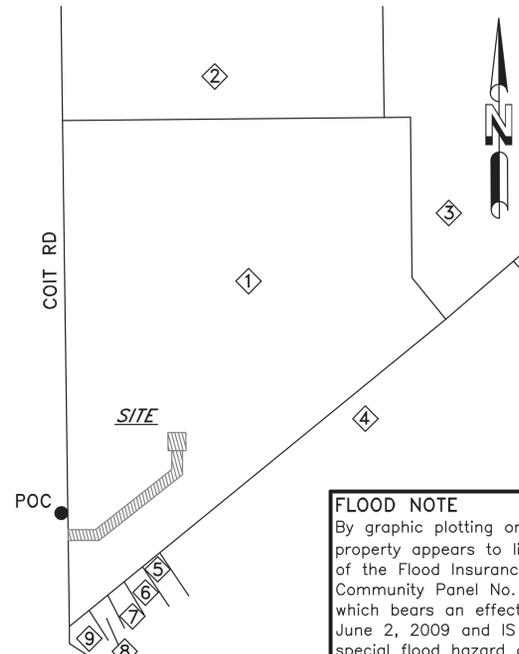
Being a certain portion of that certain tract of land owned now or formerly by City of Prosper, having a Collin County Assessor Parcel ID: 2759846, being part of the James Stone Survey, Abstract No. 847, said Collin County, Texas, and being more particularly described as follows: Commencing at a magnail found in concrete near the East side of Coit Road, having Texas North Central State Plane Coordinates of N:7134081.97 E:2498290.56; thence N 57°07'52" E leaving said right-of-way line a distance of 356.75 feet to a 5/8" rebar set and the Point of Beginning of a Landscape Buffer being 5 feet in width and being bounded by a line 5 feet left of and parallel to the following described bounding line; thence N 00°07'46" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°52'14" E a distance of 50.00 feet to a 5/8" rebar set; thence S 00°07'46" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°52'14" W a distance of 50.00 feet to the Point of Beginning. Said above-described Landscape Buffer contains 3,600.0 square feet or 0.08 acres, more or less.

ACCESS, UTILITY & FIBER EASEMENT (AS-SURVEYED)

Being a certain portion of that certain tract of land owned now or formerly by City of Prosper, having a Collin County Assessor Parcel ID: 2759846, being part of the James Stone Survey, Abstract No. 847, said Collin County, Texas, and being more particularly described as follows: Commencing at a magnail found in concrete near the East side of Coit Road, having Texas North Central State Plane Coordinates of N:7134081.97 E:2498290.56; thence N 55°09'04" E leaving said right-of-way line a distance of 365.08 feet to a 5/8" rebar set; thence N 00°07'46" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°52'14" E a distance of 50.00 feet to a 5/8" rebar set; thence S 00°07'46" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°52'14" W a distance of 25.00 feet to the Point of Beginning of an Access, Utility & Fiber Easement being 20 feet in width lying 10 feet each side of the following described centerline; thence S 00°06'47" E a distance of 22.54 feet to a point; thence S 50°55'15" W a distance of 319.67 feet to a point; thence N 89°46'17" W a distance of 66.91 feet, more or less, to a point on the east right-of-way line of said Coit Road and the Point of Ending. Said above-described Easement contains 8,182.5 square feet or 0.19 acres, more or less.

PARENT TRACT OVERVIEW

- 1 PARENT TRACT
 PARCEL ID: 2759846
 CITY OF PROSPER
 INSTRUMENT NO: 20170622010003020
- 2 PARCEL ID: 2619467
 PROSPER SE FIRST & COIT LLC
 INSTRUMENT NO: 20220418000612720
- 3 PARCEL ID: 2619468
 55 PROSPER LP
 INSTRUMENT NUMBER: 184370
- 4 PARCEL ID: 2811287
 LAKEWOOD HOA INC,
 INSTRUMENT NUMBER: 20200303000300280
- 5 PARCEL ID: 2811269
 NO INFORMATION
 AVAILABLE
- 6 PARCEL ID: 2811268
 SAIN, MICHAEL A. & BRANDI C.
 INSTRUMENT NUMBER: 20210209000277440
- 7 PARCEL ID: 2811267
 ARGUETA, ALEJANDRO
 & BRITTANY ERIN GLASS
 INSTRUMENT NUMBER: 20210311000484370
- 8 PARCEL ID: 2811266
 GOHEEN, CHRISTOPHER & ELIZABETH
 INSTRUMENT NUMBER: 20210208000264460
- 9 PARCEL ID: 28111265
 SANDERSON, BRANT CHRISTOPHER
 & MICHELLE LOUISE
 INSTRUMENT NUMBER: 20211119002378600



FLOOD NOTE

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 48085C0235J, which bears an effective date of June 2, 2009 and IS NOT in a special flood hazard area. Zone 'X': Areas determined to be outside the 0.2% annual chance floodplain.

PROSPER COIT
JAMES STONE SURVEY, ABSTRACT NO. 847
 COLLIN COUNTY, TEXAS

BY	DATE	REVISION	NO.

TOWER INFO	
CENTER OF TOWER	
LATITUDE: 33.228667	
LONGITUDE: -96.766236 (NAD 83)	
GROUND ELEVATION: 729' ABOVE MEAN SEA LEVEL (NAVD88)	
SITE ADDRESS: COIT RD PROSPER, TEXAS 75078	

VICINITY MAP	
COUNTY RD	
SITE	
MEADOWBROOK BLVD	
NOT TO SCALE	

TEXAS NORTH CENTRAL	
GRID NORTH	
GRID TO TRUE NORTH CONVERGENCE 0°56'44.10650"	
TRUE NORTH TO MAGNETIC DECLINATION 2°41' E	
COMBINED SCALE FACTOR 0.999877377	

LEGEND	
○	= 5/8" REBAR SET
●	= FOUND PROPERTY MARKER
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
POE	= POINT OF ENDING
▲	= CALCULATED POINT
(R)	= REFERENCED INFORMATION
(M)	= MEASURED
⊙	= POWER POLE
⋈	= GUY ANCHOR
⊠	= POWER BOX
⊞	= TELEPHONE PEDESTAL
⊞	= SANITARY SEWER MANHOLE
⊞	= TEMPORARY BENCHMARK
⊞	5/8" REBAR SET
⊞	ELEVATION 729.62'
---	= ROW = RIGHT-OF-WAY
-o-p-	= OVERHEAD POWER

PROJECT NAME & SHEET DESCRIPTION:
EXHIBIT A-2
ZONE-23-0036
 SURVEY

SITE LOCATION INFORMATION:
 PLAN TYPE: NEW 105' MONOPOLE TOWER
 PROPERTY OWNER: TOWN OF PROSPER
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847

SHEET S.1

PROJECT NO.
23-10564

DRAWN BY: DG
 CHECKED BY: CS
 FIELD CREW: Bmc
 APPROVED BY: MKD
 DATE: 11/28/23
 SCALE: AS SHOWN
 SHEET 1 OF 1

RAWLAND TOWER SURVEY
 5944 Luther Lane
 Suite 725
 Dallas, TX, 75225

FOR:
 ANTHEMNET

SMW Engineering Group, Inc.
 158 Business Center Drive
 Birmingham, Alabama 35244
 Ph: 205-252-6985
 www.smweng.com

ENGINEERING GROUP, INC.

ZONING NOTE:
 APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

FLOOD NOTE:
 ACCORDING TO MAP NO. 48085C0235J, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR COLLIN COUNTY, TEXAS, EFFECTIVE DATE JUNE 2, 2009 THE SUBJECT TRACT IS SITUATED WITHIN: UN-SHADED ZONE "X"; DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD;

NOTE: THIS PLAN IS SHOWN TO CLARIFY THE RELATIONSHIP OF PROPOSED WORK TO OVERALL SITE ONLY. PLAN BASED ON SURVEY BY: SMW ENGINEERING GROUP, INC.

EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR IS TO LOCATE AND PROTECT EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.

SITE LOCATION IS A GRASSY FIELD. CONTRACTOR SHALL CLEAR AND LEVEL ENTIRE LEASE AREA.

TOWER MATERIAL NOTE:
 TOWER SHALL COMPLY WITH APPROVED FACADE & DESIGN APPROVED BY TOWN OF PROSPER AND HOA'S HAVING JURISDICTION.

EXISTING TREES NOTE:
 NO EXISTING TREES WILL BE REMOVED FOR THE CONSTRUCTION OF THIS PROJECT

PROPOSED 6' HIGH PRECAST MASONRY SCREENING WALL
 NOTE: DIMENSION AND EXACT MATERIALS TO BE IN SIMILAR LIKENESS TO EXISTING PARK STRUCTURES IN TYPE AND COLOR; DESIGN TO BE FINALIZED IN CDS.

PROPOSED LANDSCAPE SCREENING WITHIN A 5' WIDE LANDSCAPE BUFFER AREA
50'X50' LEASED PREMISES (FOR TENANT'S EXCLUSIVE USE)

PROPOSED 105' MONOPOLE TOWER
 EXISTING PROTECTED TREE LINE (PLASTIC SAFETY FENCE) (TO BE REMOVED AS NEEDED FOR CONSTRUCTION)
PROPOSED 40' TO 50' LIVE OAK TREES (AT MATURITY)

PARENT TRACT
 PARCEL ID: 2759846
 CITY OF PROSPER
 INST. NO:
 20170622010003020

PROPOSED (4) 2" FIBER CONDUITS FROM ANTHEMNET RACK TO MMPB ABUTTING ROW (450'±)
PROPOSED (1) 3" ANTHEMNET U.G. POWER CONDUIT FROM PEDESTAL TO ANTHEMNET RACK (450'±)

20' WIDE ACCESS/UTILITY AND FIRE FASFWENT LESSEE'S PROPOSED GRAVEL ACCESS DRIVE (8,182.5± SQ FT.)

EXISTING UTILITY POLE (POWER SOURCE)
PROPOSED FIBER HANDHOLE (MMPB)
PROPOSED PEDESTAL (BY COSERV)
 EXISTING CURB (TO BE CUT AND REMOVED)

PROPOSED PRIVET DRIVE (NOT FOR PUBLIC USE) SIGN

EXISTING TRANSMISSION LINES (TYP.)
 EXISTING SIDE WALK

15'R TYP.
 EXISTING UTILITY POLE (TO BE RELOCATED BY COSERV)

PROPOSED 11' DECEL LANE

EXISTING OVERHEAD POWER LINE (TYP.)
PROPOSED RELOCATED UTILITY POLE (BY COSERV)

EXISTING DRIVEWAY
 EXISTING HOUSE

809' TO NORTHERN DRIVEWAY

199' TO SOUTHERN DRIVEWAY

730'± TO NEAREST INTERSECTION MEADOWBROOK BLVD

GRASSY MEDIAN

40' STORAGE AREA

100' TRANSITION

COIT RD CONCRETE PUBLIC RIGHT-OF-WAY

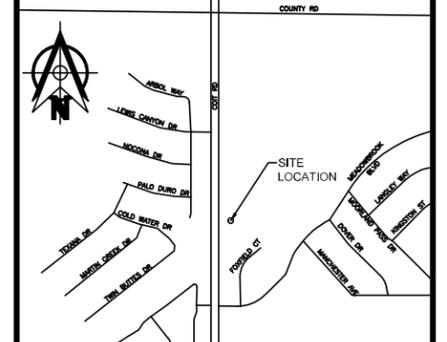
EXISTING 170' TEXAS POWER & LIGHT EASEMENT VOL. 810, PG. 639

EXISTING POND



DATE OF CREATION: 12/04/2023		
REV. NO:	REV. DESCRIPTION:	DATE:
A	ZONING DRAWINGS	12.04.23
B	ZONING DRAWINGS	12.19.23
C	ZONING DRAWINGS	12.29.23

EXHIBIT B



DATE VICINITY MAP (N.T.S.)

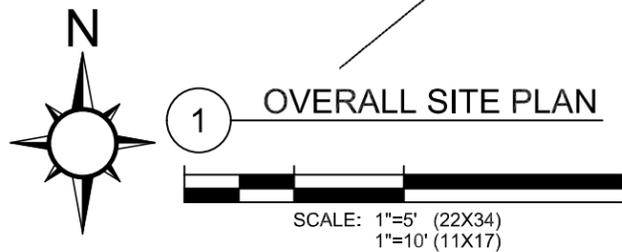
FOR ZONING REVIEW ONLY

ENGINEER:

PRELIMINARY DRAWING
 (NOT VALID UNLESS STAMPED AND SIGNED)

PROJECT NAME & SHEET DESCRIPTION:
EXHIBIT B
 ZONE-23-0036
 OVERALL SITE PLAN - PAGE 1 OF 2

SITE LOCATION INFORMATION:
 PLAN TYPE: NEW 105' MONOPOLE TOWER
 PROPERTY OWNER: TOWN OF PROSPER
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847



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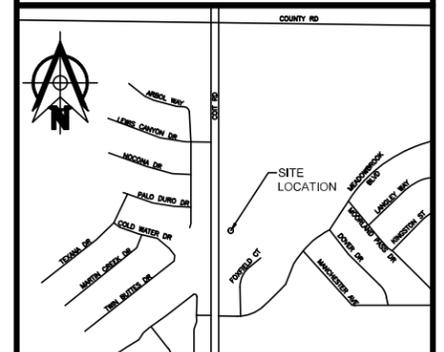
PREPARED FOR: **Item 20.**



DATE OF CREATION: 12/04/2023

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A	ZONING DRAWINGS	12.04.23
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C	ZONING DRAWINGS	12.29.23

EXHIBIT B



DATE VICINITY MAP (N.T.S.)

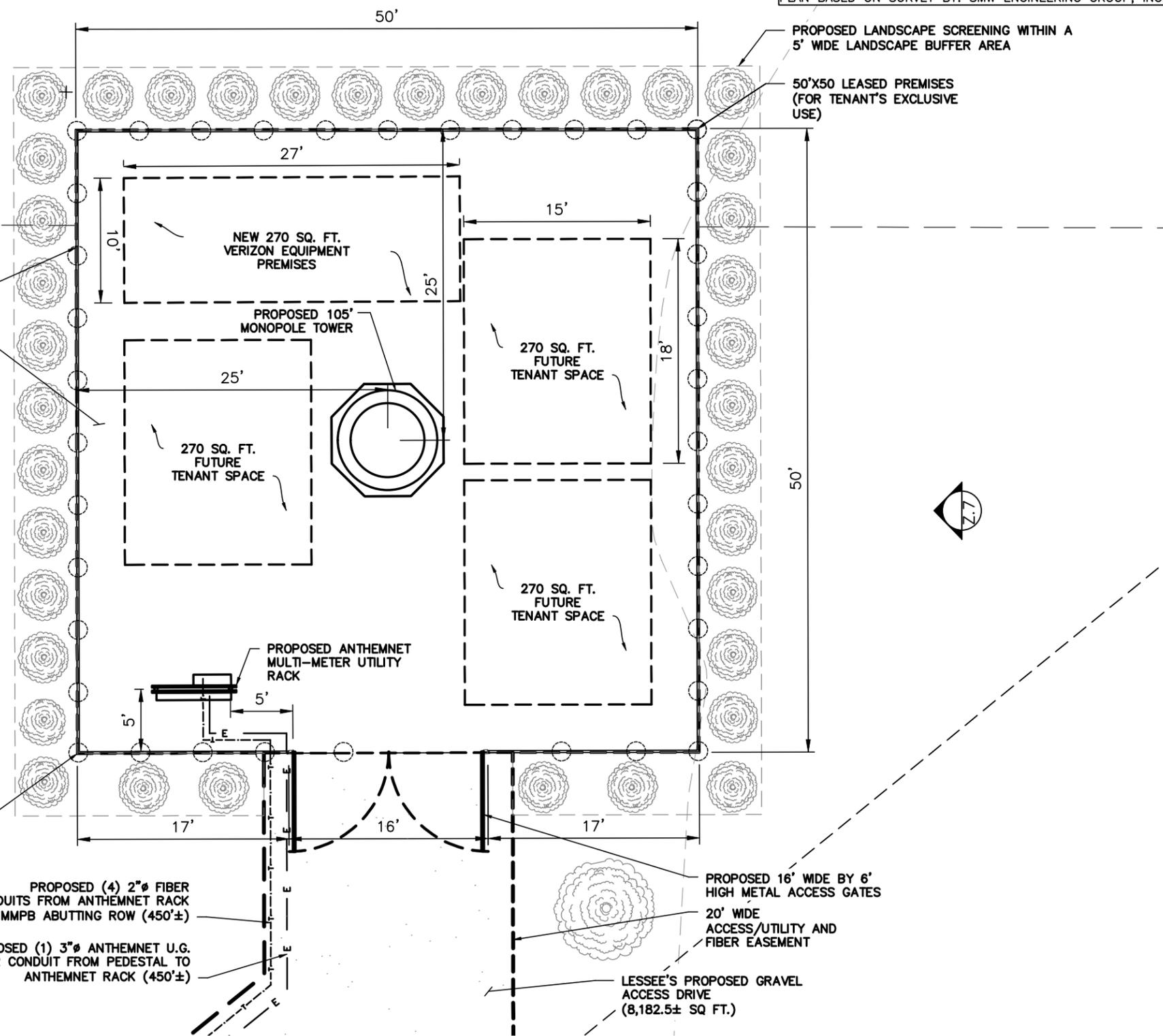
FOR ZONING REVIEW ONLY

ENGINEER:

PRELIMINARY DRAWING
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PROJECT NAME & SHEET DESCRIPTION:
EXHIBIT B
 ZONE-23-0036
 ENLARGED SITE PLAN - PAGE 2 OF 2

SITE LOCATION INFORMATION:
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 PROPERTY OWNER: TOWN OF PROSPER
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ENLARGED SITE PLAN

SCALE: 1"=5' (22X34)
 1"=10' (11X17)

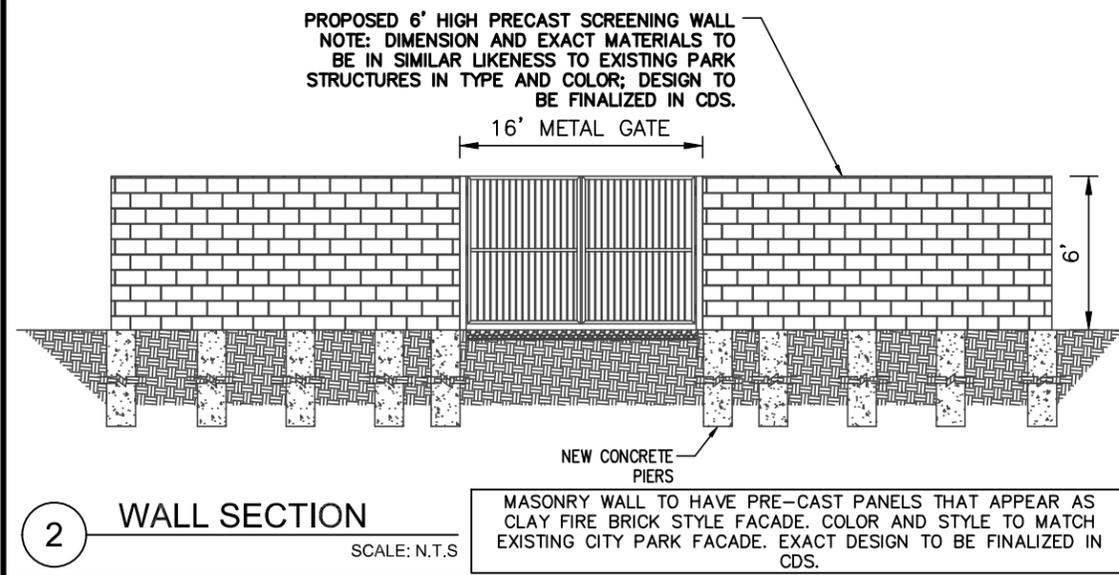
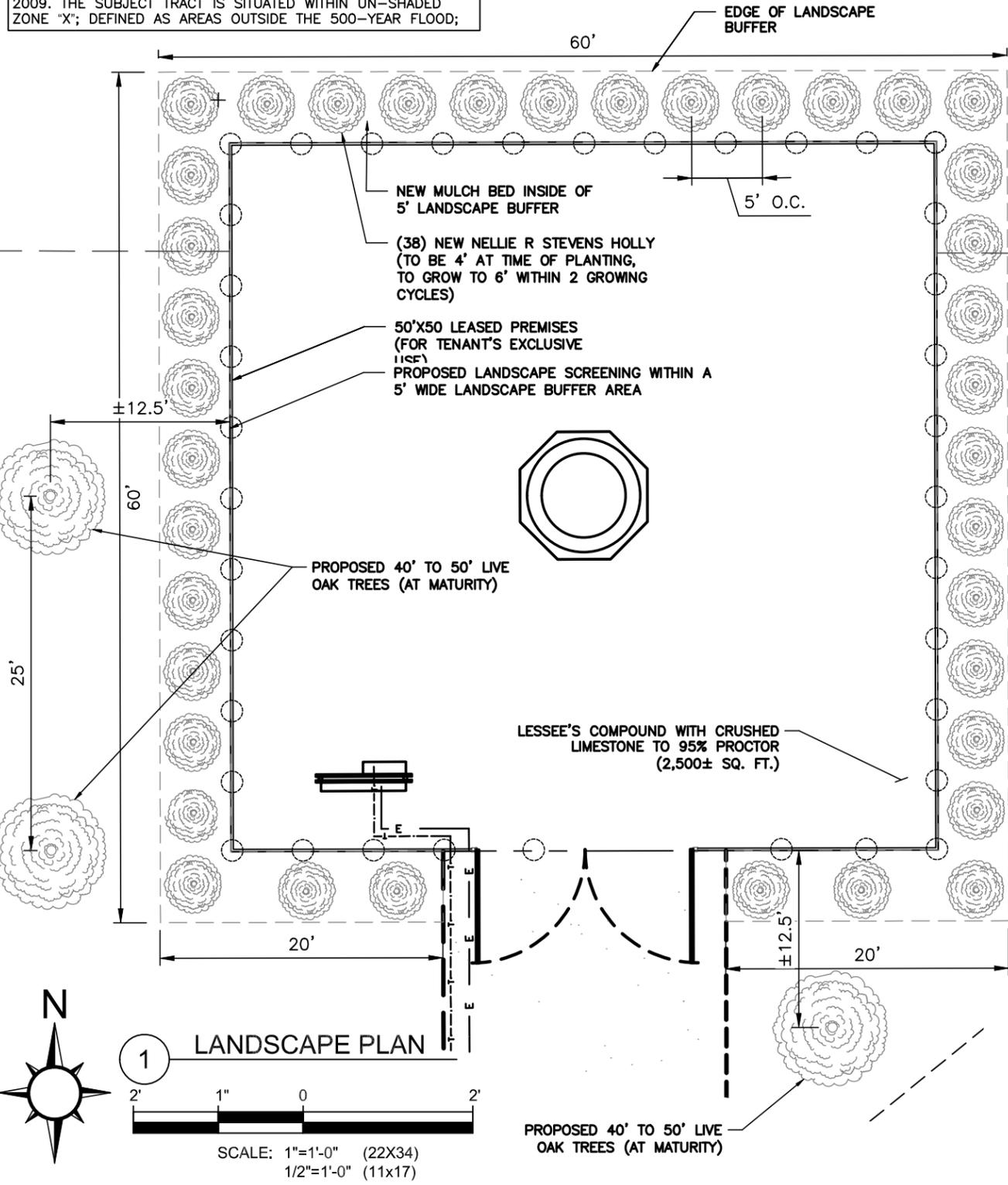
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LANDSCAPING NOTES

PRIMARY SCREENING:
 ALL PLANTS TO BE 5 GALLON SIZE AND PLACED 5± SPACING. ONLY DROUGHT TOLERANT NATIVE SPECIES TO BE USED. SHRUBBERY SHALL BE A MINIMUM OF FOUR FEET (4') IN HEIGHT AT TIME OF PLANTING, PLANTED EVERY FIVE FEET (5') OR LESS ON CENTER.

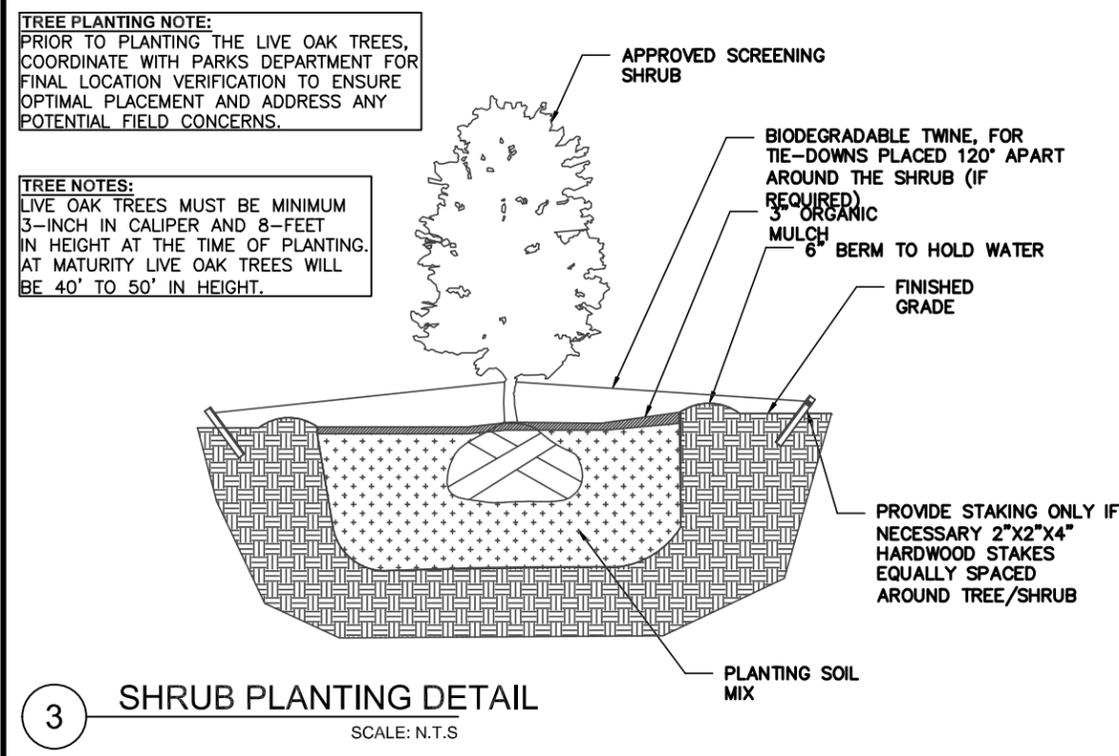
APPROVED SPECIES:
 NELLIE R STEVENS HOLLY [WELL BRANCHED, MIN. HEIGHT OF 4' AT TIME OF PLANTING, TO GROW TO 6' WITHIN 2 GROWING CYCLES] (APPROX 38 PLANTS NEEDED TOTAL):

IRRIGATION:
 NO IRRIGATION SYSTEM IS TO BE INSTALLED. A COMPANY IS TO BE CONTRACTED TO WATER THE PLANTS WEEKLY FOR THE FIRST 4 MONTHS AND THEN MONTHLY FOR THE NEXT 6 MONTHS.

MAINTENANCE:
 PLANT USING 3" MULCH COVER. PLANTINGS TO BE MAINTAINED BY INDEPENDENT CONTRACTOR, TO BE PROVIDED BY TOWER DEVELOPER.

PLANTING NOTES:

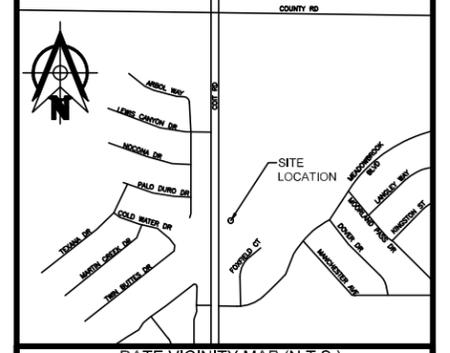
- MULCH WITH 4" MIN. ORGANIC MULCH.
- LANDSCAPE CONTRACTOR TO GUARANTEE SHRUBS FOR 180 DAYS.
- ALL PROPOSED LANDSCAPING IS REQUIRED AND SHALL BE PROPERLY MAINTAINED TO ENSURE GOOD HEALTH & VITALITY.
- SEED, MULCH, AND FERTILIZE IN DISTURBED AREAS.
- REFER TO LANDSCAPE PLAN (DETAIL 1, THIS SHEET) FOR PLANTING LOCATIONS.



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B	ZONING DRAWINGS	12.19.23
C	ZONING DRAWINGS	12.29.23

EXHIBIT C



FOR ZONING REVIEW ONLY

ENGINEER: **SMW ENGINEERING GROUP, INC.**
 700 EAST PARK BLVD. SUITE 204
 PLANO, TX 75074
 TEL: 205-399-6781 WWW.SMWENG.COM

PRELIMINARY DRAWING
 (NOT VALID UNLESS STAMPED AND SIGNED)

PROJECT NAME & SHEET DESCRIPTION:
EXHIBIT C
 ZONE-23-0036
 LANDSCAPE AND SCREENING PLAN

SITE LOCATION INFORMATION:
 PLAN TYPE: NEW 105' MONOPOLE TOWER
 PROPERTY OWNER: TOWN OF PROSPER
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847

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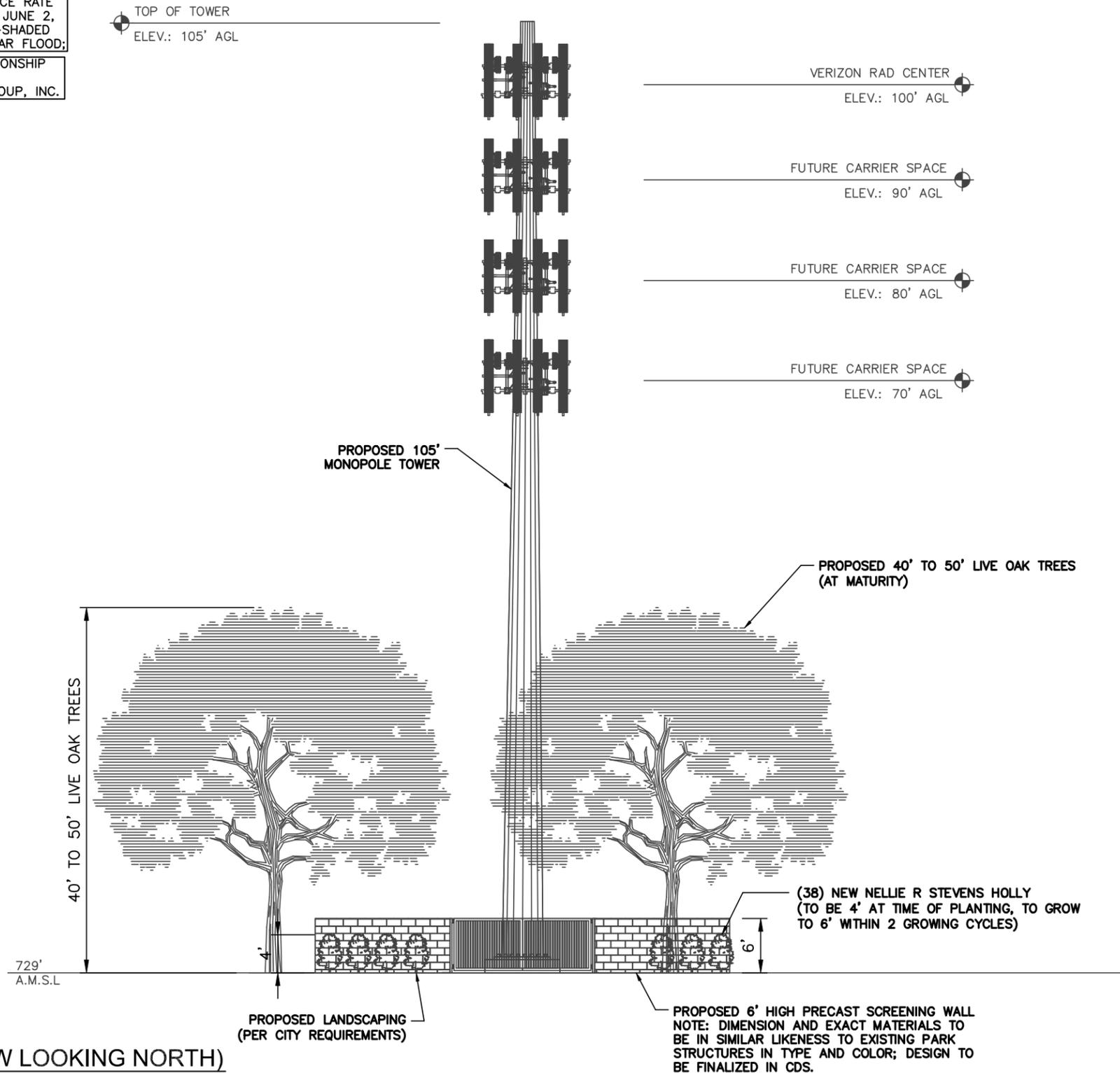
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 2. REFER TO TOWER STRUCTURAL ANALYSIS FOR PROPOSED CABLE ROUTING AND ATTACHMENT DETAILS.
 3. TOWER ELEVATION SHOWN IS NOT DRAWN TO SCALE AND IS INTENDED ONLY FOR REFERENCE PURPOSES. REFER TO ORIGINAL TOWER DESIGN FOR ADDITIONAL INFORMATION.

STRUCTURE SHOWN IS SCHEMATIC IN NATURE ONLY. THE CONTRACTOR SHALL COORDINATE WITH THE CONSTRUCTION MANAGER FOR FINAL STRUCTURE DESIGN AND SPECIFICATIONS.



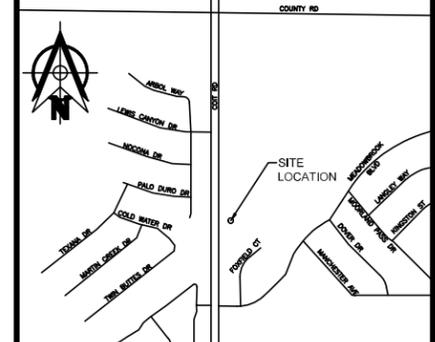
1 SOUTH ELEVATION (VIEW LOOKING NORTH)
 SCALE: N.T.S



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EXHIBIT D



DATE VICINITY MAP (N.T.S.)

FOR ZONING REVIEW ONLY

ENGINEER:

PRELIMINARY DRAWING
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PROJECT NAME & SHEET DESCRIPTION:
EXHIBIT D
 ZONE-23-0036
 FACADE PLAN - PAGE 1 OF 4

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TOP OF TOWER
 ELEV.: 105' AGL

VERIZON RAD CENTER
 ELEV.: 100' AGL

FUTURE CARRIER SPACE
 ELEV.: 90' AGL

FUTURE CARRIER SPACE
 ELEV.: 80' AGL

FUTURE CARRIER SPACE
 ELEV.: 70' AGL

PROPOSED 105' MONOPOLE TOWER

PROPOSED 40' TO 50' LIVE OAK TREES (AT MATURITY)

(38) NEW NELLIE R STEVENS HOLLY (TO BE 4' AT TIME OF PLANTING, TO GROW TO 6' WITHIN 2 GROWING CYCLES)

729' A.M.S.L.

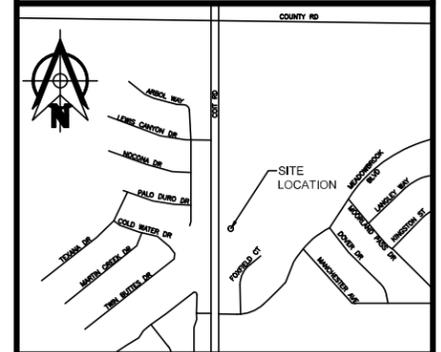
PROPOSED LANDSCAPING (PER CITY REQUIREMENTS)

PROPOSED 6' HIGH PRECAST SCREENING WALL
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EXHIBIT D



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PROJECT NAME & SHEET DESCRIPTION:
EXHIBIT D
 ZONE-23-0036
 FACADE PLAN - PAGE 4 OF 4

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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 – February 27, 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 February 20, 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-23-0127– Site Plan for The Offices at Prosper Trail, Block A, Lot 1 - Phase 2 (Approved 7-0)
2. DEVAPP-23-0205 – Site Plan for Raymond Community Park, Block 1, Lot 1 – Phase 1 (Approved 7-0)
3. DEVAPP-24-0010 – Site Plan for Prosper Middle School No. 2 Addition, Block 1, Lot 1R (Approved 7-0)

Town Staff Recommendation:

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

Proposed Motion:

N/A

ABBREVIATION LEGEND

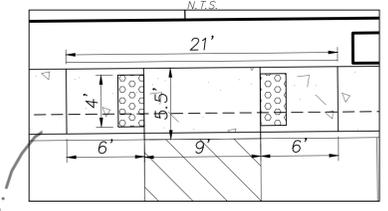
AC	AIR CONDITIONER	LP	LIGHT POLE
BB	BILLBOARD	MAG	MAG NAIL SET WITH SHINER STAMPED
Bo	BOLLARD	MB	MAIL BOX
C	COMMUNICATION	MH	MANHOLE
CC#	COUNTY CLERK'S FILE NO.	MP	METAL POST
CIR#	IRON ROD FOUND WITH CAP	OHL	OVERHEAD LINES
CIRS	IRON ROD SET W/CAP STAMPED "W.A.I. 5714"	PF	PIN FLAG
CM	CONTROLLING MONUMENT	PKF	PK NAIL FOUND
CO	CLEANOUT	PKS	PK NAIL SET
DS	DOWNSPOUT	PM	PAINT MARK
E	ELECTRIC	PP	POWER POLE
EB	ELECTRIC BOX	SB	SIGNAL BOX
EM	ELECTRIC METER	SN	SIGN
FH	FIRE HYDRANT	SP	SIGNAL POLE
FOMK	FIBER OPTIC MARKER	SS	SANITARY SEWER
FP	FLAG POLE	SW	STORM WATER
G	GAS	TMK	TELEPHONE MARKER
GI	GRATE INLET	TP	TELEPHONE PEDESTAL
GL	GROUND LIGHT	TPAD	TRANSFORMER PAD
GM	GAS METER	TSN	TRAFFIC SIGN
GMK	GAS MARKER	UGC	UNDERGROUND CABLE MARKER
GR	GAS RISER	W	WATER
GV	GAS VALVE	WM	WATER METER
GW	GUY WIRE	WP	WOOD POST
HI	BUILDING HEIGHT	WV	WATER VALVE
HC	HANDICAPPED	XCF	"X" CUT IN CONCRETE FOUND
ICV	IRRIGATION CONTROL VALVE	XCS	"X" CUT IN CONCRETE SET
IRF	IRON ROD FOUND		

SITE DATA TABLE

	PHASE 1	PHASE 2
LOT SIZE	7.496 A.C.	3.711 A.C.
PHASE AREA	3,800 A.C.	3,711 A.C.
EXISTING ZONING	PD-75	PD-75
PROPOSED ZONING	O - Office	O - Office
PROPOSED USE	Office	Office
BUILDING HEIGHT	25'-53/4" (1 STORY)	25'-53/4" (1 STORY)
NUMBER OF BUILDINGS	8	8
NUMBER OF UNITS	24	30
USE / BUILDING AREA		
OFFICE	28,500 SF - 100%	33,508 SF - 100%
TOTAL (PER PHASE)	28,500 SF	33,508 SF
REQUIRED PARKING		
OFFICE (1 PER 350 S.F.)	82 SPACES	96 SPACES
TOTAL	82 SPACES	96 SPACES
PARKING PROVIDED		
PROVIDED PARKING RATIO	1:200	1:350
HANDICAP REQUIRED	5 SPACES	4 SPACES
HANDICAP PROVIDED	6 SPACES	8 SPACES
VAN SPOT REQUIRED	1 SPACES	0
VAN SPOT PROVIDED	8 SPACES	8
INTERIOR LANDSCAPING REQUIRED		
INTERIOR LANDSCAPING PROVIDED	2145 SF	15 SF per space
INTERIOR LANDSCAPING PROVIDED	3966 SF	2%
FLOOR AREA RATIO COVERAGE	0.09:1	0.10:1
LOT COVERAGE	8.73%	10.26%
IMPERVIOUS SURFACE	116345 SF	71%
IMPERVIOUS SURFACE	78970 SF	49%
OVERALL OPEN SPACE		
OPEN SPACE REQUIRED	11550 SF	7%
OPEN SPACE PROVIDED	16335 SF	10.00%
OPEN SPACE PROVIDED	26322 SF	16.28%

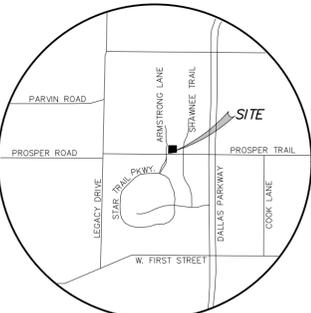
* PARKING PROVIDED TOTAL INCLUDES HC PARKING

PRIVATE SIDEWALK ADA RAMPS (TYP.)

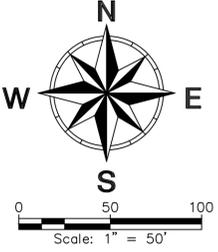


SITE PLAN NOTES:

- 1) ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE STATED.
- 2) ALL RADII ARE 3' UNLESS OTHERWISE STATED.
- 3) THERE ARE CURRENTLY NO TREES ON SITE, THEREFORE A TREE SURVEY WAS NOT PROVIDED.
- 4) HVAC SCREEN WALLS (BRICK SCREEN TO MATCH BUILDING, 3'-8" HIGH WALL TO BE AT LEAST 1'-0" TALLER THAN HVAC EQUIPMENT)
- 5) ALL PARKING SPACES TO BE 9'X18', UNLESS OTHERWISE NOTED. NO CURB STOPS ALLOWED ON 18FT PARKING STALLS.



VICINITY MAP NOT TO SCALE



LEGEND

[Pattern]	PROPOSED SIDEWALK	[Symbol]	HANDICAP SPACE
[Pattern]	PROPOSED FIRELANE / ACCESS DRIVE	[Symbol]	NUMBER OF PARKING SPACES
[Pattern]	PROPOSED OPEN SPACE	[Symbol]	PROPOSED FIRE HYDRANT
[Pattern]	PROPOSED LIVING SCREEN	[Symbol]	PROPOSED 5' SEWER MANHOLE
[Pattern]	FEMA 100 YEAR FLOODPLAIN	[Symbol]	PROPOSED CURB INLET
[Symbol]		[Symbol]	EXISTING CURB INLET
[Symbol]		[Symbol]	FUTURE CURB INLET BY OTHERS

TOWN OF PROSPER SITE PLAN NOTES:

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. 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.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF GO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
6. 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.
7. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND *

CASE NO. DEVAPP-23-0127 C-04.00

SITE PLAN
THE OFFICES AT PROSPER TRAIL PHASE 2
 3.711 ACRES ~ 161,651 S.F.

OUT OF THE COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. A0147
 TOWN OF PROSPER
 COLLIN COUNTY, TEXAS

OWNER: CLA-PROSPER TOLLWAY 1, LLC. 8072 PRESTON ROAD SUITE 205 FRISCO, TEXAS 75034 ALEX LESTOCK, MANAGER 214-497-7725	DEVELOPER: CLOUDLOT DEVELOPMENT, LLC 8072 PRESTON ROAD SUITE 205 FRISCO, TEXAS 75034 TOM MARTIN 214-533-2800	ENGINEER/SURVEYOR: WINKELMANN & ASSOC., INC. 6750 HILLCREST PLAZA DR. SUITE 215 DALLAS, TEXAS 75230 BRIAN UMBERGER 972-490-7090
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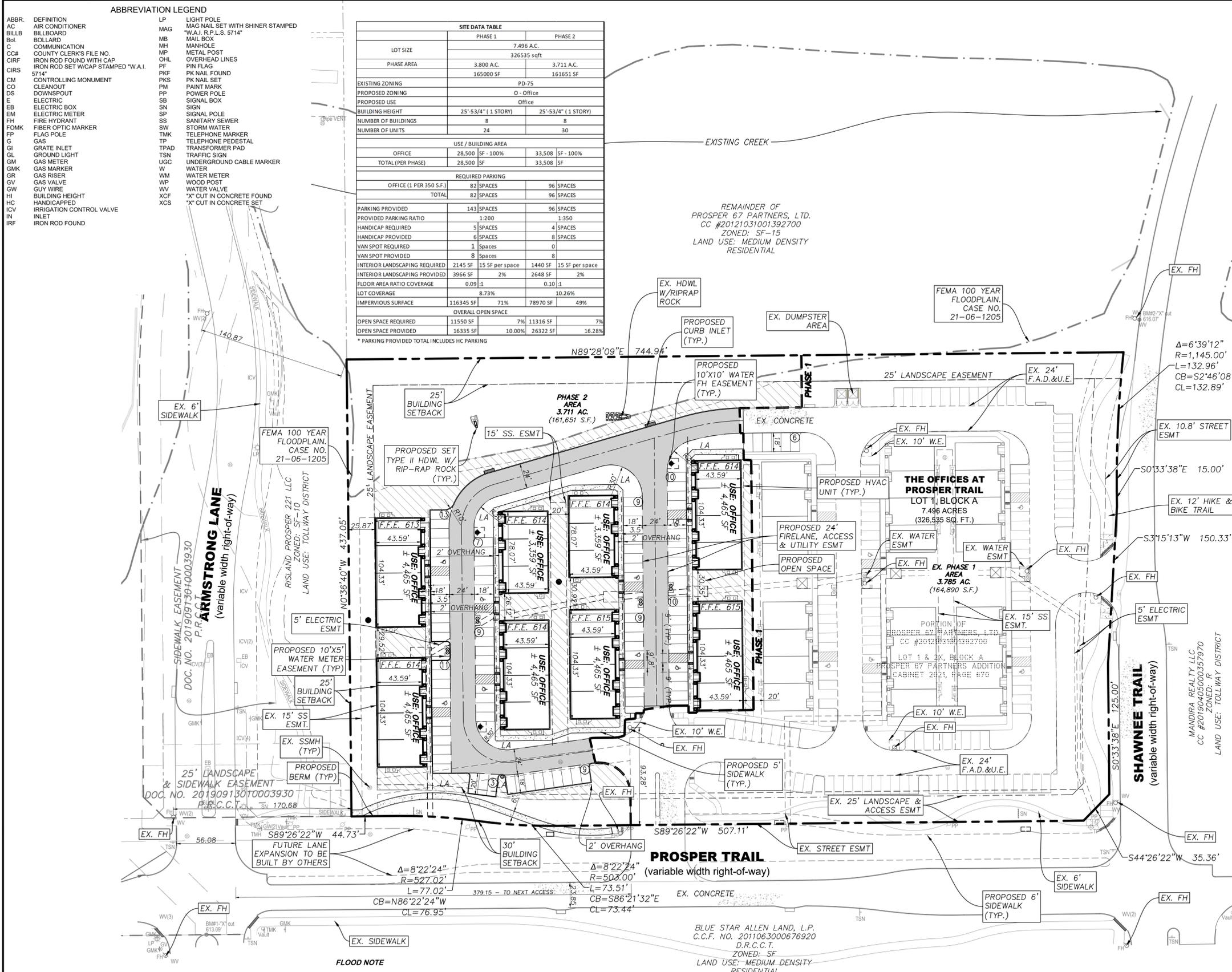
FLOOD NOTE

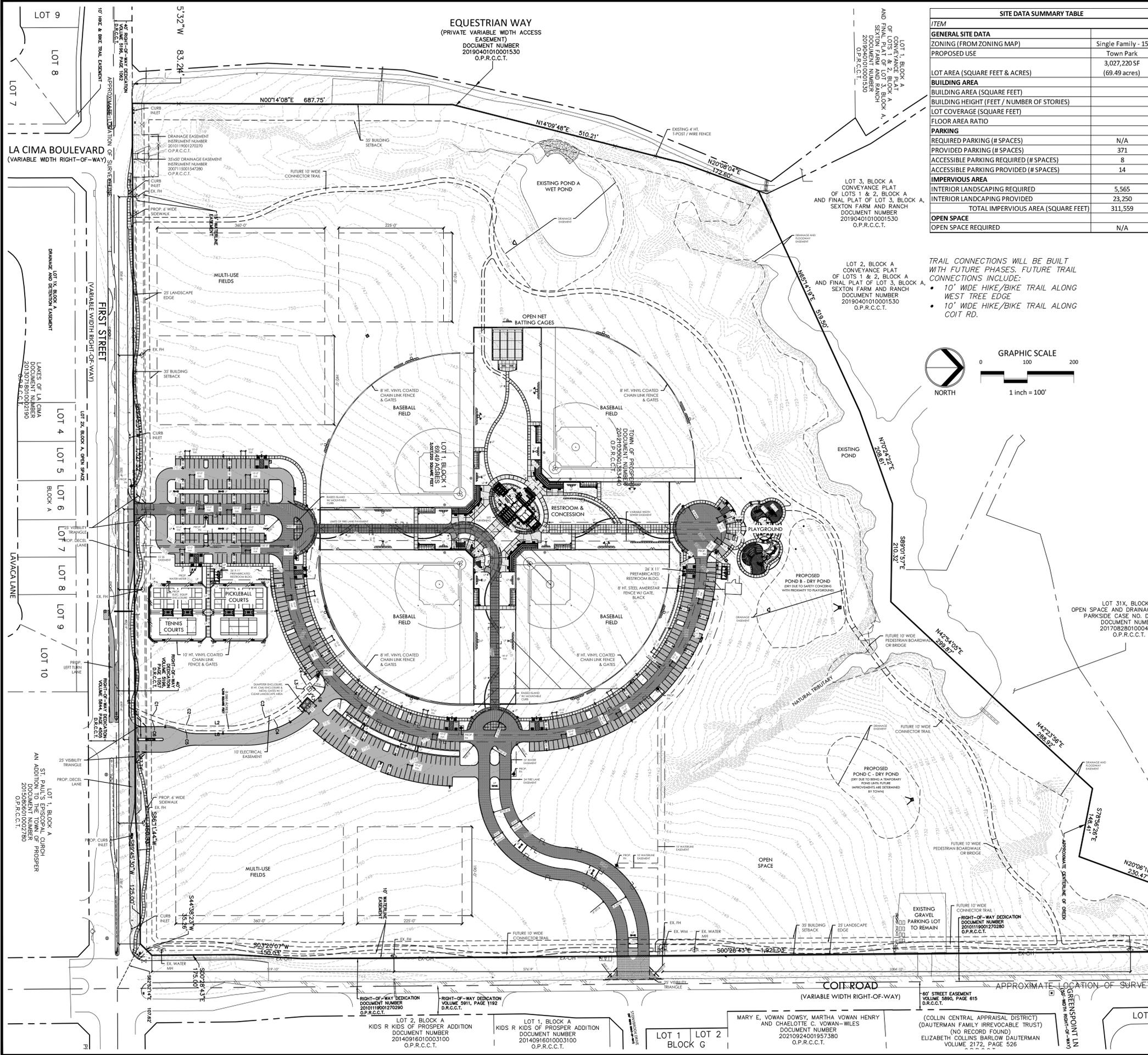
According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 480141, dated January 27, 2022, this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

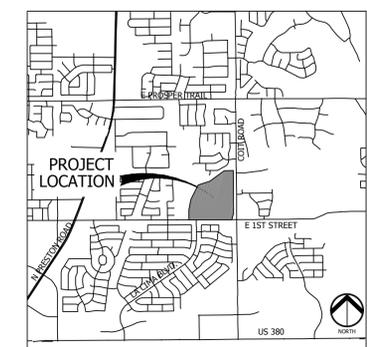
BLUE STAR ALLEN LAND, L.P.
 C.C.F. NO. 2011063000676920
 D.R.C.C.T.
 ZONED: SF
 LAND USE: MEDIUM DENSITY RESIDENTIAL



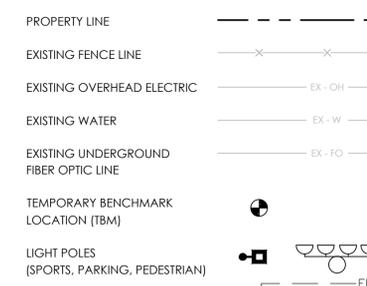


SITE DATA SUMMARY TABLE	
ITEM	
GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	Single Family - 15
PROPOSED USE	Town Park
LOT AREA (SQUARE FEET & ACRES)	3,027,220 SF (69.49 acres)
BUILDING AREA	
BUILDING AREA (SQUARE FEET)	
BUILDING HEIGHT (FEET / NUMBER OF STORIES)	
LOT COVERAGE (SQUARE FEET)	
FLOOR AREA RATIO	
PARKING	
REQUIRED PARKING (# SPACES)	N/A
PROVIDED PARKING (# SPACES)	371
ACCESSIBLE PARKING REQUIRED (# SPACES)	8
ACCESSIBLE PARKING PROVIDED (# SPACES)	14
IMPERVIOUS AREA	
INTERIOR LANDSCAPING REQUIRED	5,565
INTERIOR LANDSCAPING PROVIDED	23,250
TOTAL IMPERVIOUS AREA (SQUARE FEET)	311,559
OPEN SPACE	
OPEN SPACE REQUIRED	N/A

LOCATION MAP



LEGEND



SITE PLAN NOTES:

- All development standards shall follow Town Standards.
- Landscape shall conform to landscape plans approved by the Town of Prosper.
- All development standards shall follow Fire Requirements per the Town of Prosper.
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- All signage is subject to Building Official approval.
- Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
- Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular parking, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond.
- Pond waiver by means of this Site Plan. Ponds to be constructed per Town Engineering Approved Plans.

SITE PLAN
DEVAPP-23-0205
Raymond Community Park
BLOCK 1, LOT 1
(69.49 Acres or 3,027,220 Square Feet)

Being a Tract of Land
 Described in the Deed Recorded in
 Document Number: 20121030001383440
 Official Public Records of Collin County, Texas
 Situated in the
 William Butler Survey, Abstract No. 112
 Town of Prosper, Collin County, Texas
 for
The Town of Prosper
 Project No. 2122-PK
 by
Dunaway Associates
 This Site Plan was prepared in February 2024

NO.	DATE	DESCRIPTION

SITE PLAN

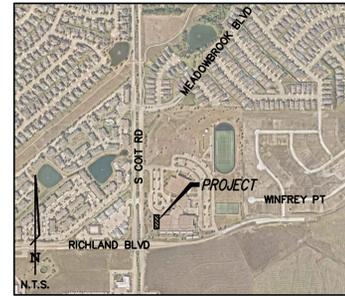
DUNAWAY
 550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
 (817) 888-7114

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
 WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS
 TOWN PROJECT # 2122-PK

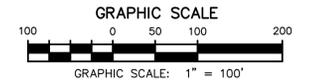
PRELIMINARY FOR REVIEW ONLY
 These documents are for Bidding Purposes only and not intended for Construction or Permit Purposes. They were prepared by, or under the supervision of:
 Arron F. Law
 L.A.#3367
 02/02/2024

JOB NO.	7691.001
DESIGNED BY:	APL
DRAWN BY:	AAL
CHECKED BY:	KLS
DATE:	FEBRUARY 02, 2024
SHEET:	SP

FILENAME: 7691-001-001.dwg
 PLOTTED ON: P1011.dwt
 PLOTTED BY: P1011
 DATE: 02/02/2024



LOCATION MAP NOT TO SCALE



LEGEND

	FIRE LANE & UTILITY EASEMENT
	PROPOSED FLATWORK
	FIRE HYDRANT
	PARKING COUNT

SITE PLAN NOTES

ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

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METER SCHEDULE

TYPE	SIZE
DOM	2-4"
FIRE	1-8"
IRR	1-3"

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

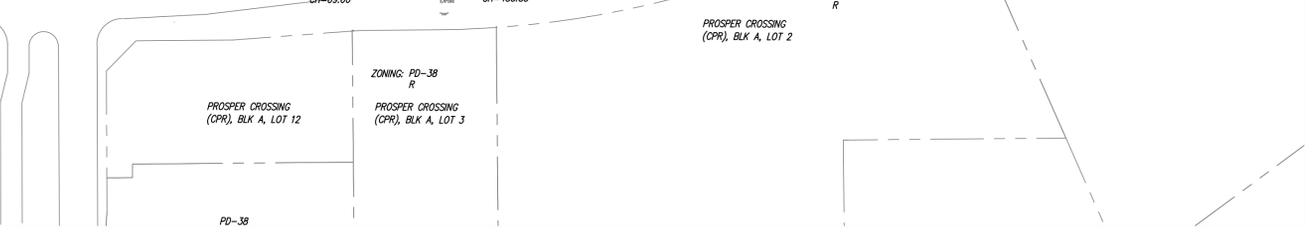
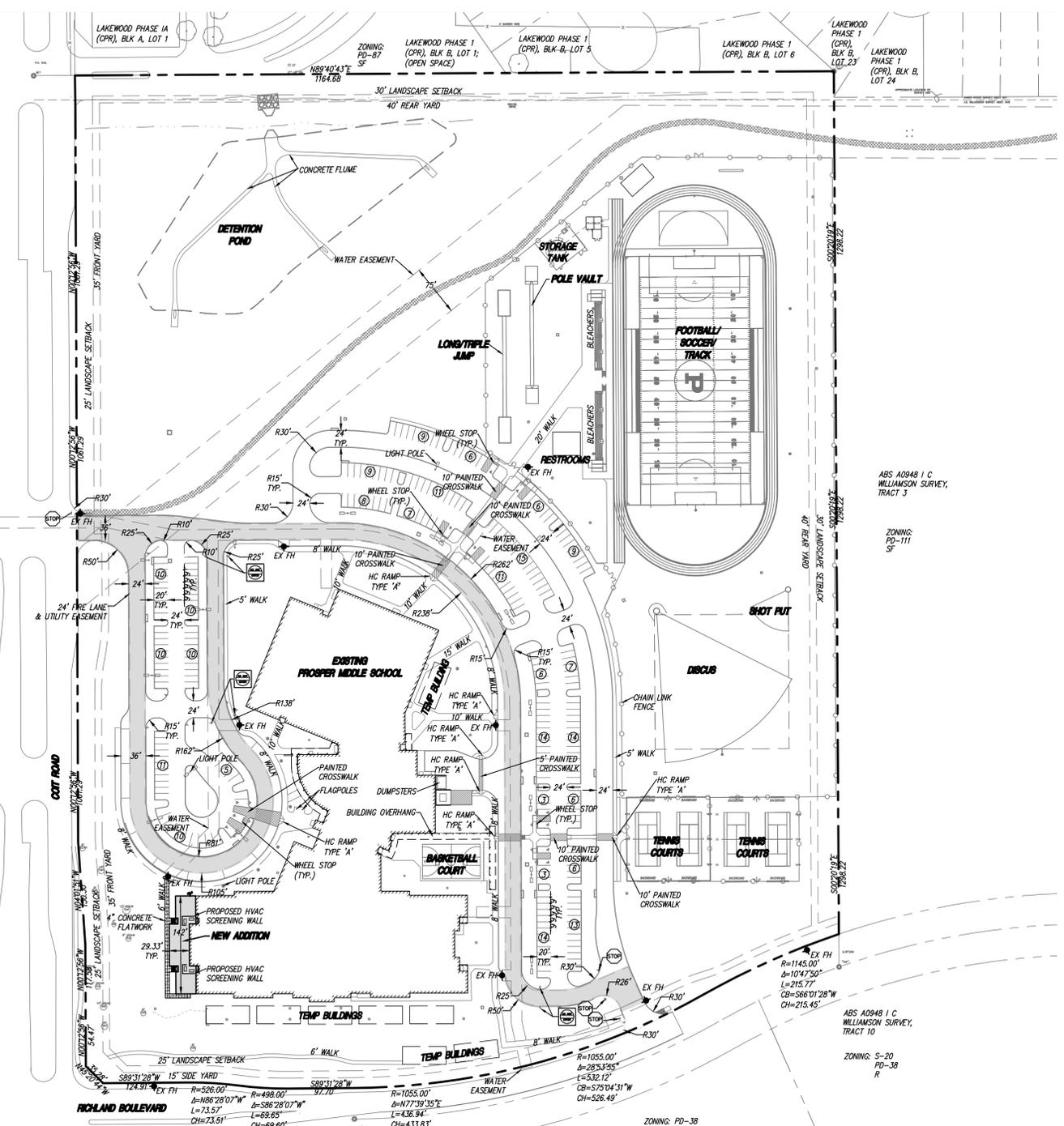
ARCHITECT:
 HUCKABEE & ASSOCIATES, INC.
 5830 GRANITE PARKWAY, SUITE 750
 PLANO, TX 75024
 972.292.7670
 CONTACT: JOE TREMBLAY, III

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

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.

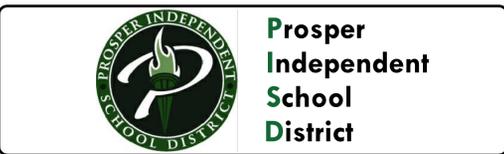
LANDSCAPE ARCHITECT:
 TEAGUE NALL & PERKINS, INC.
 5237 N RIVERSIDE DRIVE, SUITE 100
 FORT WORTH, TEXAS 76137
 817.336.5773
 CONTACT: JOE MADRID

**SITE PLAN FOR
 LORENE ROGERS MIDDLE
 SCHOOL BUILDING ADDITION
 PROSPER I.S.D.
 BLOCK A, LOT 1R
 TOWN OF PROSPER,
 COLLIN COUNTY, TEXAS
 CASE No. (DEVAPP-24-0010)
 JANUARY 2024**



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.tnppinc.com
 TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381
 GBPE: PEF007431; TBAA: BR 2673



scale
 horiz
 1"=100'
 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: JAN 2024
 Tx. Reg. # 123232

Town of Prosper, Texas
 Prosper Independent School District
 ROGERS MIDDLE SCHOOL BUILDING ADDITION AND RENOVATIONS

TOWN SITE PLAN

tnp project
 HUC23593
 sheet
 1