



Prosper is a place where everyone matters.

Agenda
Prosper TIRZ No. 1 Board of Directors
Prosper TIRZ No. 2 Board of Directors
Prosper Town Council
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, January 28, 2020
5:45 PM

MEETING OF THE TOWN OF PROSPER TAX INCREMENT REINVESTMENT ZONE (TIRZ) NO. 1 BOARD OF DIRECTORS

TIME: 5:45 P.M.

Call to Order/ Roll Call.

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

- 1.** Consider and act upon the minutes from the January 22, 2019, TIRZ No. 1 Board Meeting. **(RB)**
- 2.** Receive the 2019 Annual Report. **(BP)**

Adjourn.

MEETING OF THE TOWN OF PROSPER TAX INCREMENT REINVESTMENT ZONE (TIRZ) NO. 2 BOARD OF DIRECTORS

TIME: IMMEDIATELY FOLLOWING THE MEETING OF THE TIRZ NO. 1 BOARD OF DIRECTORS

Call to Order/ Roll Call.

- 3.** Consider and act upon the minutes from the January 22, 2019, TIRZ No. 2 Board Meeting. **(RB)**
- 4.** Receive the 2019 Annual Report. **(BP)**

Adjourn.

MEETING OF THE PROSPER TOWN COUNCIL

TIME: IMMEDIATELY FOLLOWING THE MEETING OF THE TIRZ NO. 2 BOARD OF DIRECTORS

Call to Order/ Roll Call.

Announcements of recent and upcoming events.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff. Zoning-related Public Hearing items on the Consent Agenda have received a unanimous recommendation for approval by the Planning & Zoning Commission, and no written opposition was received prior to the posting of this agenda. Those wishing to speak on a Public Hearing item on the Consent Agenda should complete a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.

5. Consider and act upon the minutes from the January 14, 2020, Town Council Meeting. **(RB)**
6. Consider and act upon the 2020 Prosper Town Council Regular Meeting Schedule. **(RB)**
7. Consider and act upon a resolution approving the Town of Prosper and Prosper EDC Investment Policy and Investment Strategy, and approving the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper and Prosper Economic Development Corporation. **(BP)**
8. Consider and act upon authorizing the Town Manager to execute an Agreement between Oncor Electric Delivery Company, LLC, and the Town of Prosper, Texas, related to providing additional electric facilities and electric service to the Public Safety Complex, Phase 1 (Police Station and Dispatch) Facility. **(HW)**
9. Consider and act upon authorizing the Town Manager to execute an Agreement between Emergicon, LLC, and the Town of Prosper, for specialized professional ambulance billing services. **(SB)**
10. Consider and act upon authorizing the Town Manager to execute Amendment No. 2 to the Software Maintenance and Hosting Agreement between CentralSquare Technologies, LLC, and the Town of Prosper, Texas, related to continued hosting, maintenance, and support services for TRAKiT Land Management software. **(JW)**
11. Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of the Coit Road and US 380 SB Right Turn Lane Project. **(PA)**
12. Consider and act upon authorizing the Town Manager to execute a License and Maintenance Agreement for three (3) Neighborhood Identification/Wayfinding signs in Windsong Ranch. **(JW)**
13. Conduct a Public Hearing, and consider and act upon an ordinance rezoning 0.6± acres from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the south side of Third Street, east of Coleman Street. (Z19-0022). **(AG)**
14. Consider and act upon whether to direct staff to submit a written notice of appeal 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 any Site Plan or Preliminary Site Plan. **(AG)**

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 Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.

REGULAR AGENDA:

If you wish to address the Council, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary, preferably before the meeting begins. 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. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

Items for Individual Consideration:

- [15.](#) Conduct a Public Hearing, and consider and act upon a request to amend Planned Development-91 (PD-91), for Cook Children's North Campus, on 23.7± acres, located on the northeast corner of US 380 and Windsong Parkway, to modify the concept plans to accommodate an increased hospital size and modified parking. (Z19-0021). **(AG)**
- [16.](#) Conduct a Public Hearing, and consider and act upon a request to rezone 2.1± acres from Single Family-15 (SF-15) to Planned Development-Downtown Office (PD-DTO), located on the north side of Broadway Street, west of Craig Road. (Z19-0023). **(AG)**
- [17.](#) Consider and act upon an ordinance designating a certain area within the Town of Prosper as Neighborhood Empowerment Zone Number 1. **(JW)**
- [18.](#) Consider and act upon a resolution supporting a comprehensive, coordinated, interagency approach to Freeway Incident Management. **(KB)**
- [19.](#) Consider and act upon awarding CSP No. 2020-30-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the Project I - Fishtrap Road and Teel Parkway Intersection Improvement Project; and authorizing the Town Manager to execute a construction agreement for same. **(PA)**

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.

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

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

Section 551.074 – To discuss and review the Town Manager's performance evaluation.

Section 551.074 – To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board,

Prosper Economic Development Corporation Board, and Planning & Zoning Commission.

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

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

20. Discussion on proposed bond election. (HJ)

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, January 24, 2020, and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, 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.



Prosper is a place where everyone matters.

MINUTES

Meeting of the Town of Prosper Tax
Increment Reinvestment Zone (TIRZ) No. 1
Board of Directors
Prosper Town Hall
200 S. Main Street, Prosper, Texas
Tuesday, January 22, 2019

1. Call to Order/Roll Call.

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

Board Members Present:

Mayor Ray Smith
Mayor Pro-Tem Curry Vogelsang, Jr.
Deputy Mayor Pro-Tem Jason Dixon (arrived at 6:22 p.m.)
Councilmember Mike Korbuly
Councilmember Craig Andres
Councilmember Meigs Miller
Councilmember Jeff Hodges
David Bristol, Prosper Economic Development Corporation Board Member
Collin County Commissioner Susan Fletcher

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

Mayor Pro-Tem Vogelsang led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

3. Consider and act upon approving the minutes from the January 23, 2018, TIRZ No. 1 Board Meeting.

Commissioner Fletcher made a motion and Councilmember Korbuly seconded the motion to approved the minutes from the January 23, 2018, TIRZ No. 1 Board Meeting. The motion was approved by a vote of 8-0.

Deputy Mayor Pro-Tem Jason Dixon arrived and took his place at the Council dais.

4. Receive the 2018 Annual Report.

Hulon Webb, Executive Director of Development and Community Services, provided an update on the TIRZ No. 1 (Gates of Prosper) project. The TIRZ No. 1 area is comprised of the northeast and northwest corners of Preston Road (SH 289) and US Highway 380. Mr. Webb reviewed some of the businesses within the District that received Certificates of Occupancy in 2018, representing 435,000 square feet of space. Mr. Webb provided an overview of the TIRZ funds used for eligible infrastructure projects for the reporting year, which totaled approximately \$2.8 million. This is the fourth annual reporting period. Approximately \$11.9 million in project reimbursements have been requested from developers to date.

Finance Director Kelly Neal continued the presentation with an overview of the financial report ending September 30, 2018. TIRZ No. 1 has received approximately \$1.95 million in revenue this reporting period through property tax, sales tax, and impact fee revenue.

and earned interest. Approximately \$1.8 million of the \$11.9 million in reimbursement requests has been expended during this reporting period. The remaining fund balance is approximately \$293,000, and the outstanding balance owed on approved reimbursement requests to date is approximately \$8.8 million.

This item was informational only, and required no action.

5. Adjourn.

The meeting was adjourned at 6:27 p.m., on Tuesday, January 22, 2019.

These minutes approved on the 28th day of January 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

DRAFT

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1



Town of Prosper, Texas

Tax Increment Reinvestment Zone #1
(TIRZ #1)

ANNUAL REPORT

2019

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

Item 2.

As of September 30, 2019

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- 3) Year End Summary of Meetings/Town Council/Board Actions
- 4) Public Infrastructure/Building Projects
- 5) Capital Improvement Plan Budget
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- 7) TIRZ Fund Financial Statement
- 8) Revenue & Expenditures
 - a) TIRZ Rollback Tax Map
 - b) Rollback Tax Revenue
 - c) Property Tax Revenue
 - d) Impact Fee Revenue
 - e) Payment Summaries

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

Item 2.

As of September 30, 2019

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

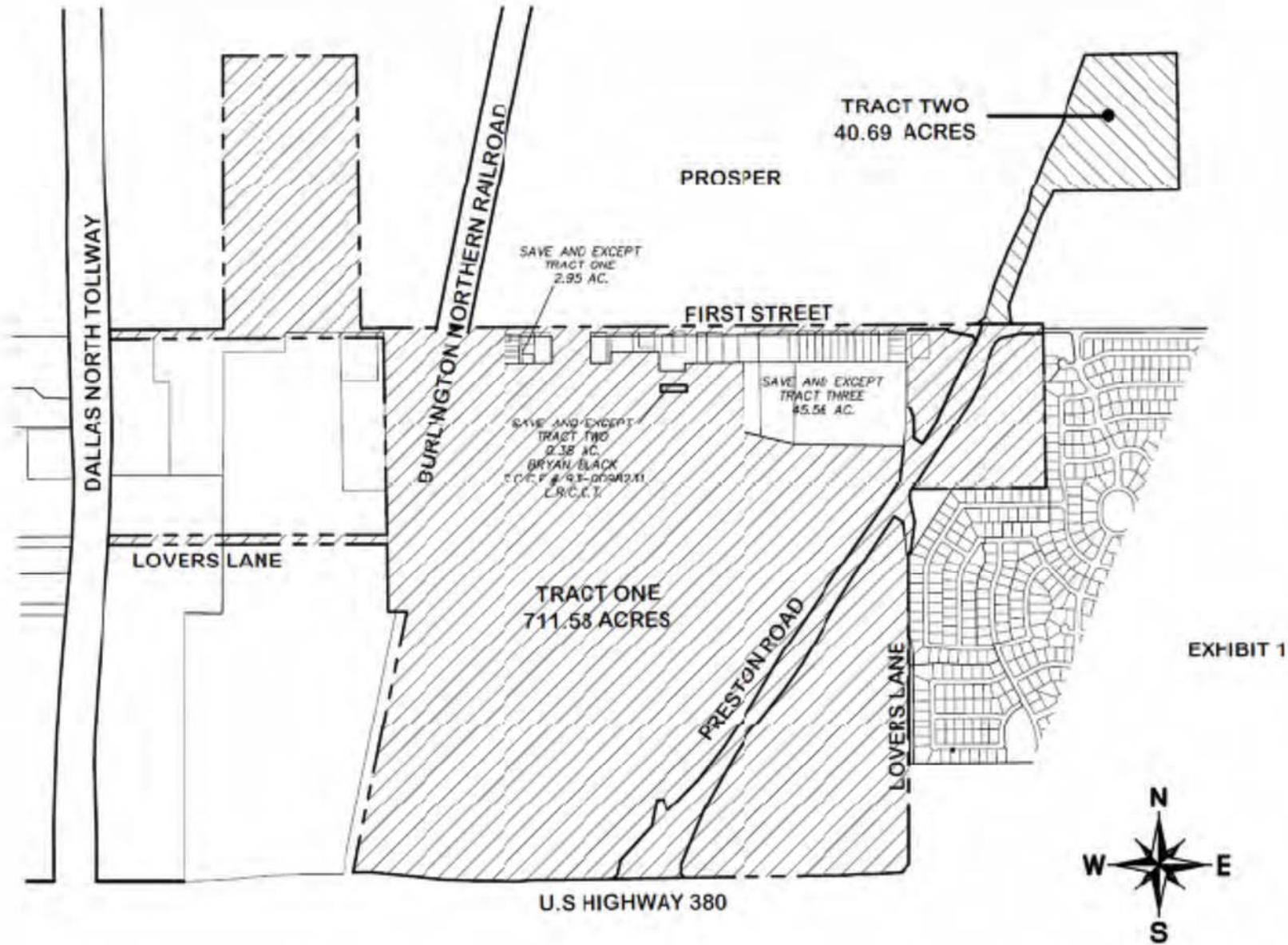
In December 2015, the Town of Prosper Town Council appointed members for the first Tax Increment Reinvestment Zone #1 (TIRZ #1) Board of Directors. In the latter part of 2015 Blue Star Land commenced construction on its Gates of Prosper development at the northeast corner of US 380 and Preston Road with the installation of a large sanitary sewer line from the west, thus marking the first improvements made to the TIRZ #1 site. The first annual TIRZ Board of Directors meeting was held on January 26, 2016. The second annual TIRZ Board of Directors meeting was held on April 11, 2017. The third annual TIRZ Board of Directors meeting was held on January 23, 2018. The fourth annual TIRZ Board of Directors meeting was held on January 22, 2019. This is the fifth year that the board has reviewed the annual report.

Board members appointed and currently serving are: Town—Mayor Ray Smith, Mayor Pro-Tem Curry Vogelsang, Jr., Deputy Mayor Pro-Tem Jason Dixon, and Councilmembers Marcus E. Ray, Craig Andres, Meigs Miller, and Jeff Hodges. Collin County – County Commissioner Susan Fletcher. Prosper Economic Development Corporation – Vice President David Bristol.

During this reporting period, the following buildings received Certificate of Occupancy.

Business Name	Address	Area	CO Issued Date
Hana Hibachi	1151 South Preston Road, Suite 30	3,864 sq. ft.	12/14/2018
Quest Diagnostics	500 Richland Boulevard, Suite 11	743 sq. ft.	12/19/2018
Serendipity Treats LLC	1101 South Preston Road, Suite 20	1,038 sq. ft.	1/7/2019
The Lash Lounge	750 Richland Boulevard, Suite 40	1,205 sq. ft.	1/24/2019
Pie Five Pizza	1101 South Preston Road, Suite 10	2,250 sq. ft.	1/25/2019
The Chinese Neighbor	750 Richland Boulevard, Suite 90	1,570 sq. ft.	5/8/2019
Panera Bread Company	581 Richland Boulevard	4,447 sq. ft.	5/13/2019
Essentials PetCare Texas, LLC	500 Richland Boulevard, Suite 402	1,306 sq. ft.	5/15/2019
Olive Garden	1161 South Preston Road	7,821 sq. ft.	5/16/2019
Firehouse Subs	1141 South Preston Road, Suite 20	1,700 sq. ft.	6/12/2019
Sabaidee Lao & Thai Street Food	1111 South Preston Road, Suite 20	1,360 sq. ft.	9/6/2019

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019



Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019

PUBLIC INFRASTRUCTURE / BUILDING PROJECTS

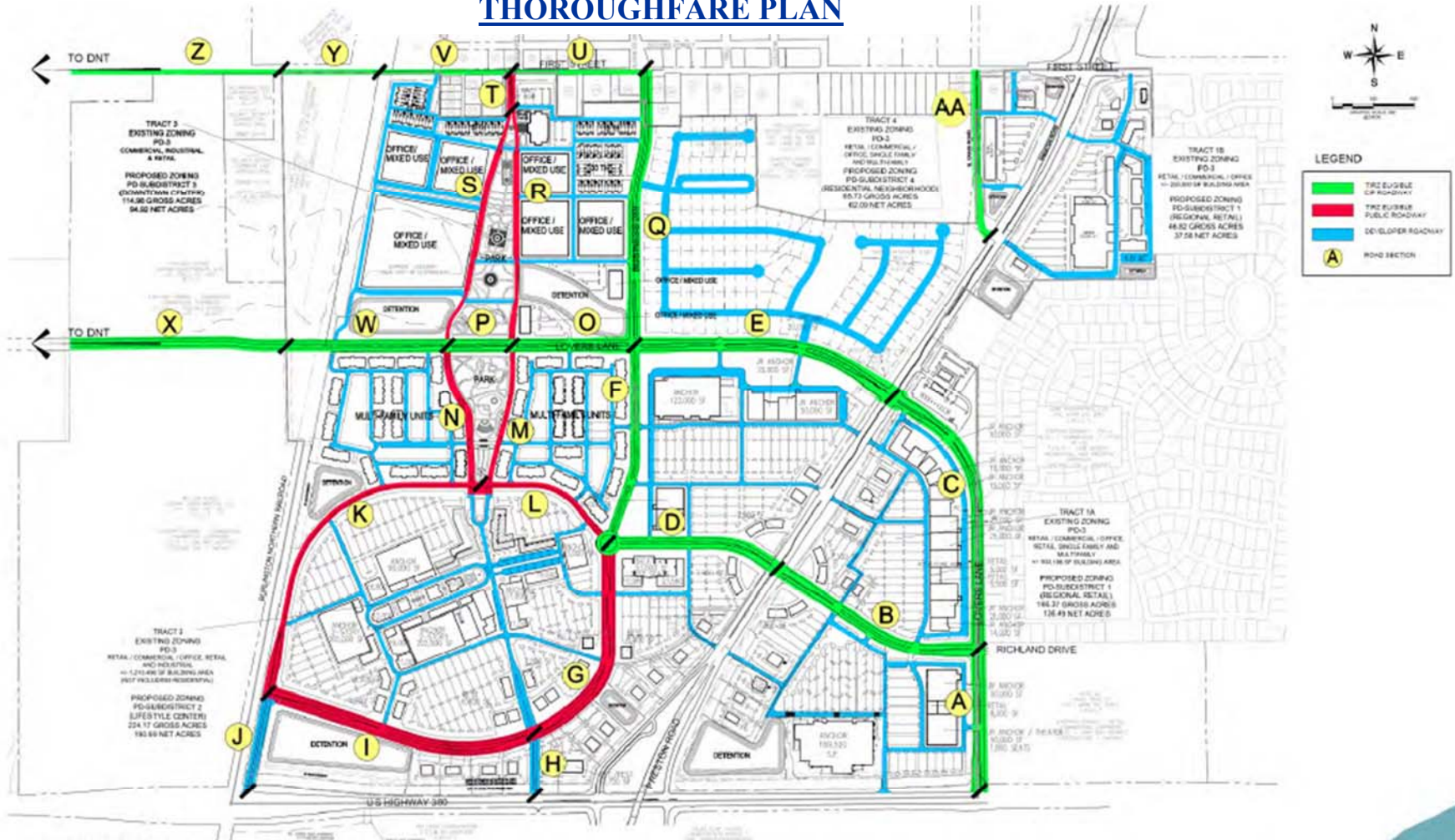
SUMMARY OF PROJECT COSTS				
DESCRIPTION	TOTAL COST	TIRZ ELIGIBLE CIP COST	TIRZ ELIGIBLE PUBLIC COST	DEVELOPER COST
Thoroughfare	\$57,667,225.00	\$24,756,875.00	\$6,858,100.00	\$26,052,250.00
Wastewater	\$8,599,210.00	\$5,697,850.00	\$0.00	\$2,901,390.00
Water	\$9,256,850.00	\$2,753,100.00	\$2,614,000.00	\$3,889,750.00
Drainage and Detention/Retention	\$9,756,100.00	\$1,116,000.00	\$5,221,050.00	\$3,089,050.00
Utility Relocations	\$3,850,000.00	\$0.00	\$1,925,000.00	\$1,925,000.00
Electrical Duct Bank	\$5,530,000.00	\$0.00	\$2,500,000.00	\$3,030,000.00
Parks / Open Space	\$5,200,000.00	\$0.00	\$2,500,000.00	\$2,700,000.00
Entry Features and Roundabout	\$3,275,000.00	\$0.00	\$1,637,500.00	\$1,637,500.00
GRAND TOTAL	\$103,134,415.00	\$34,653,825.00	\$23,255,650.00	\$45,224,940.00
TOTAL TIRZ ELIGIBLE COSTS		\$57,909,475		

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019

SUMMARY OF PROJECT COSTS BY PHASE									
DESCRIPTION	TOTAL COST	PHASE 1A	PHASE 1B	PHASE 2A	PHASE 2B	PHASE 3A	PHASE 3B	PHASE 4A	
Thoroughfare	TOTAL	\$57,667,225.00	\$9,219,035.71	\$6,367,410.71	\$16,063,285.71	\$2,935,805.71	\$6,159,785.71	\$6,651,785.71	\$10,270,035.71
	TIRZ ELIG. CIP	\$24,756,875.00	\$4,139,392.86	\$4,515,267.86	\$302,142.86	\$2,158,142.86	\$1,788,392.86	\$1,650,642.86	\$10,202,892.86
	TIRZ ELIG. PUBLIC	\$6,858,100.00	\$67,142.86	\$67,142.86	\$4,310,642.86	\$777,742.86	\$67,142.86	\$1,501,142.86	\$67,142.86
	DEVELOPER COST	\$26,052,250.00	\$5,012,500.00	\$1,785,000.00	\$11,450,500.00	\$0.00	\$4,304,250.00	\$3,500,000.00	\$0.00
Wastewater	TOTAL	\$8,599,240.00	\$5,901,350.00	\$671,450.00	\$1,113,300.00	\$0.00	\$344,340.00	\$568,800.00	\$0.00
	TIRZ ELIG. CIP	\$5,697,850.00	\$5,210,000.00	\$487,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	DEVELOPER COST	\$2,901,390.00	\$691,350.00	\$183,600.00	\$1,113,300.00	\$0.00	\$344,340.00	\$568,800.00	\$0.00
Water	TOTAL	\$9,256,850.00	\$1,259,700.00	\$2,053,300.00	\$3,487,850.00	\$360,000.00	\$587,600.00	\$1,243,400.00	\$265,000.00
	TIRZ ELIG. CIP	\$2,753,100.00	\$0.00	\$1,291,500.00	\$1,003,200.00	\$0.00	\$0.00	\$458,400.00	\$0.00
	TIRZ ELIG. PUBLIC	\$2,614,000.00	\$468,000.00	\$466,000.00	\$645,000.00	\$360,000.00	\$205,000.00	\$205,000.00	\$265,000.00
	DEVELOPER COST	\$3,889,750.00	\$791,700.00	\$295,800.00	\$1,839,650.00	\$0.00	\$382,600.00	\$580,000.00	\$0.00
Drainage and Detention/Retention	TOTAL	\$9,756,100.00	\$2,043,928.57	\$1,474,128.57	\$2,631,928.57	\$606,328.57	\$807,128.57	\$1,692,728.57	\$499,928.57
	TIRZ ELIG. CIP	\$1,446,000.00	\$365,400.00	\$974,200.00	\$0.00	\$106,400.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$5,221,050.00	\$839,264.29	\$249,964.29	\$2,381,964.29	\$249,964.29	\$403,564.29	\$846,364.29	\$249,964.29
	DEVELOPER COST	\$3,089,050.00	\$839,264.29	\$249,964.29	\$249,964.29	\$249,964.29	\$403,564.29	\$846,364.29	\$249,964.29
Utility Relocations	TOTAL	\$3,850,000.00	\$0.00	\$0.00	\$2,200,000.00	\$0.00	\$0.00	\$450,000.00	\$1,200,000.00
	TIRZ ELIG. CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$1,925,000.00	\$0.00	\$0.00	\$1,100,000.00	\$0.00	\$0.00	\$225,000.00	\$600,000.00
	DEVELOPER COST	\$1,925,000.00	\$0.00	\$0.00	\$1,100,000.00	\$0.00	\$0.00	\$225,000.00	\$600,000.00
Electrical Duct Bank	TOTAL	\$5,530,000.00	\$790,000.00	\$1,752,500.00	\$1,095,000.00	\$472,500.00	\$0.00	\$262,500.00	\$1,157,500.00
	TIRZ ELIG. CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$2,500,000.00	\$790,000.00	\$1,710,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	DEVELOPER COST	\$3,030,000.00	\$0.00	\$42,500.00	\$1,095,000.00	\$472,500.00	\$0.00	\$262,500.00	\$1,157,500.00
Parks / Open Space	TOTAL	\$5,200,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$2,080,000.00	\$260,000.00	\$2,080,000.00	\$0.00
	TIRZ ELIG. CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$2,500,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$1,720,000.00	\$0.00	\$0.00	\$0.00
	DEVELOPER COST	\$2,700,000.00	\$0.00	\$0.00	\$0.00	\$360,000.00	\$260,000.00	\$2,080,000.00	\$0.00
Entry Features and Roundabout	TOTAL	\$3,275,000.00	\$467,857.14	\$467,857.14	\$467,857.14	\$467,857.14	\$467,857.14	\$467,857.14	\$467,857.14
	TIRZ ELIG. CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$1,637,500.00	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57
	DEVELOPER COST	\$1,637,500.00	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57
TOTALS	TOTAL	\$103,134,415.00	\$19,941,871.43	\$13,046,646.43	\$27,319,221.43	\$6,922,571.43	\$8,626,711.43	\$13,417,071.43	\$13,860,321.43
	TIRZ ELIG. CIP	\$34,653,825.00	\$9,714,792.86	\$7,268,817.86	\$1,305,342.86	\$2,264,542.86	\$1,788,392.86	\$2,109,042.86	\$10,202,892.86
	TIRZ ELIG. PUBLIC	\$23,255,650.00	\$2,658,335.71	\$2,987,035.71	\$8,931,535.71	\$3,341,635.71	\$909,635.71	\$3,011,435.71	\$1,416,035.71
	DEVELOPER COST	\$45,224,940.00	\$7,568,742.86	\$2,790,792.86	\$17,082,342.86	\$1,316,392.86	\$5,928,682.86	\$8,296,592.86	\$2,241,392.86

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019

THOROUGHFARE PLAN



THOROUGHFARE PLAN
GATES OF PROSPER

PROSPER, TX
 MAY 19, 2014

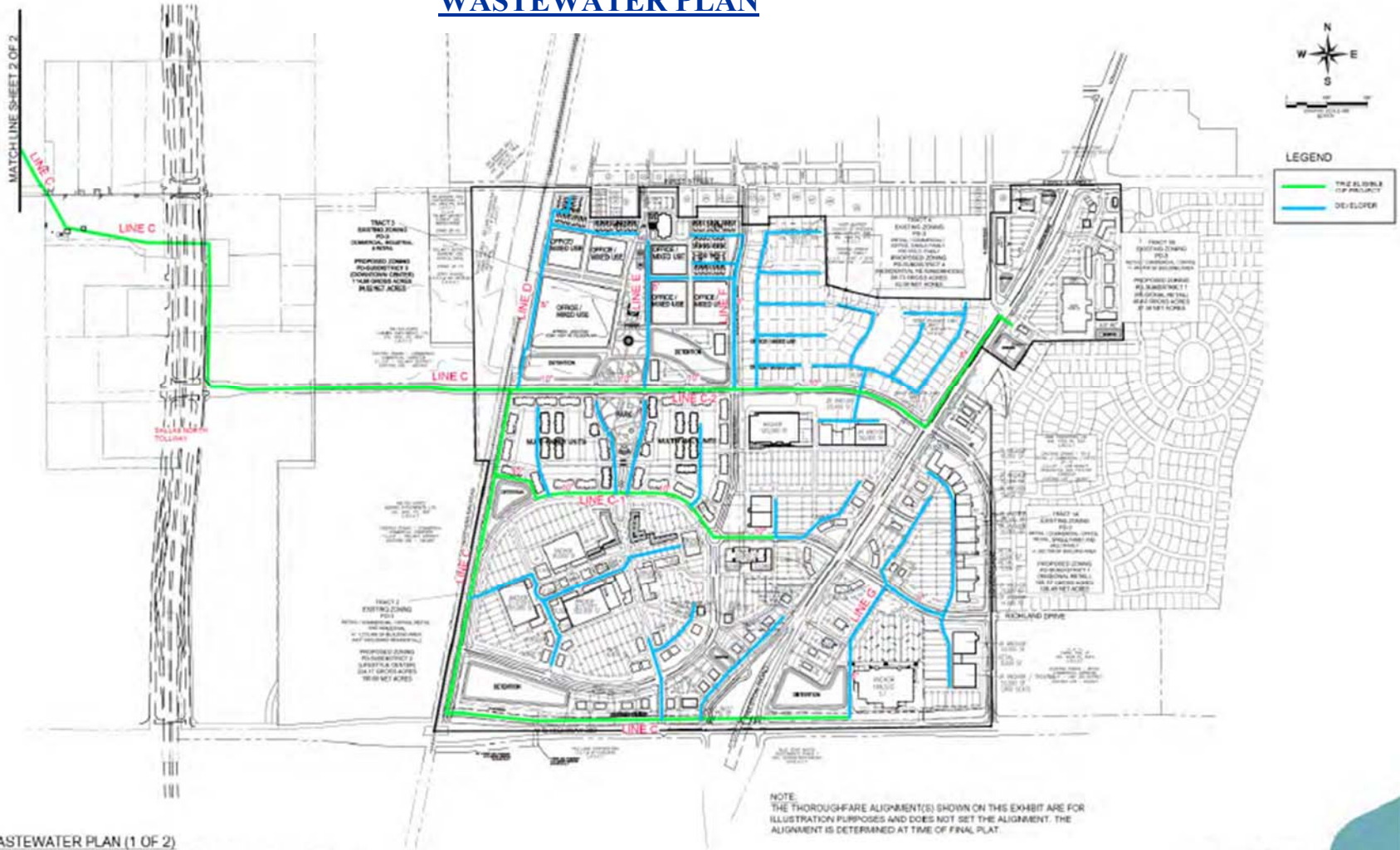
Kimley»Horn

5702 Omega Court
 Suite 200
 Frisco, Texas 75034
 972.128.4800
 State of Texas Registration No. P-102

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2019

WASTEWATER PLAN



WASTEWATER PLAN (1 OF 2)
GATES OF PROSPER

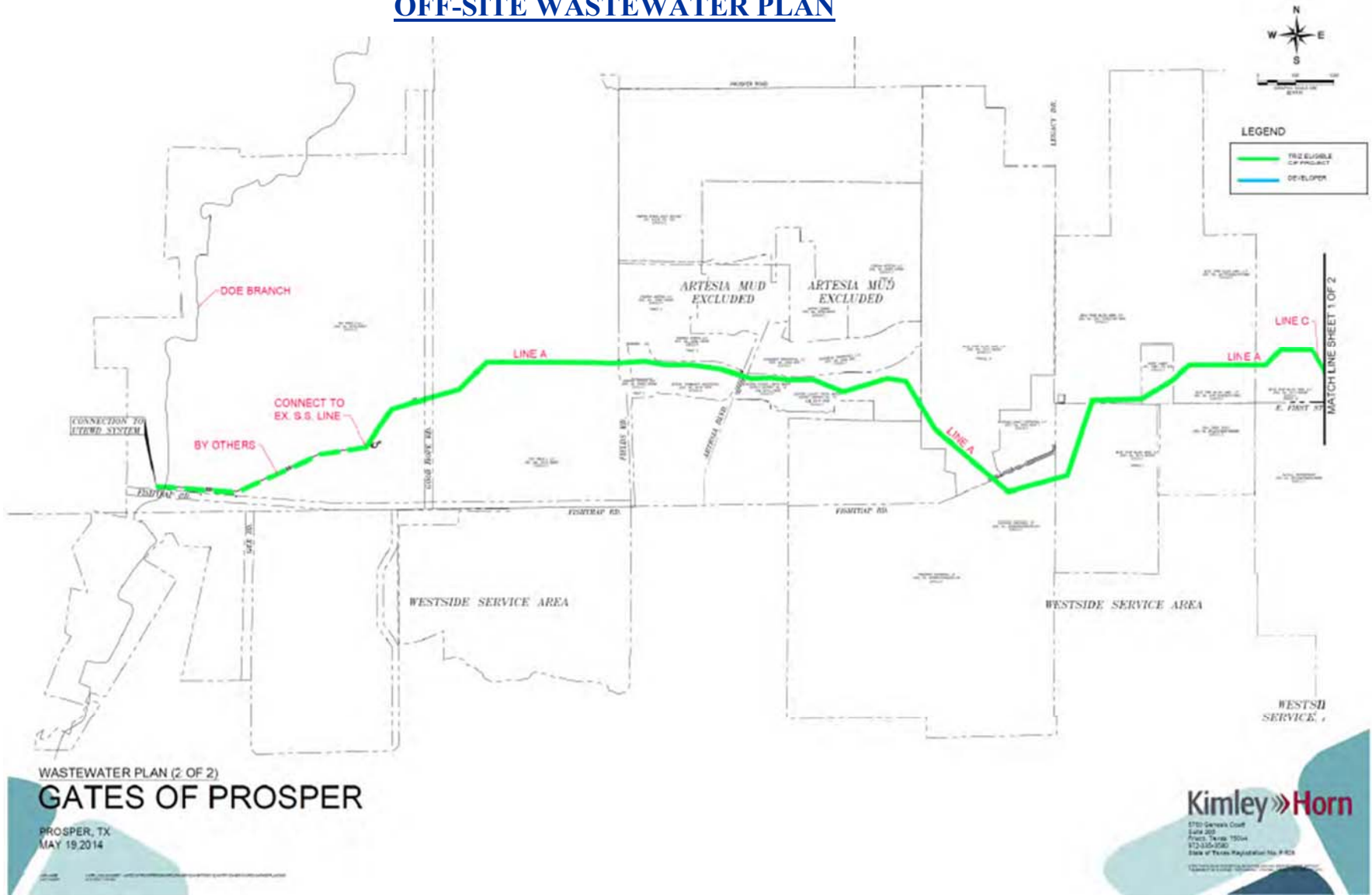
PROSPER, TX
 MAY 19, 2014

Kimley»Horn

8787 Delwood Court
 Suite 200
 Plano, Texas 75074
 (972) 398-3382
 State of Texas Registration No. P-62

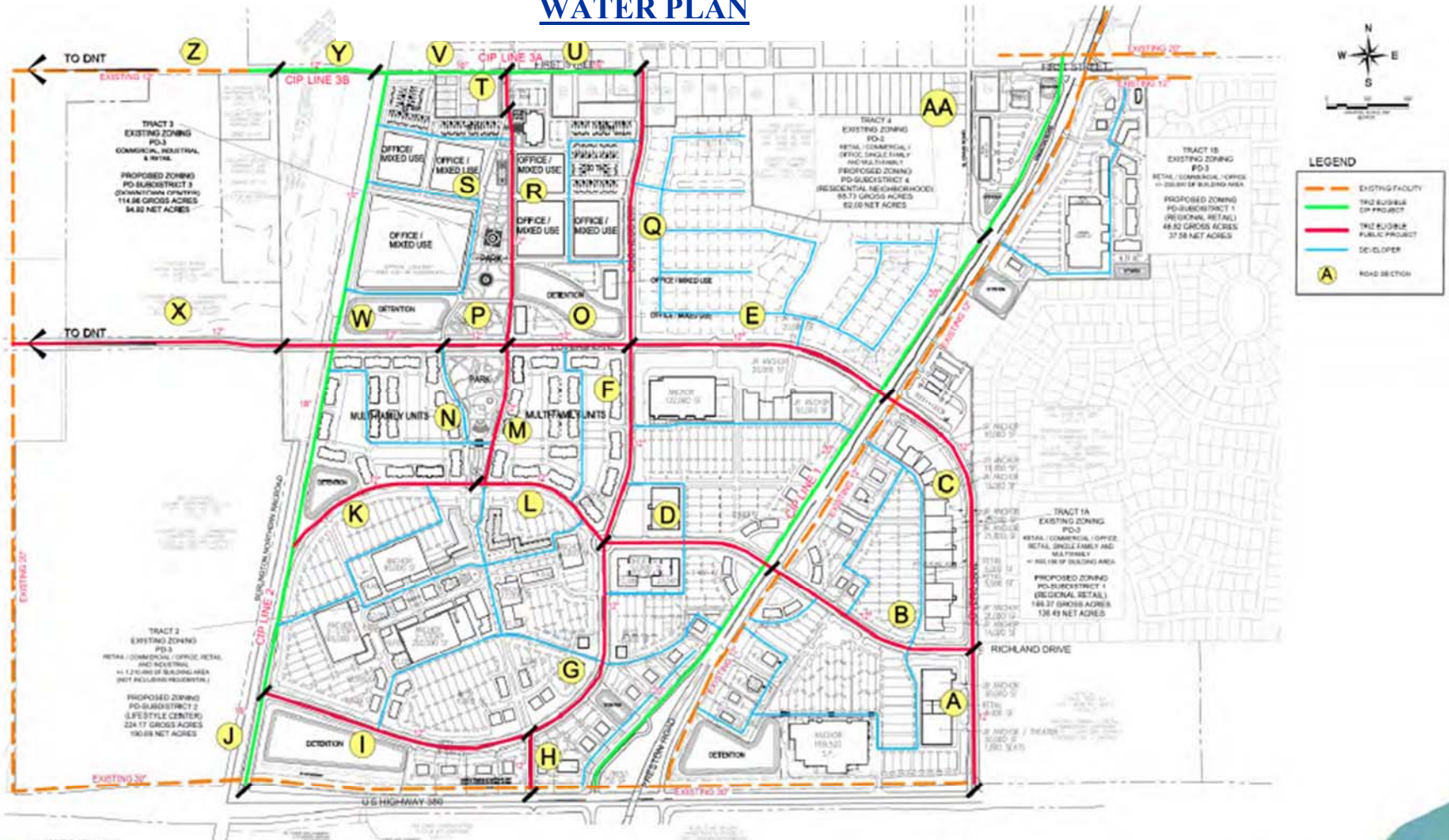
Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019

OFF-SITE WASTEWATER PLAN



Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019

WATER PLAN



WATER PLAN
GATES OF PROSPER

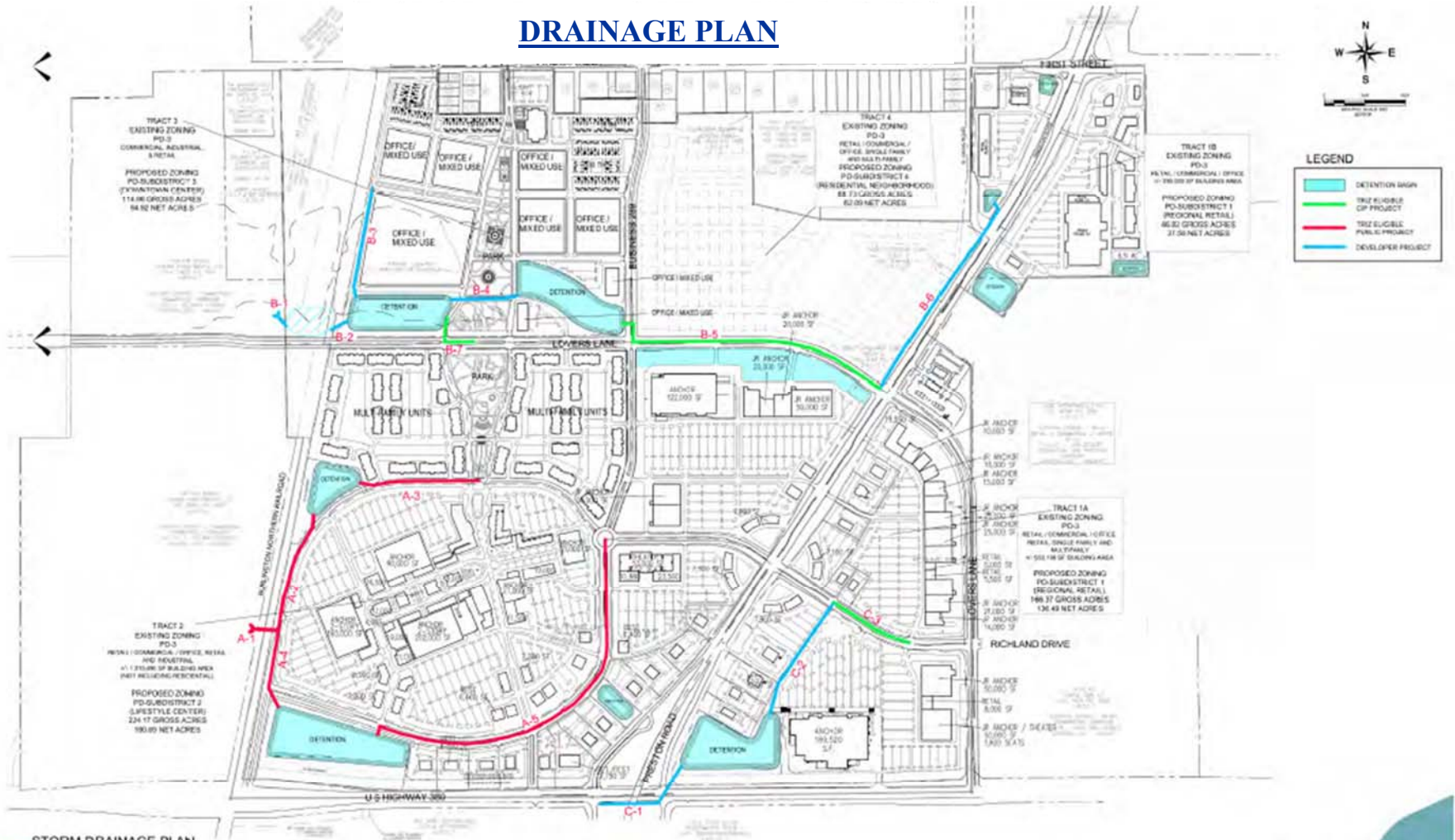
PROSPER, TX
 MAY 19, 2014

Kimley»Horn

8780 Barkers Court
 Suite 200
 Dallas, Texas 75048
 972-339-3980
 Date of Texas Registration No. P-623

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019

DRAINAGE PLAN



STORM DRAINAGE PLAN
GATES OF PROSPER

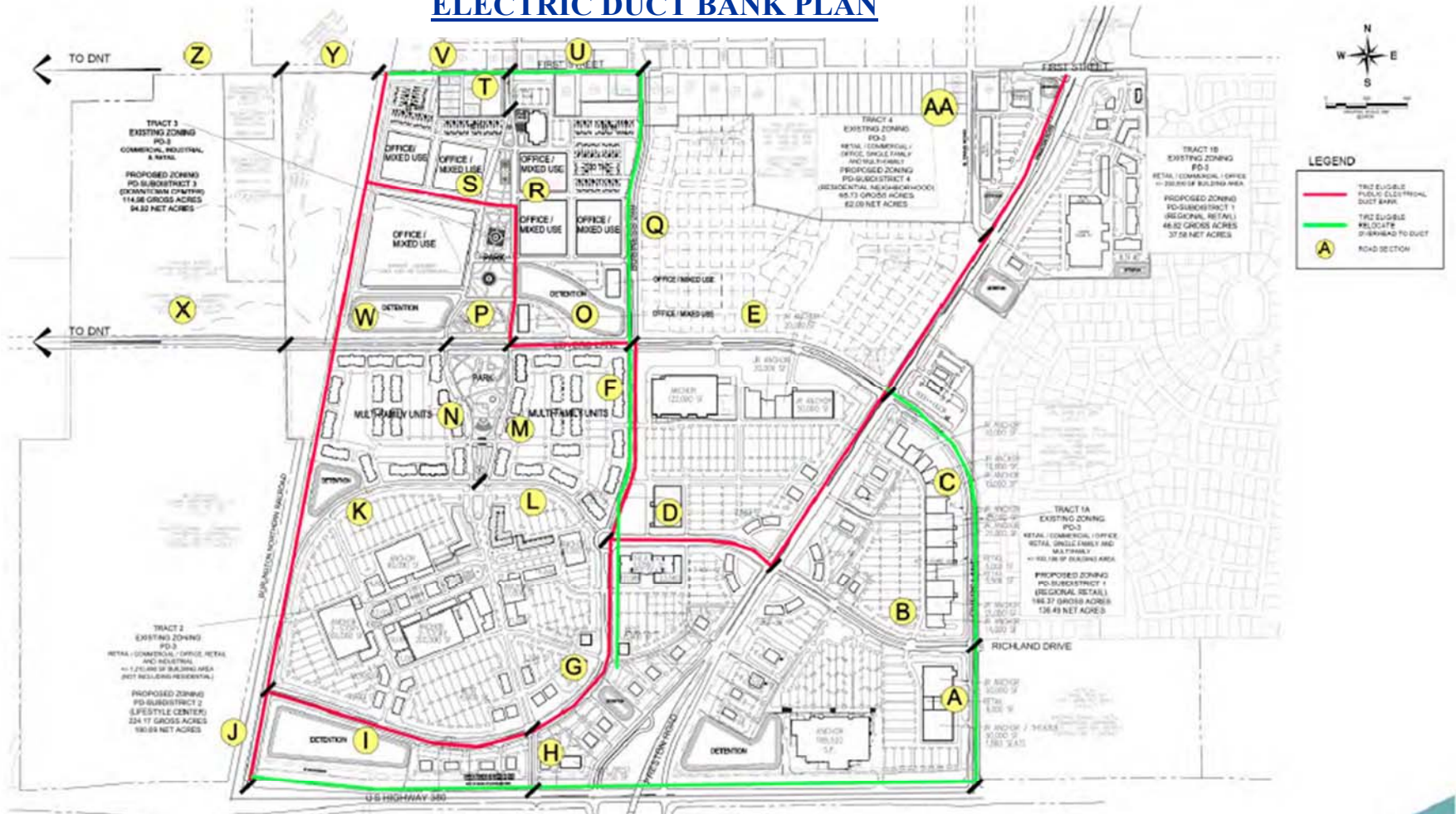
PROSPER, TX
MAY 19, 2014

Kimley Horn

5755 Greenville Court
9th Floor
Frisco, Texas 75034
972.339.3900
www.kimleyhorn.com

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019

ELECTRIC DUCT BANK PLAN



PUBLIC ELECTRIC DUCT BANK PLAN
GATES OF PROSPER

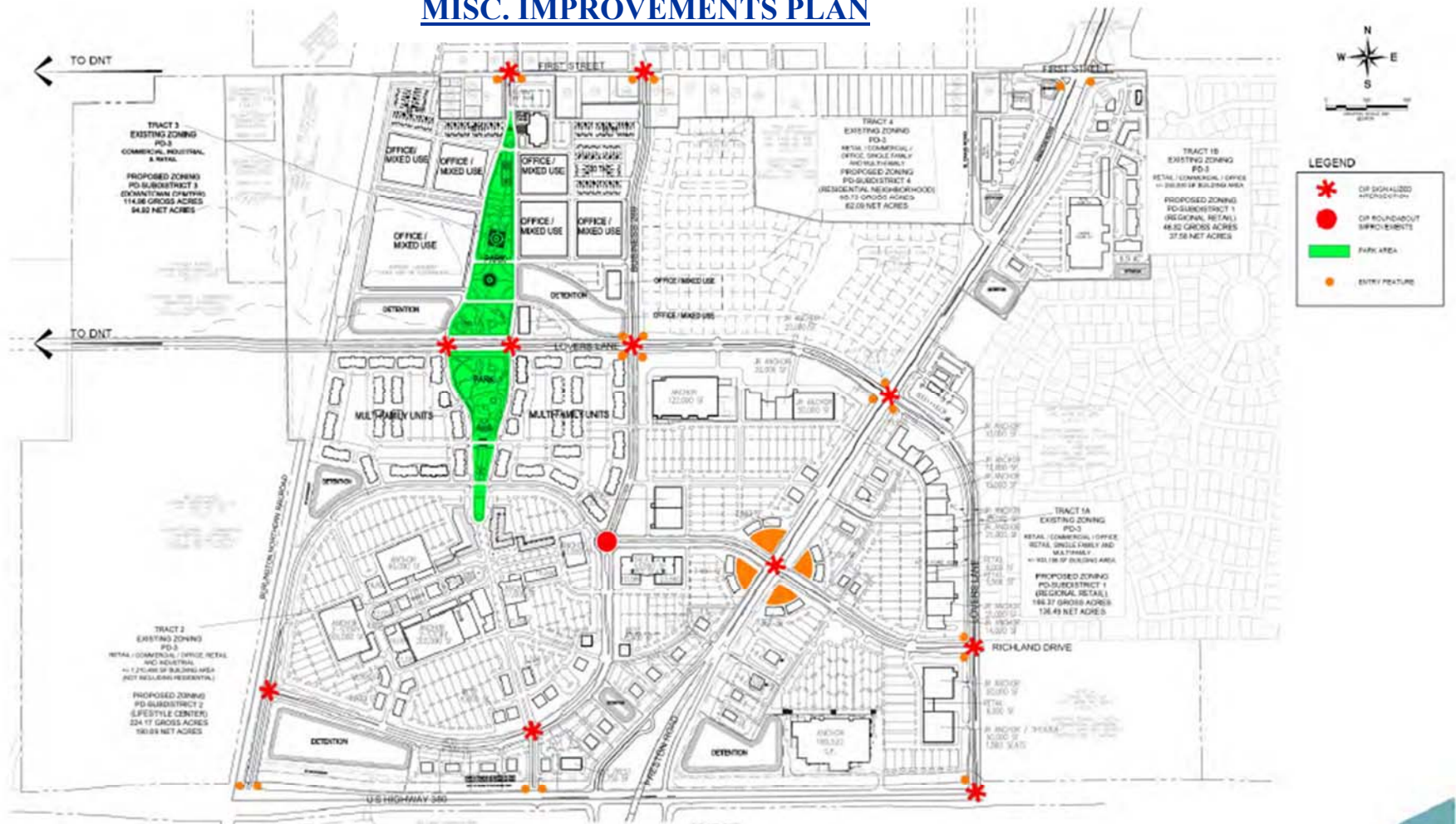
PROSPER, TX
MAY 19, 2014

Kimley»Horn

3180 Delmar Court
Tulsa, OK 74106
(918) 436-3983
State of Texas Registration Exp. 4/30/15

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2019

MISC. IMPROVEMENTS PLAN



MISCELLANEOUS IMPROVEMENTS
GATES OF PROSPER

PROSPER, TX
 MAY 19, 2014

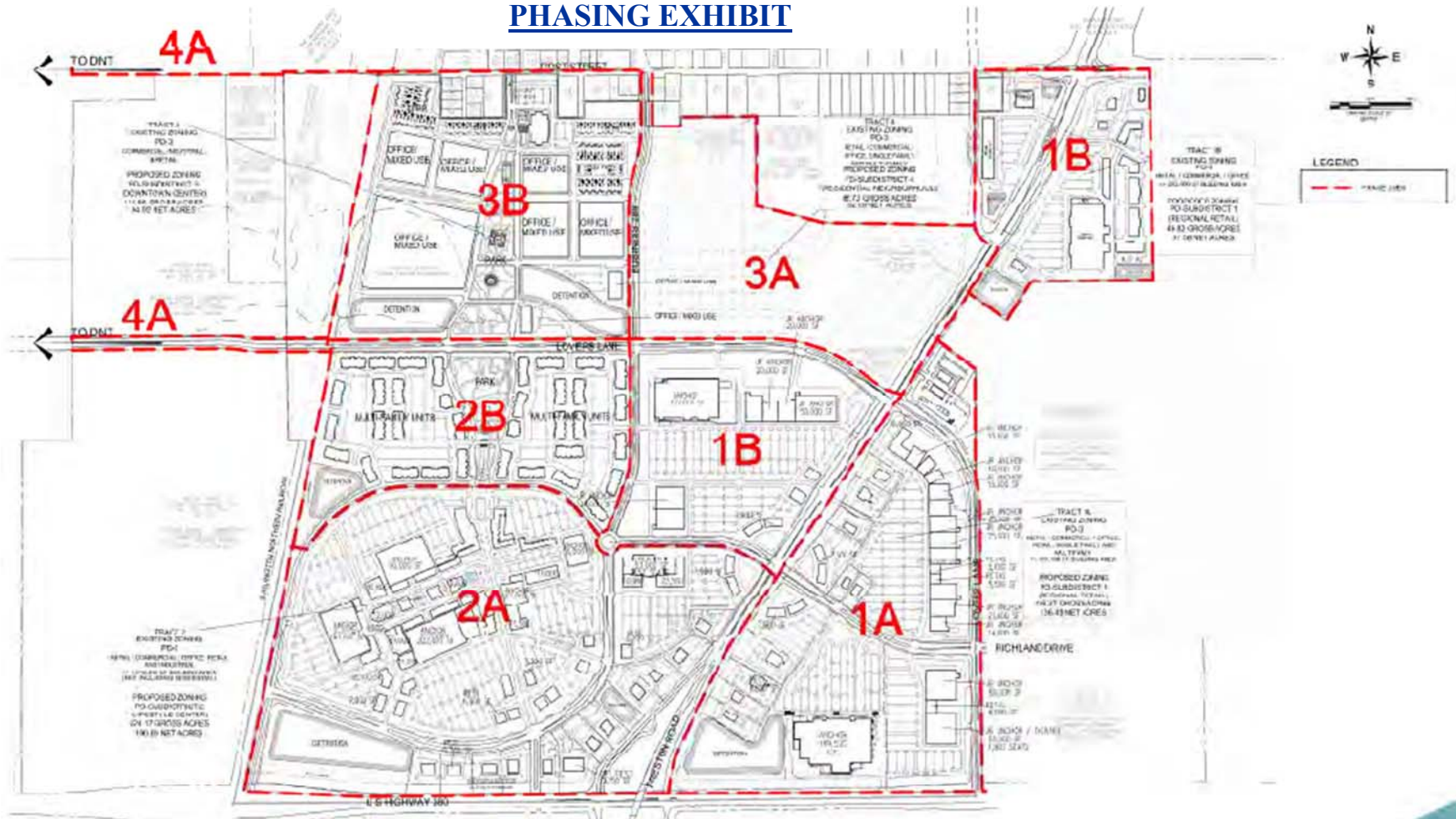
Kimley»Horn

8780 Denham Court
 Park 200
 Frisco, Texas 75034
 972.259.2800
 State of Texas Registration No. FACS

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2019

PHASING EXHIBIT



PHASING EXHIBIT
GATES OF PROSPER

PROSPER, TX
 MAY 19, 2014

Kimley Horn

2700 West Loop
 Suite 200
 Irving, Texas 75039
 972.236.2500
 State of Texas Professional No. P-121

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

Item 2.

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PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

ROADWAYS

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Section A	CIP Roadway	4-Lane Road	1,030	LF	\$725.00	\$746,750.00	1A
Section B	CIP Roadway	4-Lane Road	1,650	LF	\$725.00	\$1,196,250.00	1A
Section C	CIP Roadway	4-Lane Road	2,130	LF	\$725.00	\$1,544,250.00	1A
Section D	CIP Roadway	4-Lane Road	1,290	LF	\$725.00	\$935,250.00	1B
Section E	CIP Roadway	4-Lane Road	1,990	LF	\$725.00	\$1,442,750.00	1B
Section F	CIP Roadway	4-Lane Road	1,480	LF	\$725.00	\$1,073,000.00	1B
Section G	TIRZ Eligible Public Roadway	4-Lane Road	1,670	LF	\$725.00	\$1,210,750.00	2A
Section H	Developer Roadway	4-Lane Road	460	LF	\$725.00	\$333,500.00	2A
Section I	TIRZ Eligible Public Roadway	4-Lane Road	2,020	LF	\$725.00	\$1,464,500.00	2A
Section J	Developer Roadway	3-Lane Road	690	LF	\$425.00	\$293,250.00	2A
Section K	TIRZ Eligible Public Roadway	3-Lane Road	2,580	LF	\$425.00	\$1,096,500.00	2A
Section L	TIRZ Eligible Public Roadway	3-Lane Road	1,110	LF	\$425.00	\$471,750.00	2A
Section M	TIRZ Eligible Public Roadway	2-Lane Road	1,040	LF	\$340.00	\$353,600.00	2B
Section N	TIRZ Eligible Public Roadway	2-Lane Road	1,050	LF	\$340.00	\$357,000.00	2B
Section O	CIP Roadway	4-Lane Road	900	LF	\$725.00	\$652,500.00	2B
Section P	CIP Roadway	4-Lane Road	470	LF	\$725.00	\$340,750.00	2B
Section Q	CIP Roadway	4-Lane Road	2,050	LF	\$725.00	\$1,486,250.00	3A
Section R	TIRZ Eligible Public Roadway	2-Lane Road	1,690	LF	\$340.00	\$574,600.00	3B
Section S	TIRZ Eligible Public Roadway	2-Lane Road	1,760	LF	\$340.00	\$598,400.00	3B
Section T	TIRZ Eligible Public Roadway	4-Lane Road	360	LF	\$725.00	\$261,000.00	3B
Section U	CIP Roadway	4-Lane Road	990	LF	\$725.00	\$717,750.00	3B
Section V	CIP Roadway	4-Lane Road	870	LF	\$725.00	\$630,750.00	3B
Section W	CIP Roadway	4-Lane Road	1,190	LF	\$725.00	\$862,750.00	2B
Section X	CIP Roadway	4-Lane Road	2,650	LF	\$725.00	\$1,921,250.00	4A
Section Y	CIP Roadway	4-Lane Road	820	LF	\$725.00	\$594,500.00	4A
Section Z	CIP Roadway	4-Lane Road	2,600	LF	\$725.00	\$1,885,000.00	4A
Section AA	CIP Roadway	3-Lane Road	1,205	LF	\$425.00	\$512,125.00	1B
Subdistrict 01B	Developer Roadways	2-Lane Road	5,100	LF	\$350.00	\$1,785,000.00	1B
Subdistrict 01A	Developer Roadways	2-Lane Road	13,650	LF	\$350.00	\$4,777,500.00	1A
Subdistrict 02	Developer Roadways	2-Lane Road	30,925	LF	\$350.00	\$10,823,750.00	2A
Subdistrict 03	Developer Roadways	2-Lane Road	10,000	LF	\$350.00	\$3,500,000.00	3B
Subdistrict 04	Developer Roadways	City Std 31' B-B Roadway	9,565	LF	\$450.00	\$4,304,250.00	3A

CIP Roadway:	LENGTH=	23,315	SUBTOTAL=	\$16,541,875.00
TIRZ Eligible Public Roadway:	LENGTH=	13,280	SUBTOTAL=	\$6,388,100.00
Developer Roadway:	LENGTH=	70,390	SUBTOTAL=	\$25,817,250.00
TOTAL ROADWAY:	LENGTH=	106,985	SUBTOTAL=	\$48,747,225.00

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ADDITIONAL ROADWAY ITEMS

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Preston Road	CIP	Median Opening and Turn Lane	2	LS	\$175,000.00	\$350,000.00	1A
Preston Road	Developer	Median Opening and Turn Lane	1	LS	\$175,000.00	\$175,000.00	1A
Multiple Locations	CIP	Traffic Sig. Des. and Const.	9	LS	\$235,000.00	\$2,115,000.00	ALL
Multiple Locations	TIRZ Eligible Public	Traffic Sig. Des. And const.	2	LS	\$235,000.00	\$470,000.00	ALL
Richland Blvd.	CIP	Traffic Roundabout	1	LS	\$250,000.00	\$250,000.00	1B
Lovers Lane	CIP	RR Crossing Bridge	1	LS	\$5,500,000.00	\$5,500,000.00	4A
All	Developer	Traffic Impact Analysis (TIA)	1	LS	\$60,000.00	\$60,000.00	1A

CIP Items= \$8,215,000.00
TIRZ Eligible Public Items= \$470,000.00
Developer Items= \$235,000.00
SUBTOTAL= \$8,920,000.00

TOTAL= \$57,667,225.00

WASTEWATER

Line	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Lines A and C	CIP Project	Trunk Sewer Main	1	LS	\$5,210,000.00	\$5,210,000.00	1A
Line C-1	CIP Project	10" SSWR	3,050	LF	\$55.00	\$167,750.00	1B
Line C-2	CIP Project	10" SSWR	5,820	LF	\$55.00	\$320,100.00	1B
Line D	Developer Project	8" SSWR	1,660	LF	\$45.00	\$74,700.00	3B
Line E	Developer Project	8" SSWR	1,460	LF	\$45.00	\$65,700.00	3B
Line F	Developer Project	8" SSWR	1,520	LF	\$45.00	\$68,400.00	3B
Line G	Developer Project	8" SSWR	1,110	LF	\$45.00	\$49,950.00	1A
Subdistrict 01B	Developer Project	8" SSWR	4,080	LF	\$45.00	\$183,600.00	1B
Subdistrict 01A	Developer Project	8" SSWR	10,920	LF	\$45.00	\$491,400.00	1A
Subdistrict 02	Developer Project	8" SSWR	24,740	LF	\$45.00	\$1,113,300.00	2A
Subdistrict 03	Developer Project	8" SSWR	8,000	LF	\$45.00	\$360,000.00	3B
Subdistrict 04	Developer Project	8" SSWR	7,652	LF	\$45.00	\$344,340.00	3A
All	Developer Project	Master Utility Plan	1	LS	\$150,000.00	\$150,000.00	1A

CIP Wastewater: TOTAL= \$5,697,850.00
TIRZ Eligible Public Wastewater: TOTAL=
Developer Wastewater: TOTAL= \$2,901,390.00
TOTAL WASTEWATER: TOTAL= \$8,599,240.00

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WATER

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
CIP Line 1	CIP	20" Waterline	6,300	LF	\$205.00	\$1,291,500.00	1B
CIP Line 2	CIP	16" Waterline	5,280	LF	\$190.00	\$1,003,200.00	2A
CIP Line 3a	CIP	16" Waterline	1,860	LF	\$190.00	\$353,400.00	3B
CIP Line 3b	CIP	12" Waterline	1,050	LF	\$100.00	\$105,000.00	3B
Section A	TIRZ Eligible Public Project	12" Waterline	990	LF	\$100.00	\$99,000.00	1A
Section B	TIRZ Eligible Public Project	12" Waterline	1,510	LF	\$100.00	\$151,000.00	1A
Section C	TIRZ Eligible Public Project	12" Waterline	2,180	LF	\$100.00	\$218,000.00	1A
Section D	TIRZ Eligible Public Project	12" Waterline	1,240	LF	\$100.00	\$124,000.00	1B
Section E	TIRZ Eligible Public Project	12" Waterline	1,940	LF	\$100.00	\$194,000.00	1B
Section F	TIRZ Eligible Public Project	12" Waterline	1,480	LF	\$100.00	\$148,000.00	1B
Section G	TIRZ Eligible Public Project	12" Waterline	1,650	LF	\$100.00	\$165,000.00	2A
Section H	Developer Project	12" Waterline	460	LF	\$100.00	\$46,000.00	2A
Section I	TIRZ Eligible Public Project	12" Waterline	2,040	LF	\$100.00	\$204,000.00	2A
Section K	TIRZ Eligible Public Project	12" Waterline	1,710	LF	\$100.00	\$171,000.00	2A
Section L	TIRZ Eligible Public Project	12" Waterline	1,050	LF	\$100.00	\$105,000.00	2A
Section M	TIRZ Eligible Public Project	12" Waterline	1,040	LF	\$100.00	\$104,000.00	2B
Section O	TIRZ Eligible Public Project	12" Waterline	900	LF	\$100.00	\$90,000.00	2B
Section P	TIRZ Eligible Public Project	12" Waterline	470	LF	\$100.00	\$47,000.00	2B
Section Q	TIRZ Eligible Public Project	12" Waterline	2,050	LF	\$100.00	\$205,000.00	3A
Section R	TIRZ Eligible Public Project	12" Waterline	1,450	LF	\$100.00	\$145,000.00	3B
Section T	TIRZ Eligible Public Project	12" Waterline	600	LF	\$100.00	\$60,000.00	3B
Section W	TIRZ Eligible Public Project	12" Waterline	1,190	LF	\$100.00	\$119,000.00	2B
Section X	TIRZ Eligible Public Project	12" Waterline	2,650	LF	\$100.00	\$265,000.00	4A
Subdistrict 01B	Developer Project	8" & 12" Waterline	5,100	LF	\$58.00	\$295,800.00	1B
Subdistrict 01A	Developer Project	8" & 12" Waterline	13,650	LF	\$58.00	\$791,700.00	1A
Subdistrict 02	Developer Project	8" & 12" Waterline	30,925	LF	\$58.00	\$1,793,650.00	2A
Subdistrict 03	Developer Project	8" & 12" Waterline	10,000	LF	\$58.00	\$580,000.00	3B
Subdistrict 04	Developer Project	8" Waterline	9,565	LF	\$40.00	\$382,600.00	3A

CIP Water:	LENGTH=	14,490	TOTAL=	\$2,753,100.00
TIRZ Eligible Public Water:	LENGTH=	26,140	TOTAL=	\$2,614,000.00
Developer Water:	LENGTH=	69,700	TOTAL=	\$3,889,750.00
TOTAL WATER:	LENGTH=	110,330	TOTAL=	\$9,256,850.00

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DRAINAGE

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Line A-1	TIRZ Eligible Public Project	4 - 8'x4' MBC	180	LF	\$1,100.00	\$198,000.00	2A
Line A-2	TIRZ Eligible Public Project	2 - 8'x4' MBC	1,440	LF	\$580.00	\$835,200.00	2A
Line A-3	TIRZ Eligible Public Project	10'x4' RCB	1,100	LF	\$310.00	\$341,000.00	2A
Line A-4	TIRZ Eligible Public Project	2 - 8'x4' MBC	130	LF	\$580.00	\$75,400.00	2A
Line A-5	TIRZ Eligible Public Project	10'x4' RCB	1,060	LF	\$310.00	\$328,600.00	2A
		2 - 8'x4' MBC	610	LF	\$580.00	\$353,800.00	2A
Line B-1	Developer Project	2 - 10'x4' MBC	240	LF	\$620.00	\$148,800.00	3B
Line B-2	Developer Project	2 - 10'x4' MBC	310	LF	\$620.00	\$192,200.00	3B
Line B-3	Developer Project	2 - 8'x4' MBC	870	LF	\$580.00	\$504,600.00	3B
Line B-4	Developer Project	2 - 10'x4' MBC	560	LF	\$620.00	\$347,200.00	3B
Line B-5	CIF Project	6'x3' RCB	710	LF	\$200.00	\$142,000.00	1B
		2 - 6'x3' MBC	610	LF	\$400.00	\$244,000.00	1B
		2 - 8'x4' MBC	660	LF	\$580.00	\$382,800.00	1B
		10'x4' RCB	120	LF	\$310.00	\$37,200.00	1B
		2 - 8'x4' MBC	290	LF	\$580.00	\$168,200.00	1B
Line B-6	Developer Project	5'x3' RCB	640	LF	\$180.00	\$115,200.00	3A
		6'x3' RCB	960	LF	\$200.00	\$192,000.00	3A
Line B-7	CIF Project	8'x3' RCB	380	LF	\$280.00	\$106,400.00	2B
Line C-1	Developer Project	2 - 8'x4' MBC	770	LF	\$580.00	\$446,600.00	1A
Line C-2	Developer Project	2 - 9'x4' MBC	970	LF	\$600.00	\$582,000.00	1A
Line C-3	CIF Project	2 - 8'x4' MBC	630	LF	\$580.00	\$365,400.00	1A

CIP Storm:	LENGTH=	3,400	TOTAL=	\$1,446,000.00
TIRZ Eligible Public Storm:	LENGTH=	5,840	TOTAL=	\$2,132,000.00
*Developer Storm:			TOTAL=	\$2,528,600.00
TOTAL STORM:	LENGTH=	13.240	TOTAL=	\$6,106,600.00

DETENTION/STUDIES

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
	*Developer Project	Detention/Retention Ponds	1	LS	\$3,499,500.00	\$3,499,500.00	ALL
	*Developer Project	Master Drainage/Det. Plan	1	LS	\$150,000.00	\$150,000.00	1A

SUBTOTAL= \$3,649,500.00

*Half of the Developer Drainage and Detention Cost is TIRZ eligible per the original Development and Financing Agreement.

TOTAL STORM= \$9,756,100.00

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PUBLIC ELECTRICAL DUCT BANK

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Section A	N/A	Public Electrical Duct Bank	1,030	LF	\$250.00	\$257,500.00	1A
Section C	N/A	Public Electrical Duct Bank	2,130	LF	\$250.00	\$532,500.00	1A
Section D	N/A	Public Electrical Duct Bank	1,290	LF	\$250.00	\$322,500.00	1B
Section F	N/A	Public Electrical Duct Bank	1,480	LF	\$250.00	\$370,000.00	1B
Section G	N/A	Public Electrical Duct Bank	1,670	LF	\$250.00	\$417,500.00	2A
Section I	N/A	Public Electrical Duct Bank	2,020	LF	\$250.00	\$505,000.00	2A
Section J	N/A	Public Electrical Duct Bank	690	LF	\$250.00	\$172,500.00	2A
Section O	N/A	Public Electrical Duct Bank	900	LF	\$250.00	\$225,000.00	2B
Section R	N/A	Public Electrical Duct Bank	990	LF	\$250.00	\$247,500.00	2B
Internal	N/A	Public Electrical Duct Bank	4,630	LF	\$250.00	\$1,157,500.00	4A
From Section J North to First Street							
Internal	N/A	Public Electrical Duct Bank	1,050	LF	\$250.00	\$262,500.00	3B
From Section R West to Railroad							
Internal	N/A	Public Electrical Duct Bank	4,240	LF	\$250.00	\$1,060,000.00	1B
From intersection of Preston and Richland NE along Preston to First Street							

	TIRZ Eligible CIP Items Subtotal=	
	TIRZ Eligible Public Items Subtotal=	\$2,500,000.00
	Developer Items Subtotal=	\$3,030,000.00
TOTAL DUCT BANK LENGTH=	22,120	TOTAL= \$5,530,000.00

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AMENITIES

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
	Public and Developer	Parks/Open Space	1	LS	\$5,200,000.00	\$5,200,000.00	ALL
	Public and Developer	Entry Features and Roundabout	1	LS	\$3,275,000.00	\$3,275,000.00	ALL

CIP Items Subtotal \$0.00
Public Items Subtotal \$4,137,500.00
Developer Items Subtotal \$4,337,500.00
Amenities Subtotal \$8,475,000.00

UTILITY RELOCATIONS

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
	TIRZ Eligible Public Projec	US 380 Overhead to Duct	1	LS	\$2,200,000.00	\$2,200,000.00	2A
	TIRZ Eligible Public Projec	Business 289 Overhead to Duct	1	LS	\$450,000.00	\$450,000.00	3B
	TIRZ Eligible Public Projec	First Street Overhead to Duct	1	LS	\$1,200,000.00	\$1,200,000.00	4A

CIP Items Subtotal
*TIRZ Eligible Public Items Subtotal \$1,925,000.00
*Developer Items Subtotal \$1,925,000.00
SUBTOTAL= \$3,850,000.00

*50% of the Utility relocation costs are TIRZ eligible as per the original Development and Financing Agreement.

OTHER MISC. ITEMS

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase

CIP Items Subtotal \$0.00
Public Items Subtotal \$0.00
Developer Items Subtotal \$0.00
SUBTOTAL= \$0.00

TOTAL= \$12,325,000.00

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CAPITAL IMPROVEMENT PLAN BUDGET

Reimbursement Request No. 5 - June 1, 2019

Payee	Project	Purpose	Amount
Kimley Horn	Richland & Lovers	Engineering and Surveying	1,368.50
Kimley Horn	Richland & Lovers	Landscape Architecture	2,783.75
Kimley Horn	Richland & Lovers	Landscape Architecture	3,175.00
Kimley Horn	Richland & Lovers	Landscape Architecture	2,408.75
Kimley Horn	Richland & Lovers	Landscape Architecture	2,648.75
Kimley Horn	Richland & Lovers	Landscape Architecture	1,578.75
Kimley Horn	Richland & Lovers	Landscape Architecture	2,840.00
Kimley Horn	Richland & Lovers	Landscape Architecture	1,138.75
Kimley Horn	Richland & Lovers	Landscape Architecture	518.13
Cambridge Fence Services	Richland & Lovers	Fence along Grace Hage ROW	7,100.00
Total Richland & Lovers			\$25,560.38
Mario Sinacola & Sons Excav.	Gates Phase 1	Richland, Lovers, Detention Pond	69,364.37
Mario Sinacola & Sons Excav.	Gates Phase 1	Richland, Lovers, Detention Pond	105,623.80
Lone Star Fountains	Gates Phase 1	Fountain at Entry	16,791.74
Durable Specialties, Inc.	Gates Phase 1	Traffic Signal at Lovers and 380	45,236.63
Consolidated Traffic Controls	Gates Phase 1	Traffic Signal at Lovers and 380	21,036.00
Walton Signage, LTD	Gates Phase 1	Entry Fountain Signage	18,516.98
Walton Signage, LTD	Gates Phase 1	Entry Fountain Signage	7,897.69
Walton Signage, LTD	Gates Phase 1	Entry Fountain Signage	8,732.01
Total Gates Phase I			\$293,199.22
Kimley Horn	Gates Phase 2	Engineering and Survey	247,327.50
Mario Sinacola & Sons Excav.	Gates Phase 2	Grading Detention Pond, Richland, Lovers, Coleman	105,306.30
Mario Sinacola & Sons Excav.	Gates Phase 2	Utl. Detention pond, Richland, Lovers, Coleman	135,270.00
Mario Sinacola & Sons Excav.	Gates Phase 2	Grading Detention Pond, Richland, Lovers, Coleman	28,646.18
Mario Sinacola & Sons Excav.	Gates Phase 2	Grading Detention Pond, Richland, Lovers, Coleman	21,439.98
Mario Sinacola & Sons Excav.	Gates Phase 2	Utl. Detention pond, Richland, Lovers, Coleman	579,832.72
Mario Sinacola & Sons Excav.	Gates Phase 2	Grading Detention Pond, Richland, Lovers, Coleman	16,110.25
Mario Sinacola & Sons Excav.	Gates Phase 2	Grading Detention Pond, Richland, Lovers, Coleman	32,221.93
Mario Sinacola & Sons Excav.	Gates Phase 2	Utl. Detention pond, Richland, Lovers, Coleman	645,857.10
Mario Sinacola & Sons Excav.	Gates Phase 2	Utl. Detention pond, Richland, Lovers, Coleman	545,642.49
Mario Sinacola & Sons Excav.	Gates Phase 2	Grading Detention Pond, Richland, Lovers, Coleman	56,387.53
Mario Sinacola & Sons Excav.	Gates Phase 2	Utl. Detention pond, Richland, Lovers, Coleman	35,627.40
Rone Engineering	Gates Phase 2	Original Geotechnical Investigation (Public Borings)	17,873.00
Rone Engineering	Gates Phase 2	Testing-Detention pond, Richland, Lovers, Coleman	2,351.45
Rone Engineering	Gates Phase 2	Testing-Detention pond, Richland, Lovers, Coleman	357.85
Rone Engineering	Gates Phase 2	Testing-Detention pond, Richland, Lovers, Coleman	2,592.10
Rone Engineering	Gates Phase 2	Testing-Detention pond, Richland, Lovers, Coleman	4,778.05
Rone Engineering	Gates Phase 2	Testing-Detention pond, Richland, Lovers, Coleman	7,200.87
Rone Engineering	Gates Phase 2	Testing-Detention pond, Richland, Lovers, Coleman	3,819.00
Total Gates Phase 2			\$2,488,641.70
Interest	3.5%		\$317,623.31
Total Due Reimbursement #5			\$3,125,024.61
Reimbursement No. 1	FY15		4,110,750.63
Reimbursement No. 2	FY16		2,867,876.09
Reimbursement No. 3	FY17		2,118,275.54
Reimbursement No. 4	FY18		2,809,767.19
Total Billed To Date			\$15,031,694.06

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ANNUAL FINANCIAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the financial statement.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$ 1,475,502 Total Revenue

2. Amount and purpose of expenditures from the fund:

\$ 1,512,589 Total Expenditures

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

A. Contributions /Advances from developers— \$10,496,427.88

B. Bonds issued and payment schedule to retire bonds— none

4. Tax Increment base and current captured appraised value retained by the zone:

A. Tax Increment base and current captured appraised value retained for Tax Year 2018:

Taxing Jurisdiction	Net Taxable Value Tax Year 2018	Base Year* Value (with AG) Jan. 1, 2008	Captured App. Value Fiscal Year 2018-2019
Town of Prosper	\$85,934,558	\$4,507,850	\$81,426,708
Collin County	\$85,934,558	\$4,507,850	\$81,426,708

B. Tax Increment base and expected captured appraised value for Tax Year 2019:

Taxing Jurisdiction	Net Taxable Value Tax Year 2019	Base Year* Value (with AG) Jan. 1, 2008	Captured App. Value Fiscal Year 2019-2020
Town of Prosper	\$110,997,781	\$4,507,850	\$106,489,931
Collin County	\$110,997,781	\$4,507,850	\$106,489,931

* Base Year Value as of January 1, 2008, is for Fiscal Year 2007-2008.

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment-financing plan adopted by the governing body of the municipality.

A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2018-2019:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of Fiscal Year 2017-2018 Increment
Town of Prosper (70%)	\$ 0.520000	\$ 340,626
Collin County (50%)	\$ 0.180785	\$ 73,604
Total	\$ 0.700785	\$ 414,230

B. Amount of tax increment received in 2019 from the municipality and the other taxing jurisdictions based on 2018 valuations: \$ **414,230**.

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ANNUAL FINANCIAL REPORT

C. Expected appraised value shared by the municipality and other participating taxing jurisdictions to be received in Fiscal Year 2019-2020:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of Fiscal Year 2019-2020 Increment
Town of Prosper (70%)	\$ 0.520000	\$ 387,623
Collin County (50%)	\$ 0.174951	\$ 93,152
Total	\$ 0.694951	\$ 480,775

D. Other information: None

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TIRZ FUND FINANCIAL STATEMENT

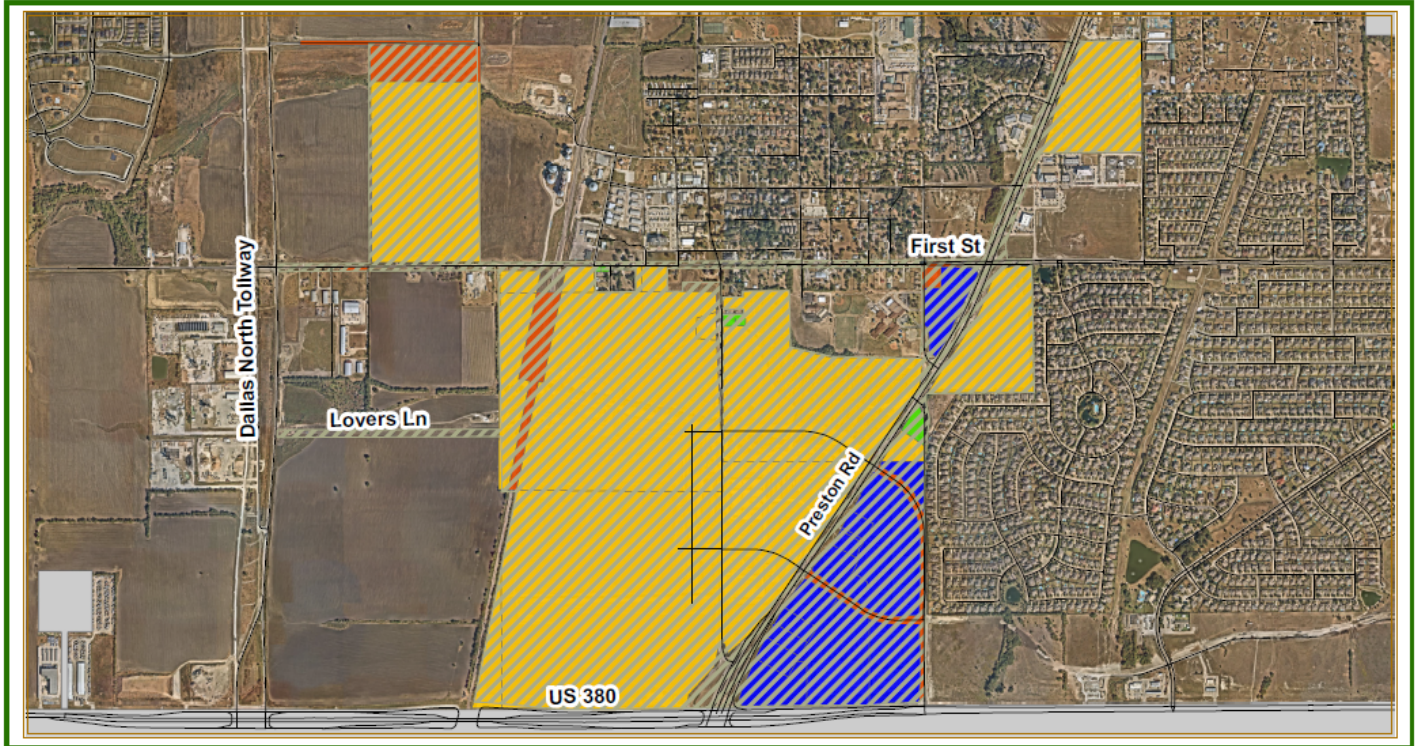
		CAPITAL PROJECTS	DEBT SERVICE	TOTAL
Beginning Balance:				
<i>10/01/18</i>	\$	293,553	\$ -	\$ 293,553
Revenues:				
Property Tax:				
Town	\$	296,393	\$ -	\$ 296,393
Delinquent		-	-	-
County		73,604	-	73,604
Property Rollback Taxes		44,233	-	44,233
Sales Tax		927,424	-	927,424
Impact Fees:				
Water Impact Fees		19,868	-	19,868
Wastewater Impact Fees		11,852	-	11,852
Thoroughfare Impact Fees		92,173	-	92,173
380 Construction Sales Office		-	-	-
Interest		9,955	-	9,955
TOTAL REVENUES	\$	1,475,502	\$ -	\$ 1,475,502
Expenditures:				
Land Purchases	\$	-	\$ -	-
Professional Services		74	-	74
Construction/Improvements:				
MDB Sewer		53,285	-	53,285
Richland & Lovers		140,509	-	140,509
Gates Phase 1		1,183,131	-	1,183,131
Gates Phase 2		9,000	-	9,000
Lovers Lane		-	-	-
SH289 Median Openings		-	-	-
Interest Expense		126,590	-	126,590
TOTAL EXPENDITURES	\$	1,512,589	\$ -	\$ 1,512,589
Ending Balance:				
<i>09/30/19</i>	\$	256,466	\$ -	\$ 256,466






Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

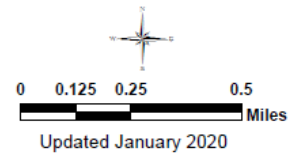
Item 2.

As of September 30, 2019

TIRZ 1 Property Tax Rollback



-  TIRZ 1 District
-  Agricultural Land
-  Exempt Properties
-  Properties Not Applicable to Rollback Tax
-  Rollback Taxes Collected

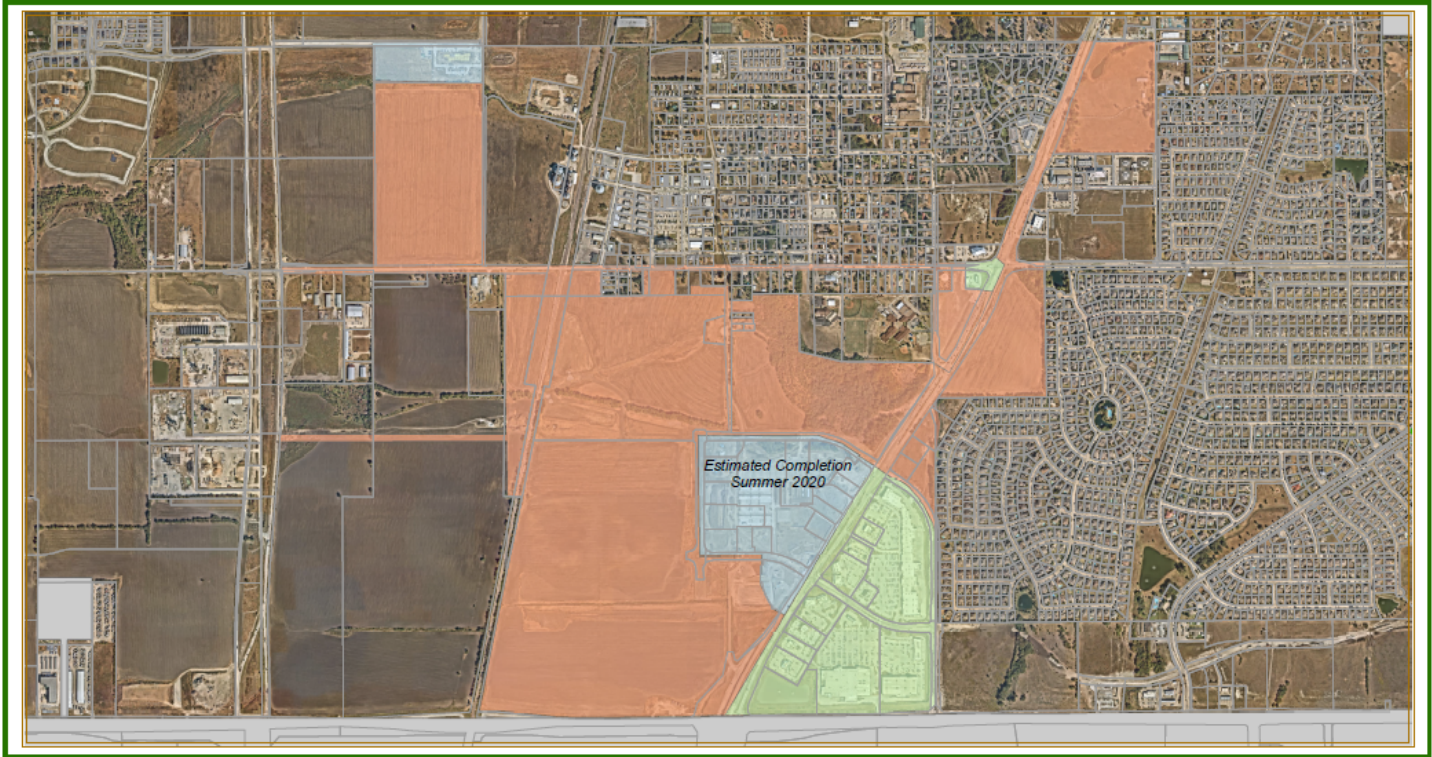


Town of Prosper, Texas
Tax Increment Reinvestment Zone #1




Item 2.

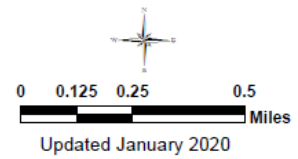
As of September 30, 2019

TIRZ #1 STATUS



STATUS

-  Complete
-  Under Construction
-  Undeveloped



Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

Item 2.

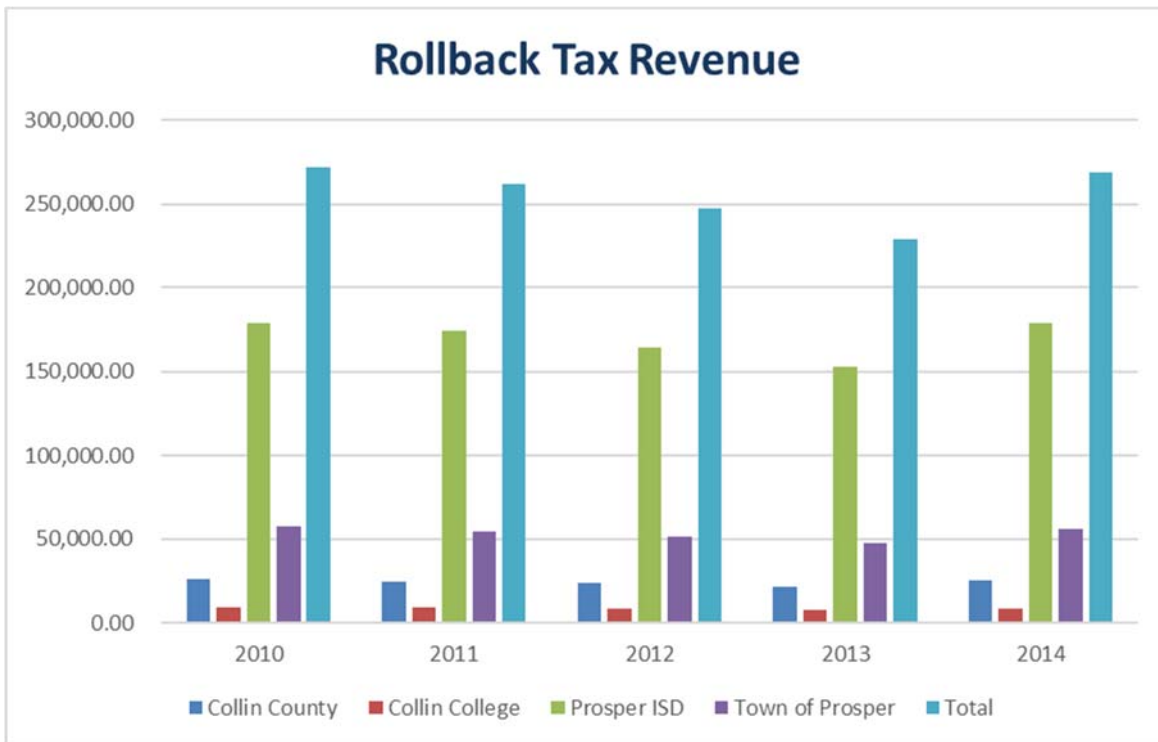
As of September 30, 2019

REVENUES & EXPENDITURES

ROLLBACK TAX REVENUE

Collected in Fiscal Year 2017

	Collin County	Collin College	Prosper ISD	Town of Prosper	Total
2010	26,367.06	9,481.15	179,076.09	57,128.58	272,052.88
2011	25,008.06	8,992.48	174,014.48	54,184.15	262,199.17
2012	23,633.32	8,498.06	164,448.53	51,205.53	247,785.44
2013	21,708.96	7,645.48	152,648.25	47,531.19	229,533.88
2014	25,225.28	8,797.72	179,260.51	55,817.65	269,101.16
TOTAL BY ENTITY	121,942.68	43,414.89	849,447.86	265,867.10	1,280,672.53



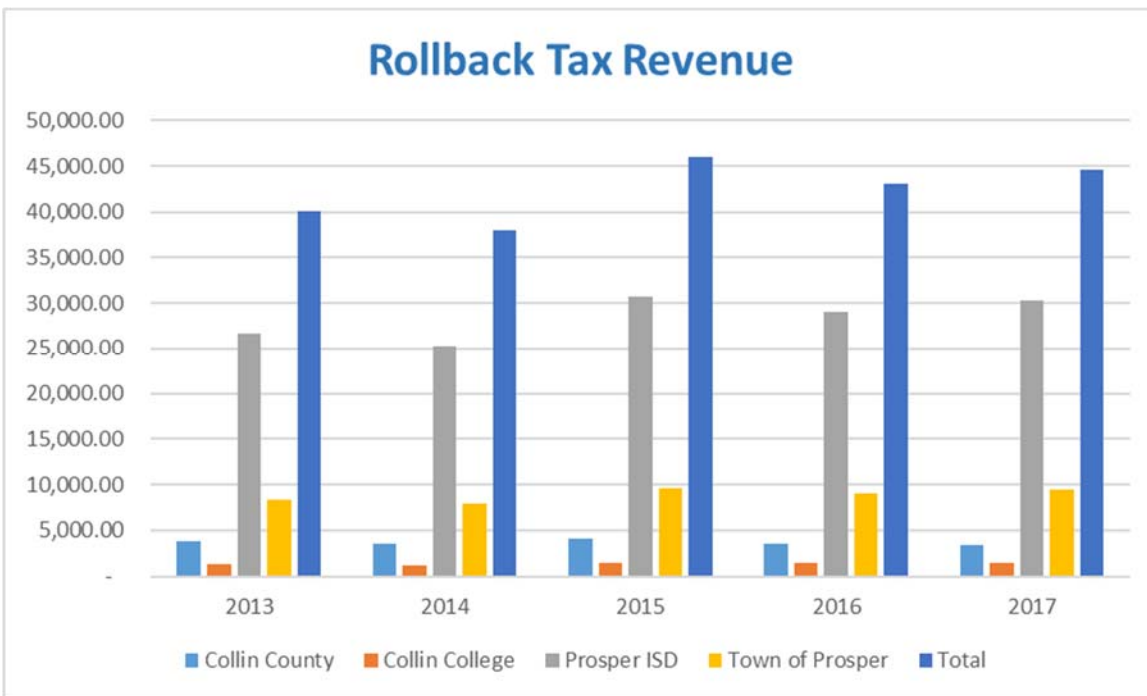
Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

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Collected in Fiscal Year 2019

	Collin County	Collin College	Prosper ISD	Town of Prosper	Total
2013	3,797.76	1,337.50	26,704.27	8,315.10	40,154.63
2014	3,563.16	1,242.71	25,321.12	7,884.42	38,011.41
2015	4,147.60	1,510.83	30,784.42	9,585.57	46,028.42
2016	3,618.79	1,410.42	28,999.65	9,029.84	43,058.70
2017	3,481.92	1,445.51	30,246.73	9,418.14	44,592.30
TOTAL BY ENTITY	18,609.23	6,946.97	142,056.19	44,233.07	211,845.46



Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

Item 2.

As of September 30, 2019

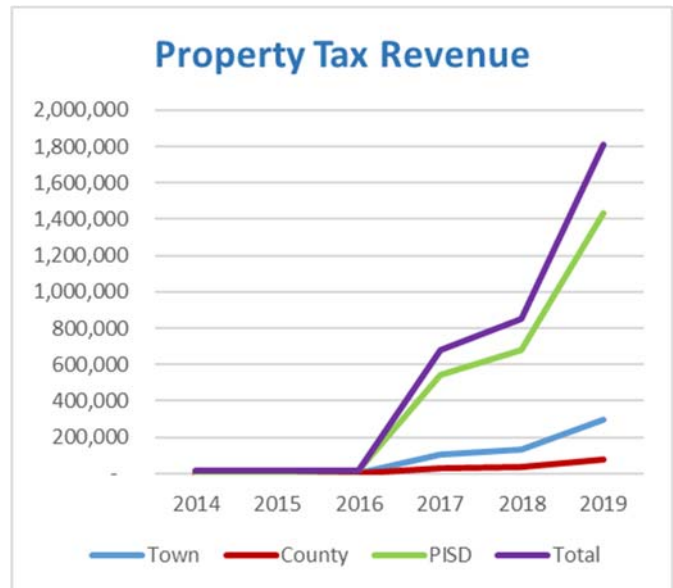
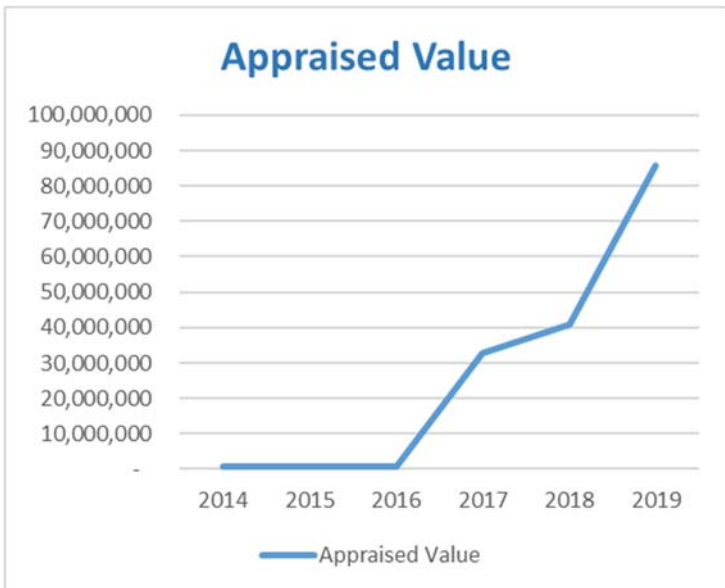
PROPERTY TAX REVENUE

Property Taxes (Town)-70%					
Date	Appraised Value	Less Base Value	Tax Rate	Amount	TIRZ Total
3/12/2019	85,934,558	4,507,850	0.520000	423,419	296,393

Property Taxes (County)-50%					
Date	Appraised Value	Less Base Value	Tax Rate	Amount	TIRZ Total
3/12/2019	85,934,558	4,507,850	0.180785	147,207	73,604

Prosper ISD			
Date	Appraised Value	Tax Rate	Total
3/12/2019	85,934,558	1.670000	1,435,107

*Prosper ISD tax revenue is not reported to TIRZ—information only



Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

Item 2.

As of September 30, 2019

REVENUES & EXPENDITURES

IMPACT FEES REVENUE

EAST THOROUGHFARE				
Project	Permit Number	Site Address	Amount Paid	Date
Olive Garden	COM18-0025	1161 S. Preston Road	\$43,265.70	10/25/2018
7-Eleven	COM18-0024	390 S. Preston Road	\$40,944.00	3/29/2019
Barnlight Kids Dental	FO19-0012	917 S. Preston Road	\$7,962.97	6/18/2019
		Total	\$92,172.67	
WATER				
Project	Permit Number	Site Address	Amount Paid	Date
Olive Garden	COM18-0025	1161 S. Preston Road	\$12,226.00	10/25/2018
7-Eleven	COM18-0024	390 S. Preston Road	\$7,642.00	3/29/2019
		Total	\$19,868.00	
WASTEWATER				
Project	Permit Number	Site Address	Amount Paid	Date
Olive Garden	COM18-0025	1161 S. Preston Road	\$9,030.00	10/25/2018
7-Eleven	COM18-0024	390 S. Preston Road	\$2,822.00	3/29/2019
		Total	\$11,852.00	
		Grand Total	\$123,892.67	

Town of Prosper, Texas
Tax Increment Reinvestment Zone #1

Item 2.

As of September 30, 2019

REVENUES & TIRZ EXPENDITURES

PAYMENT SUMMARIES

By Project:

TIRZ 1 Totals	MDB Sewer	Richland & Lovers	Gates Phase 1	Gates Phase 2	Lovers Lane	SH289 Median Openings	Interest	Construction Total	Totals
Amount	5,802,881.59	371,316.79	5,022,242.02	2,518,716.90	3,355.75	335,233.80	977,947.20	14,053,746.85	15,031,694.05
Paid	544,065.73	353,804.16	2,311,859.53	9,000.00	3,355.75	335,233.80	977,947.20	3,557,318.97	4,535,266.17
Remaining	5,258,815.86	17,512.63	2,710,382.49	2,509,716.90	-	-	-	10,496,427.88	10,496,427.88

By Payment Request:

		MDB Sewer	Richland & Lovers	Gates Phase 1	Gates Phase 2	Lovers Lane	SH289 Median Openings	Interest	
	Amount	3,636,320.41	139,196.42	-	-	-	335,233.80	-	4,110,750.63
Reimbursement #1 Totals	Paid	544,065.73	139,196.42	-	-	-	335,233.80	-	1,018,495.95
	Remaining	3,092,254.68	-	-	-	-	-	-	3,092,254.68
	Amount	2,127,917.68	47,549.09	545,177.30	-	3,355.75	-	143,876.27	2,867,876.09
Reimbursement #2 Totals	Paid	-	47,549.09	545,177.30	-	3,355.75	-	143,876.27	739,958.41
	Remaining	2,127,917.68	-	-	-	-	-	-	2,127,917.68
	Amount	38,643.50	26,549.41	1,804,866.36	9,000.00	-	-	239,216.27	2,118,275.54
Reimbursement #3 Totals	Paid	-	26,549.41	1,766,682.23	9,000.00	-	-	239,216.27	2,041,447.91
	Remaining	38,643.50	-	38,184.13	-	-	-	-	76,827.63
	Amount	-	132,461.49	2,378,999.15	21,075.20	-	-	277,231.35	2,809,767.19
Reimbursement #4 Totals	Paid	-	132,461.49	-	-	-	-	277,231.35	409,692.84
	Remaining	-	-	2,378,999.15	21,075.20	-	-	-	2,400,074.35
	Amount	-	25,560.38	293,199.21	2,488,641.70	-	-	317,623.31	3,125,024.60
Reimbursement #5 Totals	Paid	-	8,047.75	-	-	-	-	317,623.31	325,671.06
	Remaining	-	17,512.63	293,199.21	2,488,641.70	-	-	-	2,799,353.54

By Payments Made:

	Total Charges	2-May-2017	23-Aug-2017	22-Jun-2018	24-Sep-2018	30-May-2019	20-Sep-2019	2020	2021	Total Payments	Remaining Balance
Total Payment		540,184.00	635,822.57	1,655,711.08	191,033.68	1,178,853.29	333,661.55			4,535,266.17	
Interest	977,947.20	381,214.17	1,878.37	277,231.35	191,033.68	126,589.63	-			977,947.20	-
Construction Costs	14,053,746.85	158,969.83	633,944.20	1,378,479.73	-	1,052,263.66	333,661.55	-	-	3,557,318.97	10,496,427.88



Prosper is a place where everyone matters.

MINUTES

Meeting of the Town of Prosper Tax
Increment Reinvestment Zone (TIRZ) No. 2
Board of Directors
Prosper Town Hall
200 S. Main Street, Prosper, Texas
Tuesday, January 22, 2019

1. Call to Order/Roll Call.

The meeting was called to order at 6:27 p.m.

Board Members Present:

Mayor Ray Smith
Mayor Pro-Tem Curry Vogelsang, Jr.
Deputy Mayor Pro-Tem Jason Dixon
Councilmember Mike Korbuly
Councilmember Craig Andres
Councilmember Meigs Miller
Councilmember Jeff Hodges
David Bristol, Prosper Economic Development Corporation Board Member
Collin County Commissioner Susan Fletcher

2. Consider and act upon approving the minutes from the January 23, 2018, TIRZ No. 2 Board Meeting.

Deputy Mayor Pro-Tem Dixon made a motion and Commissioner Fletcher seconded the motion to approved the minutes from the January 23, 2018, TIRZ No. 2 Board Meeting. The motion was approved by a vote of 9-0.

3. Receive the 2018 Annual Report.

Hulon Webb, Executive Director of Development and Community Services, provided an update on the TIRZ No. 2 (Matthews Southwest) projects. The TIRZ No. 2 area is located at the northwest corner of US Highway 380 and Dallas Parkway, plus an area at the northeast corner of US Highway 380 and Mahard Parkway. Mr. Webb provided an overview of the TIRZ funds used for eligible infrastructure projects for the reporting year; however, none of the requests from the developer were eligible for reimbursement during the reporting year. Approximately \$63,000 in interest payments, as well as \$252,000 for reimbursement-eligible expenses was approved for Longo Toyota for the construction of Mahard Parkway. Approximately \$2.2 million in project reimbursements have been requested from developers to date.

Finance Director Kelly Neal continued the presentation with an overview of the financial report ending September 30, 2018. TIRZ No. 2 has received \$450 in revenue this reporting period. No funds have been expended in this reporting period for reimbursement requests to date. The remaining fund balance is approximately \$26,000, and the TIRZ #2 outstanding balance owed to the developer is approximately \$2.1 million.

This item was informational only, and required no action.

4. Adjourn.

The meeting was adjourned at 6:34 p.m., on Tuesday, January 22, 2019.

These minutes approved on the 28th day of January 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

DRAFT



Town of Prosper, Texas

Tax Increment Reinvestment Zone #2 (TIRZ #2)

ANNUAL REPORT

2019

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

INDEX

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- 2) Index
- 3) Year End Summary of Meetings/Town Council/Board Actions
- 4) Public Infrastructure/Building Projects
- 5) Capital Improvement Plan Budget
- 6) Annual Report
- 7) TIRZ Fund Financial Statement
- 8) Revenue & Expenditures
 - a) TIRZ Rollback Tax Map
 - b) Payment Summaries

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

In December 2015, the Town of Prosper Town Council appointed members for the Tax Increment Reinvestment Zone #2 (TIRZ #2) Board of Directors. In the latter part of 2015 Matthews Southwest commenced construction on its Prosper West development at the northwest corner of US 380 and Dallas North Tollway with the installation of a large sanitary sewer line from the west, thus marking the first improvements made to the TIRZ #2 site. The first annual TIRZ Board of Directors meeting was held on January 26, 2016. The second annual TIRZ Board of Directors meeting was held on April 11, 2017. The third annual board meeting was held on January 23, 2018. The fourth annual TIRZ Board of Directors meeting was held on January 22, 2019. This is the fifth year that the board has reviewed the annual report.

During this reporting period, there has been no development or construction activity within TIRZ #2. As such, the developer did not submit a request for reimbursement prior to the June 1, 2019 deadline, for the 2019 reporting period. However, the Annual Report does note the accrued interest during the reporting period under Reimbursement No. 5.

Board members currently serving are: Town—Mayor Ray Smith, Mayor Pro-Tem Curry Vogelsang, Jr., Deputy Mayor Pro-Tem Jason Dixon, and Councilmembers Marcus E. Ray, Craig Andres, Meigs Miller, and Jeff Hodges. Collin County – County Commissioner Susan Fletcher. Prosper Economic Development Corporation – Vice President David Bristol.

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

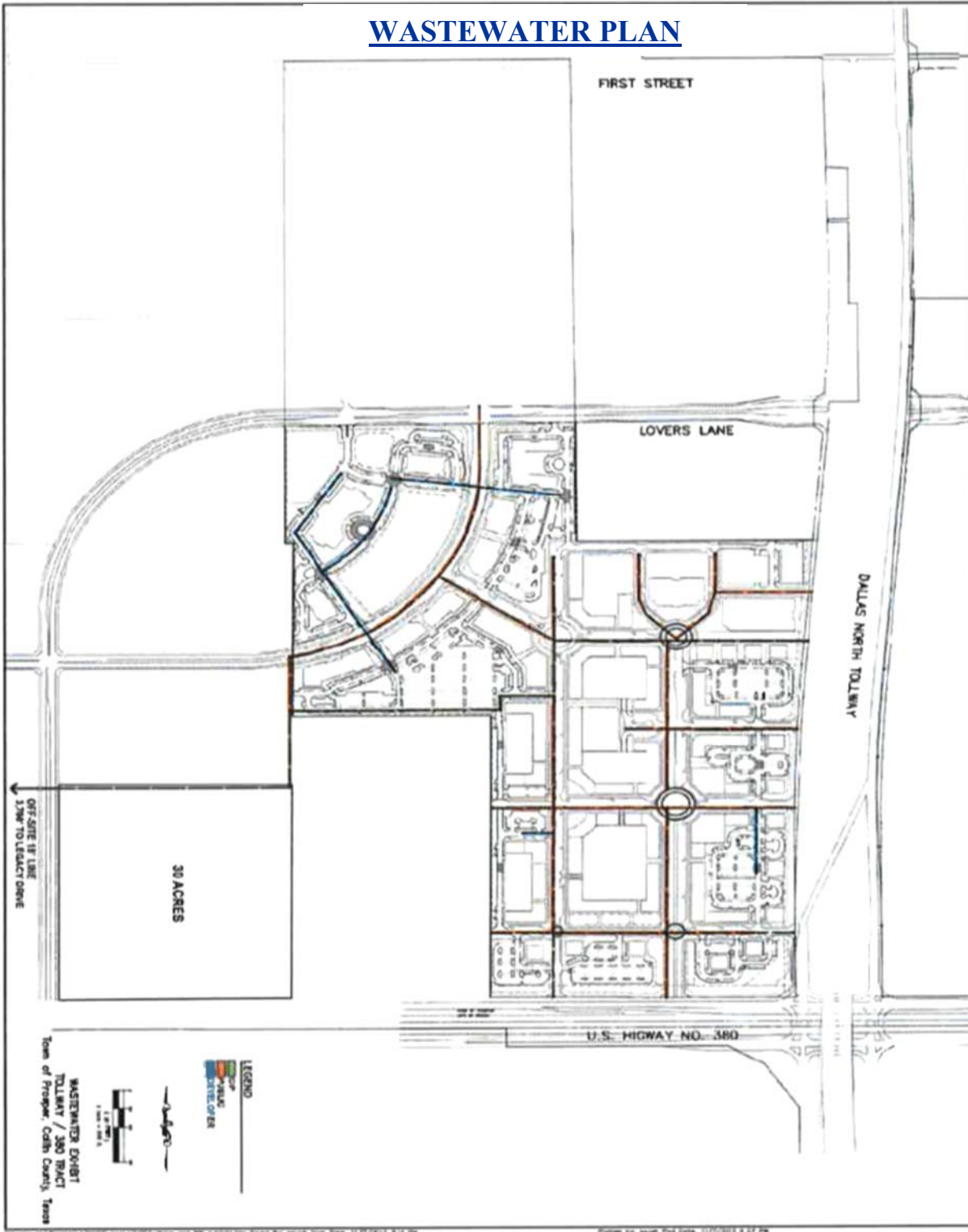
PUBLIC INFRASTRUCTURE / BUILDING PROJECTS

	TIRZ	Non-project Costs for Public Improvements	Total Public Improvements
STREETS AND DRAINAGE SYSTEMS	\$11,146,567	\$2,001,748	\$13,148,315
STREET ENHANCEMENTS	\$0	\$1,775,577	\$1,775,577
WATER SYSTEM	\$1,367,721	\$1,116,778	\$2,484,499
SANITARY SEWER SYSTEM	\$641,669	\$358,204	\$999,873
OFFSITE SANITARY SEWER SYSTEM	\$1,479,282	\$0	\$1,479,282
DETENTION/RETENTION PONDS & MASS EXCAVATION	\$0	\$2,882,560	\$2,882,560
SITWORK FOR DEVELOPMENT PARCELS	\$0	\$15,750,000	\$15,750,000
PARKING DECKS	\$0	\$73,497,600	\$73,497,600
STREET LIGHTS	\$174,000	\$210,000	\$384,000
TRAFFIC SIGNALS (4 budgeted)	\$1,200,000	\$0	\$1,200,000
LOVERS LANE LOOP OFFSITE - STREET K6	\$1,174,992	\$0	\$1,174,992
PRIMARY ELECTRIC SERVICE LOOP	\$0	\$3,600,000	\$3,600,000
ELECTRIC	\$0	\$640,150	\$640,150
GAS	\$0	\$448,105	\$448,105
STREET N2 - WESTSIDE ONT SERVICE ROAD, LOVERS LN. TO FIRST ST.	\$1,687,005	\$0	\$1,687,005
BRAIDED RAMP AT U.S. 380	\$4,000,000	\$0	\$4,000,000
CIVIL ENGINEERING & SURVEYING (10%)	\$1,887,124	\$10,228,072	\$12,115,196
CONSTRUCTION STAKING (2%)	\$377,425	\$2,045,614	\$2,423,039
CONSTRUCTION MANAGEMENT (TOTAL = 3%)	\$477,093	\$3,157,466	\$3,634,559
GEOTECHNICAL STUDY (1%)	\$188,712	\$1,022,807	\$1,211,520
LEGAL (1%)	\$188,712	\$1,022,807	\$1,211,520
CONTINGENCY (8%)	\$1,509,699	\$8,182,458	\$9,692,157
Longo Toyota Roadway Impact Fee Credit	(\$280,779)	\$0	(\$280,779)
Subtotal	\$27,219,221	\$127,939,947	\$155,159,168
TOWN EXPENSE FOR TIRZ ADMINISTRATION	\$1,346,836	\$0	\$1,346,836
Subtotal TIRZ Project Costs Before Finance Expenses	\$28,566,057	\$127,939,947	\$156,506,004

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019



Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019



Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

(Per Original RIRZ Agreement)

K2 MIDDLE TOLLWAY CROSSING (160' RIGHT OF WAY)		Capital Imps. Program				
	Units	Cost	Quantity	Total		
Length of Street Segment (LF)		420				
1	Erosion control measures	STA \$400.00	4	\$1,680.00		
2	Excavation (3' in depth width of ROW)	CY \$2.75	7,467	\$20,534		
3	Drainage	LF \$300.00	420	\$126,000		
4	10"-3600 PSI concrete street pavement (37' BB)	SY \$65.00	3,453	\$224,445		
5	8" HMAC base material	SY \$40.00	3,453	\$138,120		
6	12"(66lbs./sy) lime stabilized subgrade	SY \$5.50	3,640	\$20,020		
7	Hydrated lime material	TN \$175.00	120	\$21,000		
8	Barrier free ramps	EA \$1,250.00	8	\$10,000		
9	Street signs	EA \$650.00	4	\$2,600		
10	6' wide concrete sidewalk	SF \$4.00	5,040	\$20,160		
11	Additional concrete sidewalk for total of 12' each side	SF \$4.00	0	\$0		
12	Testing	SY \$0.90	3,640	\$3,276		
13	Payment, performance & maintenance bonds	LS 3.00%	1	\$17,635		
14	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA \$1,200.00	0	\$0		
TOTAL COST OF K2 MIDDLE TOLLWAY CROSSING				\$605,470		

N1 WESTSIDE TOLLWAY SERVICE DRIVE (SOUTH)		Capital Imps. Program				Public Enhancement	
	Units	Cost	Quantity	Total	Quantity	Total	
Length of Street (LF)		2,700					
1	Erosion control measures	STA \$400.00	27	\$10,800.00	0	\$0	
2	Excavation (3' in depth width of ROW)	CY \$2.75	27,000	\$74,250	0	\$0	
3	Drainage	LF \$100.00	2,700	\$270,000	0	\$0	
4	10"-3600 PSI concrete street pavement (37' BB)	SY \$65.00	11,831	\$769,015	0	\$0	
5	8" HMAC base material	SY \$40.00	11,831	\$473,240	0	\$0	
6	12"(66lbs./sy) lime stabilized subgrade	SY \$5.50	3,640	\$20,020	0	\$0	
7	Hydrated lime material	TN \$175.00	412	\$72,100	0	\$0	
8	Barrier free ramps	EA \$1,250.00	0	\$0	2	\$2,500	
9	Street signs	EA \$650.00	0	\$0	3	\$1,950	
10	6' wide concrete sidewalk	SF \$4.00	0	\$0	32,400	\$129,600	
11	Additional concrete sidewalk for total of 12' each side	SF \$4.00	0	\$0	0	\$0	
12	Testing	SY \$0.90	3,640	\$3,276	0	\$0	
13	Payment, performance & maintenance bonds	\$548.03	1	\$54,803	0	\$0	
14	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA \$1,200.00	0	\$0	0	\$0	
TOTAL COST OF N1 WESTSIDE TOLLWAY SERVICE DR.				\$1,747,504		\$134,050	

N2 WESTSIDE TOLLWAY SERVICE DRIVE (NORTH)		Capital Imps. Program				Public Enhancement	
	Units	Cost	Quantity	Total	Quantity	Total	
Length of Street (LF)		2,155					
1	Erosion control measures	STA \$400.00	22	\$8,620.00	0	\$0	
2	Excavation (3' in depth width of ROW)	CY \$2.75	21,550	\$59,263	0	\$0	
3	Drainage	LF \$100.00	2,155	\$215,500	0	\$0	
4	10"-3600 PSI concrete street pavement (37' B-B)	SY \$65.00	10,990	\$714,350	0	\$0	
5	8" HMAC base material	SY \$40.00	10,990	\$439,600	0	\$0	
6	12"(66lbs./sy) lime stabilized subgrade	SY \$5.50	3,640	\$20,020	0	\$0	
7	Hydrated lime material	TN \$175.00	382	\$66,850	0	\$0	
8	Barrier free ramps	EA \$1,250.00	0	\$0	4	\$5,000	
9	Street signs	EA \$650.00	0	\$0	3	\$1,950	
10	6' wide concrete sidewalk	SF \$4.00	0	\$0	25,860	\$103,440	
11	Additional concrete sidewalk for total of 12' each side	SF \$4.00	0	\$0	0	\$0	
12	Testing	SY \$0.90	3,640	\$3,276	0	\$0	
13	Payment, performance & maintenance bonds	\$49,136	1	\$49,136	0	\$0	
14	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA \$1,200.00	0	\$0	0	\$0	
TOTAL COST OF N2 WESTSIDE TOLLWAY SERVICE DR.				\$1,576,615		\$110,390	

Public

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

K3 EAST/WEST (4 LANES 90' RIGHT OF WAY) LOVERS LANE			Capital Imps. Program		Enhancement	
2 - 25' B-B with median	Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	1,110					
1 Erosion control measures	STA	\$400.00	11	\$4,440.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	7,400	\$20,350	0	\$0
3 Drainage	LF	\$200.00	1,110	\$222,000	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	7,627	\$366,096	0	\$0
5 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	8,237	\$22,652	0	\$0
6 Hydrated lime material	TN	\$175.00	136	\$23,800	0	\$0
7 Barrier free ramps	EA	\$1,250.00	0	\$0	0	\$0
8 Street signs	EA	\$650.00	0	\$0	2	\$1,300
9 6' wide concrete sidewalk	SF	\$4.00	0	\$0	13,320	\$53,280
10 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	0	\$0
11 Testing	SY	\$0.90	8,237	\$7,413	0	\$0
12 Payment, performance & maintenance bonds	LS	\$21,640.00	1	\$21,640	0	\$0
13 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	0	\$0
TOTAL COST OF "K3" AT LOVERS LANE				\$688,391		\$54,580

K4 EAST/WEST (4 LANES 90' RIGHT OF WAY) LOVERS LANE			Capital Imps. Program		Public Enhancement	
2 - 25' B-B with median	Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	450					
1 Erosion control measures	STA	\$400.00	5	\$1,800.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	3,000	\$8,250	0	\$0
3 Drainage	LF	\$300.00	450	\$135,000	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	3,495	\$167,760	0	\$0
5 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	3,775	\$10,381	0	\$0
6 Hydrated lime material	TN	\$175.00	62	\$10,850	0	\$0
7 Barrier free ramps	EA	\$1,250.00	0	\$0	0	\$0
8 Street signs	EA	\$650.00	0	\$0	1	\$650
9 6' wide concrete sidewalk	SF	\$4.00	0	\$0	5,400	\$21,600
10 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	0	\$0
11 Testing	SY	\$0.90	3,775	\$3,398	0	\$0
12 Payment, performance & maintenance bonds		\$10,791.00	1	\$10,791	0	\$0
13 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	0	\$0
SUBTOTAL				\$348,230		\$22,250

K5 EAST/WEST (4 LANES 90' RIGHT OF WAY) LOVERS LANE			Capital Imps. Program		Public Enhancement	
2 - 25' B-B with median	Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	900					
1 Erosion control measures	STA	\$400.00	9	\$3,600.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	6,000	\$16,500	0	\$0
3 Drainage	LF	\$100.00	900	\$90,000	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	6,663	\$319,824	0	\$0
5 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	7,196	\$19,789	0	\$0
6 Hydrated lime material	TN	\$175.00	119	\$20,825	0	\$0
7 Barrier free ramps	EA	\$1,250.00	0	\$0	0	\$0
8 Street signs	EA	\$650.00	0	\$0	1	\$650
9 6' wide concrete sidewalk	SF	\$4.00	0	\$0	10,800	\$43,200
10 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	0	\$0
11 Testing	SY	\$0.90	7,196	\$6,476	0	\$0
12 Payment, performance & maintenance bonds		\$15,626.00	1	\$15,626	0	\$0
13 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	0	\$0
SUBTOTAL				\$492,640		\$43,850

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K6 EAST/WEST (4 LANES 90' RIGHT OF WAY) LOVERS LANE		Capital Imps. Program		
2 - 25' B-B with median	Units	Cost	Quantity	Total
Length of Street Segment (LF)	1,980			
1 Erosion control measures	STA	\$400.00	20	\$7,920.00
2 Excavation (2' in depth width of ROW)	CY	\$2.75	13,200	\$36,300
3 Drainage	LF	\$200.00	1,980	\$396,000
4 8"-3600 PSI concrete street pavement	SY	\$48.00	10,972	\$526,656
5 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	11,850	\$32,588
6 Hydrated lime material	TN	\$175.00	196	\$34,300
7 Barrier free ramps	EA	\$1,250.00	0	\$0
8 Street signs	EA	\$650.00	2	\$1,300
9 6' wide concrete sidewalk	SF	\$4.00	23,760	\$95,040
10 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0
11 Testing	SY	\$0.90	11,850	\$10,665
12 Payment, performance & maintenance bonds	LS	3.00%	1	\$34,223
13 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0
SUBTOTAL				\$1,174,992

K7 NORTH/SOUTH (4 LANES 90' RIGHT OF WAY) LOVERS LANE		Capital Imps. Program		
2 - 25' B-B with median	Units	Cost	Quantity	Total
Length of Street Segment (LF)	1,920			
1 Erosion control measures	STA	\$400.00	19	\$7,680.00
2 Excavation (2' in depth width of ROW)	CY	\$2.75	12,800	\$35,200
3 Drainage	LF	\$100.00	1,920	\$192,000
4 8"-3600 PSI concrete street pavement	SY	\$48.00	11,108	\$533,184
5 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	11,997	\$32,992
6 Hydrated lime material	TN	\$175.00	198	\$34,650
7 Barrier free ramps	EA	\$1,250.00	0	\$0
8 Street signs	EA	\$650.00	2	\$1,300
9 6' wide concrete sidewalk	SF	\$4.00	23,040	\$92,160
10 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0
11 Testing	SY	\$0.90	11,997	\$10,797
12 Payment, performance & maintenance bonds	LS	3.00%	1	\$28,199
13 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0
SUBTOTAL				\$968,162

TOTAL COST OF K3, K4, K5, & K7	\$2,497,423	\$120,680
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J3		Capital Imps. Program		
2 - 25' B-B with median	Units	Cost	Quantity	Total
Length of Street Segment (LF)	860			
1 Erosion control measures	STA	\$400.00	9	\$3,440.00
2 Excavation (2' in depth width of ROW)	CY	\$2.75	5,733	\$15,767
3 Drainage	LF	\$300.00	860	\$258,000
4 8"-3600 PSI concrete street pavement (37' B-B)	SY	\$48.00	5,945	\$285,360
5 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	6,421	\$17,658
6 Hydrated lime material	TN	\$175.00	106	\$18,550
7 Barrier free ramps	EA	\$1,250.00	2	\$2,500
8 Street signs	EA	\$650.00	2	\$1,300
9 6' wide concrete sidewalk	SF	\$4.00	10,320	\$41,280
10 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0
11 Testing	SY	\$0.90	6,421	\$5,779
12 Payment, performance & maintenance bonds	LS	3.00%	1	\$19,489
13 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0
SUBTOTAL				\$669,122

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J4		Capital Imps. Program			
2 - 25' B-B with median		Units	Cost	Quantity	Total
Length of Street Segment (LF)		850			
1	Erosion control measures	STA	\$400.00	9	\$3,400.00
2	Excavation (2' in depth width of ROW)	CY	\$2.75	5,667	\$15,583
3	Drainage	LF	\$300.00	850	\$255,000
4	8"-3600 PSI concrete street pavement (37' B-B)	SY	\$48.00	5,982	\$287,136
5	6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	6,461	\$17,768
6	Hydrated lime material	TN	\$175.00	107	\$18,725
7	Barrier free ramps	EA	\$1,250.00	0	\$0
8	Street signs	EA	\$650.00	2	\$1,300
9	6' wide concrete sidewalk	SF	\$4.00	10,200	\$40,800
10	Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0
11	Testing	SY	\$0.90	6,461	\$5,815
12	Payment, performance & maintenance bonds	LS	3.00%	1	\$19,366
13	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0
SUBTOTAL					\$664,893

J5		Capital Imps. Program			
Segment J5		Units	Cost	Quantity	Total
Length of Street Segment (LF)		1,100			
1	Erosion control measures	STA	\$400.00	11	\$4,440.00
2	Excavation (2' in depth width of ROW)	CY	\$2.75	7,400	\$20,350
3	Drainage	LF	\$200.00	1,110	\$222,000
4	8"-3600 PSI concrete street pavement (37' B-B)	SY	\$48.00	6,334	\$304,032
5	6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	6,841	\$18,813
6	Hydrated lime material	TN	\$175.00	113	\$19,775
7	Barrier free ramps	EA	\$1,250.00	0	\$0
8	Street signs	EA	\$650.00	3	\$1,950
9	6' wide concrete sidewalk	SF	\$4.00	13,320	\$53,280
10	Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0
11	Testing	SY	\$0.90	6,841	\$6,157
12	Payment, performance & maintenance bonds	LS	3.00%	1	\$19,524
13	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0
SUBTOTAL					\$670,321

TOTAL COST OF STREET "J" \$2,004,336

STREET "A"		Public		Public Enhancement			
Street "A5"	Units	Cost	Quantity	Total	Quantity	Total	
Length of Street Segment (LF)		380		2-25' B-B		2-25' B-B	
1	Erosion control measures	STA	\$400.00	4	\$1,520.00	0	\$0
2	Excavation (2' in depth width of ROW)	CY	\$2.75	2,449	\$6,735	0	\$0
3	Drainage	LF	\$100.00	380	\$38,000	0	\$0
4	8"-3600 PSI concrete street pavement	SY	\$48.00	2,060	\$98,880	0	\$0
5	6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6	6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	2,225	\$6,119	0	\$0
7	Hydrated lime material	TN	\$175.00	37	\$6,475	0	\$0
8	Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000
9	Street signs	EA	\$650.00	0	\$0	2	\$1,300
10	6' wide concrete sidewalk	SF	\$4.00	4,560	\$18,240	0	\$0
11	Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,560	\$18,240
12	Testing	SY	\$0.90	2,225	\$2,003	0	\$0
13	Payment, performance & maintenance bonds	LS	3.00%	1	\$5,339	1	\$736
14	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	26	\$31,200
SUBTOTAL					\$183,310	\$56,476	

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Street "A4"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	585		2-25' B-B		2-25' B-B	
1 Erosion control measures	STA	\$400.00	6	\$2,340.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	5,503	\$15,134	0	\$0
3 Drainage	LF	\$100.00	585	\$58,500	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	3,250	\$156,000	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	2,611	\$104,440	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	6,330	\$17,408	0	\$0
7 Hydrated lime material	TN	\$175.00	104	\$18,200	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	8	\$10,000
9 Street signs	EA	\$650.00	0	\$0	4	\$2,600
10 6' wide concrete sidewalk	SF	\$4.00	7,020	\$28,080	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	7,020	\$28,080
12 Testing	SY	\$0.90	6,330	\$5,697	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$12,174	1	\$1,220
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	40	\$48,000
SUBTOTAL				\$417,973		\$89,900

Circle "A2"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Circumference Circle/Length of Street (LF)			25' B-B		25' B-B	
			487		487	
1 Erosion control measures	STA	\$400.00	5	\$1,948.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	1,804	\$4,960	0	\$0
3 Drainage	LF	\$100.00	487	\$48,700	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	1,412	\$67,776	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,524	\$4,191	0	\$0
7 Hydrated lime material	TN	\$175.00	25	\$4,375	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	0	\$0
9 Street signs	EA	\$650.00	0	\$0	0	\$0
10 6' wide concrete sidewalk	SF	\$4.00	5,334	\$21,336	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	5,334	\$21,336
12 Testing	SY	\$0.90	1,524	\$1,372	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$4,640	1	\$640
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	27	\$32,400
SUBTOTAL				\$159,298		\$54,376

Street "A3"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	360		2-25' B-B		2-25' B-B	
1 Erosion control measures	STA	\$400.00	4	\$1,440.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	3,387	\$9,313	0	\$0
3 Drainage	LF	\$200.00	360	\$72,000	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	2,000	\$96,000	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	1,157	\$46,280	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	3,410	\$9,378	0	\$0
7 Hydrated lime material	TN	\$175.00	56	\$9,800	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	8	\$10,000
9 Street signs	EA	\$650.00	0	\$0	4	\$2,600
10 6' wide concrete sidewalk	SF	\$4.00	4,320	\$17,280	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,320	\$17,280
12 Testing	SY	\$0.90	3,410	\$3,069	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$7,937	1	\$896
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	18	\$21,600
SUBTOTAL				\$272,497		\$52,376

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Street "A2"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	430		2-25' B-B		2-25' B-B	
1 Erosion control measures	STA	\$400.00	4	\$1,720.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	4,045	\$11,124	0	\$0
3 Drainage	LF	\$200.00	430	\$86,000	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	2,389	\$114,672	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	1,358	\$54,320	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	4,047	\$11,129	0	\$0
7 Hydrated lime material	TN	\$175.00	67	\$11,725	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500
9 Street signs	EA	\$650.00	0	\$0	1	\$650
10 6' wide concrete sidewalk	SF	\$4.00	5,160	\$20,640	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	5,160	\$20,640
12 Testing	SY	\$0.90	4,047	\$3,642	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$9,449	1	\$714
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	28	\$33,600
SUBTOTAL				\$324,422		\$58,104

Circle "A1"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Circumference of Circle (LF)			25' B-B		25' B-B	
Circumference Circle/Length of Street (LF)			393		393	
1 Erosion control measures	STA	\$400.00	4	\$1,572.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	1,456	\$4,003	0	\$0
3 Drainage	LF	\$100.00	393	\$39,300	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	948	\$45,504	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,024	\$2,816	0	\$0
7 Hydrated lime material	TN	\$175.00	17	\$2,975	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	0	\$0
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	4,206	\$16,824	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,206	\$16,824
12 Testing	SY	\$0.90	1,024	\$922	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$3,417	1	\$544
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	20	\$24,000
SUBTOTAL				\$117,333		\$42,668

Street "A1"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	960					
1 Erosion control measures	STA	\$400.00	10	\$3,840.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	3,911	\$10,755	0	\$0
3 Drainage	LF	\$100.00	960	\$96,000	0	\$0
3 8"-3600 PSI concrete street pavement	SY	\$48.00	1,387	\$66,576	0	\$0
4 6"-3600 PSI conc. parking	SY	\$40.00	1,810	\$72,400	0	\$0
4 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	3,452	\$9,493	0	\$0
5 Hydrated lime material	TN	\$175.00	57	\$9,975	0	\$0
5 Barrier free ramps	EA	\$1,250.00	0	\$0	8	\$10,000
6 Street signs	EA	\$650.00	0	\$0	4	\$2,600
6 6' wide concrete sidewalk	SF	\$4.00	11,520	\$46,080	0	\$0
7 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	11,520	\$46,080
7 Testing	SY	\$0.90	3,452	\$3,107	0	\$0
8 Payment, performance & maintenance bonds	LS	3.00%	1	\$9,547	1	\$1,760
8 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	64	\$76,800
SUBTOTAL				\$327,773		\$137,240

TOTAL COST OF STREET " A"				\$1,802,605		\$491,141
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STREET "B"		Public				Public Enhancement	
		Units	Cost	Quantity	Total	Quantity	Total
Street "B-4"							
Length of Street Segment (LF)		400		25' B-B		25' B-B	
1	Erosion control measures	STA	\$400.00	4	\$1,600.00	0	\$0
2	Excavation (2' in depth width of ROW)	CY	\$2.75	3,763	\$10,348	0	\$0
3	Drainage	LF	\$200.00	400	\$80,000	0	\$0
4	7"-3600 PSI concrete street pavement	SY	\$42.00	1,111	\$46,667	0	\$0
5	6"-3600 PSI conc. parking	SY	\$40.00	1,173	\$46,920	0	\$0
6	6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	2,467	\$6,784	0	\$0
7	Hydrated lime material	TN	\$175.00	41	\$7,175	0	\$0
8	Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500
9	Street signs	EA	\$650.00	0	\$0	2	\$1,300
10	6' wide concrete sidewalk	SF	\$4.00	4,800	\$19,200	0	\$0
11	Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,800	\$19,200
12	Testing	SY	\$0.90	2,467	\$2,220	0	\$0
13	Payment, performance & maintenance bonds	LS	3.00%	1	\$6,627	1	\$690
14	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	27	\$32,400
TOTAL COST OF STREET " B-4"					\$227,542		\$56,090

CIRCLE "B1"		Public				Public Enhancement	
		Units	Cost	Quantity	Total	Quantity	Total
Circle "B1"							
Circumference of Circle (LF)				25' B-B		25' B-B	
Circumference Circle/Length of Street (LF)				518		518	
1	Erosion control measures	STA	\$400.00	5	\$2,072.00	0	\$0
2	Excavation (2' in depth width of ROW)	CY	\$2.75	1,919	\$5,276	0	\$0
3	Drainage	LF	\$100.00	518	\$51,800	0	\$0
4	7"-3600 PSI concrete street pavement	SY	\$42.00	1,372	\$57,624	0	\$0
5	6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6	6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,482	\$4,076	0	\$0
7	Hydrated lime material	TN	\$175.00	24	\$4,200	0	\$0
8	Barrier free ramps	EA	\$1,250.00	0	\$0	0	\$0
9	Street signs	EA	\$650.00	0	\$0	0	\$0
10	6' wide concrete sidewalk	SF	\$4.00	5,706	\$22,824	0	\$0
11	Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	5,706	\$22,824
12	Testing	SY	\$0.90	1,482	\$1,334	0	\$0
13	Payment, performance & maintenance bonds	LS	3.00%	1	\$4,476	1	\$685
14	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	28	\$33,600
TOTAL COST OF CIRCLE " B1"					\$153,681		\$57,109

Street "B-1"		Public				Public Enhancement	
		Units	Cost	Quantity	Total	Quantity	Total
Street "B-1"							
Length of Street Segment (LF)		850		25' B-B		25' B-B	
1	Erosion control measures	STA	\$400.00	9	\$3,400.00	0	\$0
2	Excavation (2' in depth width of ROW)	CY	\$2.75	5,604	\$15,410	0	\$0
3	Drainage	LF	\$200.00	850	\$170,000	0	\$0
4	7"-3600 PSI concrete street pavement	SY	\$42.00	2,361	\$99,162	0	\$0
5	6"-3600 PSI conc. parking	SY	\$40.00	2,929	\$117,160	0	\$0
6	6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	5,712	\$15,708	0	\$0
7	Hydrated lime material	TN	\$175.00	94	\$16,450	0	\$0
8	Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000
9	Street signs	EA	\$650.00	0	\$0	2	\$1,300
10	6' wide concrete sidewalk	SF	\$4.00	10,200	\$40,800	0	\$0
11	Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	10,200	\$40,800
12	Testing	SY	\$0.90	5,712	\$5,141	0	\$0
13	Payment, performance & maintenance bonds	LS	3.00%	1	\$14,497	1	\$1,413
14	Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	56	\$67,200
SUBTOTAL					\$497,728		\$115,713

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Street "B-2"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	680		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	7	\$2,720.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	4,483	\$12,328	0	\$0
3 Drainage	LF	\$100.00	680	\$68,000	0	\$0
3 7"-3600 PSI concrete street pavement	SY	\$42.00	1,889	\$79,338	0	\$0
4 6"-3600 PSI conc. parking	SY	\$40.00	2,337	\$93,480	0	\$0
5 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	4,654	\$12,799	0	\$0
6 Hydrated lime material	TN	\$175.00	75	\$13,125	0	\$0
7 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500
8 Street signs	EA	\$400.00	0	\$0	0	\$0
9 6' wide concrete sidewalk	SF	\$4.00	8,160	\$32,640	0	\$0
10 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	8,160	\$32,640
11 Testing	SY	\$0.90	4,654	\$4,189	0	\$0
12 Payment, performance & maintenance bonds	LS	3.00%	1	\$9,559	1	\$1,054
13 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	43	\$51,600
SUBTOTAL				\$328,177		\$87,794

STREET "B"

Street "B3"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	410		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	4	\$1,640	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	1,488	\$4,092	0	\$0
3 Drainage	LF	\$100.00	410	\$41,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	1,139	\$47,838	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,230	\$3,383	0	\$0
7 Hydrated lime material	TN	\$175.00	20	\$3,500	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000
9 Street signs	EA	\$650.00	0	\$0	1	\$650
10 6' wide concrete sidewalk	SF	\$4.00	4,920	\$19,680	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,920	\$19,680
12 Testing	SY	\$0.90	1,230	\$1,107	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$3,667	1	\$760
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	27	\$32,400
SUBTOTAL				\$125,907		\$58,490

TOTAL COST OF STREET " B"**\$1,333,035****\$375,196****STREET "C2"**

Street "C2"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	520		2 - 25' B-B		2 - 25' B-B	
1 Erosion control measures	STA	\$400.00	5	\$2,080.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	3,428	\$9,427	0	\$0
3 Drainage	LF	\$300.00	520	\$156,000	0	\$0
4 8"-3600 PSI concrete street pavement	SY	\$48.00	1,444	\$69,312	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	1,561	\$62,440	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,560	\$4,289	0	\$0
7 Hydrated lime material	TN	\$175.00	48	\$8,400	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500
9 Street signs	EA	\$650.00	0	\$0	1	\$650
10 6' wide concrete sidewalk	SF	\$4.00	6,240	\$24,960	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	6,240	\$24,960
12 Testing	SY	\$0.90	1,560	\$1,404	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$10,149	1	\$843
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	35	\$41,600
TOTAL COST OF STREET " C2"				\$348,461		\$70,553

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STREET "D1"		Public		Public Enhancement		
Street "D1"	Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	400		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	4	\$1,600.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	2,637	\$7,252	0	\$0
3 Drainage	LF	\$300.00	400	\$120,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	1,111	\$46,662	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	1,082	\$43,280	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	2,368	\$6,512	0	\$0
7 Hydrated lime material	TN	\$175.00	39	\$6,825	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	4,800	\$19,200	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,800	\$19,200
12 Testing	SY	\$0.90	2,368	\$2,131	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$7,604	1	\$765
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	26	\$31,200
TOTAL COST OF STREET " D1"				\$261,066		\$57,465

STREET "D2"		Public		Public Enhancement		
Street "D2"	Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	340		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	3	\$1,360.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	2,241	\$6,164	0	\$0
3 Drainage	LF	\$200.00	340	\$68,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	944	\$39,648	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	1,225	\$49,000	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	2,343	\$6,443	0	\$0
7 Hydrated lime material	TN	\$175.00	39	\$6,825	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	4,080	\$16,320	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,080	\$16,320
12 Testing	SY	\$0.90	2,343	\$2,109	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$5,876	1	\$679
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	24	\$28,800
TOTAL COST OF STREET " D2"				\$201,745		\$52,099

STREET "D3"		Public		Public Enhancement		
Street "D3"	Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	200		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	2	\$800.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	726	\$1,996	0	\$0
3 Drainage	LF	\$200.00	200	\$40,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	761	\$31,962	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	822	\$2,261	0	\$0
7 Hydrated lime material	TN	\$175.00	14	\$2,450	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500
9 Street signs	EA	\$650.00	0	\$0	1	\$650
10 6' wide concrete sidewalk	SF	\$4.00	2,400	\$9,600	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	2,400	\$9,600
12 Testing	SY	\$0.90	822	\$740	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$2,694	1	\$383
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	12	\$14,400
TOTAL COST OF STREET " D3"				\$92,503		\$27,533

TOTAL COST OF STREET " D"				\$555,314		\$137,096
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STREET "E1"		Public		Public Enhancement		
Street "E1"	Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	440		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	4	\$1,760.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	2,770	\$7,619	0	\$0
3 Drainage	LF	\$100.00	440	\$44,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	1,222	\$51,324	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	1,382	\$55,280	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	2,812	\$7,733	0	\$0
7 Hydrated lime material	TN	\$175.00	46	\$8,050	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	6	\$7,500
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	5,280	\$21,120	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	5,280	\$21,120
12 Testing	SY	\$0.90	2,812	\$2,531	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$5,982	1	\$898
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	35	\$42,000
SUBTOTAL				\$205,399		\$72,818

STREET "E2"		Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	390			25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	4	\$1,560.00	0	\$0	
2 Excavation (2' in depth width of ROW)	CY	\$2.75	2,571	\$7,071	0	\$0	
3 Drainage	LF	\$100.00	390	\$39,000	0	\$0	
4 7"-3600 PSI concrete street pavement	SY	\$42.00	1,083	\$45,486	0	\$0	
5 6"-3600 PSI conc. parking	SY	\$40.00	1,358	\$54,320	0	\$0	
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	2,637	\$7,252	0	\$0	
7 Hydrated lime material	TN	\$175.00	44	\$7,700	0	\$0	
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000	
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300	
10 6' wide concrete sidewalk	SF	\$4.00	4,680	\$18,720	0	\$0	
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,680	\$18,720	
12 Testing	SY	\$0.90	2,637	\$2,373	0	\$0	
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$5,504	1	\$751	
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	26	\$31,200	
SUBTOTAL				\$188,986		\$56,971	

STREET "E3"		Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	200			25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	2	\$800.00	0	\$0	
2 Excavation (2' in depth width of ROW)	CY	\$2.75	725	\$1,994	0	\$0	
3 Drainage	LF	\$100.00	200	\$20,000	0	\$0	
4 7"-3600 PSI concrete street pavement	SY	\$42.00	761	\$31,962	0	\$0	
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0	
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	822	\$2,261	0	\$0	
7 Hydrated lime material	TN	\$175.00	14	\$2,450	0	\$0	
8 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500	
9 Street signs	EA	\$650.00	0	\$0	1	\$650	
10 6' wide concrete sidewalk	SF	\$4.00	2,400	\$9,600	0	\$0	
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	2,400	\$9,600	
12 Testing	SY	\$0.90	822	\$740	0	\$0	
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$2,094	1	\$383	
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	13	\$15,600	
SUBTOTAL				\$71,900		\$28,733	

TOTAL COST OF STREET " E "				\$466,285		\$158,521
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STREET "F"				Public		Public Enhancement	
Street "F3"	Units	Cost	Quantity	Total	Quantity	Total	
Length of Street Segment (LF)	190		25' B-B		25' B-B		
1 Erosion control measures	STA	\$400.00	2	\$760.00	0	\$0	
2 Excavation (2' in depth width of ROW)	CY	\$2.75	690	\$1,896	0	\$0	
3 Drainage	LF	\$100.00	190	\$19,000	0	\$0	
4 7"-3600 PSI concrete street pavement	SY	\$42.00	698	\$29,316	0	\$0	
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0	
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	754	\$2,074	0	\$0	
7 Hydrated lime material	TN	\$175.00	12	\$2,100	0	\$0	
8 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500	
9 Street signs	EA	\$650.00	0	\$0	1	\$650	
10 6' wide concrete sidewalk	SF	\$4.00	2,280	\$9,120	0	\$0	
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	2,280	\$9,120	
12 Testing	SY	\$0.90	754	\$679	0	\$0	
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$1,948	1	\$368	
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	12	\$14,400	
SUBTOTAL				\$66,893		\$27,038	

Street "F2"				Public		Public Enhancement	
Street "F2"	Units	Cost	Quantity	Total	Quantity	Total	
Length of Street Segment (LF)	300		25' B-B		25' B-B		
1 Erosion control measures	STA	\$400.00	3	\$1,200.00	0	\$0	
2 Excavation (2' in depth width of ROW)	CY	\$2.75	1,978	\$5,439	0	\$0	
3 Drainage	LF	\$100.00	300	\$30,000	0	\$0	
4 7"-3600 PSI concrete street pavement	SY	\$42.00	833	\$34,986	0	\$0	
5 6"-3600 PSI conc. parking	SY	\$40.00	962	\$38,480	0	\$0	
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,795	\$4,936	0	\$0	
7 Hydrated lime material	TN	\$175.00	32	\$5,600	0	\$0	
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000	
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300	
10 6' wide concrete sidewalk	SF	\$4.00	3,600	\$14,400	0	\$0	
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	3,600	\$14,400	
12 Testing	SY	\$0.90	1,795	\$1,616	0	\$0	
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$4,100	1	\$621	
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	20	\$24,000	
SUBTOTAL				\$140,756		\$45,321	

Street "F1"				Public		Public Enhancement	
Street "F1"	Units	Cost	Quantity	Total	Quantity	Total	
Length of Street Segment (LF)	500		25' B-B		25' B-B		
1 Erosion control measures	STA	\$400.00	5	\$2,000.00	0	\$0	
2 Excavation (2' in depth width of ROW)	CY	\$2.75	3,296	\$9,065	0	\$0	
3 Drainage	LF	\$200.00	500	\$100,000	0	\$0	
4 7"-3600 PSI concrete street pavement	SY	\$42.00	1,389	\$58,338	0	\$0	
5 6"-3600 PSI conc. parking	SY	\$40.00	1,312	\$52,480	0	\$0	
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	2,917	\$8,022	0	\$0	
7 Hydrated lime material	TN	\$175.00	48	\$8,400	0	\$0	
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000	
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300	
10 6' wide concrete sidewalk	SF	\$4.00	6,000	\$24,000	0	\$0	
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	6,000	\$24,000	
12 Testing	SY	\$0.90	2,917	\$2,625	0	\$0	
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$7,948	1	\$909	
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	32	\$38,400	
SUBTOTAL				\$272,878		\$69,609	

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Street "F4"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	260		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	3	\$1,040.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	944	\$2,595	0	\$0
3 Drainage	LF	\$100.00	260	\$26,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	848	\$35,616	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	916	\$2,519	0	\$0
7 Hydrated lime material	TN	\$175.00	15	\$2,625	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	3,120	\$12,480	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	3,120	\$12,480
12 Testing	SY	\$0.90	916	\$824	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$2,511	1	\$563
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	18	\$21,600
SUBTOTAL				\$86,211		\$40,943
TOTAL COST OF STREET " F"				\$566,738		\$182,912

STREET "G"

Street "G4"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	180		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	2	\$720.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	653	\$1,797	0	\$0
3 Drainage	LF	\$100.00	180	\$18,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	782	\$32,844	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	845	\$2,324	0	\$0
7 Hydrated lime material	TN	\$175.00	14	\$2,450	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500
9 Street signs	EA	\$650.00	0	\$0	1	\$650
10 6' wide concrete sidewalk	SF	\$4.00	2,160	\$8,640	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	2,160	\$8,640
12 Testing	SY	\$0.90	845	\$761	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$2,026	1	\$354
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	12	\$14,400
SUBTOTAL				\$69,561		\$26,544

Street "G3"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	380		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	4	\$1,520.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	2,505	\$6,889	0	\$0
3 Drainage	LF	\$100.00	380	\$38,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	1,056	\$44,352	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	1,075	\$43,000	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	2,301	\$6,328	0	\$0
7 Hydrated lime material	TN	\$175.00	38	\$6,650	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	4,560	\$18,240	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	4,560	\$18,240
12 Testing	SY	\$0.90	2,301	\$2,071	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$5,011	1	\$661
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	24	\$28,800
SUBTOTAL				\$172,061		\$51,501

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

Street "G2"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	550		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	6	\$2,200.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	1,996	\$5,490	0	\$0
3 Drainage	LF	\$100.00	550	\$55,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	1,465	\$61,530	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	0	\$0	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,582	\$4,351	0	\$0
7 Hydrated lime material	TN	\$175.00	26	\$4,550	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	6,600	\$26,400	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	6,600	\$26,400
12 Testing	SY	\$0.90	1,582	\$1,424	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$4,828	1	\$981
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	36	\$43,200
SUBTOTAL				\$165,772		\$76,881

Street "G1"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	310		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	3	\$1,240.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	2,044	\$5,620	0	\$0
3 Drainage	LF	\$100.00	310	\$31,000	0	\$0
4 7"-3600 PSI concrete street pavement	SY	\$42.00	861	\$36,162	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	841	\$33,640	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,838	\$5,055	0	\$0
7 Hydrated lime material	TN	\$175.00	30	\$5,250	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	2	\$2,500
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	3,720	\$14,880	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	3,720	\$14,880
12 Testing	SY	\$0.90	1,838	\$1,654	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$4,035	1	\$560
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	20	\$24,000
SUBTOTAL				\$138,536		\$43,240

TOTAL COST OF STREET " G "				\$545,931		\$198,166
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Street "R1"

Street "R1"	Units	Cost	Public		Public Enhancement	
			Quantity	Total	Quantity	Total
Length of Street Segment (LF)	740		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	7	\$2,960.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	3,563	\$9,798	0	\$0
3 Drainage	LF	\$100.00	740	\$74,000	0	\$0
4 6"-3600 PSI concrete street pavement	SY	\$36.00	2,056	\$74,016	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	973	\$38,920	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	3,270	\$8,993	0	\$0
7 Hydrated lime material	TN	\$175.00	54	\$9,450	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	0	\$0
9 Street signs	EA	\$650.00	0	\$0	1	\$650
10 6' wide concrete sidewalk	SF	\$4.00	8,880	\$35,520	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	8,880	\$35,520
12 Testing	SY	\$0.90	3,270	\$2,943	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$7,698	1	\$1,085
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	50	\$60,000
TOTAL COST OF STREET " R1 "				\$264,298		\$97,255

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

Street "R2"		Public			Public Enhancement	
Street "R2"	Units	Cost	Quantity	Total	Quantity	Total
Length of Street Segment (LF)	450		25' B-B		25' B-B	
1 Erosion control measures	STA	\$400.00	5	\$1,800.00	0	\$0
2 Excavation (2' in depth width of ROW)	CY	\$2.75	2,167	\$5,958	0	\$0
3 Drainage	LF	\$100.00	450	\$45,000	0	\$0
4 6"-3600 PSI concrete street pavement	SY	\$36.00	1,250	\$45,000	0	\$0
5 6"-3600 PSI conc. parking	SY	\$40.00	499	\$19,960	0	\$0
6 6"(33lbs./sy) lime stabilized subgrade	SY	\$2.75	1,889	\$5,195	0	\$0
7 Hydrated lime material	TN	\$175.00	31	\$5,425	0	\$0
8 Barrier free ramps	EA	\$1,250.00	0	\$0	4	\$5,000
9 Street signs	EA	\$650.00	0	\$0	2	\$1,300
10 6' wide concrete sidewalk	SF	\$4.00	5,400	\$21,600	0	\$0
11 Additional concrete sidewalk for total of 12' each side	SF	\$4.00	0	\$0	5,400	\$21,600
12 Testing	SY	\$0.90	1,889	\$1,700	0	\$0
13 Payment, performance & maintenance bonds	LS	3.00%	1	\$4,549	1	\$837
14 Shade tree with 4'x4' metal grate (30' on center e.s.)	EA	\$1,200.00	0	\$0	30	\$36,000
TOTAL COST OF STREET " R2"				\$156,187		\$64,737
TOTAL COST OF STREET " R"				\$420,485	\$161,992	

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

A1. Water On-Site (CIP)	Unit	Cost	Quant	Total
1 36" RCCP Pipe	LF	\$165.00	0	\$0
2 16" PVC Pipe	LF	\$60.00	10,005	\$600,300
3 12" PVC Pipe	LF	\$40.00	0	\$0
4 36" Valve with vault	EA	\$25,000.00	0	\$0
5 16" Valves	EA	\$5,500.00	12	\$66,000
6 12" Valves	EA	\$2,250.00	0	\$0
7 6" Valves	EA	\$850.00	12	\$10,200
8 Fire hydrants	EA	\$3,000.00	12	\$36,000
9 Fittings (1 ton per 1000')	TON	\$7,500.00	10.01	\$75,038
10 Connect to existing pipe	EA	\$3,500.00	4	\$14,000
11 Trench safety	LF	\$0.50	10,005	\$5,003
12 Testing	LF	\$2.00	10,005	\$20,010
13 Payment, performance & maint bonds	LS	3.00%	1	\$24,797
TOTAL				\$851,347

A2. Water On-Site (Public)	Unit	Cost	Quant	Total
1 16" PVC Pipe	LF	\$60.00	0	\$0
2 12" PVC Pipe	LF	\$40.00	14,715	\$588,600
3 16" Valves	EA	\$5,500.00	0	\$0
4 12" Valves	EA	\$2,250.00	37	\$83,250
5 6" Valves	EA	\$850.00	37	\$31,450
6 Fire hydrants	EA	\$3,000.00	37	\$111,000
7 Fittings (1 ton per 1000')	TON	\$5,000.00	14.72	\$73,575
8 Concrete encasement	LF	\$35.00	294	\$10,301
9 Connect to existing pipe	EA	\$1,500.00	6	\$9,000
10 Trench safety	LF	\$0.50	14,715	\$7,358
11 Testing	LF	\$2.00	14,715	\$29,430
12 Payment, performance & maint bonds	LS	3.00%	1	\$28,319
TOTAL				\$972,282

A3. Water On-Site (Developer)	Unit	Cost	Quant	Total
1 8" PVC Pipe	LF	\$25.00	13,010	\$325,250
2 8" Valves	EA	\$2,250.00	33	\$74,250
3 6" Valves	EA	\$850.00	37	\$31,450
4 Fire hydrants	EA	\$3,000.00	37	\$111,000
5 Fittings (1 ton per 1000')	TON	\$4,000.00	13.01	\$52,040
6 Concrete encasement	LF	\$35.00	260	\$9,107
7 Connect to existing pipe	EA	\$1,500.00	4	\$6,000
8 Trench safety	LF	\$0.50	13,010	\$6,505
9 Testing	LF	\$2.00	13,010	\$26,020
10 Payment, performance & maint bonds	LS	3.00%	1	\$19,249
TOTAL				\$660,871

B1. Sanitary Sewer Off-Site (CIP)	Units	Cost	Quant	Total
1 18" SDR 26 PVC Pipe	LF	\$85.00	7,360	\$625,600
2 5' Diameter manhole	EA	\$6,500.00	15	\$97,500
3 Concrete encasement	LF	\$45.00	147	\$6,624
4 Connect to existing manhole	EA	\$2,500.00	1	\$2,500
5 Trench safety	LF	\$0.50	7,360	\$3,680
6 Testing	LF	\$2.00	7,360	\$14,720
7 Payment, performance & maint bonds	LS	3.0%	1	\$22,519
TOTAL				\$1,479,282

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

B2. Sanitary Sewer On-Site (CIP)		Units	Cost	Quant	Total
1	18" PVC Pipe	LF	\$65.00	2,790	\$181,350
2	12" PVC Pipe	LF	\$55.00	330	\$18,150
3	10" PVC Pipe	LF	\$40.00	0	\$0
4	8" PVC Pipe	LF	\$25.00	0	\$0
5	Concrete encasement	LF	\$35.00	62	\$2,184
6	5' Diameter manhole	EA	\$5,500.00	9	\$49,500
7	Connect to existing manhole	EA	\$1,500.00	1	\$1,500
8	Trench safety	LF	\$0.50	3,120	\$1,560
9	Testing	LF	\$2.00	3,120	\$6,240
10	Payment, performance & maint bonds	LS	3.0%	1	\$7,815
TOTAL					\$268,299

B3. Sanitary Sewer On-Site (Public)		Units	Cost	Quant	Total
1	12" PVC Pipe	LF	\$55.00	2,490	\$136,950
2	10" PVC Pipe	LF	\$40.00	0	\$0
3	8" PVC Pipe	LF	\$25.00	8,785	\$219,625
4	Concrete encasement	LF	\$35.00	226	\$7,893
5	5' Diameter manhole	EA	\$5,500.00	32	\$176,000
6	Connect to existing manhole	EA	\$1,500.00	1	\$1,500
7	Trench safety	LF	\$0.50	11,275	\$5,638
8	Testing	LF	\$2.00	11,275	\$22,550
9	Payment, performance & maint bonds	LS	3.0%	1	\$17,105
TOTAL					\$587,260

B4. Sanitary Sewer On-Site (Developer)		Units	Cost	Quant	Total
1	12" PVC Pipe	LF	\$55.00	0	\$0
2	10" PVC Pipe	LF	\$40.00	0	\$0
3	8" PVC Pipe	LF	\$25.00	3,160	\$79,000
4	Concrete encasement	LF	\$35.00	63	\$2,212
5	5' Diameter manhole	EA	\$5,500.00	9	\$49,500
6	Connect to existing manhole	EA	\$1,500.00	1	\$1,500
7	Trench safety	LF	\$0.50	3,160	\$1,580
8	Testing	LF	\$2.00	3,160	\$6,320
9	Payment, performance & maint bonds	LS	3.0%	1	\$4,203
TOTAL					\$144,315

C. Drainage (Multi-box Culvert Drainage along US 380)		Units	Cost	Quant	Total
1	4 barrel 8' x 3' RCB	LF	\$1,100.00	1,500	\$1,650,000
2	Storm junction box	EA	\$15,000.00	3	\$45,000
3	Wing wall at 4 barrel 8' x 3' RCB	EA	\$30,000.00	1	\$30,000
4	Rock rip rap	SY	\$85.00	80	\$6,800
5	Trench safety	LF	\$0.35	1,500	\$525
6	Testing	LF	\$1.25	1,500	\$1,875
7	Payment, performance & maint bonds	LS	3.00%	1	\$52,026
TOTAL					\$1,786,226

D. Parking Deck Infrastructure		Total
1	PARKING DECK D1-5 LEVELS (each level 185 spaces @ \$12,000 per space)	\$13,320,000
2	PARKING DECK F1-5 LEVELS (each level 135 spaces @ \$12,000 per space)	\$9,720,000
3	PARKING DECK G1-5 LEVELS (each level 330 spaces @ \$12,000 per space)	\$23,760,000
4	PARKING DECK R1-5 LEVELS (each level 190 spaces @ \$12,000 per space)	\$13,680,000
5	PARKING DECK R2-4 LEVELS (each level 110 spaces @ \$12,000 per space)	\$6,336,000
6	CONTINGENCY (10%)	\$6,681,600
TOTAL		\$73,497,600

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

CAPITAL IMPROVEMENT PLAN BUDGET

REIMBURSEMENTS			
REIMBURSEMENT NO. 1	FY 2015		200,749.95
REIMBURSEMENT NO. 2	FY 2016		1,154,524.44
REIMBURSEMENT NO. 3	FY 2017		601,716.35
REIMBURSEMENT NO. 4	FY 2018		63,117.68 *
REIMBURSEMENT NO. 4A	FY 2018		252,478.76 **
REIMBURSEMENT NO. 5	FY 2019		74,163.55 ***
TOTAL BILLED TO DATE			\$2,346,750.73

* Reimbursement No. 4 request submitted to Engineering was denied due to ineligible costs. This is accrued interest.

** Reimbursement No. 4A is payable to Longo Toyota for remaining balance on Mahard Parkway.

*** Reimbursement No. 5 was not submitted; accrued interest only.

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2

As of September 30, 2019

ANNUAL FINANCIAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the financial statement.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$ 19,445 Total Revenue

2. Amount and purpose of expenditures from the fund:

\$ 19,959 Total Expenditures

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

- A. Contributions /Advances from developers— \$2,173,163.37
- B. Bonds issued and payment schedule to retire bonds— none.

4. Tax Increment base and current captured appraised value retained by the zone:

A. Tax Increment base and current captured appraised value retained for Tax Year 2018:

Taxing Jurisdiction	Net Taxable Value Tax Year 2018	Base Year* Value (with AG) Jan. 1, 2014	Captured App. Value Fiscal Year 2018- 2019
Town of Prosper	\$4,164,727	\$29,413	\$4,135,314
Collin County	\$4,164,727	\$29,413	\$4,135,314

B. Tax Increment base and expected captured appraised value for Tax Year 2019:

Taxing Jurisdiction	Net Taxable Value Tax Year 2019	Base Year* Value (with AG) Jan. 1, 2014	Captured App. Value Fiscal Year 2019-2020
Town of Prosper	\$3,499,902	\$29,413	\$3,470,489
Collin County	\$3,499,902	\$29,413	\$3,470,489

* Base Year Value as of January 1, 2014, is for Fiscal Year 2013-2014.

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment-financing plan adopted by the governing body of the municipality.

A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2018-2019:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of Fiscal Year 2017-2018 Increment
Town of Prosper (70%)	\$ 0.520000	\$ 15,053
Collin County (50%)	\$ 0.180785	\$ 3,738
Total	\$ 0.700785	\$ 18,791

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2

As of September 30, 2019

ANNUAL FINANCIAL REPORT

- B. Amount of tax increment received in 2019 from the municipality and the other taxing jurisdictions based on 2018 valuations: \$ **18,791**
- C. Expected appraised value shared by the municipality and other participating taxing jurisdictions to be received in Fiscal Year 2019-2020:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of Fiscal Year 2018-2019 Increment
Town of Prosper (70%)	\$ 0.520000	\$ 12,633
Collin County (50%)	\$ 0.174951	\$ 3,036
Total	\$ 0.694951	\$ 15,669

D. Other information: None

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2

Item 4.

As of September 30, 2019

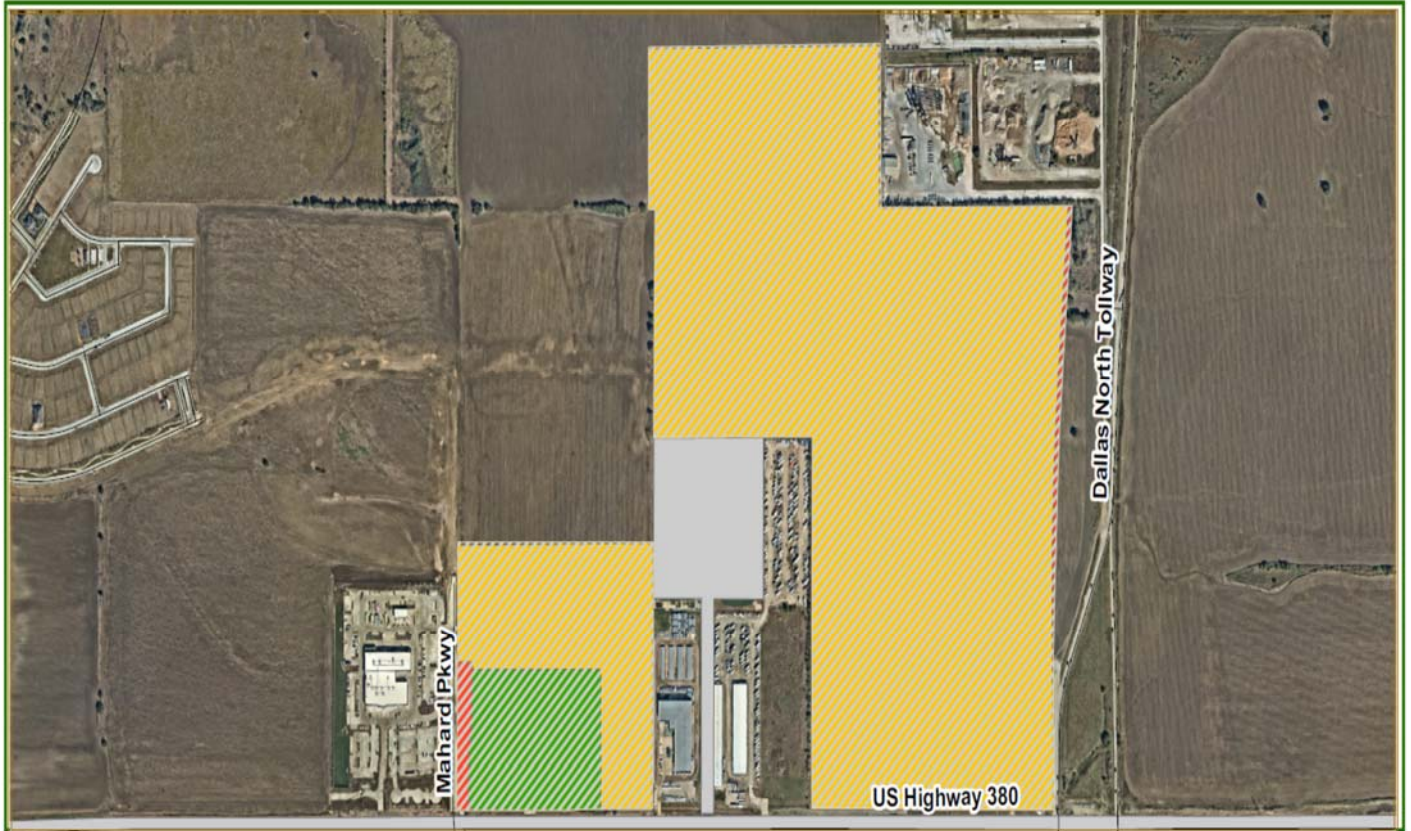
TIRZ FUND FINANCIAL STATEMENT

	CAPITAL PROJECTS	DEBT SERVICE	TOTAL
Beginning Balance:			
<i>10/1/18</i>	\$ 25,929	\$ -	\$ 25,929
Revenues:			
Property Tax:			
Town	\$ 15,053	-	\$ 15,053
Delinquent	-	-	-
County	3,738	-	3,738
Property Rollback Taxes	-	-	-
Sales Tax	31	-	31
Impact Fees:			
Water Impact Fees	-	-	-
Wastewater Impact Fees	-	-	-
Thoroughfare Impact Fees	-	-	-
380 Construction Sales Office	-	-	-
Interest	623	-	623
TOTAL REVENUES	\$ 19,445	\$ -	\$ 19,445
Expenditures:			
Land Purchases	\$ -	\$ -	\$ -
Professional Services	-	-	-
Construction/Improvements:			
Lower DB Sewer	-	-	-
Mahard Parkway	-	-	-
Interest Expense	19,959	-	19,959
TOTAL EXPENDITURES	\$ 19,959	\$ -	\$ 19,959
Ending Balance:			
<i>9/30/19</i>	\$ 25,415	\$ -	\$ 25,415

Town of Prosper, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2019

Item 4.

TIRZ 2 Property Tax Rollback



-  TIRZ_2
-  Agricultural Land
-  Exempt Properties
-  Properties Not Applicable to Rollback Tax
-  Rollback Taxes Collected





Prosper is a place where everyone matters.

Minutes
Prosper Town Council Meeting
 Council Chambers
 Prosper Town Hall
 250 W. First Street, Prosper, Texas
 Tuesday, January 14, 2020

Call to Order/ Roll Call.

The meeting was called to order at 5:45 p.m.

Council Members Present:

Mayor Ray Smith
 Mayor Pro-Tem Curry Vogelsang, Jr.
 Deputy Mayor Pro-Tem Jason Dixon
 Councilmember Marcus E. Ray
 Councilmember Craig Andres
 Councilmember Meigs Miller
 Councilmember Jeff Hodges

Staff Members Present:

Harlan Jefferson, Town Manager
 Terry Welch, Town Attorney
 Robyn Battle, Town Secretary/Public Information Officer
 LaShon Ross, Interim Human Resources Director
 Dudley Raymond, Parks and Recreation Director
 Hulon Webb, Engineering Services Director
 Pete Anaya, Assistant Director of Engineering Services – Capital Projects
 John Webb, Development Services Director
 Alex Glushko, Planning Manager
 Doug Kowalski, Police Chief
 Scott Brewer, Assistant Police Chief
 Stuart Blasingame, Fire Chief

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

Colonel Carl Rau, Retired Chaplain for the United States Army, led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Marcus Ray read the following announcements:

The Community Library's Winter & Spring 2020 Program is now available, and the Library is now open on Mondays. A variety of events and activities are offered each week for children, teens, and adults. More information is available on the Town website.

The public is invited to join the Town of Prosper, Prosper ISD, and the Prosper Chamber of Commerce for our State of the Community event This Thursday, January 16. PISD Superintendent Dr. Drew Watkins and Town of Prosper Mayor Ray Smith will discuss the exciting things that are happening in our community at Prosper ISD's Children's Health Stadium Community Room. Doors open at 5:30 p.m., followed by the program at 6:30 p.m. Refreshments

will be provided by the Prosper ISD Culinary Arts Program. This event is free and open to the public; however, donations to the Prosper Education Foundation are encouraged.

The new Southbound DNT Frontage Road will open this Saturday, January 18. The new lanes, extending from US 380 to FM 428, will provide significant improvements to traffic flow and reduce travel times for motorists in the Prosper and Celina area.

Town offices will be closed on Monday, January 20, in honor of Martin Luther King Jr. Day.

Discussion Items.

1. Discussion on proposed 2020 Town Council Meeting schedule. (RB)

Town Secretary/PIO Robyn Battle presented this item before the Town Council. The Council agreed to cancel the December 22, 2020, Town Council meeting due to the Christmas holiday. Individual Councilmembers will respond directly to Town staff with any additional schedule conflicts. A proposed meeting schedule will be brought forward for Council consideration at a future meeting.

CONSENT AGENDA:

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

- 2. Consider and act upon the Minutes from the December 10, 2019, Town Council Meeting. (RB)**
- 3. Receive the November Financial Report. (BP)**
- 4. Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of dark fiber infrastructure from Town Hall to the Public Safety Facility. (LJ)**
- 5. Consider and act upon approving the purchase and installation of a weather and lightning notification system from Perry Weather Consulting Inc. through the Texas Local Government Purchasing Cooperative, for Frontier Park, Folsom Park, and Eagles Landing, and authorizing the Town Manager to execute documents for the same. (DR)**
- 6. Consider and act upon Ordinance No. 2020-01 rezoning 2.1± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of future Mahard Drive, south of future Prairie Drive. (Z19-0016). (AG)**
- 7. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consultant Services, Inc., and the Town of Prosper, Texas, related to the design of a Traffic Signal at Coit Road and Richland Boulevard. (PA)**
- 8. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Maldonado-Burkett, LLP, and the Town of Prosper, Texas, related to the design of a Traffic Signal at Fishtrap and Gee Road. (PA)**
- 9. Consider and act upon whether to direct staff to submit a written notice of appeal 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 any Site Plan or Preliminary Site Plan. (AG)

Councilmember Ray made a motion and Councilmember Hodges seconded the motion to approve all items on the Consent Agenda. The motion was approved by a vote of 7-0.

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 Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.

John Safer, 1712 Waggoner Drive, Aubrey, spoke in opposition to apartments being built at FM 1385 and Bryan Road in Aubrey.

Erin Allen, 2700 Arlo Way, Aubrey, spoke in opposition to Aubrey annexing the property proposed for an apartment complex at FM 1385 and Bryan Road in Aubrey.

Dale Stober, 1404 Millican Lane, Aubrey, spoke in opposition to a potential annexation of property by Aubrey at FM 1385 and Bryan Road.

Vicki, Sorgenfrei, 2736 Tobias Lane, Aubrey, spoke in opposition to apartments being built at FM 1385 and Bryan Road in Aubrey.

Yara Soto, 2616 Wayne Avenue, Aubrey, spoke in opposition to apartments being built at FM 1385 and Bryan Road in Aubrey.

Barbara Nugent, 961 Grassy Shore Lane, Prosper, spoke in opposition to the Town Council's approval of smaller lots in the Windsong Ranch Development.

Responding to a question from the Town Council regarding the apartments proposed for FM 1385 and Bryan Road, Town Attorney Terry Welch explained that the property is in the Town of Prosper's extraterritorial jurisdiction (ETJ), and not within its corporate limits; therefore, by law, it cannot be annexed by the City of Aubrey unless the Town of Prosper first releases it from its ETJ. Furthermore, the Town has no authority to zone property in the ETJ.

REGULAR AGENDA:

If you wish to address the Council, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary, preferably before the meeting begins. 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. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council

Items for Individual Consideration:

10. **Consider and act upon an ordinance amending Planned Development-40 (PD-40) in its entirety for Windsong Ranch, generally located on the west side of Teel Parkway, south of Parvin Road, in order to modify the residential development standards. (Z19-0020). (AG)**
11. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between VP Windsong Operation, LLC and VP Winds**

Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development. (AG)

Mayor Smith opened Items 10 and 11 concurrently.

Planning Manager Alex Glushko presented this item before the Town Council. On November 26, 2019, The Town Council approved the proposed zoning request amending the number and type of lots within the Windsong Ranch development. Additionally, the developer is proposing to allow metal roofing for Type C and Type D lots. A proposed ordinance and development agreement has been prepared accordingly.

Responding to a question from the Council, Town Attorney Terry Welch confirmed that the Town can no longer enforce development standards in the zoning ordinance as a matter of state law. Instead, the Town and the developer have agreed to enter in a development agreement which includes development regulations that are enforceable by the Town, including the use of metal roofs.

David Blom, representing the developer, addressed the Council regarding the proposed development agreement, which includes all of the stipulations discussed at the November 26, 2019, meeting, and all of the development regulations that are in the existing PD. The proposed metal roofs are in response to a request from buyers, and are of higher quality, and a higher cost, than the roofs in the existing development regulations.

After discussion, Councilmember Andres made a motion and Councilmember Ray seconded the motion to approve Ordinance No. 2020-02 amending Planned Development-40 (PD-40) in its entirety for Windsong Ranch, generally located on the west side of Teel Parkway, south of Parvin Road, in order to modify the residential development standards. The motion was approved by a vote of 6-1, with Mayor Pro-Tem Vogelsang casting the opposing vote.

Councilmember Hodges made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to authorize the Town Manager to execute a Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development. The revised roof standards for Lot Types C, D, and F shall include “standing seam metal roof with a rating of at least 30 years.” The motion was approved by a vote of 6-1, with Mayor Pro-Tem Vogelsang casting the opposing vote.

12. Conduct a Public Hearing, and consider and act upon a request for a Sign Waiver to allow for a reduced setback for a monument sign at RaceTrac in Westfork Crossing, located on the northwest corner of US 380 and Gee Road. (AG)

Planning Manager Alex Glushko presented this item before the Town Council. RaceTrac is requesting a reduction to the monument sign setback in order to allow for relocation of their existing monument sign. The purpose of the sign relocation is the result of recent TxDOT right-of-way acquisition associated with plans for an overpass at Gee Road. The recent right-of-way acquisition has caused the existing monument sign to be located over the property line. The applicant is proposing to relocate the sign approximately 20 feet north, outside the right-of-way and existing easements. Andrew Meltzer, representing Racetrac, presented additional information about the request.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing.

After discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Miller seconded the motion to approve the request for a Sign Waiver to allow for a reduced setback for a monument sign at RaceTrac in Westfork Crossing, located on the northwest corner of US 380 and Gee Road. The motion was approved by a vote of 7-0

13. Discussion on proposed Bond Election. (RB)

Hulon Webb, Director of Engineering presented information on the Town's ten-year Capital Improvement Program (CIP). After the January 9, 2020, Finance Committee meeting, Town staff prepared an analysis of the projects in the first five years of the CIP, compared to those in years six through ten. Town staff also reviewed projects that would specifically be required to support school construction. Finally, staff reviewed the CIP to determine what projects could reasonably be achieved over the next ten years, and the cost of those projects, taking into account the various funding options available to the Town. If Council chooses to appoint a bond committee, the committee would further study the potential projects and make a recommendation to Council on the projects to be funded through a bond election.

Town Secretary/PIO Robyn Battle continued the presentation by reviewing the potential timelines for holding an election in May 2020, November 2020, or May 2021. The Council discussed the various factors related to each election date.

Town Manager Harlan Jefferson noted that even if the Council chose the November 2020 date, the Town would not issue debt until June or July of 2021, since the traditional practice is to wait until the annual audit is returned in March, and the preliminary appraisal value is released in May. Mr. Jefferson introduced Jason Hughes from Hilltop Securities, the Town's financial advisor. Mr. Hughes confirmed the typical practice is to issue debt in June or July, after the preliminary appraisal values are issued.

After discussion, the Council directed staff to proceed with plans to hold a bond election in May 2021.

Mr. Hughes recommended the Town consider passing a reimbursement resolution to allow the Town to expend funds to start projects before the debt issuance in June or July. Mr. Jefferson confirmed this is a standard annual practice for the Town.

No further action was taken.

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.

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 551.071 - Consultation with the Town Attorney regarding legal issues associated with ordinance waivers, exceptions, and recommendations, 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 Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.

The Town Council recessed into Executive Session at 7:03 p.m.

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

The Town Council reconvened the Regular Session at 9:06 p.m. No action was taken as a result of the Closed Session.

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

14. Downtown Live! Update. (DR)

Parks and Recreation Director Dudley Raymond updated the Council on plans for the Downtown Live! event. Town staff met with the downtown merchants in December to get their feedback on the May 2019 event. The feedback from the merchants included a preference for a series of events in the downtown area associated with a music festival, or arts and crafts fair. The Council discussed the merits of the 2019 event, and whether the event should be repeated going forward. After discussion, the Council decided not to hold an event in May; however, Town staff was directed to use the funds allocated for Downtown Live! in the FY 2019-2020 budget to rebrand and grow the annual Community Picnic.

Town Manager Harlan Jefferson updated the Council on a previous discussion regarding the installation of additional television monitors in Council Chambers. The Council directed staff to pursue installing monitors flush against the side walls in Chambers.

Adjourn.

The meeting was adjourned at 9:24 p.m. on Tuesday, January 14, 2020.

These minutes approved on the 28th day of January 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



To: Mayor and Town Council
From: Robyn Battle, Town Secretary/PIO
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon the 2020 Prosper Town Council Regular Meeting Schedule.

Description of Agenda Item:

At the January 14, 2020, Town Council meeting, the Council was presented with the Regular Meeting dates for 2020. After receiving feedback from individual Councilmembers, Town staff is proposing to cancel the March 10, 2020, and December 22, 2020, Regular Town Council Meetings. A meeting schedule is attached, and will be posted on the Town website. The proposed Regular Meeting Schedule does not include any Special Called Meetings, which may be called at a later date. All Regular and Special Called Meetings will continue to be posted on the Town bulletin board and Town website in accordance with the Texas Open Meetings Act.

Attached Documents:

1. 2020 Prosper Town Council Regular Meeting Schedule

Town Staff Recommendation:

Town staff recommends the Council approve the 2020 Prosper Town Council Regular Meeting Schedule.

Proposed Motion:

I move to approve the 2020 Prosper Town Council Regular Meeting Schedule.



2020 Prosper Town Council Regular Meeting Schedule

Unless otherwise posted, all Prosper Town Council Regular Meetings take place in the Council Chambers of Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078. Meetings begin at 5:45 p.m.

Regular Meeting Schedule

January 14

January 28

February 11

February 25

March 10 – Meeting canceled

March 24

April 14

April 28

May 12

May 26

June 9

June 23

July 14

July 28

August 11

August 25

September 8

September 22

October 13

October 27

November 10

November 24

December 8

December 22 – Meeting canceled

FINANCE DEPARTMENT



To: Mayor and Town Council

From: Betty Pamplin, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon a resolution approving the Town of Prosper and Prosper Economic Development Corporation (PEDC) Investment Policy and Investment Strategy, and approving the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper and the PEDC.

Description of Agenda Item:

In March 2006, the Prosper Town Council adopted an Investment Policy for the Town and PEDC. This policy was last reviewed, revised, or adopted in January 2019. The last overhaul of the policy was completed in January 2017 which included a thorough review of recommended best practices checklist to evaluate the requirements of the Public Funds Investment Act (PFIA) along with the passage of HB 870 and HB 1148 in the 2015 legislative session. Since then, the Investment Policy has received Certification from the Government Treasurer's Organization of Texas for a two-year period ending January 31, 2021.

Under Section 2256.05(e) of the Texas Public Funds Investments Act, contained in Chapter 2256 of the Texas Government Code, the governing body of the investing entity shall review its investment policy and investment strategies and shall adopt by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies annually and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

The Town of Prosper Investment Policy is included as an attachment with no changes since the last revision in January 2017.

As noted above, the Investment Policy is to reflect the recommended best practices, PFIA checklist requirements, legislative changes, and the designation of investment officers for PEDC. Under the Public Funds Investment Act, investment officers must attend at least eight hours of instruction relating to the treasurer's or officer's responsibilities not less than once in a two-year period. Currently, the Finance Director and Accounting Manager are designated for the Town.

Additionally, the PEDC Investment Policy currently calls for the PEDC Treasurer and the Finance Director to serve as investment officers.

Vetting of Banks/Brokers:

Section 2256.005(k) of the Texas Public Funds Investment Act, contained in Chapter 2256 of the Texas Government Code, requires broker/dealers to acknowledge receipt of the entity's investment policy, and the Town may require additional information in order for a bank/broker dealer to qualify to be on the approved list.

The investment policy states the governing body or the Investment Officers acting as the "Investment Committee" shall, at least annually, review, revise and adopt a list of qualified broker/dealers and financial institutions that are authorized to engage in investment transactions with the Town and PEDC.

The investment policy has identified the qualifying items to be on the approved list as follows:

- Eligibility
- Documentation Requirements
- Competitive Bids

Attached is the list of vetted broker/dealers and financial institutions that have qualified to be on the approved list. The Town and PEDC have added Hilltop Securities, Inc. to the list.

Budget Impact:

N/A

Legal Obligations and Review:

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

Attached Documents:

1. Resolution for Investment Policy and Investment Strategy
2. Matrix of qualified brokers/dealers and financial institutions

Town Staff Recommendation:

Town staff recommends approval of a resolution approving the Town of Prosper and the PEDC Investment Policy and Investment Strategy, and approve the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper and the PEDC.

Proposed Motion:

I move to approve a resolution approving the Town of Prosper and the PEDC Investment Policy and Investment Strategy, and approve the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper and the PEDC.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REVIEWING, UPDATING AND ADOPTING THE TOWN OF PROSPER AND PROSPER ECONOMIC DEVELOPMENT CORPORATION INVESTMENT POLICY AND INVESTMENT STRATEGY; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Public Funds Investment Act (“the Act”), contained in Chapter 2256 of the Texas Government Code, as amended, provides in Section 2256.005(e) thereof that the governing body of an investing entity shall review its investment policy and investment strategies not less than annually; and

WHEREAS, said section of the Act further provides that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and

WHEREAS, the Act requires the written instrument so adopted shall record any changes made to either the investment policy or the investment strategies.

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

SECTION 1

The Prosper Town Council hereby confirms that it has reviewed the Town of Prosper and Prosper Economic Development Corporation Investment Policy and Investment Strategy and adopts the Investment Policy dated January 28, 2020, attached hereto as Exhibit “A.”

SECTION 2

This Resolution shall take effect from and after the date of its passage.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28th DAY OF JANUARY, 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



TOWN OF PROSPER, TEXAS

and

PROSPER ECONOMIC DEVELOPMENT CORPORATION

INVESTMENT POLICY

JANUARY 28, 2020

INVESTMENT POLICY

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PREFACE

The Town of Prosper and the Prosper Economic Development Corporation are separately chartered, governed, and operated entities. Each ENTITY adheres to its own governing documents and the Public Funds Investment Act. Each ENTITY additionally seeks to safely and effectively manage the funds under its control. To achieve those requirements, the governing body of each ENTITY has legally adopted this Investment Policy.

Throughout this Investment Policy, the two entities shall be singularly referred to as “ENTITY” and collectively referred to as “PROSPER.”

It is the policy of PROSPER that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

Effective cash management is recognized as essential to good fiscal management. A comprehensive and effective cash management system will be pursued to optimize investment interest earnings as viable and material revenue to all PROSPER funds. PROSPER’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with all Federal regulations, State of Texas statutes and other legal requirements, including the Town Charter, Town Ordinances, Articles of Incorporation, and this Policy.

I. PURPOSE

A. Formal Adoption

This Investment Policy is authorized by PROSPER in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, herein referred to as “PFLA.”

B. Scope

This Investment Policy applies to all of the investment activities of PROSPER. These funds are accounted for in the Town’s Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Debt Service Funds
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Economic Development Corporation Funds
- Any new fund created by the Town

The Town of Prosper may consolidate cash balances from multiple funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Policy establishes guidelines for:

1. Who can invest PROSPER funds,
2. How PROSPER funds will be invested, and
3. When and how a periodic review of investments will be made.

In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their issuing documentation and all applicable State and Federal Law.

All investments made with PROSPER funds prior to the adoption of this Investment Policy shall be held or liquidated as determined to be in the best interest of the financial well being of PROSPER. PROSPER will also monitor changes in the credit ratings of its investments quarterly using a number of resources including rating agencies, broker/dealers or financial publications. PROSPER shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

C. Review and Amendment

This Policy shall be reviewed annually by the ENTITY's governing body. The ENTITY's governing body shall adopt a written document stating that it has reviewed the Investment Policy.

D. Investment Strategy

In conjunction with the annual Policy review, the ENTITY's governing body shall review the separate written Investment Strategy for each of PROSPER's funds. The Investment Strategy must describe the investment objectives for each particular fund according to the following priorities:

1. Investment suitability,
2. Preservation and safety of principal,
3. Liquidity,
4. Marketability prior to maturity of each investment,
5. Diversification, and
6. Yield.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from securities defaults or erosion of the market value.

B. Maintenance of Adequate Liquidity

C. Risk of Loss

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintaining appropriate portfolio diversification.

D. Yield

All participants in the investment process will seek to act responsibly as custodians of the public trust. Investment officials will avoid any transactions that might impair public confidence in the Town’s ability to govern effectively. The governing body recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio’s investment return, provided that the adequate diversification has been implemented and the terms of this policy have been followed.

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

III. INVESTMENT POLICIES

A. Authorized Investments

Investments described below are authorized by PFIA as eligible securities for PROSPER. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, PROSPER is not required to liquidate investments that were authorized at the time of purchase in the event that subsequent legislation renders certain securities as no longer authorized for purchase by the Town. PROSPER’s funds governed by this Policy may be invested in:

- 1. Obligations of Governmental Entities (Section 2256.009).** Except for the items listed in 1.e. below, the following are authorized investments for obligations of governmental agencies:
 - a.** Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
 - b.** Direct obligations of the State of Texas or its agencies and instrumentalities;
 - c.** Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

- d. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than “A” or its equivalent;
 - e. The following *are not authorized investments* for PROSPER:
 1. Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (Interest Only);
 2. Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bear no interest (Principal Only);
 3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
 4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in the market index (Inverse Floater).
- 2. Financial Institution Deposits (Section 2256.010).** Certificates of deposit or share certificates provided the certificate is
- a. Issued by a depository institution that has its main office or a branch office in Texas that is:
 1. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
 2. Secured by obligations that are described by 1. (Obligations of Governmental Entities) above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in 1.e. above, that have a market value of not less than the uninsured amount of the deposit; or
 3. Secured in any other manner and amount provided by the law for deposits of PROSPER.
 - b. In addition to the authority to invest funds in certificates of deposit under Subsection “a”, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested through:
 - (a) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or
 - (b) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
2. The broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

3. Mutual Funds (2256.014).

- a. A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:
 1. Is registered with and regulated by the Securities and Exchange Commission;
 2. Provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
 3. Has a dollar-weighted average stated maturity of 90 days or fewer; and
 4. Includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.
- b. In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

1. Is registered with the Securities and Exchange Commission;
 2. Has an average weighted maturity of less than two years;
 3. Is invested exclusively in obligations approved by this subchapter;
 4. Is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
 5. Conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.
- c. An Entity is not authorized by this section to:
1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
 2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
 3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.
- 4. Local Government Investment Pools (2256.016).** Eligible investment pools organized and operating in compliance with PFIA described in section 2256.016 and 2256.019 have been authorized by the Town's governing body; and whose investment philosophy and strategy include seeking to maintain a stable net asset value of \$1 per share, and are consistent with this Policy and PROSPER's ongoing investment strategy.
- 5. Commercial Paper (2256.013).** Commercial paper is an authorized investment under this policy if the commercial paper:
- a. Has a stated maturity of 270 days or fewer from the date of its issuance; and
 - b. Is rated not less than A-1 or P-1 or an equivalent rating by at least:
 1. two nationally recognized credit rating agencies; or

2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

6. Repurchase Agreements (2256.011).

- a. A fully collateralized repurchase agreement is an authorized investment under PFIA, Subchapter A, if the repurchase agreement:
 1. has a defined termination date;
 2. is secured by a combination of cash and obligations described by PFIA, section 2256.009(a)(1); and
 3. requires the securities being purchased by the Town to be pledged to the Town, held in the Town's name, and deposited at the time the investment is made with the Town or with the third-party selected and approved by the Town; and
 4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.
- b. In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specific time, and sell back at a future date obligations described by Section 2256.009(a)(1), at market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse Security repurchase agreement.
- c. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.
- d. Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

7. Guaranteed Investment Contracts (2256.015).

- a. A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:
 1. Has a defined termination date;

2. Is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
 3. Is pledged to the entity and deposited with the Town or with a third party selected and approved by the Town.
- b.** Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.
- c.** To be eligible as an authorized investment:
1. The governing body of the Town must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
 2. The Town must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
 3. The Town must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
 4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
 5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

B. Protection of Principal

PROSPER shall seek to control the risk of loss due to failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed “Delivery versus Payment” (DVP) through PROSPER’s Safekeeping Agent. By so doing, PROSPER’s funds are not released until PROSPER has received, through the Safekeeping Agent, the securities purchased.

1. Diversification by Investment Type

Diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments and by controlling the market and opportunity risks associated with specific investment types.

Bond proceeds may be invested in a single security or investment if PROSPER determines that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage record keeping and calculation.

2. Diversification by Investment Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Generally, PROSPER will not directly invest in securities maturing more than five years from the date of purchase.

Maturity guidelines by fund type are discussed in Section IV, Investment Strategy.

3. Ensuring Liquidity

Liquidity shall be achieved by anticipating cash flow requirements, by investing in securities with active secondary markets and by investing in eligible money market mutual funds and local government investment pools.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

4. Depository Agreements

Consistent with the requirements of State Law, PROSPER requires all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as PROSPER's Depositories will be required to sign a Depository Agreement with PROSPER and PROSPER's safekeeping agent. The safekeeping portion of the Agreement shall define PROSPER's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing;
- The Agreement has to be executed by the Depository and PROSPER contemporaneously with the acquisition of the asset;
- The Agreement must be approved by the Board of Directors or the designated committee of the Depository and a copy of the meeting minutes must be delivered to PROSPER;

- The Agreement must be part of the Depository’s “official record” continuously since its execution.

a. Allowable Collateral

Eligible securities for collateralization of PROSPER deposits are defined by Chapter 2257, Texas Government Code, the Public Funds Collateral Act, as amended and meet the constraints of this Section III. A. 2.

b. Collateral Levels

The market value of pledged collateral must at all times be equal to or greater than 105% of the principal and accrued interest for PROSPER balances, less the applicable level of FDIC insurance.

c. Monitoring Collateral Adequacy

PROSPER shall require monthly reports of pledged securities marked to market using quotes by a recognized market pricing service quoted on the valuation date from all financial institutions with which PROSPER has collateralized deposits. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

d. Additional Collateral

If the collateral pledged for a deposit falls below adequate levels, as defined above in Section 4.b., the institution holding the deposit will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

e. Security Substitution

Collateralized deposits often require substitution of securities. Any financial institution requesting substitution must contact an Investment Officer for approval and settlement. The substituted security’s value will be calculated and substitution approved if the substitution maintains a pledged value equal to or greater than the required security level. An Investment Officer must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment Officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

5. Safekeeping

a. Safekeeping Agreement

PROSPER shall contract with a bank or banks for the safekeeping of securities either owned by PROSPER as a part of its investment portfolio or as a part of its depository agreements.

b. Safekeeping of Deposit Collateral

All collateral securing bank deposits must be held by a third-party custodian bank eligible under the Public Funds Collateral Act, and acceptable to and under contract with PROSPER, or by a Federal Reserve Bank.

C. Investment Advisers and Securities Dealers

Investment Advisers shall adhere to the spirit, philosophy and specific terms of this Policy and shall invest within the same “Standard of Care” as defined in Section E. 3. below. Securities Dealers shall avoid recommending or suggesting transactions outside that “Standard of Care.”

1. Selection of Investment Advisers

The selection of Investment Advisers will be performed by the Investment Officers. The Investment Officers will establish criteria to evaluate Investment Advisers including:

- a. Adherence to PROSPER’s policies and strategies,
- b. Investment performance and transaction pricing within accepted risk constraints,
- c. Responsiveness to PROSPER’s request for services, information and open communication,
- d. Understanding of the inherent fiduciary responsibility of investing public funds, and
- e. Similarity in philosophy and strategy with PROSPER’s objectives.

Selected Investment Advisers must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by Town Council.

2. Selection of Authorized Securities Dealers

The ENTITY's governing body or its Investment Officers acting as the ENTITY's Investment Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions that are authorized to engage in investment transactions with the ENTITY.

a. Eligibility

Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

b. Documentation Requirements

Brokers/dealers and financial institutions requesting to become qualified to transact investment business with PROSPER shall be required to provide:

1. a completed Broker/Dealer Questionnaire (Appendix B) that provides information regarding creditworthiness, experience and reputation; and
2. a Certification stating the firm has received, reviewed, understood and agrees to comply with PROSPER's investment policy. This Certification also acknowledges that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between PROSPER and the organization that are not authorized by PROSPER's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of PROSPER's entire portfolio or requires an interpretation of subjective investment standards; and
3. Provide an audited financial statement for the most recent period; and
4. Proof of certification by the National Association of Securities Dealers (NASD); and
5. Proof of current registration with the State of Texas Securities Commission.

PROSPER shall not enter into an investment transaction with a business organization prior to receiving the written instruments described above.

c. Competitive Bids

It is the policy of PROSPER to require competitive bidding will be solicited in writing, electronically, or any combo method for all individual security purchases and sales except for: transactions

with money market mutual funds and local government investment pools.

D. Responsibility and Control

1. Authority to Invest

The Executive Director of Administrative Services, Finance Director, and the Accounting Manager are the “Investment Officers” of the Town of Prosper. The PEDC Treasurer and the Finance Director are the “Investment Officers” of the PEDC. The Investment Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage PROSPER’s funds according to this Policy. The Investment Officers may authorize one or more Investment Officers to deposit, withdraw or transfer funds out of or into an investment pool or money market mutual fund in order to meet daily operating needs of PROSPER.

2. Prudent Investment Management

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment shall be considered.

Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

3. Standard of Care

The standard of care used by PROSPER shall be that as defined in PFIA, Section 2256.006. It states:

“Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

4. Standards of Ethics

The designated Investment Officers shall act as custodians of the public trust avoiding any transactions which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the ENTITY’s governing body a statement disclosing any personal business relationship with a

business organization seeking to sell investments to PROSPER or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to PROSPER. For purposes of this subsection, an Investment Officer has a personal business relationship with business organization if:

- a. The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- b. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- c. The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

5. Establishment of Internal Controls

PROSPER's Investment Officers will maintain a system of internal controls over the investment activities of PROSPER.

6. Reporting

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officers to the ENTITY's governing body. This investment report shall:

- a. Describe in detail the investment position of PROSPER,
- b. Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
 - 1. beginning market value of the reporting period;
 - 2. ending market value for the period;
 - 3. fully accrued interest for the reporting period
- c. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- d. State the maturity date of each separately invested asset that has a maturity date;
- e. State the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and

- f. State the compliance of the investment portfolio with PROSPER's Investment Policy, strategy, and PFIA.

In defining market value, sources independent of the investment provider will determine valuations and consideration will be given to GASB Statement No. 31.

PROSPER, in conjunction with its annual financial audit, shall perform a compliance audit of the management controls on investments and adherence to PROSPER's Investment Policy. If PROSPER invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposits, or money market accounts or similar accounts, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the ENTITY's governing body by that auditor.

7. Training

In order to insure the quality and capability of PROSPER's investment personnel making investment decisions, PROSPER shall provide periodic training in investments for the investment personnel through courses and seminars offered by GFOA, GFOAT, GTOT, TML, NCTCOG, ICMA, TSCPA, AICPA, or any independent source or institute of higher learning approved by the Finance Director.

- a. The Investment Officers shall:

1. attend at least 10 hours of training relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and
2. attend an investment training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date and receive not less than 8 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

- b. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with PFIA.

IV. INVESTMENT STRATEGY STATEMENT

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the fund. Investment guidelines by fund-type are as follows:

A. Active vs. Passive Strategy

Prosper intends to pursue an active vs. passive portfolio management philosophy. Active management means that the financial markets will be monitored by investment officials and investments will be purchased and sold based on the Town's parameters for liquidity and based on market conditions. All marketable securities purchased shall have active secondary markets, unless a specific cash outflow is being matched with an investment that will be held to maturity to meet that obligation. Securities may be purchased as a new issue or in the secondary markets. Securities may be sold before they mature if market conditions present an opportunity to benefit from the trade or if changes in the market warrant the sale of securities to avoid future losses. Securities may be purchased with the intent from the beginning to sell them prior to maturity or with the expectation that the security would likely be called prior to maturity under the analyzed market scenario. Market and credit risk shall be minimized by diversification. Diversification by market sector and security types, as well as maturity, will be used to protect Prosper from credit and market risk in order to meet liquidity requirements. The portfolio will be structured to benefit from anticipated market conditions and to achieve a reasonable return.

B. Operating Funds

Operating funds shall have their primary objective to assure that anticipated cash outflows are matched with the adequate investment liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during changing economic cycles. These objectives may be accomplished by purchasing high quality, short to medium term securities in a ladder (maturities coming due regularly and staggered to match cash outflows) or barbell (maturities that are placed very short term and maturities that are longer term, such that the average achieves cash flows and income similar to buying in the middle of those maturity spectrums) maturity structure and by diversification among market sectors. The dollar-weighted average maturity of the operating funds, based on the stated final maturity date of each security, will be calculated and limited to one year or less.

C. Capital Project Funds and Special Purpose Funds

Capital project funds and special purpose funds shall have as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. These portfolios should have liquid securities to allow for unanticipated project expenditures or accelerated project outlays due to a better than expected or changed construction schedule. The portfolios shall be invested based on cash flow estimates. The dollar-weighted average life of the portfolio should be matched to that of the duration of the liabilities. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

D. Debt Service Funds

Debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Appendix “A”

Glossary of Cash Management Terms

Accretion – Common investment accounting entry in which the book value of securities purchased at a discount are gradually written up to the par value. The process has the effect of recording the discount as income over time.

Accrued Interest – Interest earned, but not yet paid, on a bond.

Active Management – (also called *active investing*) refers to a portfolio management strategy where the manager makes specific investments with the goal to time the investment based on market conditions, monitor the volatility (or risk), and allow for parameters for liquidity. This will be performed by preparing 30 day cash flows to determine the liquidity and actively bid out types of investments the Town will invest in based on the market. Awarding the bid to the highest yield while monitoring the risk.

Agency – See Federal Agency.

Amortization – Common investment accounting entry in which the book value of securities purchased at a premium are gradually written down to the par value. The process has the effect of recording the premium as a reduction to income over time.

Arbitrage – Dealing simultaneously in the same product in two markets to take advantage of temporary price distortions at minimal risk

Basis Point – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield; e.g., “1/4” of 1 percent is equal to 25 basis points.

Benchmark – Index used to compare risk and performance to a managed portfolio.

Bid – The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value – The original acquisition cost of an investment plus or minus the accrued amortization or accretion.

Broker – A financial firm that brings securities buyers and sellers together in return for a fee. The term “broker” is often used interchangeably with “dealer” to refer to a seller of investment securities.

Callable Bond – A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Cash Settlement – A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Collateralization – Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO) – A derivative mortgage-backed security (MBS) created from pools of home mortgage loans. A single MBS is divided into multiple classes, each class containing unique risk profile and security characteristics. A number of CMO classes are expressly prohibited by Texas State law.

Commercial Paper – An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to 270 days. Commercial paper must carry a minimum rating of A1/P1 in order to be eligible under the Texas Public Funds Investment Act.

Constant Maturity Treasury (CMT) – A calculated average released by the Federal Reserve of all Treasury yields along a specific maturity point. This calculation is frequently used as a benchmark for conservative government portfolios.

Coupon Rate – The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the “interest rate.”

Credit Risk – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Derivative – Financial instruments whose value is derived from the movement of an underlying index or security.

Dealer – A dealer, as opposed to a broker, sets as a principal in all securities transactions, buying and selling for their own account. Often times, the terms “broker” and “dealer” are used interchangeably to refer to a seller of investments securities.

Delivery Versus Payment (DVP) – A type of securities transaction in which the purchaser pays for securities at the time of delivery either to the purchaser or his/her custodian.

Derivative Security – Financial instrument created from, or whose value depends upon, one or more underlying assets or indices of asset values.

Discount – The amount by which the par value of a security exceeds the price paid for the security.

Diversification – A process of investing assets among a range of security types by sector, maturity, and quality rating.

Dollar Weighted Average Maturity (WAM) – The average maturity of all the securities that comprise a portfolio weighted by the dollar value of each security.

Fair Market Rate – A documented and verifiable rate of interest which approximates the average rate which could have been earned on similar investments at the time of the transaction.

Federal Agency – A debt instrument that carries a rating of AAA because it is government sponsored.

Federal Deposit Insurance Corporation (FDIC) – A federal agency that insures bank deposits, currently up to \$250,000 per account. Public deposits that exceed this amount must be properly collateralized with investment securities or insured through a surety bond.

Financial Industry Regulatory Authority (FINRA) - the successor to the **National Association of Securities Dealers, Inc. (NASD)**. FINRA is a private corporation that focuses on regulatory oversight of all securities firms that do business with the public; professional training, testing and licensing of registered persons; arbitration and mediation; market regulation by contract for the New York Stock Exchange, the NASDAQ Stock Market, Inc., the American Stock Exchange LLC, and the International Securities Exchange.

Interest Rate – See “Coupon Rate.”

Internal Controls – An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

Interlocal Cooperation Act – Law permitting joint participation by local governments providing one or more government functions within the State. This law [Section 891.001 et seq. of the Texas Government Code (the “Act”)] has allowed for the creation of investment pools in Texas.

Investment Advisers Act of 1940 – Law which requires all Investment Advisers to be registered with the SEC in order to protect the public from fraud.

Investment Policy – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities. The Texas Public Funds Investment Act requires that public entities have a written and approved investment policy.

Investment Pool – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool.

Liquidity – A liquid investment is one that can be easily and quickly converted to cash without substantial loss of value. Investment pools and money market funds, which allow for same day withdrawal of cash, are considered extremely liquid.

Local Government Investment Pool (LGIP) – An investment by local governments in which their money is pooled as a method for managing local funds.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value – A security’s par amount multiplied by its market price.

Master Repurchase Agreement – A written contract covering all future transactions between the two parties to a repurchase agreement.

Maturity – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See “Weighted Average Maturity.”

Money Market Mutual Fund – Mutual funds that invest solely in money market instruments (short term debt instruments, such as Treasury bills, commercial paper, bankers’ acceptance, repos and federal funds).

Mortgage-Backed Security (MBS) – Security backed by pools of home loan mortgages.

Net Asset Value (NAV) – The value of a mutual fund or investment pool at the end of the business day. NAV is calculated by adding the market value of all securities in a fund or pool, deducting expenses, and dividing by the number of shares in the fund or pool.

Offer – An indicated price at which market participants are willing to sell a security. Also referred to as the “Ask Price.”

Par – Face value or principal value of a bond, typically \$1,000 per bond. A security’s par value is multiplied by its coupon rate to determine coupon payment amount.

Passive Management – Involves the creation of a portfolio allocation that is the same as a specific index to generate a return that is the same as the chosen index instead of outperforming it. Passive investing involves leaving high cash balance in banks or pools and not taking advantage of spreads in the market through other investment types.

Premium – The amount by which the price paid for a security exceeds the security’s par value.

Primary Government Securities Dealer (Primary Dealer) – One of 20 (as of 02/2011) large government securities dealers who are required to submit daily reports of market activity and monthly financial statements to the New York Federal Reserve Bank. Primary Dealers are required to continually “make a market” in Treasury securities, buying or selling when asked, thereby creating a liquid secondary market for US debt obligations.

Principal – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Investor Rule – Refers to an investment principle in the Public Funds Investment Act outlining the fiduciary responsibilities of Investment Officers.

Regular Way Delivery – Securities settlement that calls for delivery and payment on the third business day following the trade date (T + 3); payment on a T + 1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

Repurchase Agreement (repo or RP) – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping – Holding of assets (e.g., securities) by a financial institution.

Total Return – The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period: (Price Appreciation) + (Dividends Paid) + (Capital Gains) = (Total Return).

Treasury Bills – Short term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued with a minimum purchase of \$100. Bills pay interest only at maturity. The interest is equal to the face value minus the purchase price. Auctions of four week, 13 week and 26 week bills are every week, while auctions of 52 week bills are done every four weeks. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes – Intermediate U.S. government debt securities with maturities of one to 10 years and issued with a minimum purchase of \$100. Treasury notes, or T-notes, are issued in terms of 2, 3, 5, 7, and 10 years, and pay interest every six months until they mature.

Uniform Net Capital Rule – SEC Rule 15C3-1 outlining capital requirements for brokers/dealers.

Volatility – A degree of fluctuation in the price and valuation of securities.

Yield – The current rate of return on an investment security generally expressed as a percentage of the security's face value.

Yield-to-Call (YTC) – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield Curve – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-Maturity – The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities – Security that is issued at a discount and makes no periodic interest payments. The rate of return consist of a gradual accretion of the principal of the security and is payable at par upon maturity.

Matrix of Qualified Brokers/Dealers and Financial Institutions

Questionnaire						
Name of Firm	Multi-Bank Securities, Inc. [MBS]	FTN Financial	Oppenheimer & Co., Inc.	Financial Northeastern Securities	Hilltop Securities, Inc.	Great Pacific Securities
Address	1000 Town Center, Ste. 2300 Southfield, MI 48075	920 Memorial City Way, 11th Fl Houston, TX 77024	50 S. 6th St., Ste. 1300 Minneapolis, MN 55402	100 Passaic Avenue Fairfield, NJ 07004	700 Milam, Suite 500 Houston, TX 77002	151 Kalmus Drive, Ste. H8 Costa Mesa, CA 92626
Phone	(800) 967-9045	(901) 435-8080	(612) 337-2700	(800) 362-9876	(713) 654-8606	(714) 619-3000
Account Representative	Damien Grant	Zachery Brewer CRD # 4601565	Paul Sullivan	Samuel Vaughan	Gilbert Ramon	Garrett Ng
Texas Office	YES	YES	YES	YES	YES	NO
Nature of Office	Brokerage	Bank Dealer	Wealth Management, Institutional , Public Finance	Branch	Institutional & Retail Sales	N/A
Primary Dealer status with Federal Reserve	NO	NO	NO	NO	NO	NO
Registered with FINRA	YES CRD # 22098	NO Division of First Tennessee Bank	YES CRD # 1047426	YES CRD # 4126166	YES CRD # 2135146 Federal Agencies	YES CRD#29251
Market Sector specialization	Fixed Income Securities, CDs	Fixed Income Securities, MUNIs, and SBA Loans & Pools	Fixed Income: US Gov't & Agencies, Municipal Bonds, Commercial Paper and CDs	US Treasuries, Agencies, Texas State Bonds, Muni Bonds, Negotiable CDs.		Gov't Agency sector
Directly comparable public sector clients	County of Tarrant, TX; City of Weatherford, OK; City of Huntsville, TX	City of McKinney, City of Plano, City of Richardson	Harris County, TX; Port Authority of Houston, TX; Collin County, TX	City of Bastrop, City of Jacksonville, Town of Trophy Club, City of Palestine	Town of Flower Mound City of Farmers Branch City of Benbrook	City of San Antonio, Harris County, Collin County, Grand Prairie, Arlington
Read Prosper's Investment Policy	YES	YES	YES	YES	YES	YES
SIPC Insurance Coverage	YES	NO	YES	YES	YES	YES
Buy/Sell Securities?	YES	YES	YES	NO	YES	YES
Rep Registered with Texas State Securities	YES 28 years	YES 16 years	YES 34 years	YES 33 years	YES 28 years	YES Firm: 23 years Garrett Ng: 1 year N/A
Other Office Address - Texas	325 N St. Paul St. Ste. 3107 Dallas, TX 75201	N/A	Austin, Dallas, Ft. Worth, Houston and The Woodlands	8717 Ken Aaron Ct. Austin, TX 78717	7000 N MoPac, Ste 400 Austin, TX 78731	

**ENGINEERING
SERVICES**

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Director of Engineering Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Agreement between Oncor Electric Delivery Company, LLC, and the Town of Prosper, Texas, related to providing additional electric facilities and electric service to the Public Safety Complex, Phase 1 (Police Station and Dispatch) Facility.

Description of Agenda Item:

With the development of the Public Safety Complex, Phase 1 (Police Station and Dispatch) Facility, Oncor Electric Delivery Company, LLC., will provide electric service to the building. Oncor Electric had an overhead power line that was relocated around the property to facilitate the construction of the building.

Budget Impact:

The cost for the additional electric facilities and electrical service is \$49,277.96 and is funded from Account Number 750-5410-10-00-1904-FC (Police Station and Dispatch – Development Costs). Included in the cost is \$58,353.31 for relocation of an overhead power line that traversed the property, \$23,063.05 for providing electric service to the building, and a credit of \$32,138.40 for anticipated revenue from the new building. The relocation was completed prior to the start of the construction of the building but was not charged upfront to allow the credit for anticipated revenue from the new building to be included in the final cost for service.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved 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 Oncor Electric Delivery Company, LLC, and the Town of Prosper, Texas, related to providing additional electric facilities and electric service to the Public Safety Complex, Phase 1 (Police Station and Dispatch) Facility.

Proposed Motion:

I move to authorize the Town Manager to execute an Agreement between Oncor Electric Delivery Company, LLC, and the Town of Prosper, Texas, related to providing additional electric facilities and electric service to the Public Safety Complex, Phase 1 (Police Station and Dispatch) Facility.

December 17, 2019

Michael Alford
Oncor Electric Delivery
4600 State HWY 121
McKinney, TX 75070

WR #: 3475040

Transaction ID: 22497

Hulon Webb
Town of Prosper
1500 E First
Prosper, TX 75078

RE: Prosper Police Station

Dear Mr. Webb:

The Town of Prosper ('Customer') has requested that Oncor Electric Delivery Company LLC, a Delaware limited liability company ('Company'), provide additional electric facilities sufficient to provide electric service for 191.3 kW or lots / units at new police station at Safety and Cook Lane in Prosper, TX.

Pursuant to company's Tariff for Retail Delivery Service, Customer is responsible for \$49,277.96 as payment for the Customer's portion of the cost of installation of Company's additional electric delivery facilities, such payment to be and remain the property of the Company. Customer's payment in full is due at the time this agreement is returned to Company.

Company at all times shall have title to and complete ownership and control over said facilities.

Customer is responsible for providing, without cost to the Company: (1) suitable space on customer's premises for the installation of the facilities; and (2) rough site grading to final grade along the route of the facilities and clearing the area of all obstructions.

Customer has elected to provide, without cost to the Company, all civil construction necessary to install Oncor Electric Delivery facilities on the Customer's premises, including labor and material. Customer agrees to provide all civil construction in accordance with the Company's standards.

Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

This agreement supersedes all previous agreements or representation, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

This agreement, if not accepted within ⁴²~~30~~ days of the date of this letter, will be of no force and effect. Acceptance shall consist of delivery of an executed copy of this agreement to Company.

Please be aware that the start date of this project will be no earlier than three weeks following the execution of this agreement along with any payment that may be required pursuant to Company's Tariff for Retail Delivery Service. A more definitive installation schedule will be provided upon your delivery of this agreement to assist in your planning for this project.

Sincerely,

Michael Alford
New Construction Manager, SR.

If The Town of Prosper agrees to the conditions set forth in this agreement, please execute the agreement and return to me at the address above.

Signature

Printed Name

Title

Date

**Oncor Electric Delivery Company LLC,
a Delaware limited liability company**

Statement of Charges

Item 8.

Alford, Michael;#3150
972-569-1295
enter your email address

Date: 1/16/2020

WR #: 3475040

Transaction ID: 22497

Town of Prosper
Hulen Webb
1500 E First Street
Prosper, TX 75078

Services provided at:
Cook
Prosper
Collin

DESCRIPTION	AMOUNT
Total cost includes: 58,353.31(Relocation of existing feeder) + 23,063.05(Building new serve cost) - 32,138.40(Credit for new building kw 168/kw x 191.3kw) = 49,277.96	\$49,277.96
Total Amount Due Upon Receipt	\$49,277.96

* Price quoted is valid for sixty (60) days from the date of this document.

* Remit payment per instructions below.

* Please contact your Project Manager if you have any questions.

Project will be scheduled upon:

- 1) CIAC Coordinator's receipt of payment
- 2) Project Manager's receipt of Executed Agreement(s)

EFT / Electronic Funds Transfer

JP Morgan Chase Bank

ABA No. (Wire) 021000021

ABA No. (ACH) 111000614

For Credit To:

Oncor Electric Delivery

Acct #: 08806169791

Please make all check(s) payable to

Oncor Electric Delivery

Remit to:

Taylor Herrington

200 N Ector Dr

Eules TX 76039

Once EFT has been initiated please forward confirmation number and transfer date to:

Taylor.Herrington2@oncor.com

Please Include the WR # and Transaction ID (as listed above) on all correspondence including your Check or EFT.

Failure to do so will cause unnecessary delays with your project.





FIRE DEPARTMENT

To: Mayor and Town Council
From: Stuart Blasingame, Fire Chief
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Agreement between Emergicon, LLC, and the Town of Prosper, for specialized professional ambulance billing services.

Description of Agenda Item:

Emergicon, LLC (“Emergicon”), is the incumbent vendor providing these services to the Town. The previous selection of Emergicon was based on their level of service and their strong track record in the State of Texas, in addition to hands-on testing by the Fire Department personnel. Emergicon collected a total of \$416,986.00 on the Town’s behalf in FY 2018-2019, which resulted in the payment of collection fees totaling \$33,470.52 to Emergicon. This includes the standard 7.5% collection fee for ambulance transport fees under 120 days and 18% collection fees over 120 days of age.

The Town’s previous Agreement with Emergicon, LLC, expired on December 1, 2019. Therefore, staff requested proposals and received two responses. After the evaluation of the proposals, it is staff’s recommendation to enter into a new Agreement with Emergicon, LLC. The initial term of the Agreement is one year, and will automatically renew for successive one-year terms unless terminated in accordance with the terms and conditions of the Agreement.

Budget Impact:

The amount collected is based on the overall ambulance transport collections and will be collected as revenue on account 100-4310-30-01.

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 for Specialized Professional Ambulance Billing Services
2. Emergicon Executive Summary

Town Staff Recommendation:

Town staff recommends authorizing the Town Manager to execute an Agreement between Emergicon, LLC, and the Town of Prosper, for specialized professional ambulance billing services.

Proposed Motion:

I move to authorize the Town Manager to execute an Agreement between Emergicon, LLC, and the Town of Prosper, for specialized professional ambulance billing services.

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this _____ day of _____, 2020, by and between Emergicon, LLC, a Texas business corporation, and Town of Prosper, a Texas municipality, (“Client”).

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, without notice to Emergicon prior to the start date with the other person or entity. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, “Required Documentation” shall consist of prehospital patient care reports (PCRs) (also referred to as “trip sheets” or “run reports”), physician certification statements (PCSs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as “assignment of benefits forms” or “signature forms”), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement.

All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.

Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies. Client bears the exclusive responsibility for the submission of such form and any fees that may be associated with the submission of such forms. However, the responsibility for actual submission and all fees associated with the forms shall be borne exclusively by Client and paid prior to submission of these forms by Emergicon. In the event that Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(d).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements, and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be negligently incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS form on all trips where required by law and provide copies of all PCS forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to

represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMESIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

- i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.
- ii. Both parties agree that defense of an incurable breach or violation of the agreement by Client under this Section 4.q. does not constitute the Client’s incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon (“Client-Provided Records”). Emergicon does not act as Client’s records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon’s possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon shall forward such requests to Client for disposition.

c. During the term of this Agreement, Emergicon shall, upon Client’s written

request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond

the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its specialized professional services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. This Agreement may be terminated by Client immediately upon written notice to EmergiFire for any of the following reasons:

- i. If Emergicon makes an assignment that indicates Emergicon financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- ii. If Emergicon fails to perform any of its responsibilities as set forth in this Agreement, takes any actions which Client, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Client in any way that prevents, impedes, obstructs, or delays Client in the performance of the Client's Specialized Professional Services.

f. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by Emergicon on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all Emergicon invoices are due and payable by Client within thirty (30) days of same. In the event that Client does not remit payment on any such invoice within thirty (30) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contract,

Zone Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name of Client and forwarded monthly to Client or deposited into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to seven and half percent (7.50%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee. Please refer to Addendum A where applicable for additional information.

b. If Client instructs Emergicon to collect on an account(s) initially billed

by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

c. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

d. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

e. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty-five (35) days of the invoice date. Emergicon reserves the right to add simple interest at the annual rate provided by the Prompt Payment Act to any fee where Emergicon has not received payment within thirty-five (35) days of the date of its invoice.

f. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

g. Beginning on the first of October of each fiscal year, starting 2021, the then current fee shall be increased by the Employment Cost Index or, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Scientific and Technical Services published by the Bureau of Labor Statistics of the US Department of Labor for the twelve months ending the preceding year.

h. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

i. Client agree to reimburse \$35 for any checks returned for insufficient funds as a result of this Agreement.

j. Emergicon agrees to notify client sixty (60) days in advance of any automatic price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees. This

provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$1,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. HIPAA Business Associate Assurances. Emergicon agrees to appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Client in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

a. General Provisions

- i. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
 - ii. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
 - iii. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- b. Obligations of Emergicon

Emergicon agrees that it will:

- i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
- ii. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- iii. Report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Client without unreasonable delay but in no case later than 60 days after discovery of the breach;
- iv. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon agree to the same restrictions, conditions, and requirements that apply to Emergicon with respect to such information;
- v. Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client’s obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
- vi. Make any amendment(s) to PHI in a designated record set as directed by Client, or take other measures necessary to satisfy Client’s obligations under 45 CFR §164.526;
- vii. Maintain and make available information required to provide an accounting of disclosures to Client or an individual who has a right to an accounting within 60 days and as necessary to satisfy Client’s obligations under 45 CFR §164.528;

- viii. To the extent that Emergicon is to carry out any of Client's obligations under the HIPAA Privacy Rule, Emergicon shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;
- ix. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon and Client's compliance with HIPAA and the HITECH Act;
- x. Restrict the use or disclosure of PHI if Client notifies Emergicon of any restriction on the use or disclosure of PHI that Client has agreed to or is required to abide by under 45 CFR §164.522; and
- xi. If Client is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon agrees to assist Client in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Client's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Client agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Client of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Client of any threat of identity theft as a result of the incident.

c. Permitted Uses and Disclosures by Emergicon

The specific uses and disclosures of PHI that Emergicon may make on behalf of Client include:

- i. The preparation of invoices to patients, carriers, insurers, and others responsible for payment or reimbursement of the Services provided by Client to its patients, as set forth in this Agreement;
- ii. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
- iii. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Client to its patients or to appeal denials of payment for the same; and

- iv. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that Emergicon has been agreed to perform on behalf of Client, as set forth in this Agreement.

d. Termination

- i. Notwithstanding the termination provisions set forth in Paragraph 7 of this Agreement, Client may terminate this Agreement if Client determines that Emergicon has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 13.
- ii. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate this Agreement, according to the provisions set forth in Paragraph 7 of this Agreement, if feasible.
- iii. Upon termination of this Agreement for any reason and upon the written request of Client and pursuant to the other terms and conditions set forth in this Agreement, Emergicon shall return to Client or destroy all PHI received from Client, or created, maintained, or received by Emergicon on behalf of Client that Emergicon still maintains in any form. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

14. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that

no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:

Emergicon, LLC.
PO Box 180446
Dallas, TX 75218
Phone: (972-602-2060)
Fax:(469) 602-5542

Client:

The Town of Prosper, Texas
121 W. Broadway
Prosper, TX 75078

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Tarrant County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.



**86 Town of Prosper
Executive Summary - 10/01/18 to 09/30/19**

Item 9.

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Totals
Gross Charges	67,858.00	59,159.00	65,324.00	50,870.00	51,919.00	60,467.00	57,840.00	69,551.00	61,329.00	62,124.00	64,193.00	78,807.00	749,441.00
Cash Collections	(34,976.38)	(37,815.45)	(33,094.72)	(39,573.01)	(23,648.21)	(28,865.26)	(37,605.51)	(32,655.63)	(38,822.07)	(43,303.91)	(33,240.27)	(33,385.58)	(416,986.00)
Gross Charge/Txp	1,012.81	1,002.69	1,004.98	978.27	1,038.38	959.79	1,014.74	993.59	989.18	1,002.00	987.58	997.56	997.92
Cash/Txp (CPT)	522.04	640.94	509.15	761.02	472.96	458.18	659.75	466.51	626.16	698.45	511.39	422.60	555.24
Collection Rate	51.54	63.92	50.66	77.79	45.55	47.74	65.02	46.95	63.30	69.71	51.78	42.36	55.64
Payer Mix													
Medicare	29.9	28.8	32.3	34.6	32.0	49.2	35.1	24.3	37.1	30.6	32.3	35.4	33.4
Medicaid	4.5	8.5	3.1	1.9	10.0	3.2	3.5	1.4	0.0	1.6	6.2	3.8	3.9
Insurance	49.3	47.5	52.3	44.2	44.0	33.3	54.4	54.3	38.7	41.9	40.0	38.0	44.7
Private Pay	16.4	13.6	10.8	17.3	14.0	11.1	8.8	18.6	22.6	25.8	20.0	8.9	15.6
Level of Service													
ALS - Advanced Life Support A0427	82.09	83.05	75.38	76.92	64.00	87.30	75.44	71.43	80.65	79.03	81.54	86.08	78.96
ALS-2 Emergency A0433	5.97	0.00	3.08	3.85	10.00	0.00	3.51	5.71	8.06	3.23	4.62	1.27	3.99
BLS - Basic Life Support A0429	11.94	16.95	21.54	19.23	26.00	12.70	21.05	22.86	11.29	17.74	13.85	12.66	17.04
Level of Service Volume													
Total	67	59	65	52	50	63	57	70	62	62	65	79	751
ALS - Advanced Life Support A0427	55	49	49	40	32	55	43	50	50	49	53	68	593
ALS-2 Emergency A0433	4	0	2	2	5	0	2	4	5	2	3	1	30
BLS - Basic Life Support A0429	8	10	14	10	13	8	12	16	7	11	9	10	128
Ground Mileage A0425	701	603	706	527	632	545	630	677	677	712	671	863	7,943

BUILDING INSPECTIONS

To: Mayor and Town Council

From: Todd White, CBO, Building Official

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Amendment No. 2 to the Software Maintenance and Hosting Agreement between CentralSquare Technologies, LLC, and the Town of Prosper, Texas, related to continued hosting, maintenance, and support services for TRAKiT Land Management software.

Description of Agenda Item:

At the January 13, 2015, Council meeting, the Town Council approved a five-year Software Maintenance and Hosting Agreement with CRW Systems, Inc., to support the TRAKiT Land Management software which tracks all development and zoning plan applications, plan reviews, issuance of building permits, code compliance cases, and right-of-way permitting.

CentralSquare Technologies, LLC, acquired CRW Systems, Inc. and will provide these services to the Town going forward. Amendment No. 2 will extend the original term of the Agreement for an additional one (1) year term, with a one (1) year renewal option.

This purchase falls within the definition of a procurement that is available from only one (1) source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Central Square LLC, through purchase, currently owns 100% of the assets of CRW Systems, Inc., including all rights in the TRAKiT software who was the developer, sole implementer of the software, and the sole provider of technical support and updates for the products.

Budget Impact:

The maintenance fee for the first year under the amended agreement is \$52,900.58. The FY 2019-2020 budget includes \$54,000 in the Building Inspections Division budget account 100-5418-40-01 for this service.

Legal Obligations and Review:

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

Attached Documents:

1. Amendment No. 2 to the Software Maintenance and Hosting Agreement
2. Original Software Maintenance and Hosting Agreement

Town Staff Recommendation:

Town staff recommends authorizing the Town Manager to execute Amendment No. 2 to the Software Maintenance and Hosting Agreement between CentralSquare Technologies, LLC, and the Town of Prosper, Texas, related to continued hosting, maintenance, and support services for TRAKiT Land Management software.

Proposed Motion

I move to authorize the Town Manager to execute Amendment No. 2 to the Software Maintenance and Hosting Agreement between CentralSquare Technologies, LLC, and the Town of Prosper, Texas, related to continued hosting, maintenance, and support services for TRAKiT Land Management software.

**AMENDMENT #___ TO THE AGREEMENT FOR
SOFTWARE MAINTENANCE AND HOSTING AGREEMENT**

Item 10.

TOWN OF PROSPER, TX
("Customer")

and

CENTRAL SQUARE TECHNOLOGIES, LLC
("CentralSquare")

This Amendment (the "Amendment") amends the Agreement for Software Maintenance and Hosting Agreement by and between the Town of Prosper, TX and CRW Systems, Inc. with an Effective Date of January 13th, 2015, including any amendments, and/or Quote(s) thereto (the "Agreement") expressly as provided for in this Amendment.

The Effective Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and CentralSquare, intending to be legally bound, agree as follows:

- 1) Amendment to and Modification of the Agreement. The Agreement is amended and modified as follows:
 - a) Extension of Original Term. The parties hereto agree to extend the Term of the Agreement for an additional one (1) year term, with a one (1) year renewal option. Pricing for the next year shall be as follows:

Code	Customer	Contract #	Application	Qty	1/1/2020-12/31/2020
4467	Prosper, TX	PROSPER-1	TRAKIT Community Development Core	1	\$ -
4467	Prosper, TX	PROSPER-1	CodeTRAK	1	\$ -
4467	Prosper, TX	PROSPER-1	iTRAKIT Suite	1	\$ -
4467	Prosper, TX	PROSPER-1	LandTRAK	1	\$ -
4467	Prosper, TX	PROSPER-1	PermitTRAK	1	\$ -
4467	Prosper, TX	PROSPER-1	ProjectTRAK	1	\$ -
4467	Prosper, TX	PROSPER-1	TRAKIT End User License	1	\$ 46,175.33
4467	Prosper, TX	23185	TRAKIT End User License	10	\$ 4,410.00
4467	Prosper, TX	PROSPER-1	TRAKIT Credit Card Reader Interface	1	\$ 1,389.15
4467	Prosper, TX	PROSPER-1	eTRAKIT Citizen Portal	1	\$ 926.10
Total					\$ 52,900.58

Customer shall notify CentralSquare, in writing, no less than sixty (60) days prior to the expiration of this Amendment of its desire to renew for the additional year. Pricing for the optional one-year renewal term shall be determined after receiving notice of Customer's intent to exercise the one-year renewal option.

- b) Consent to Assignment. CentralSquare, through purchase, currently owns 100% of the assets of CRW Systems, Inc., including all rights in the TRAKIT Software system. CentralSquare hereby represents that it intends to perform all obligations and be bound by all terms and conditions in the Agreement previously entered into between Customer and CRW Systems, Inc. Customer hereby consents to CentralSquare's substitution as obligated party under the Agreement
- 2) Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

3) Term. The term of this Amendment shall run concurrently with the Term of the original Agreement. Any termination of the original Agreement shall be considered a termination of this Amendment

Item 10.

CentralSquare Technologies, LLC

Customer

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

SOFTWARE MAINTENANCE & HOSTING AGREEMENT

This Agreement is entered into this 13th day of January 2015 by and between the TOWN OF PROSPER, TEXAS (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the hosting, maintenance, and support services as specifically provided herein (hereafter referred to as "the SOFTWARE") provided to CLIENT by CRW pursuant to a separate Installation & License Agreement.

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES

A.1. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

- Exhibit A. Covered Sites, Software Modules, & Configuration
- Exhibit B. Services & Fees

A.2. SERVICES OFFERING:

CRW shall provide maintenance service, technical support, and software updates for the SOFTWARE as further detailed in Exhibit A and herein referred to as "Covered Software". Covered software does not include hardware, hardware vendor operating systems and other system software, CLIENT-developed software, or third-party software.

B. DESCRIPTION OF SERVICES

B.1. SUPPORT SERVICES:

During the term of this Agreement, CRW shall provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with its intended use.

B.2. HOSTING & SUPPORT SERVICES:

CRW shall provide the following hosting services:

- B.2.1.** TRAKIT software modifications to correct bugs or errors that are reported to CRW by CLIENT.
- B.2.2.** TRAKIT software updates that are posted from time to time.
- B.2.3.** Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).
- B.2.4.** Technical support via web form on CRW web site (www.crw.com).
- B.2.5.** TRAKIT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.
- B.2.6.** CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.3. SERVICE LEVEL AGREEMENT:

The purpose of this Service Level Agreement (SLA) is to ensure that the proper commitments are in place to provide consistent IT service support and delivery to CLIENT by CRW. This SLA is valid from the effective date of this contract and is valid until further notice.

B.3.1. Service Availability

Coverage parameters specific to the services outlined herein are as follows:

- B.3.1.1.** Telephone and Email support is available during normal operating hours between 5:00 AM to 5:00 PM (PST) Monday through Friday. Calls received out of office hours will be received by CRW's automated messaging system and best efforts will be made to take action to any after-hours requests.

B.3.1.2. Emails received outside of normal operating hours will be collected, however, action can be guaranteed until the next working day.

B.3.2. Remedial Support

Upon notification by CLIENT of an error, defect, malfunction or nonconformity in the Covered Software, CRW shall evaluate and classify the notification by the CLIENT and respond as follows:

B.3.2.1. SEVERITY 1: Produces an emergency situation in which the Covered Software is inoperable.

RESPONSE: CRW shall provide a response by a qualified member of its staff to begin to diagnose and to correct Severity 1 problem as soon as reasonably possible, but in any event, a response via telephone will be provided within two (2) hours. CRW will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to CLIENT as a work-around or as an emergency software fix. If CRW delivers a work-around, the severity classification will drop to Severity 2.

B.3.2.2. SEVERITY 2: Produces a detrimental situation in which performance of the Covered Software degrades substantially such that work cannot be accomplished, severely impacting use; the Covered Software is usable, but materially incomplete; or one or more mainline functions or commands is inoperable.

RESPONSE: CRW will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within six (6) hours. CRW will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution shall be delivered to CLIENT in the same format as Severity 1 problems. If CRW delivers a work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

B.3.2.3. SEVERITY 3: Produces a situation in which the Covered Software is usable, but has a minor defect; the user suffers little or no significant impact.

RESPONSE: CRW will make a best effort to provide a fix for Severity 3 problems within the next two scheduled maintenance releases.

B.3.2.4. SEVERITY 4: Produces a situation in which use of the Covered Software is superficially affected (e.g. appearance or understanding) and which is correctable by a documentation change or by a future, regular release from CRW.

RESPONSE: CRW will make a best effort to provide a fix for Severity 4 problems within the next four scheduled maintenance releases.

B.3.2.5. For the purpose of the response listed above, an "hour" is defined as one (1) business hour during CRW office hours, and a "day" is defined as one (1) business day during CRW office hours.

B.3.3. Hosting Environment

CRW provides hosting services through the RackSpace Cloud Server solution. At any time, CRW may change hosting providers. Advanced notice will be provided to CLIENT prior to switching hosting provider.

- (1) RackSpace offers a 99.9% uptime guarantee for all Cloud Server environments. The environment provided to CLIENT may be shared by other agencies.
- (2) CRW compiles daily database, image, document, and custom report backups of CLIENT environment. Daily backups are stored for seven (7) calendar days on a separate server maintained by CRW.
- (3) In the event of data corruption or system failure, CLIENT must notify CRW of the event. CRW can utilize one of the daily backups for recovering any data lost up until the point of the last daily backup.
- (4) Archived backups will be maintained monthly for 3 months providing 3 archived backups.

- (5) CRW will provide two (2) separate environments to CLIENT. All updates and releases will be deployed to the CLIENT's TEST environment with notification sent to the CLIENT's representative. Once an update is reviewed by CLIENT, formal notification must be sent to CRW to deploy the update or release to the LIVE system. Testing is the responsibility of CLIENT prior to roll-out among all users.

B.3.4. Security

CRW outsources security to RackSpace for maintaining data and access to the Cloud Server environment.

- (1) RackSpace Cloud Servers are maintained in an undisclosed data center location.
- (2) CLIENT must obtain an SSL certificate should a higher level of encryption be required by CLIENT.

B.3.5. Batch Import Routine/Interfaces

Should CLIENT require updates to the CRW database maintained in the hosted environment, the following parameters are used for deploying or updating data on a regular schedule.

- (1) CLIENT is responsible for maintaining GIS data in an ESRI supported environment. CRW does not maintain any GIS layers within TRAKiT. CRW will use CLIENT's GIS parameters to display information within CRW's TRAKiT application.
- (2) Batch file exchanges with CLIENT's financial application will occur once daily. End of day batch files can be automated from TRAKiT to an FTP site for download and use within CLIENT's financial application.
- (3) Updating data stored within TRAKiT from a central land record system can be automated into GeoTRAK. CLIENT must upload a copy to CRW's FTP site and notify CRW of the file. CRW will incorporate this land data into TRAKiT one (1) time annually as part of this agreement.

B.4. SERVICE NOT INCLUDED:

Maintenance services do not include any of the following:

- (1) Custom programming services;
- (2) On-site support, including installation of hardware or software;
- (3) Support of any software not designated as Covered Software.
- (4) Custom reports/forms or a modification to an existing reports/forms.
- (5) Training, except as specified in Exhibit B.

B.5. ADDITIONAL SERVICES:

CLIENT may request CRW perform additional services which are not covered under the Scope of Services or Description of Services as provided in this Agreement. Should CRW agree to perform said additional services, CRW & CLIENT shall enter into a separate written agreement setting forth the scope of said additional services and the compensation to CRW for those additional services. Said separate written agreement may be made an amendment to this Agreement at CRW's discretion.

B.6. LIMITS OF LIABILITY

CRW assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if CLIENT has made changes to the system hardware/software configuration or modifications to any supplied source code of the Covered Software.

C. DUTIES & RESPONSIBILITIES OF CLIENT

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

- C.1.1.** The CLIENT will provide CRW with access to CLIENT servers and workstations as needed for technical support or assistance.
 - C.1.1.1** CLIENT will provide, for the purpose of CRW providing technical support or assistance, access to CLIENT workstations and servers upon CRW's request.
- C.1.2.** The CLIENT will ensure and provide that staff who the use of CRW software will have sufficient basic knowledge of CLIENT business processes and basic MS-Windows functions.
- C.1.3.** CLIENT workstations and servers must be compatible with software configurations requested by CRW.

D. COMPENSATION**D.1. HOSTING & SERVICE FEES:**

Fees for Maintenance, Support & Service provided under this Agreement shall be contained in Exhibit B. Should a user and/or software package be added to Exhibit A, CRW reserves the right to adjust and/or amend Exhibit A and Exhibit B accordingly and shall provide CLIENT with notification of such adjustment.

D.2. TAXES:

CLIENT shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state or otherwise, however designated which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, CLIENT shall promptly pay to CRW an amount equal to any such items actually paid, or required to be collected by CRW.

E. EXCLUSIONS OF LIABILITY**E.1 WARRANTY:**

CRW MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH CRW IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CRW OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, CRW SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL CRW BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO CRW UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

E.2. INDEMNITY:

- E.2.1.** To the extent permitted by law, CRW agrees to indemnify and hold harmless CLIENT, its officers, officials, employees, and agents from and against liability, damages, costs, losses, claims and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors or omissions of CRW and its employees, subcontractors, sub consultants, and agents in the performance of this Agreement.
- E.2.2.** To the extent permitted by law, CLIENT agrees to indemnify and hold harmless CRW, its employees, sub consultants, and agents from and against liability, damages, costs, losses, claims, and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors, or omissions of the CLIENT, its officers or employees, including, but not limited to, incorrect data or information provided by CLIENT.

F. INSURANCES & LICENSES**F.1. INSURANCE:**

CRW shall procure and maintain in force, for the entire duration of this Agreement, insurance providing coverage for bodily injury and property damage which may arise out of the operations of CRW or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

CRW shall furnish an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage's required by this contract prior to the commencement of a new term.

F.1.1. Commercial General Liability Insurance (CGL)

- F.1.1.1.** Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims-made coverage and Modified occurrence forms are unacceptable.

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$3,000,000
Products/Completed Operations Limit:	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000

- F.1.1.2.** CRW shall endorse the CGL to include CLIENT as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.
- F.1.1.3.** CRW’s insurance shall be primary and not excess to, or contributory with any insurance coverage. CRW’s insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.
- F.1.1.4.** CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

F.1.2. Worker’s Compensation/Employers Liability Insurance

F.1.2.1. CRW and its subcontractors are required to purchase and maintain in force worker’s compensation coverage and employer’s liability coverage at the following limits:

Worker’s Compensation Coverage	Statutory Limits
Federal Acts Coverage (if applicable)	Statutory Limits
Employers Liability Insurance	
Each Occurrence Limit	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- F.1.2.2.** If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of CRW or its subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, CRW shall ensure that proper coverage is purchased and maintained.
- F.1.2.3.** CRW and all Subcontractors shall endorse the Worker’s Compensation coverage to provide a “waiver of subrogation” in favor of the CLIENT.

F.1.3. Commercial Automobile Liability Coverage

Commercial Automobile Liability Coverage shall be provided as Combined Single Limit \$2,000,000. Automobile Liability coverage shall include coverage for owned, non-owned and hired automobiles and be endorsed naming the CLIENT as an additional insured.

F.1.4. Professional Liability Coverage

Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000.

F.2. LICENSES:

CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State, County, and/or City in which CLIENT is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement and any extension thereof.

G. TERM & TERMINATION

G.1. TERM:

The term of this Agreement shall be for five (5) years. Covered Software maintenance service and support shall commence upon the receipt of a fully executed original of this Agreement. This Agreement shall remain in effect for the original five (5) year term.

G.2. TERMINATION:

This Agreement may be terminated by CLIENT at any time, with or without cause upon thirty (30) days written notice to CRW. The Date of Termination (hereinafter "Date of Termination" or "Termination Date") shall be defined as the date which is thirty (30) days from the date on which the written notice of termination is postmarked or if sent by email, the date which is thirty (30) days from the date on which CRW is in receipt of said email. In the event of termination by CLIENT, CLIENT shall pay CRW for all services rendered up to and including the Date of Termination. Upon termination CLIENT will be deactivated from access to the Software. All data will be provided to the CLIENT on a separate CD-disk.

H. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES

H.1. DESIGNATED CONTRACT REPRESENTATIVES:

H.1.1. All communication relating to fees, termination, or the general provisions of this Agreement shall be exchanged between the designated representatives of CLIENT and CRW Systems as follows:

CLIENT	CRW
January Cook, CPPO, CPPB Purchasing Agent P.O. Box 307 Prosper, TX 75078 Phone: (972) 569-1018 Fax: (972) 569-1005 Email: january_cook@prospertx.gov	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 2036 Corte Del Nogal Suite 200 San Diego, CA 92011 Phone: (858) 451-3030 Fax: (760) 438-2060 Email: chris@crw.com

H.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

H.2 CLIENT REFERENCES:

CRW will not use CLIENT's name, logo or any other trademarks (including in any press releases, CLIENT "case studies," and the like) without CLIENT's prior written approval, email acceptable

I. ADDITIONAL PROVISIONS

I.1. INDEPENDENT CONTRACTOR:

CLIENT and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CLIENT and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership. CRW shall retain sole and absolute discretion and judgment in methods, techniques and procedures used in performing the services set forth herein. The fact that CLIENT or CRW may carry worker compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of employment.

I.2. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

I.3. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Texas. Venue for the enforcement of this agreement shall lie exclusively in Denton County, Texas.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Denton County, Texas, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

I.4. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I.5. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I.6. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

I.7. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

I.8. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before January 20, 2015.

TOWN OF PROSPER, TX

Dated: 1/13/2015
By: [Signature]
Harlan Jefferson, Town Manager

CRW SYSTEMS, INC.

Dated: 12/3/14
By: [Signature]
Nathan Hershkowitz, Executive Vice President

COVERED SITES, SOFTWARE MODULES, & CONFIGURATION**A. COVERED SITES**

This Agreement covers the following CLIENT sites:

1. Town of Prosper, TX offices

B. COVERED SOFTWARE MODULES

This Agreement covers the following TRAKIT software components at each site listed in Exhibit A, Section A:

1. TRAKIT Software Modules including:
 - a. LandTRAK
 - b. PermitTRAK
 - c. ProjectTRAK
 - d. CodeTRAK
 - e. LicenseTRAK
 - f. CRM TRAK
 - g. AEC TRAK
 - h. Reporting
2. eTRAKIT
3. MobilePDA
4. iTRAKIT
5. VoiceTRAKIT IVR
6. Enhancements including:
 - a. eTRAKIT payment processor integration – US Bank
 - b. TRAKIT+ credit card reader license – US Bank

C. COVERED CONFIGURATION

This Agreement covers the following configuration:

15 Simultaneous User and 0 Observer licenses of Covered Software (except eMarkup) purchased by CLIENT and installed on Unlimited workstations. (Platform support Windows 7 Operating System).

SERVICES & FEES

Maintenance Services, Hosting, and Support for the applications and configuration listed in Exhibit A will be provided for a fee and payable per the Fee Schedule below. The fee may be adjusted at the end of the five (5) year term of this Agreement to the then current pricing. Should additions to the number of licensed users or the Covered Software occur during the term of this Agreement or any extension thereof, CRW shall adjust the fee to reflect the applicable changes and provide CLIENT with written notice of the fee change.

FEE SCHEDULE – TRAKiT (15 Users) *

YEAR	FEES	DUE DATE	Covered Period
YEAR 1	\$48,900.00	January 2015	January 2015 – December 2015
YEAR 2	\$50,122.50	January 2016	January 2016 – December 2016
YEAR 3	\$51,375.50	January 2017	January 2017 – December 2017
YEAR 4	\$52,660.00	January 2018	January 2018 – December 2018
YEAR 5	\$53,976.50	January 2019	January 2019 – December 2019

* Annual Maintenance fees include the annual hosting for VoiceTRAKiT. VoiceTRAKiT allows 2,000 minutes/month of activity. Additional minutes can be purchased in increments of 1,000/month for \$100/month

**ENGINEERING
SERVICES**

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of the Coit Road and US 380 SB Right Turn Lane Project.

Description of Agenda Item:

The construction of the Coit Road and US 380 SB Right Turn Lane is in anticipation of the opening of the Prosper Independent School District's new high school south of this intersection. The project will construct a dedicated right turn lane at the intersection to allow traffic movements to westbound US 380. The current shared thru-right turn lane will be restriped as a thru lane which provides two dedicated southbound lanes to manage increased traffic heading to the high school. This is an alternative procurement method by which a governmental entity may request proposals and pricing information based on the scope of work provided, and then award the project to the contractor that offers the best value proposal based on a set of criteria. The Town intends to use the following evaluation criteria:

- Qualifications and Experience (30%)
 - Outline contractor and subcontractor experience with similar projects.
 - Outline qualifications of key personnel assigned to this project.
 - Provide references.
- Project Timeline (20%)
- Cost Proposal (50%)

Staff anticipates receiving proposals on this project on March 26, 2020 with presentation to Town Council on April 14, 2020 for awarding of a construction contract.

Town Staff Recommendation:

Town staff recommends the Town Council approve the Competitive Sealed Proposal (CSP) procurement method for construction of the Coit Road and US 380 SB Right Turn Lane Project.

Proposed Motion:

I move to approve the Competitive Sealed Proposal (CSP) procurement method for construction of the Coit Road and US 380 SB Right Turn Lane Project.

DEVELOPMENT SERVICES



To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a License and Maintenance Agreement for three (3) Neighborhood Identification/Wayfinding signs in Windsong Ranch.

Description of Agenda Item:

During the development of the Windsong Ranch master-planned community, the developer received approval to erect Neighborhood Identification/Wayfinding signs in multiple locations. Over time, as roads were improved and right-of-way dedicated, three (3) of the signs area now located in the right-of-way (ROW) of Gee Road and Fishtrap Road. Two (2) of the signs are located in the future median of Gee Road at Bluestem Drive and at Acacia Parkway as depicted in Inset pictures 1 and 2. The third sign is located in the future westbound lanes of Fishtrap Road at Rockrose Drive as pictured in Inset picture 3. The location of the signs is also depicted in Exhibit A of the agreement.



Inset Picture No. 1



Inset Picture No. 2



Inset Picture No. 3

Recommended Solution:

In consultation with the Town Attorney, it was determined that the Town and the developer, Windsong Operations, LLC, should enter into a license and maintenance agreement for the temporary allowance of the signs in the right-of-way. A license agreement is the common tool for allowing certain private improvements on public property.

The initial term of the agreement is ten (10) years, but the agreement also permits the Town to require the removal of the signs at any time with 90 days written notice. The location of the signs do not create any sight visibility issues.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., prepared the agreement

Attached Documents:

- 1. License and Maintenance Agreement (Signage)

Town Staff Recommendation:

Town staff recommends the Town Council authorize the Town Manager to execute a License and Maintenance Agreement for three (3) Neighborhood Identification/Wayfinding signs in Windsong Ranch.

Proposed Motion:

I move to authorize the Town Manager to execute a License and Maintenance Agreement for three (3) Neighborhood Identification/Wayfinding signs in Windsong Ranch.

**LICENSE AND MAINTENANCE AGREEMENT
(SIGNAGE)**

THIS **LICENSE AND MAINTENANCE AGREEMENT** (the "**Agreement**"), is made on this the 2nd day of January, 2020 (the "**Effective Date**"), by and between the **TOWN OF PROSPER, TEXAS** (the "**Town**") and **VP WINDSONG OPERATIONS LLC**, a Delaware limited liability company ("**VP**"), hereinafter collectively referred to as the "**Parties**," for the purposes and consideration described herein.

WHEREAS, the Town owns certain public right-of-way identified as Fishtrap Road and Gee Road in the Town (the "**Property**"), and on that Property, VP has constructed wayfinding signage, together with such utilities, equipment and other improvements as may be necessary for the construction and operation of such signage (collectively with any such improvements that may also be constructed following the Effective Date, the "**Signage**") in the general locations approximately depicted on **Exhibit A** attached hereto; and

WHEREAS, it is the desire of VP to have the continuing right to install, maintain, repair, remove, replace and modify, at VP's sole expense, the Signage to benefit certain real property and improvements owned by VP that is located adjacent to the Property; and

WHEREAS, the Town is agreeable to VP installing, maintaining, removing, repairing, replacing and modifying the Signage on the Property, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Grant.** Subject to the conditions in this Agreement, and to the extent of the right, title and interest of the Town in and to the Property and without any express or implied warranties, the Town grants to VP the permission to use the Property for the installation, maintenance, removal, replacement and modification of the Signage. Moreover, the Town hereby approves any Signage located on the Property as of the Effective Date.

2. **Installation Obligations.** VP shall have the right to install, maintain, repair, remove, replace and modify the Signage on the Property at VP's sole cost and expense and in accordance with this Agreement.

3. **Consideration.** The Town and VP each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement.

4. **Terms and Conditions.**

(a) **Compliance with Regulations.** VP agrees that the installation, maintenance, removal, repair, replacement and/or modification of the Signage shall be done in compliance with all applicable Town, State and/or Federal ordinances, statutes and/or laws, including all Town building, construction, and health and safety ordinances and regulations.

(b) **Maintenance.** VP shall maintain and operate the Signage at no cost

VP's Signature and Acknowledgment Page

License and Maintenance Agreement (Signage)
Town of Prosper, Texas
VP Windsong Operations LLC

to the Town, and further, VP shall maintain said Signage in a reasonable operating condition.

- (c) No Lease or Conveyance of Property Interest. This Agreement shall not be construed as a lease or as a conveyance of any right, title or interest in the Property, but instead, this Agreement constitutes a grant of the privilege, permit and license for VP.
- (d) Performance of Obligations. All rights granted to VP under this Agreement are expressly conditioned upon VP's performance of the obligations contained in this Agreement.
- (e) Term. The term of this Agreement shall begin on the Effective Date and, unless sooner cancelled or terminated under the provisions of this Agreement, shall terminate ten (10) years thereafter. This Agreement thereafter shall automatically renew for additional ten-year terms; however, either Party may notify the other in writing of its decision to terminate this Agreement not less than sixty (60) days prior to the expiration of any then-current term.
- (f) Utilities. VP shall pay all ongoing utility costs for the operation of the Signage (although none are anticipated), including any electricity and/or gas utilized by the Signage. Further, VP, at its own expense, shall maintain such meters or utility connections in good order and repair during the term of this Agreement.
- (g) Removal of Equipment and Utility Connections. Upon termination of this Agreement, VP shall have thirty (30) days to remove the Signage and associated utility connections from the Property. If VP does not timely do so, the Town shall have the right to remove and/or dispose of the Signage and any associated utility connections, and all expenses incurred by the Town related thereto shall be paid by VP.
- (h) Notwithstanding any agreement to the contrary stated herein, the Town reserves the right to determine when the Signage shall be removed from Town Property. The Town agrees to give VP written notice the date by which the Signage shall be removed and in no event shall VP be given fewer than ninety (90) days to effect such removal. Upon receipt of such notification, VP shall be responsible, at VP's sole cost and expense, to remove the Signage from the Property. The Town shall not have any responsibility for damage to or removal of any Signage, or any portion thereof, which remains on the Property after ninety (90) days following such notification to remove. The Town and VP shall endeavor to relocate such Signage, if feasible.

5. **Indemnification.**

- (a) **Indemnification Requirement.** VP, including any subcontractors or others engaged by VP, shall defend, indemnify, and hold harmless the Town and its officers, agents, employees, successors and assigns

VP's Signature and Acknowledgment Page

from any and all claims, losses, costs, damages, expenses and liabilities, including attorneys' fees, for or from loss of life or- damage or injury to any person or property of any person, including, without limitation, the agents, employees, invitees and licensees of any of the parties arising out of, connected with or incidental to, either directly or indirectly, the use, occupancy or condition of the Signage on the Property, or the exercise of VP's rights or obligations under this Agreement.

- (b) **Survival of Requirement.** The provisions of this Paragraph 5 shall survive the expiration or earlier termination of this Agreement.

6. **Insurance.**

- (a) **Types and Amounts of Insurance.** VP shall, at his/her own expense, purchase, maintain or otherwise provide or have provided during the term of this Agreement, general liability insurance of not less than one million dollars (\$1,000,000.00). All coverage specified above shall be maintained for the term of this Agreement and shall name the Town as an additional insured.
- (b) **Proof of Insurance.** Upon execution of this Agreement, VP shall provide the Town with a certificate of insurance and the endorsement listing the Town as an additional insured.
- (c) **Notice of Cancellation of Insurance.** The policy or policies required under this Agreement shall provide that the insurer agrees to send written notice by mail to the Town prior to cancellation or reduction of, or any change in. the coverage specified by the policy, if such change reduces the coverage specified by the policy. In addition to the notification required of VP's insurance company, VP shall notify the Town, in writing, by certified mail, immediately upon learning of cancellation or reduction of the insurance afforded by the policy.

7. **Assignment, Transfers and Other Parties.**

- (a) **Assignment and Transfer.** VP shall not assign, transfer, convey, mortgage, or otherwise dispose of this Agreement, except by express written consent of the Town.
- (b) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any third-party beneficiaries under this Agreement.
- (c) **Termination upon Cancellation of Insurance.** The Town may terminate this Agreement if VP's general liability insurance is cancelled and if VP is unable to obtain replacement coverage without interruption or any lapse in coverage.

8. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail. return receipt requested, to the addresses set forth below

VP's Signature and Acknowledgment Page

License and Maintenance Agreement (Signage)
Town of Prosper, Texas
VP Windsong Operations LLC

or to such other single address as either party hereto shall notify the other:

If to the Town: Town of Prosper, Texas
250 W. First Street
Prosper, Texas 75078
Attn: Town Manager's Office

With a copy to: Town of Prosper, Texas
250 W. First Street
Prosper, Texas 75078
Attn: Town Attorney's Office

If to VP: VP Windsong Operations LLC
2242 Good Hope Road
Prosper Texas 75078
Attn: David R. Blom

With a copy to: Jackson Walker LLP
2323 Ross Ave., Suite 600
Dallas, Texas 75201
Attn: George C. Dunlap

9. **Construction of Agreement.**

- (a) Entire Agreement; Binding Effect of Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Further, this Agreement may not be amended without the consent of the parties hereto and is binding on any and all heirs, assigns and successors of VP and all others holding any interest now or in the future.
- (b) Invalidation. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- (c) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (d) Non-Binding 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.

VP's Signature and Acknowledgment Page

10. **Sovereign Immunity.** The Parties agree that Town has not waived its sovereign immunity by entering into and performing any obligations under this Agreement.

11. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who executing Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

IN WITNESS WHEREOF, this Agreement has been entered into by the Parties as of the Effective Date.

TOWN:

TOWN OF PROSPER, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of the Town of Prosper, Texas, on behalf of said Town.

Notary Public in and for the State of Texas

[Signatures and acknowledgements continue on the following page]

VP:

VP WINDSONG OPERATIONS LLC,
a Delaware limited liability company

By: *David R. Blom*
David R. Blom, Vice President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on January 02, 2020, by David R. Blom, the Vice President of VP Windsong Operations LLC, a Delaware limited liability company, on behalf of said limited liability company.

Melissa Bryson
Notary Public in and for the State of Texas

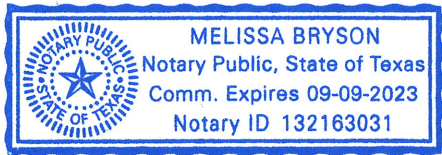
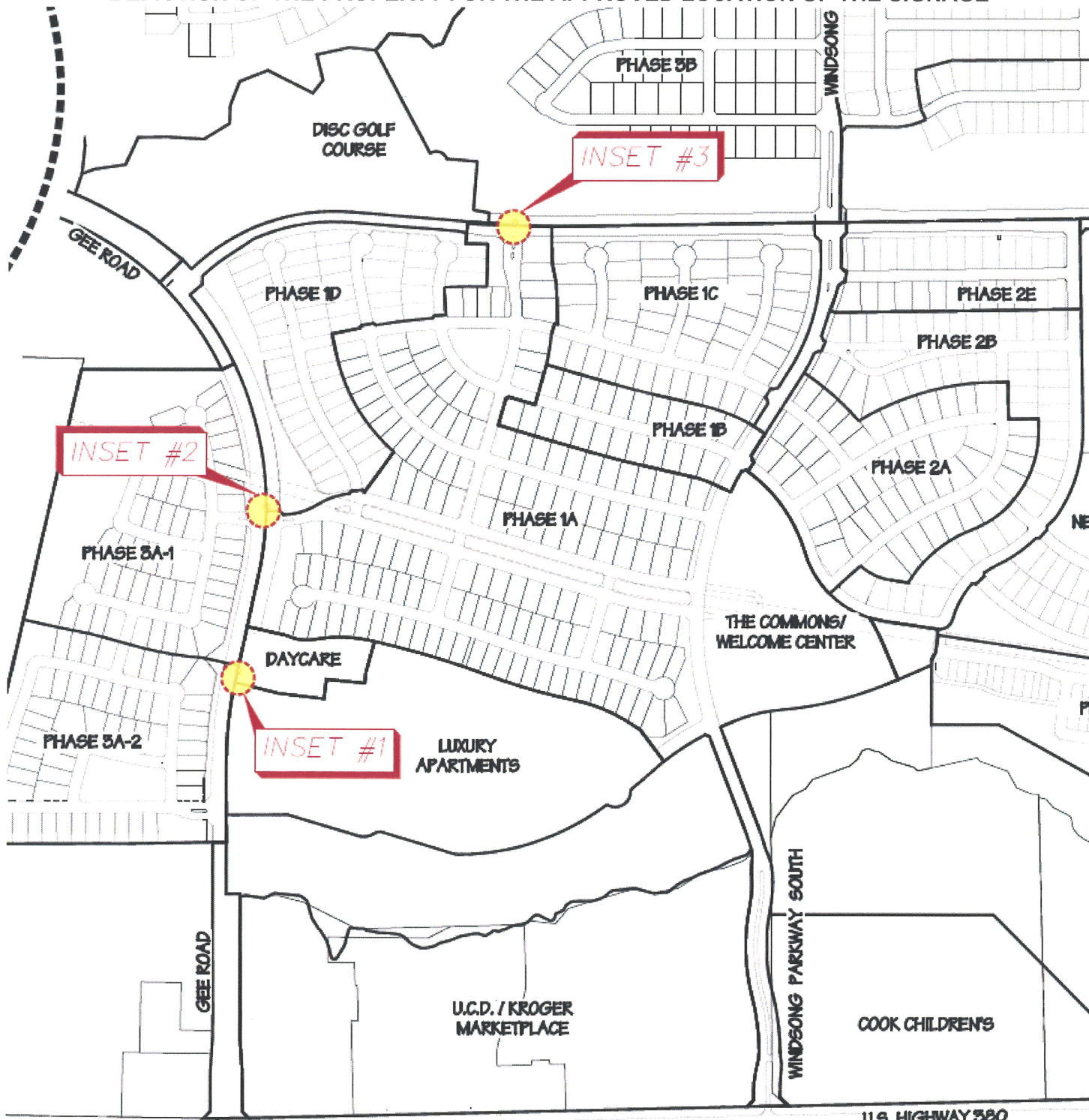


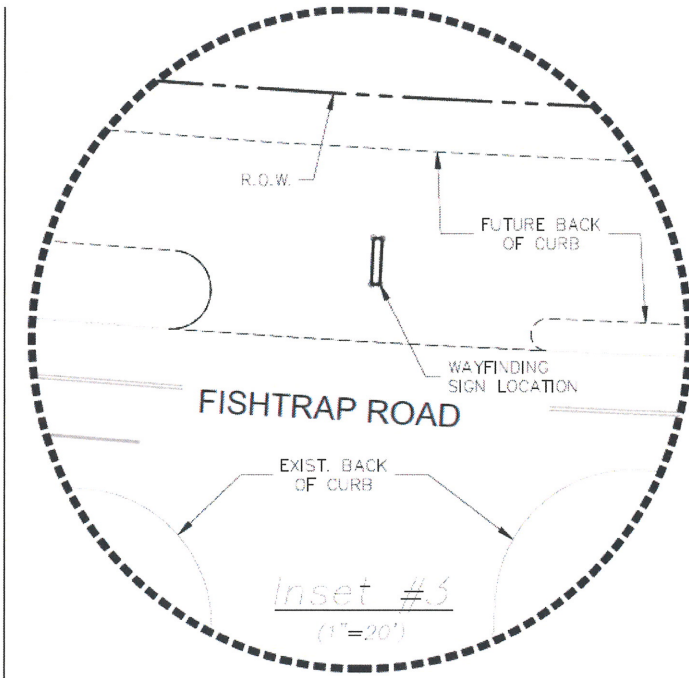
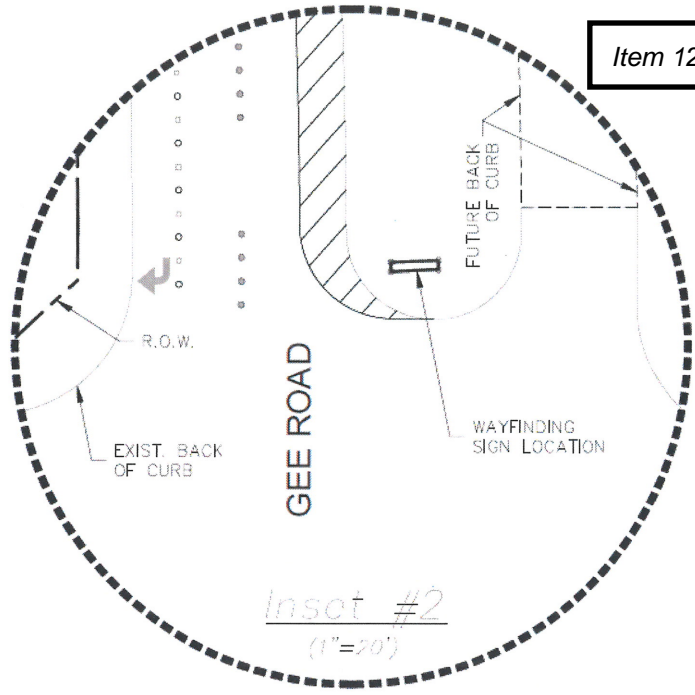
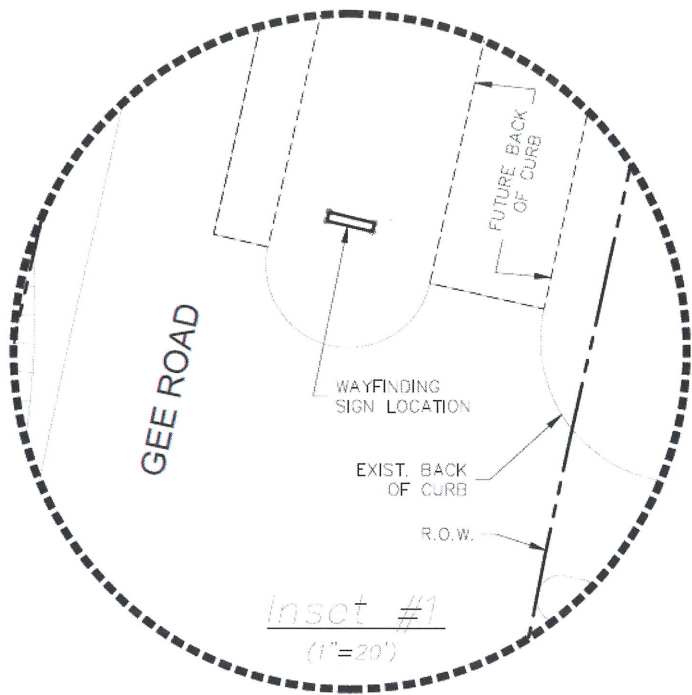
EXHIBIT A

Item 12.

DEPICTION OF THE PROPERTY FOR THE APPROVED LOCATION OF THE SIGNAGE



The approved approximate locations for the Signage is depicted above as Inset #1, Inset #2 and Inset #3, which are more-specifically depicted below.



PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Conduct a Public Hearing, and consider and act upon an ordinance rezoning 0.6± acres from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the south side of Third Street, east of Coleman Street. (Z19-0022).

Description of Agenda Item:

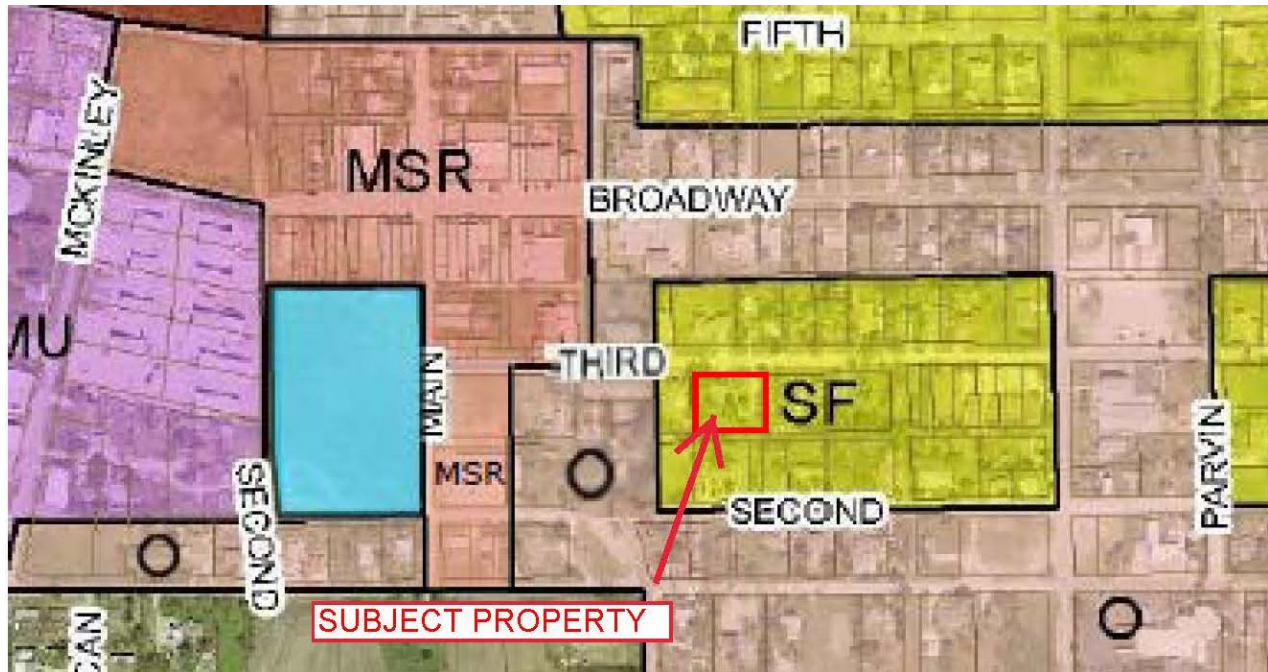
The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Single Family-15	Single Family Residential	Old Town Single Family
North	Downtown Single Family	Single Family Residential	Old Town Single Family
East	Single Family-15	Single Family Residential	Old Town Single Family
South	Single Family-15	Single Family Residential	Old Town Single Family
West	Single Family-15	Single Family Residential	Old Town Single Family

Requested Zoning – The purpose of this request is to rezone the property to the Downtown Single Family District to allow for development of three (3) residences in the future. The existing house will be removed. At the time of an application for “straight” zoning, the applicant is not required to submit an exhibit depicting how the property will be specifically developed or elevations of the proposed building. Prior to development, the developer will be required to submit a Replat for

review and approval by the Planning & Zoning Commission. The applicant has been advised of the standards necessary for development.

Future Land Use Plan – The Future Land Use Plan recommends Old Town Single Family. The proposed zoning request conforms to the Future Land Use Plan.



Thoroughfare Plan – The property does not have direct access to a major or minor thoroughfare.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by State Law. To date, Town staff has not received any Public Hearing Notice Reply Forms. Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attached Documents:

1. Aerial and Zoning Maps
2. Ordinance
3. Exhibit A

Staff Recommendation:

Staff recommends approval of the request to rezone 0.6± acres from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the south side of Third Street, east of Coleman Street.

Planning & Zoning Commission Recommendation:

At their January 7, 2020 meeting, the Planning and Zoning Commission recommended the Town Council approve the request, by a vote of 6-0.

Proposed Motion:

I move to approve an ordinance rezoning 0.6± acres from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the south side of Third Street, east of Coleman Street.

BROADWAY ST

COLEMAN ST

THIRD ST

CHURCH ST

SECOND ST

FIRST ST

MAIN ST

Z19-0022



BROADWAY ST

DTO

DTO

DTR

PD-78
DTR

COLEMAN ST

C

DTO

DTO

DTO

DTO

DTSF

DTSF

THIRD ST

DTO

PD-80

MAIN ST

DTR

DTO

DTO

Z19-0022

SF-15

CHURCH ST

DTO S-3

C

DTSF

SECOND ST



DTO

C

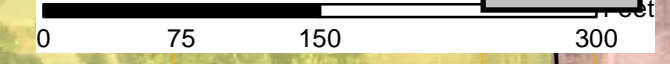
DTO

C

DTO

DTO

FIRST ST



TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-___

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.549 ACRES, SITUATED IN THE BRYANS 1ST ADDITION, COLLIN COUNTY SCHOOL LAND, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS FROM SINGLE FAMILY-15 (SF-15) TO DOWNTOWN SINGLE FAMILY (DTSF); 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 (Z19-0022) from MLD Homes ("Applicant"), to rezone 0.549 acres of land, more or less, in the Bryans 1st Addition, Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, from Single Family-15 (SF-15) to Downtown Single Family (DTSF) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required for rezoning 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:

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

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20 is amended as follows: The zoning designation of the below described property containing 0.549 acres of land, more or less, in the Bryans 1st Addition, Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads, and alleyways contiguous and/or adjacent thereto is hereby zoned as Downtown Single Family (DTSF) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

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 No. 05-20, or 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 No. 05-20 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 28TH DAY OF JANUARY, 2020.

Ray Smith, Mayor

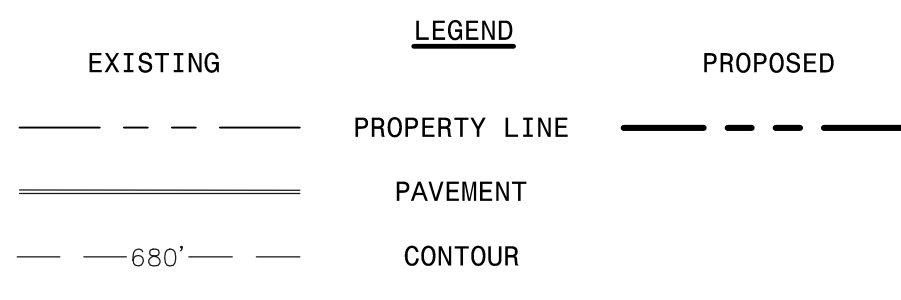
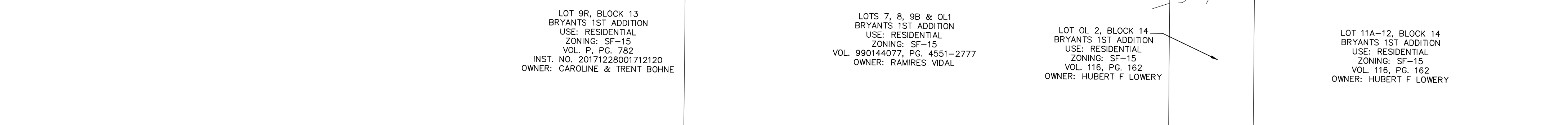
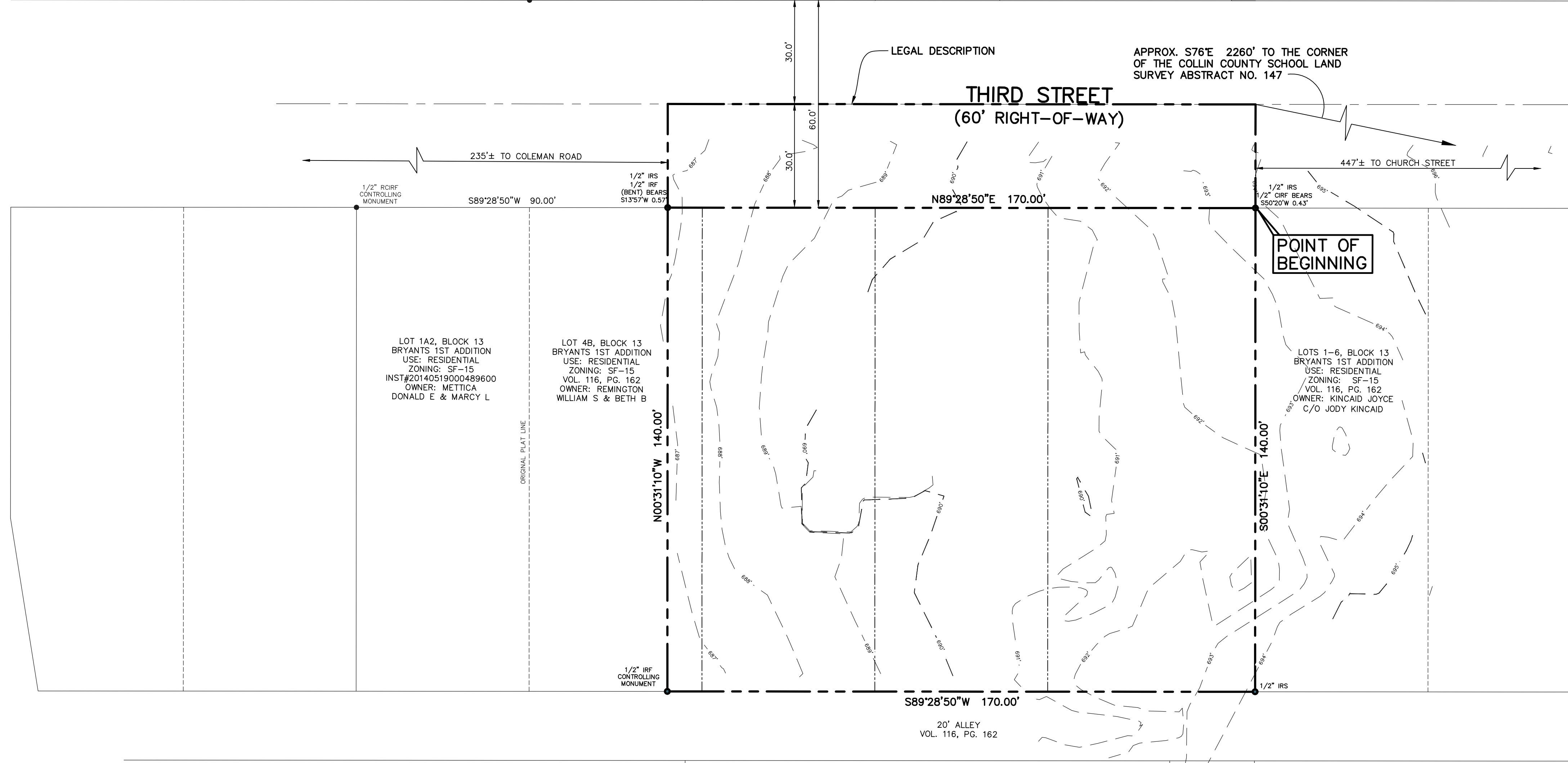
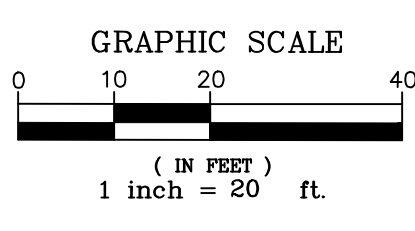
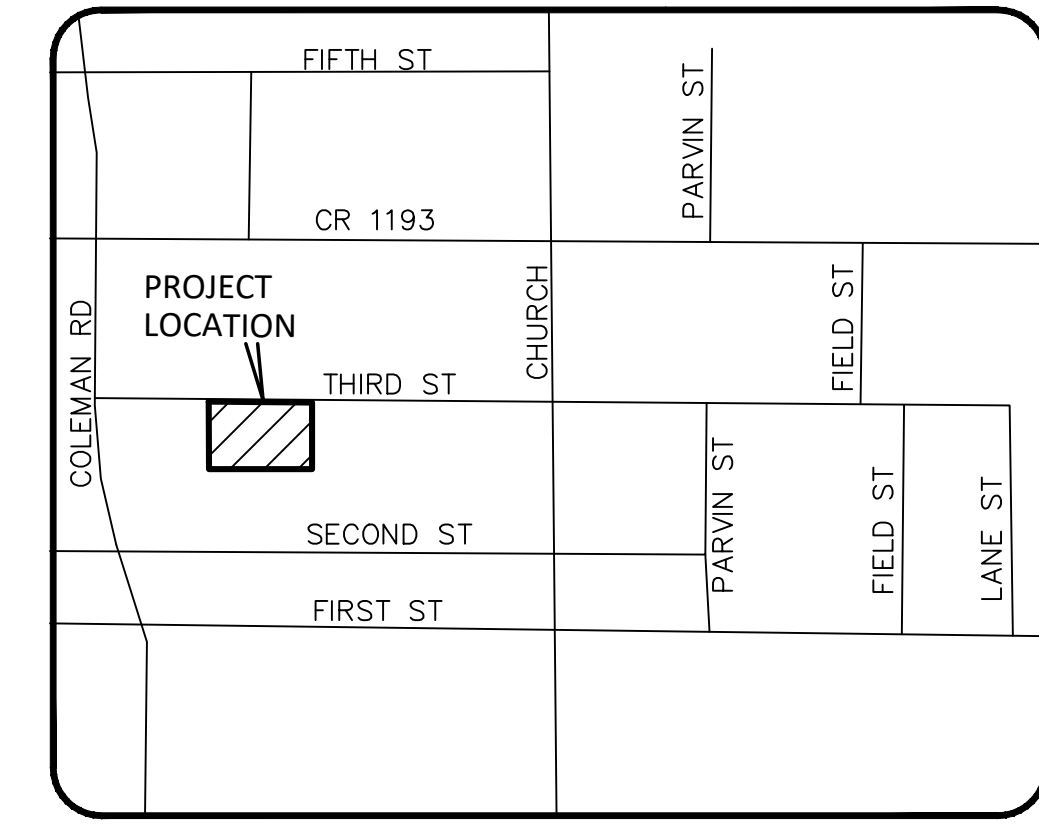
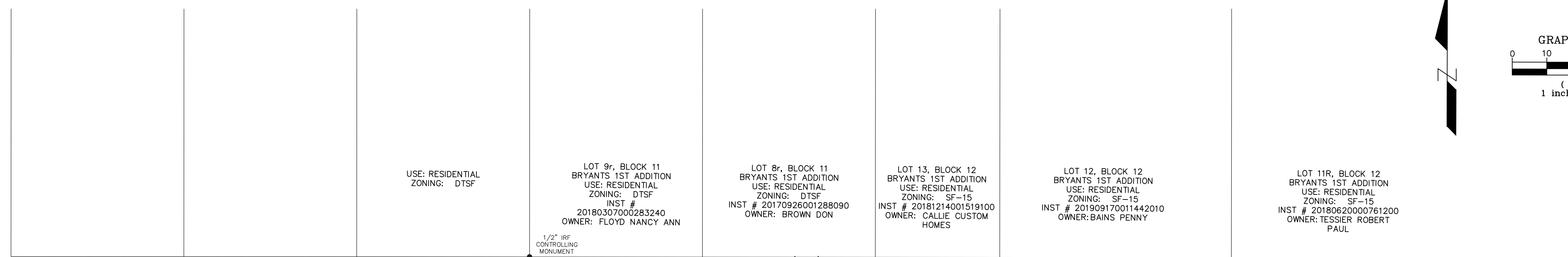
ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

COLEMAN ROAD
(RIGHT-OF-WAY VARIES)



LEGAL DESCRIPTION

Being all that certain 0.663 acre tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of Lots 5, and 6, and a portion of Lot 4, Block 13, Bryants 1st Addition, an Addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 116, Page 162, Map Records of Collin County, Texas, and being all of abandoned Hall Street per Volume 715, Page 830, Deed Records, Collin County, Texas, and being all of that certain tract of land conveyed to Ashley Day and Landon Day, by Warranty Deed recorded in Instrument Number 20191001001222540, Official Public Records, Collin County, Texas, and being a portion of Third Street (60 feet right-of-way) per said Bryants 1st Addition, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with "Peiser & Mankin SURV" red plastic cap set (hereinafter referred to as 1/2 inch iron rod set) for the northeast corner of said abandoned Hall Street, from which a 1/2 inch capped iron rod bears South 50 deg. 20 min. West, 0.43 feet, same being the northwest corner of Lot 1, said Block 13, Bryants 1st Addition, same being in the southerly right-of-way line of Third Street;

THENCE South 00 deg. 31 min. 10 sec. East, along the common line of said abandoned Hall Street and said Lot 1, a distance of 140.00 feet to a 1/2 inch iron rod set for the southeast corner of the herein described tract, same being the southeast corner of said abandoned Hall Street, same being the southwest corner of said Lot 1, same being in the northerly line of a called 20 foot alley per aforesaid Volume 116, Page 162, Map Records, Collin County, Texas;

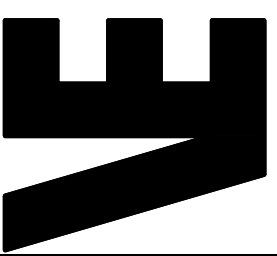
THENCE South 89 deg. 28 min. 50 sec. West, along the common line of said abandoned Hall Street and said 20 foot alley, passing the southwest corner of said abandoned Hall Street, same being the southeast corner of aforesaid Lot 6, and continuing along the common line of said Lot 6 and said 20 foot alley, passing the southwest corner of said Lot 6, same being the southeast corner of aforesaid Lot 5, and continuing along the common line of said Lot 5 and said 20 foot alley, passing the southwest corner of said Lot 5, same being the southeast corner of aforesaid Lot 4, and continuing along the common line of said Lot 4 and said 20 foot alley, a total distance of 170.00 feet to a 1/2 inch iron rod found for the southwest corner of aforesaid Day tract;

THENCE North 00 deg. 31 min. 10 sec. West, through the interior of said Lot 4 and along the west line of said Day tract, passing at a distance of 140.00 feet, a 1/2 inch iron rod set for the northwest corner of said Day tract, same being in the north line of said Lot 4, from which a 1/2 inch iron rod found bears South 13 deg. 57 min. West, 0.57 feet, same being in the southerly right-of-way line of aforesaid Third Street, and continuing through the interior of said Third Street, a total distance of 170.00 feet to a point for the northwest corner of the herein described tract, same being in the centerline of said Third Street;

THENCE North 89 deg. 28 min. 50 sec. East, along the centerline of said Third Street, a distance of 170.00 feet to a point for the northeast corner of the herein described tract;

THENCE South 00 deg. 31 min. 10 sec. East, through the interior of said Third Street, a distance of 30.00 feet to the POINT OF BEGINNING and containing 28,900 square feet or 0.663 acre of computed land, more or less.

VASQUEZ ENGINEERING, L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12286



THIS DOCUMENT IS FOR
INTERM REVIEW AND IS
NOT TO BE USED FOR
CONSTRUCTION PERMITTING
OR BIDDING PURPOSES
DATE: 12/20/2019
JUV
TEXAS NO. 85642 E
Vasquez Engineering, L.L.C.
TX REG. F-12286

DEVELOPER:
MLD HOMES
31 STEEL RD
WYLIE, TX. 75098-7048

EXHIBIT "A"

LOTS 4A, LOT 5 & LOT 6, BLOCK 13
BRYANTS 1ST ADDITION
CITY OF PROSPER, TEXAS

Scale: 1" = 20'
Designed by: JUV
Drawn by: JNM
Checked by: JUV
864-011mapZONING EXHIBIT.dwg
Date: 12/20/2019

SHEET
EX-A

SURVEYOR
PEISER & MANKIN SURVEYING, LLC
1604 HART STREET
SOUTHLAKE, TEXAS 76092
817-481-1806 TELE
817-481-1809 FAX

OWNER/DEVELOPER
MLD HOMES
LANDON DAY
31 STEEL ROAD
WYLIE, TEXAS 75098-7048
214-458-0214 TELE

ENGINEER
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

CASE No. Z19-0022
EXHIBIT "A"
LOT 4A, LOT 5 & LOT 6, BLOCK 13
BYRANS 1ST ADDITION
0.549 ACRES SITUATED IN
COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147-7
THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
DECEMBER 20, 2019

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeal 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 any Site Plan or Preliminary Site Plan.

Description of Agenda Item:

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission at their January 21, 2020, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Preliminary Site Plan for Windmill Hill
2. Site Plan for Gates of Prosper, Lot 5
3. Site Plan for Longhorn Steakhouse (Gates of Prosper)
4. Site Plan for North Preston Village, Lot 4
5. Site Plan for Windmill Hill

Town Staff Recommendation:

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

Zoning: R (PD-17) Current Land Use: Vacant
Zoning: R (PD-21) Current Land Use: Vacant
Zoning: R Current Land Use: Vacant

E. Broadway Street
(Farm to Market Road 1193)
variable width R.O.W.

Town of Prosper Site Plan Notes:

- Dumpsters and trash compactors shall be screened in accordance of the Zoning Ordinance.
- Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
- Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Regulation Ordinance.
- Landscaping shall conform to landscape plans approved by the town.
- All elevations shall comply with the standards contained within the Zoning Ordinance.
- Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
- Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
- Two points of access shall be maintained for the property at all times.
- Speedbumps/humps are not permitted within a fire lane.
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted uniform Building Code.
- All signage is subject to Building Official approval.
- All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
- All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
- Approval of the site plan is not final until all engineering plans are approved by the Town Engineer.
- Site plan approval is required prior to grading release.
- All new electrical lines shall be installed and/or relocated underground.
- All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
- Landscape easements must be exclusive of any other type of easement.
- 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 CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- The approval of a site plan shall be effective for a period of twenty four (24) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property, is null and void.

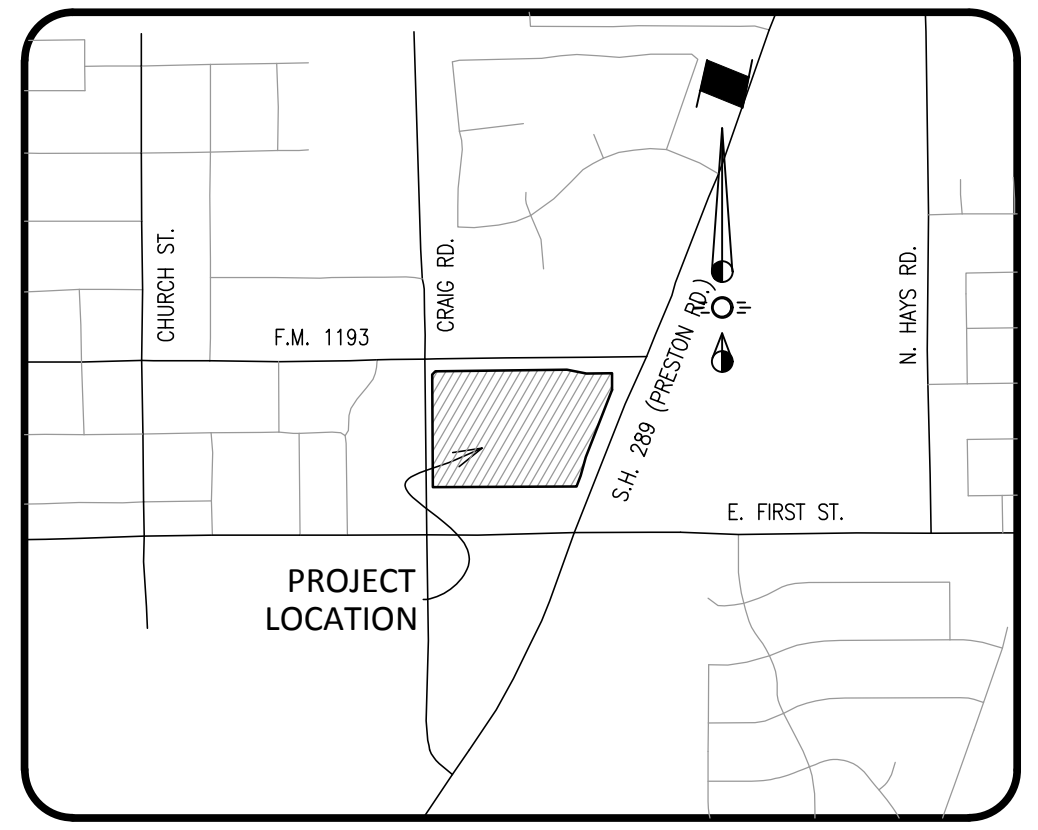
Note:
Office Space used for Medical Purposes Requires Additional Parking.

All dimensions are to face of curb or edge of building unless otherwise noted.

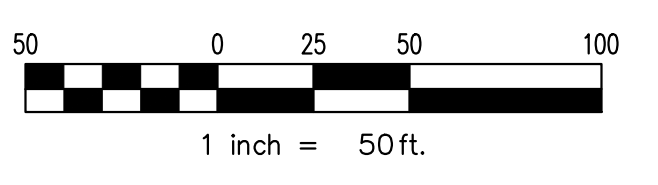
- Notes:**
- The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
 - No 100 year FEMA floodplain exists onsite.
 - Headlight screening will be provided in accordance with Town Standards.

LEGEND

- FIRELANE, ACCESS & UTILITY EASEMENT
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENS" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- ⊕ LIGHT POLE/STANDARD
- ⊙ GUY WIRE ANCHOR
- ⊖ BOLLARD
- ⊕ SIGNPOST
- OVERHEAD POWER LINE
- CONTROL MONUMENT
- ⊕ PROPOSED FIRE HYDRANT
- ⊕ EXISTING FIRE HYDRANT



LOCATION MAP
1" = 1000'



SITE DATA

LOT 1, BLOCK A

Zoning PD-93 Office/Retail
Proposed Use Office/Retail
Lot Area 8,247 Ac. (360,400 Sq. Ft.)
Building Area 88,125 Sq. Ft. Total
Building Height: 1 Story, 40' Max.
Lot Coverage 24.45%
Floor Area Ratio 0.2445:1
Parking Required Office (1:350) 88,125 Sq. Ft.=252 Sp.
Total Parking Provided 384 Sp. (Incl. 25 HC)
Total Impervious Surface 192,258 Sq. Ft.
Required Open Space (7%) 25,228 Sq. Ft.
Provided Open Space 73,994 Sq. Ft.
Required Landscape Area 15 Sq. Ft Per Pkg Sp=5,835 Sq. Ft.
Provided Landscape Area 6,023 Sq. Ft.

SITE DATA

LOT 2, BLOCK A

Zoning PD-93 Office/Retail
Proposed Use Retail
Lot Area 2,038 Ac. (88,764 Sq. Ft.)
Building Area 13,029 Sq. Ft. Total
Building Height: 1 Story, 40' Max.
Lot Coverage 14.68%
Floor Area Ratio 0.1468:1
Parking Required Retail (1:250) 13,029 Sq. Ft.=53 Sp.
Total Parking Provided 78 Sp. (Incl. 4 HC)
Total Impervious Surface 33,440 Sq. Ft.
Required Open Space (7%) 6,213 Sq. Ft.
Provided Open Space 9,784 Sq. Ft.
Required Landscape Area 15 Sq. Ft Per Pkg Sp=1,200 Sq. Ft.
Provided Landscape Area 3,146 Sq. Ft.

SITE DATA

LOT 3, BLOCK A

Zoning PD-93 Office/Retail
Proposed Use Retail
Lot Area 1,509 Ac. (65,740 Sq. Ft.)
Building Area 10,237 Sq. Ft. Total
Building Height: 1 Story, 40' Max.
Lot Coverage 15.57%
Floor Area Ratio 0.1557:1
Parking Required Retail (1:250) 10,237 Sq. Ft.=41 Sp.
Total Parking Provided 80 Sp. (Incl. 3 HC)
Total Impervious Surface 38,799 Sq. Ft.
Required Open Space (7%) 4,601 Sq. Ft.
Provided Open Space 15,474 Sq. Ft.
Required Landscape Area 15 Sq. Ft Per Pkg Sp=1,230 Sq. Ft.
Provided Landscape Area 1,230 Sq. Ft.

Town Case No. D18-0053
PRELIMINARY SITE PLAN

WINDMILL HILL

BLOCK A, LOTS 1-3
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
COLLIN COUNTY SCHOOL LAND SURVEY, ABST. NO. 147
514,604 Sq. Ft./11.821 Acres

Current Zoning: PD-93 Office/Retail

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: David Bond

OWNER / APPLICANT
BG-GBT Preston & Broadway, LP
9550 John W. Elliott Dr., Suite 106
Frisco, TX 75033
Telephone: (972) 347-9900
Contact: Teague Griffin

Drawing: C:\2019_08\0119-112 Windmill Hill Phase 1 Preliminary Site Plan.dwg, Sheet 14 of 112, Date: 12/17/2019, 11:59:32 AM
Plotted by: Edward P. Hill, Date: 12/17/2019, 1:09 PM

EASTERN HEIGHTS SUBDIVISION
City of Prosper
Doc. No. 94-0094613
DRCCCT

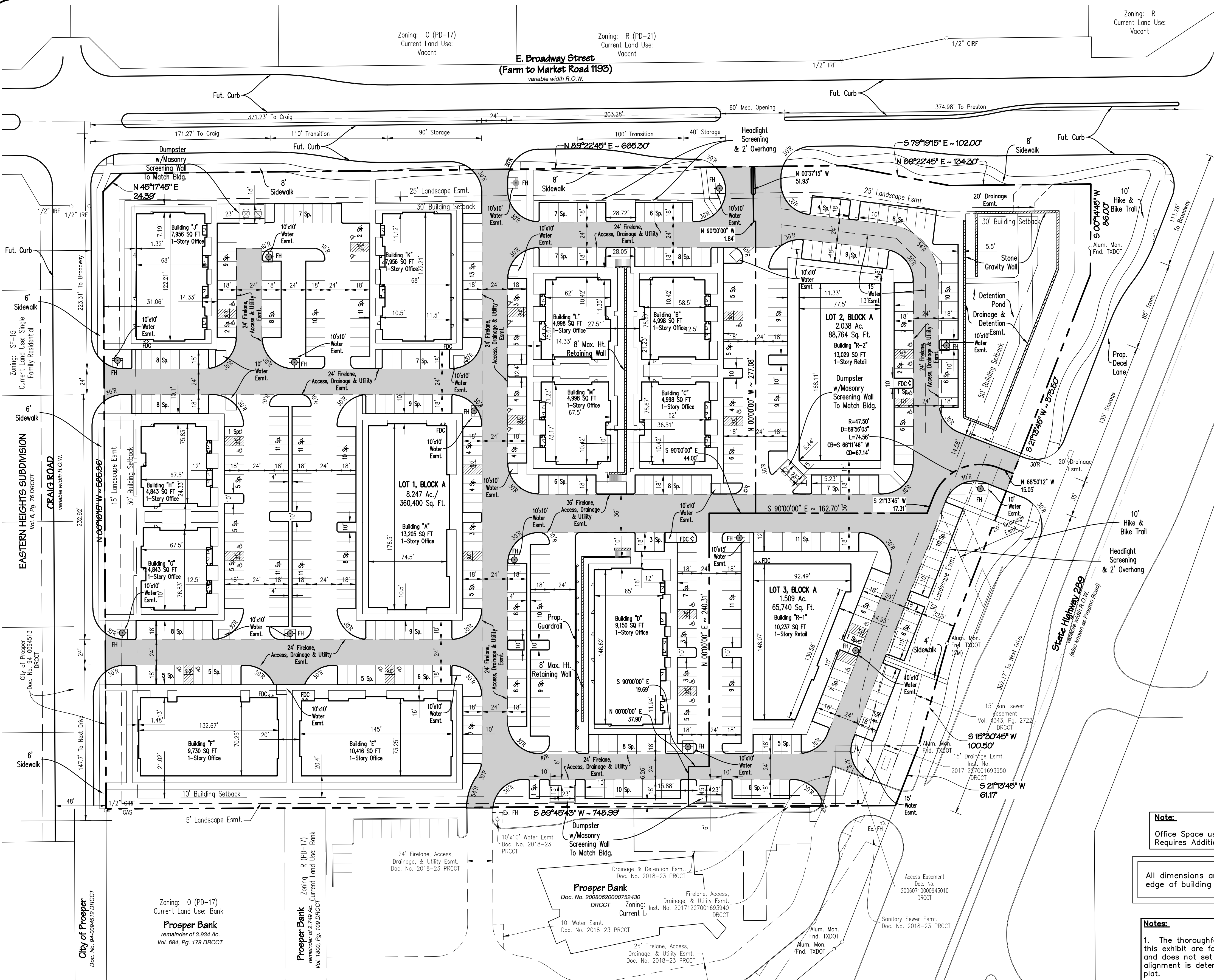
City of Prosper
Doc. No. 84-0094612 DRCCCT

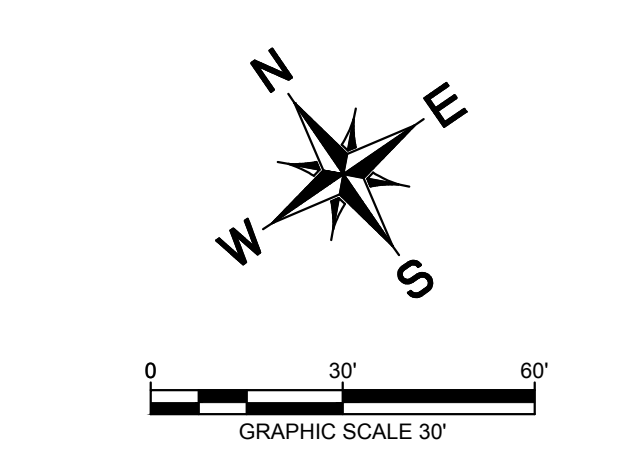
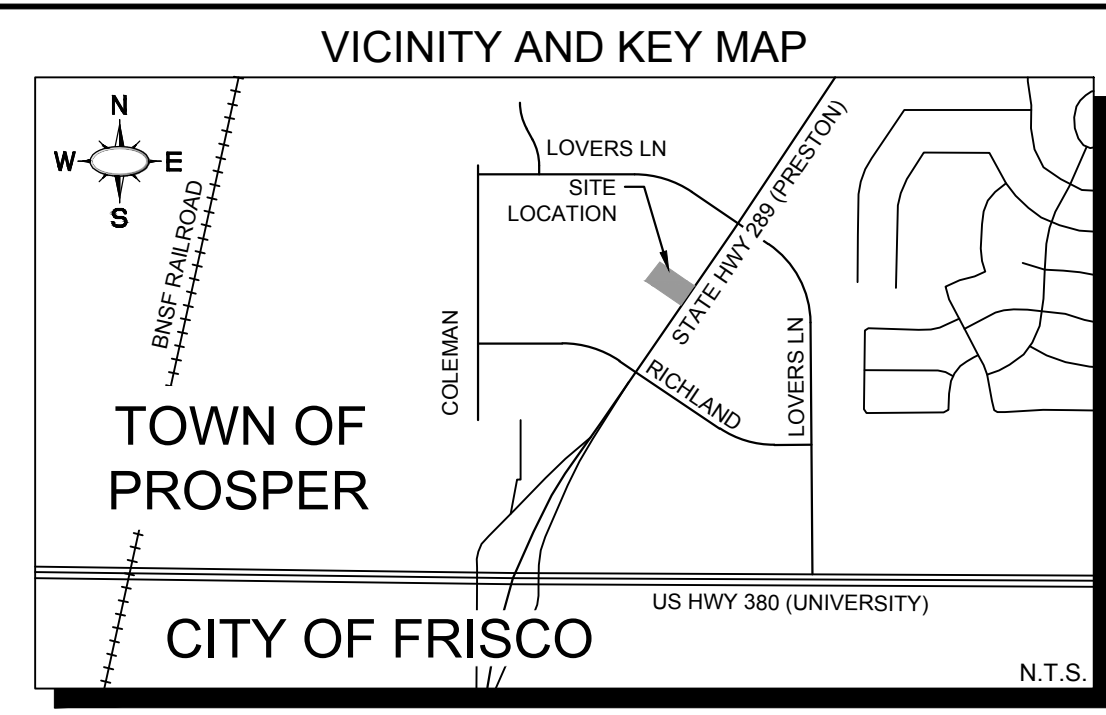
Zoning: O (PD-17)
Current Land Use: Bank
Proper Bank
remainder of 3.934 Ac.
Vol. 684, Pg. 178 DRCCCT

Zoning: R (PD-17)
Current Land Use: Bank
Proper Bank
remainder of 2.749 Ac.
Vol. 1300, Pg. 109 DRCCCT

Prosper Bank
Doc. No. 200802000952430
DRCCCT
Zoning: Current L1
Firelane, Access, Drainage, & Utility Esmt. Doc. No. 20171227001693940 DRCCCT

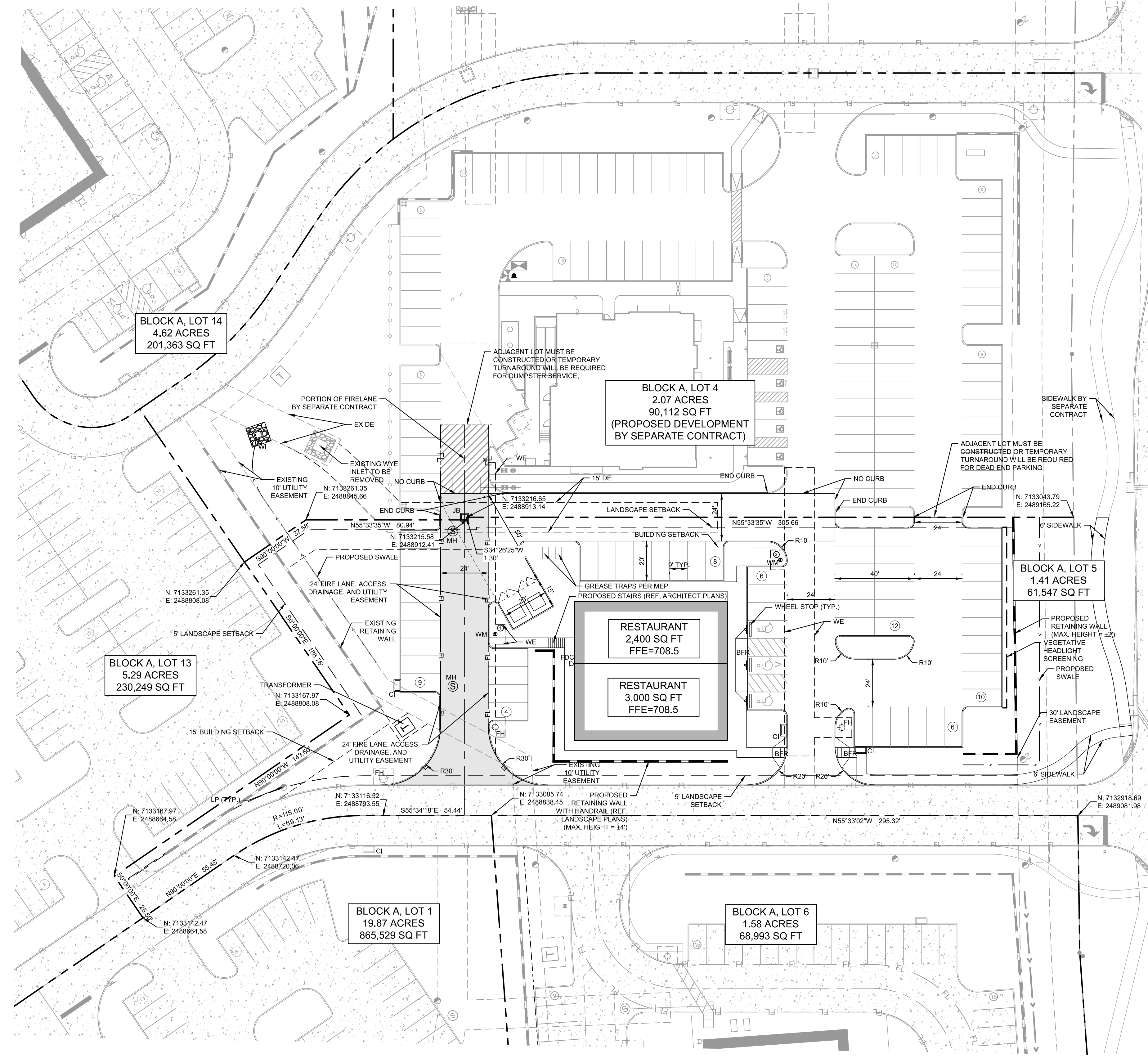
26' Firelane, Access, Drainage, & Utility Esmt. Doc. No. 2018-23 PRCCCT





LEGEND

FL	PROPOSED FIRE LANE
FL	EXISTING PAVEMENT
[Symbol]	PROPOSED BUILDING
[Symbol]	PROPOSED CONTOUR - MAJOR
[Symbol]	PROPOSED CONTOUR - MINOR
[Symbol]	EXISTING CONTOUR - MAJOR
[Symbol]	EXISTING CONTOUR - MINOR
[Symbol]	BARRIER FREE RAMP (BFR)
[Symbol]	ACCESSIBLE PARKING SYMBOL
[Symbol]	NUMBER OF PARKING SPACES
WM	WATER METER (AND VAULT)
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	TRANSFORMER PAD
[Symbol]	CURB INLET
[Symbol]	GRATE INLET
[Symbol]	JUNCTION BOX OR WYE INLET
[Symbol]	HEADWALL
TYP	TYPICAL
SSE	SANITARY SEWER EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
BFR	BARRIER FREE RAMP
SW	SIDEWALK
BL	BUILDING LINE/SETBACK
CI	CURB INLET
GI	GRATE INLET
WI	WYE INLET
JB	JUNCTION BOX
MH	MANHOLE
EX	EXISTING
PROP.	PROPOSED



PRESTON ROAD (SH 289)
(VARYING WIDTH R.O.W.)

BLOCK A, LOT 5
SITE DATA SUMMARY TABLE

ZONING/PROPOSED USE	PD-87(P) RESTAURANT
LOT AREA/ SQ. FT. AND AC	61,547 SF, 1.41 AC
BUILDING AREA (gross square footage)	5,400 GSF (REST)
BUILDING HEIGHT (number of stories) MAX HEIGHT = 40'	28' (1 STORY)
LOT COVERAGE (for non-residential zoning)	8.77%
FLOOR AREA RATIO (for non-residential zoning)	0.088:1
TOTAL PARKING REQUIRED (1:100 FOR RESTAURANT, 1:250 FOR RETAIL, 1:200 FOR PATIO)	54 SPACES
TOTAL PARKING PROVIDED	55 SURFACE SPACES
TOTAL HANDICAP REQUIRED	3 SPACES
TOTAL HANDICAP PROVIDED	3 SPACES
INTERIOR LANDSCAPING REQUIRED	840 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	840 SQ. FT.
IMPERVIOUS SURFACE	39,482 SQ. FT.
USABLE OPEN SPACE REQUIRED	4,308 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	11,799 SQ. FT. (19.2%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

TOWN 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.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE. ANY ADDITIONAL ENCLOSURES WILL REQUIRE REAPPROVAL BY TOWN STAFF.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- 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.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
- 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 SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.
- ALL TRANSFORMERS AND SWITCHGEARS SHALL HAVE REQUIRED SCREENING.

METER SCHEDULE

ID	BLOCK	LOT	TYPE	SIZE	SANITARY SEWER
1	A	5	DOMESTIC	2"	6"
2	A	5	IRRIGATION	1 1/2"	-

SITE PLAN
PAD SITE K
GATES OF PROSPER, PHASE 2
BLOCK A, LOT 5
D19-0116
Being 1.41 Acres Out Of The
BEN RENNISON SURVEY Abstract No. 755
JOHN YARNELL SURVEY Abstract No. 1038
COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY
Abstract No. 147
Town of Prosper, Collin County, Texas

Owner:
GOP #2 LLC
1 Cowboys Way
Frisco, Texas 75034
Contact: Rachel Link
Phone: (972)-497-4854

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
260 East Davis Street, Suite 100
McKinney, Texas 75069
Phone: (469)-301-2580

This document, together with the concepts and design presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and delineation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

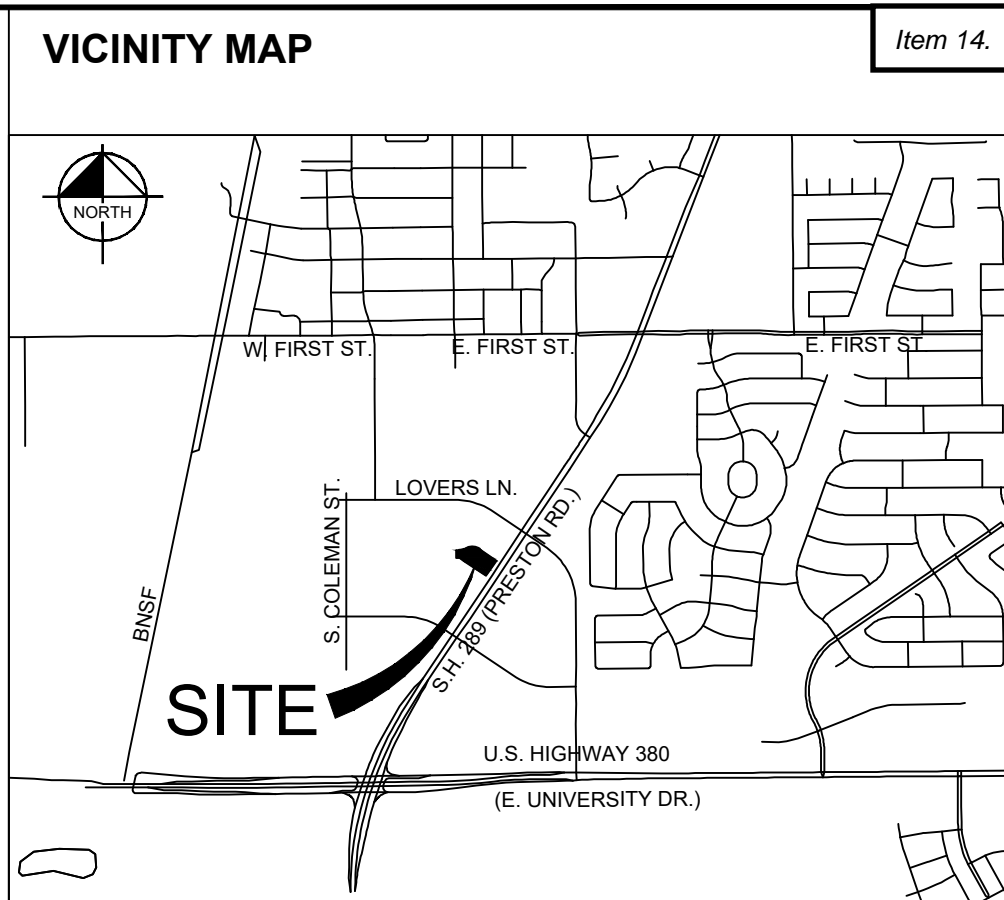
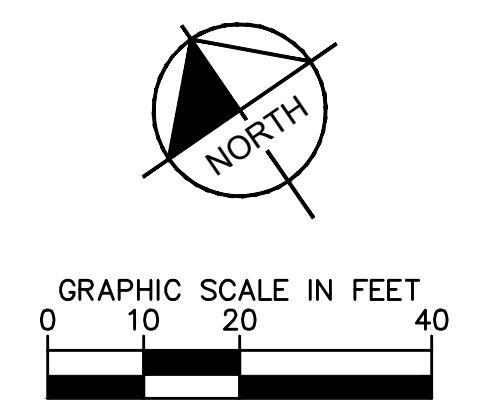
Drawing name: K:\3141\2019\05\081812-14-Prosper\CAD\Prosper\Site\Site Plan (CITY).am, 08/20/2022 2:46pm, by: nchuluz
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

NOTES

- NO 100 YEAR FLOODPLAIN EXISTS ON THE SITE.
- ALL DIMENSIONS ARE SHOWN TO FACE OF CURB UNLESS OTHERWISE NOTED.
- FIRE LANES SHALL BE A MINIMUM OF 24' IN WIDTH WITH A 30' TURNING RADIUS.
- FDCS SHALL BE PROVIDED IN ACCORDANCE WITH THE TOWN OF PROSPER STANDARDS.
- TREES SHALL NOT BE LOCATED WITHIN PUBLIC EASEMENTS IN ACCORDANCE WITH TOWN STANDARDS.
- FOUNDATION PLANTINGS TO BE PROVIDED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- DETENTION FOR THIS SITE IS PROVIDED ON BLOCK A, LOT 1.
- ALL PARKING SHALL BE WITHIN 350' OF THE BUILDING'S PUBLIC ENTRANCE.

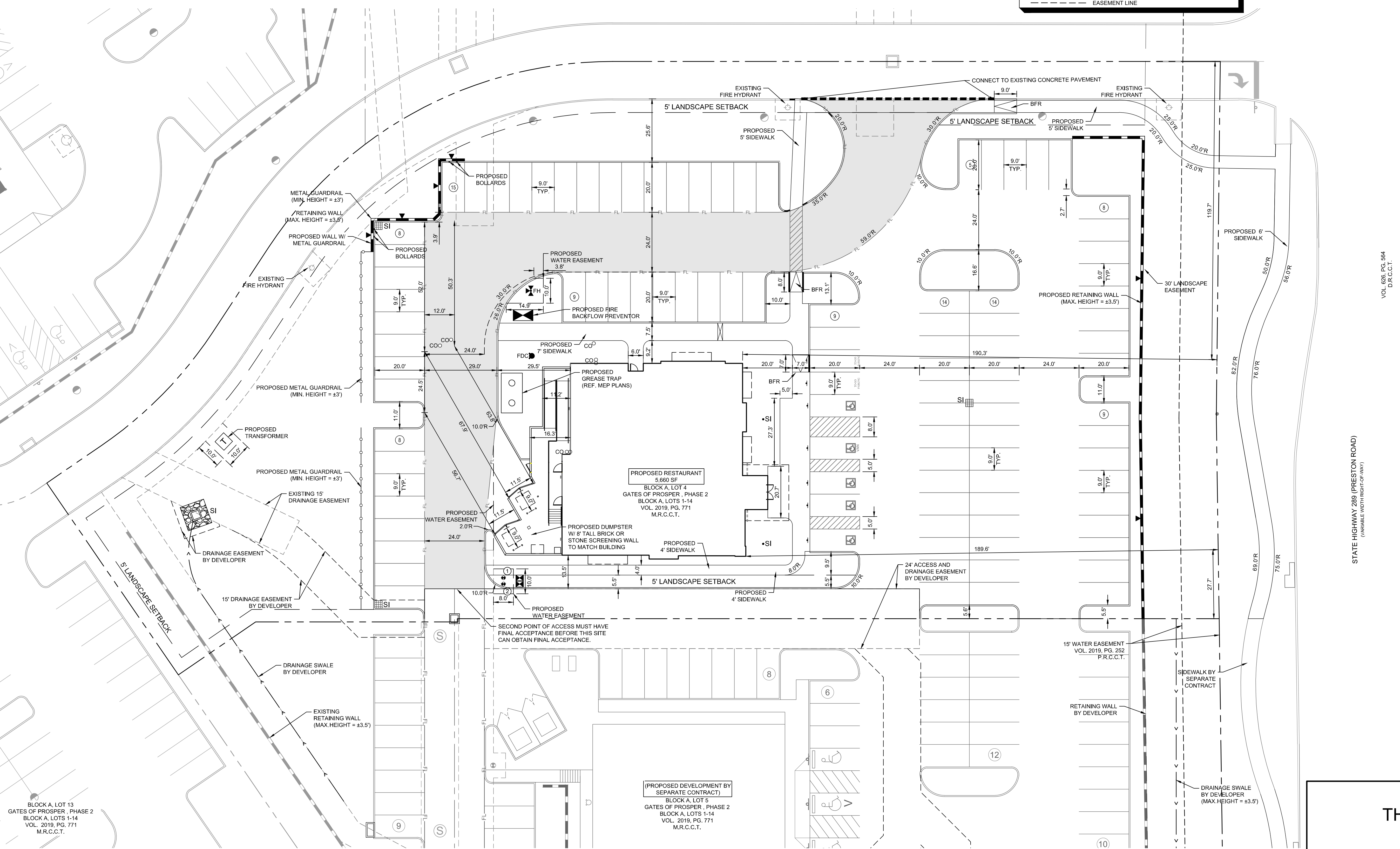
LEGEND

- PROPOSED WATER METER
- PROPOSED BACKFLOW PREVENTOR
- PROPOSED FIRE DEPT. CONNECTION
- EXISTING LIGHT POLE
- EXISTING JUNCTION BOX OR WYE INLET
- PROPOSED SANITARY SEWER CLEANOUT
- PROPOSED FIRE HYDRANT
- PROPOSED BARRIER FREE RAMP
- STORM INLET
- PROPOSED PARKING COUNT
- PROPOSED FIRE LANE
- PROPOSED RETAINING WALL
- PROPOSED FIRE LANE / FIRE ACCESS, DRAINAGE, AND UTILITY EASEMENT (F.A.D.U.E.)
- EASEMENT LINE



TOWN OF PROSPER 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.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION REGULATION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED, ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - 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.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL. ALL FENCES AND RETAINING WALLS SHALL BE CONSTRUCTED TO MATCH BUILDING.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE TOWN ENGINEER.
 - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
 - IMPACT FEE 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 SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THIS PROPERTY, IS NULL AND VOID.
 - NO TREES EXIST ON THIS SITE.



BLOCK A, LOT 13
GATES OF PROSPER, PHASE 2
BLOCK A, LOTS 1-14
VOL. 2019, PG. 771
M.R.C.C.T.

(PROPOSED DEVELOPMENT BY SEPARATE CONTRACT)
BLOCK A, LOT 5
GATES OF PROSPER, PHASE 2
BLOCK A, LOTS 1-14
VOL. 2019, PG. 771
M.R.C.C.T.

BLOCK	LOT	ZONING	PROPOSED USE	LOT AREA (SF) (AC)	BUILDING AREA (SF)	MAX. BUILDING HEIGHT (FT)	BUILDING COVERAGE (%)	FLOOR AREA RATIO	PARKING REQUIRED (1:100 (REST.))	PARKING PROVIDED (SPACES)	ADA PARKING REQUIRED (SPACES)	ADA PARKING PROVIDED (SPACES)	INTERIOR LANDSCAPING REQUIRED (SF)	INTERIOR LANDSCAPING PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (7% OF LOT (SF))
A	4	PD-67	RESTAURANT	90,112 (2.069)	5,660	1-STORY, 28'-0"	6.3	0.08:1	57	99	4	5	1,442	7,260	50,280	6,308

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	SAN. SEW.	REMARKS
1	DOMESTIC	2"	1	2-6"	PROPOSED
2	IRRIGATION	1"	1	-	PROPOSED

Kimley»Horn

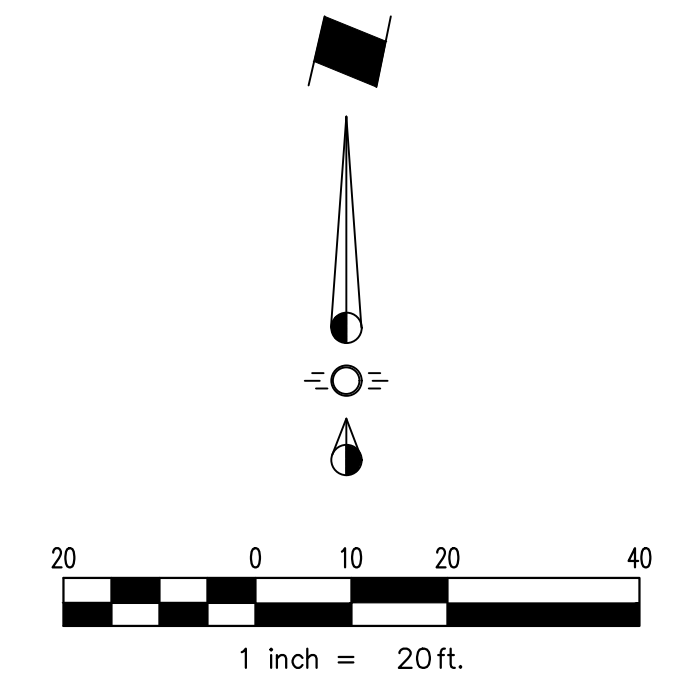
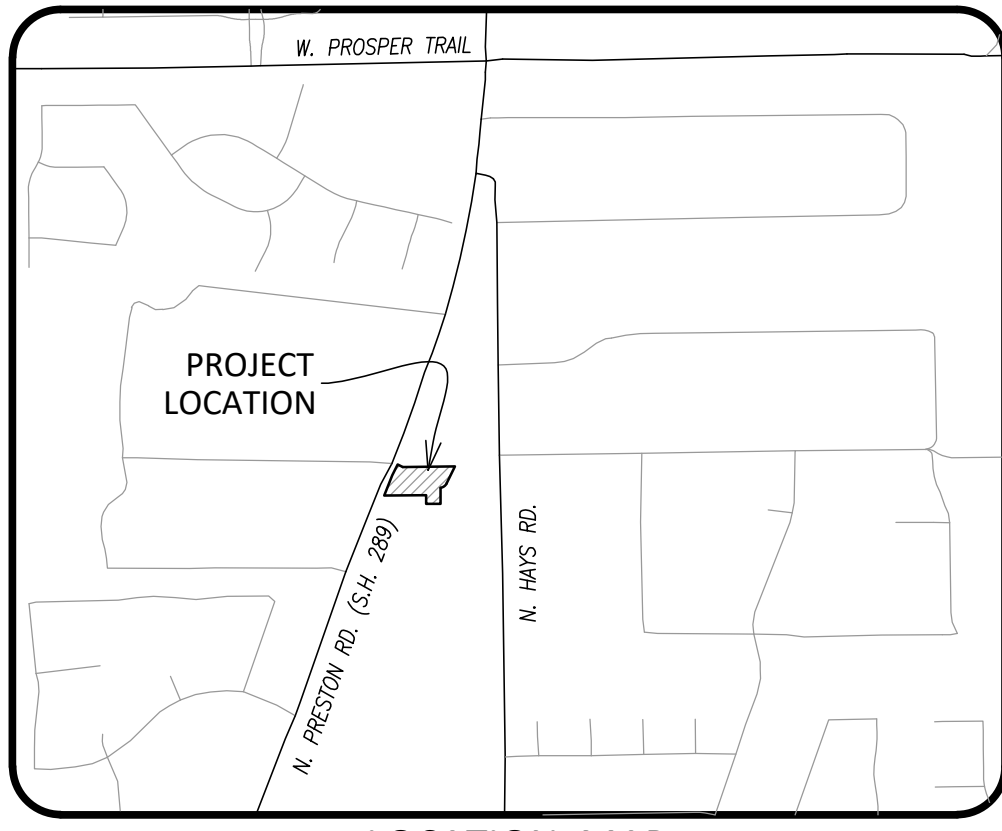
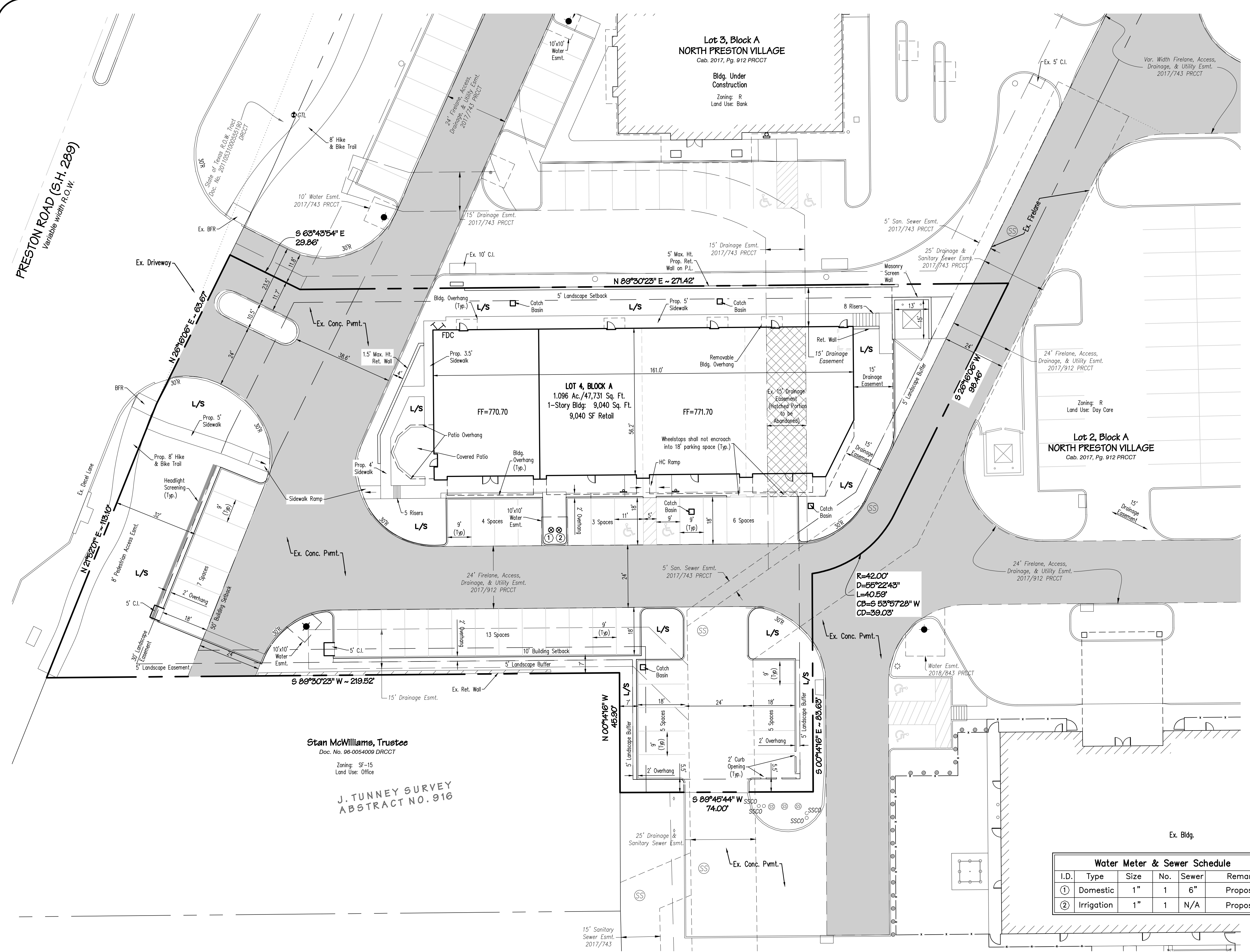
SITE PLAN
THE GATES OF PROSPER
BLOCK A, LOT 4
CASE #D19-0117

2.069 ACRES
BEN RENNISON SURVEY, ABSTRACT NO. 755
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 10/30/2019

ENGINEER / SURVEYOR / APPLICANT
KIMLEY-HORN AND ASSOCIATES, INC. FIRM NO. 928
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. (210) 541-9166
FAX (210) 541-8699
CONTACT: CHELSY HOUY, P.E.

DEVELOPER
DARDEN SW, LLC
1000 DARDEN CENTER DRIVE
ORLANDO, FLORIDA 32837
PH. (817) 788-5279
FAX (407) 241-6569
CONTACT: JIM POWELL

OWNER
380 & 289, LP
8000 WARREN PARKWAY
FRISCO, TX 75034
PHONE (972) 543-2412
CONTACT: SCOTT SHAW, P.E.



LOCATION MAP
1" = 1000'

TOWN OF PROSPER SITE PLAN NOTES:

1. Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
2. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
3. Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
4. Landscaping shall conform to landscape plans approved by the Town.
5. All elevations shall comply with the standards contained within the Zoning Ordinance.
6. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
7. Fire lanes shall be designed and constructed per Town standards or as directed by the Fire Department.
8. Two points of access shall be maintained for the property at all times.
9. Speed bumps/humps are not permitted within a fire lane.
10. 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.
11. All signage is subject to Building Official approval.
12. All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
13. All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
14. Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
15. Approval of the site plan is not final until all engineering plans are approved by the Engineering Department.
16. Site plan approval is required prior to grading release.
17. All new electrical lines shall be installed and/or relocated underground.
18. All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
19. All landscape easements must be exclusive of any other type of easement.
20. 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.
21. The approval of a site plan shall be effective for a period of eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property, is null and void.

Notes:

1. The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
2. No 100 year floodplain exists onsite.
3. Headlight screening will be provided in accordance with Town Standards.

Note:
All Dimensions are to Face-of-Curb/Edge of stripe or face of building unless otherwise noted.

Note:
Handicap parking is provided in accordance with ADA standards.

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	1"	1	6"	Proposed
②	Irrigation	1"	1	N/A	Proposed

SITE DATA	
Zoning	R (Retail)
Proposed Use	Retail
Lot Area	1.096 Ac. (47,731 Sq. Ft.)
Building Area	9,040 Sq. Ft. Total
Building Height:	1 Story, 31' Max.
Lot Coverage	18.90%
Floor Area Ratio	0.189:1
Total Parking Required	Retail (1:250) 9,040 Sq. Ft.=37 Sp.
Total Parking Provided	43 Sp. (Incl. 2 HC)
HC Parking Required	2 Sp.
HC Parking Provided	2 Sp.
Total Impervious Surface	34,319 Sq. Ft.
Required Open Space (7%)	3,341 Sq. Ft.
Provided Open Space (9.5%)	4,100 Sq. Ft.
Required Landscape Area	15 Sq. Ft. Per Pkg. Sp.=645 Sq. Ft.
Provided Landscape Area	1,535 Sq. Ft.

Note:
Parking is provided for retail businesses. Additional parking is required for restaurant uses including outdoor dining if available.

LEGEND

	FIRELANE, ACCESS & UTILITY EASEMENT
	LANDSCAPE AREA
	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSEN" SET, UNLESS OTHERWISE NOTED.
	POWER POLE
	LIGHT POLE/STANDARD
	GUY WIRE ANCHOR
	BOLLARD
	SIGNPOST
	OVERHEAD POWER LINE
	BARRIER FREE RAMP
	PROP. FH
	PROP. WATER METER

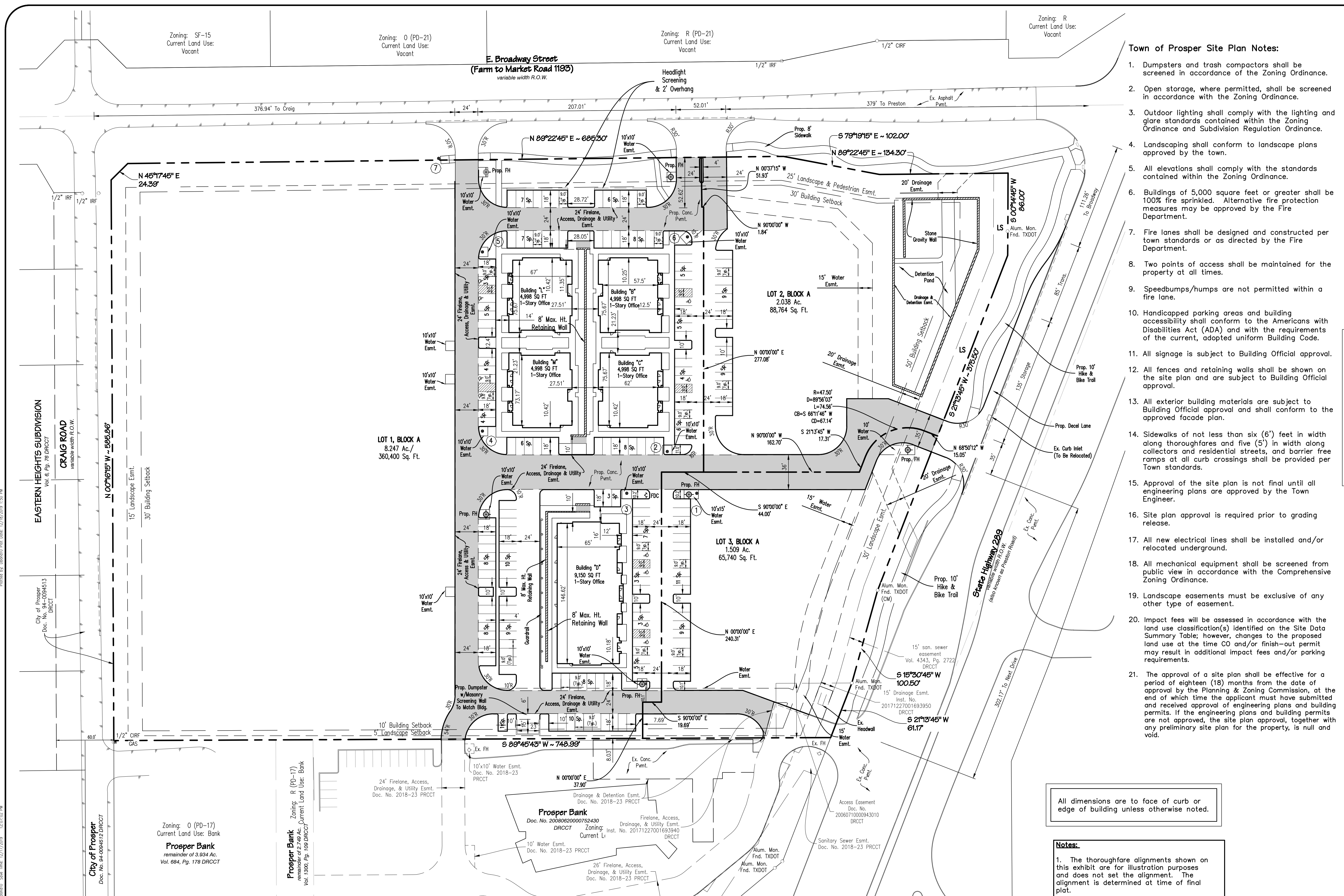
Town Case No. D19-0124
SITE PLAN

NORTH PRESTON VILLAGE

BLOCK A, LOT 4
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
J. TUNNEY SURVEY, ABST. NO. 916
47,731 Sq. Ft./ 1.096 Acres
Current Zoning: R (Retail)

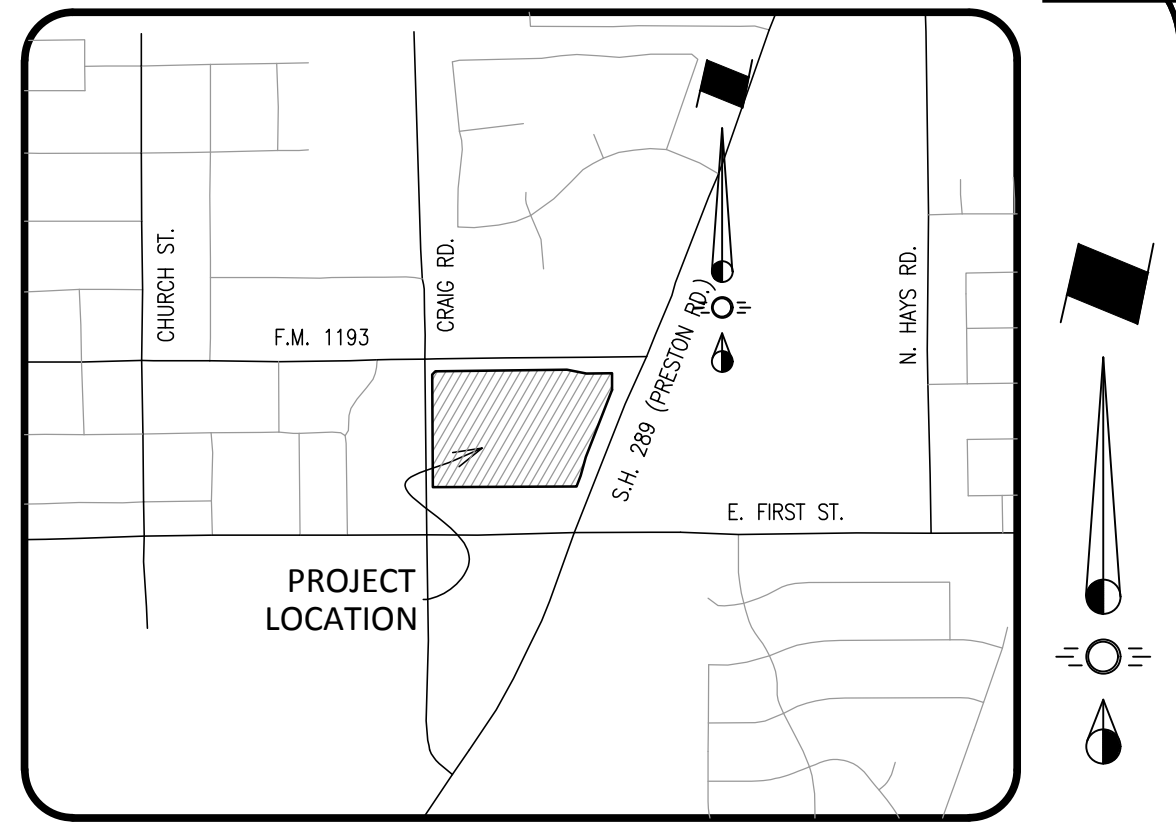
ENGINEER / SURVEYOR Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond	OWNER/APPLICANT Prosper Center, LLC 8183 Stone River Drive Frisco, TX 75034 Telephone: (972) 310-4989 Contact: Wade Stewart
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Drawing: © 2019, 085V19-097 NPV Lot 4-19-097 Site Plan.dwg Saved By: Mewng Save Time: 1/7/2020 11:26:34 AM Plotted By: mewng Plot Date: 1/7/2020 11:27 AM



Town of Prosper Site Plan Notes:

1. Dumpsters and trash compactors shall be screened in accordance of the Zoning Ordinance.
2. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
3. Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Regulation Ordinance.
4. Landscaping shall conform to landscape plans approved by the town.
5. All elevations shall comply with the standards contained within the Zoning Ordinance.
6. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
7. Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
8. Two points of access shall be maintained for the property at all times.
9. Speedbumps/humps are not permitted within a fire lane.
10. Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted uniform Building Code.
11. All signage is subject to Building Official approval.
12. All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
13. All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
14. Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
15. Approval of the site plan is not final until all engineering plans are approved by the Town Engineer.
16. Site plan approval is required prior to grading release.
17. All new electrical lines shall be installed and/or relocated underground.
18. All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
19. Landscape easements must be exclusive of any other type of easement.
20. 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 CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
21. The approval of a site plan shall be effective for a period of eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property, is null and void.



SITE DATA		LOT 1, BLOCK A	
Zoning	PD-93	Zoning	PD-93
Proposed Use	Office	Proposed Use	Office
Lot Area	8,247 Ac. (360,400 Sq. Ft.)	Lot Area	8,247 Ac. (360,400 Sq. Ft.)
Building Area	29,142 Sq. Ft. Total	Building Area	29,142 Sq. Ft. Total
Building Height:	1 Story, 40' Max.	Building Height:	1 Story, 40' Max.
Lot Coverage	8.09%	Lot Coverage	8.09%
Floor Area Ratio	0.0809:1	Floor Area Ratio	0.0809:1
Parking Required	Office (1:350) 29,142 Sq. Ft.=84 Sp.	Parking Required	Office (1:350) 29,142 Sq. Ft.=84 Sp.
Total Parking Provided	153 Sp. (Incl. 10 HC)	Total Parking Provided	153 Sp. (Incl. 10 HC)
Total Impervious Surface	105,161 Sq. Ft.	Total Impervious Surface	105,161 Sq. Ft.
Required Open Space (7%)	25,228 Sq. Ft.	Required Open Space (7%)	25,228 Sq. Ft.
Provided Open Space	73,994 Sq. Ft.	Provided Open Space	73,994 Sq. Ft.
Required Landscape Area	15 Sq. Ft Per Pkg Sp=2,295 Sq. Ft.	Required Landscape Area	15 Sq. Ft Per Pkg Sp=2,295 Sq. Ft.
Provided Landscape Area	5,417 Sq. Ft.	Provided Landscape Area	5,417 Sq. Ft.

Note:
Office Space used for Medical Purposes Requires Additional Parking.

Water Meter & Sewer Schedule				
I.D.	Type	Size	No.	Sewer
①	Dom.	2"	1	6"
②	Dom.	1.5"	1	6"
③	Dom.	2"	1	6"
④	Dom.	1.5"	1	6"
⑤	Dom.	1.5"	1	6"
⑥	Dom.	1.5"	1	6"
⑦	Irr.	2"	1	-

All dimensions are to face of curb or edge of building unless otherwise noted.

- Notes:**
1. The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
 2. No 100 year FEMA floodplain exists onsite.
 3. Headlight screening will be provided in accordance with Town Standards.

LEGEND

- FIRELANE, ACCESS & UTILITY EASEMENT
- 1/2" IRON ROD W/ PLASTIC CAP
- STAMPED "SPARSENO" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- LIGHT POLE/STANDARD
- GUY WIRE ANCHOR
- BOLLARD
- SIGNPOST
- OVERHEAD POWER LINE
- CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED WATER METER

SITE PLAN

WINDMILL HILL

BLOCK A, LOT 1

IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

COLLIN COUNTY SCHOOL LAND SURVEY, ABST. NO. 147

360,400 Sq. Ft./8.247 Acres

Current Zoning: PD-93 OFFICE/RETAIL

Town Case #D19-0081

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: David Bond

OWNER / APPLICANT
BG-GBT Preston & Broadway, LP
9550 John W. Elliott Dr., Suite 106
Frisco, TX 75033
Telephone: (972) 347-9900
Contact: Teague Griffin

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to amend Planned Development-91 (PD-91), for Cook Children’s North Campus, on 23.7± acres, located on the northeast corner of US 380 and Windsong Parkway, to modify the concept plans to accommodate an increased hospital size and modified parking. (Z19-0021).

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-91-Retail	Undeveloped	US 380 District
North	Planned Development-40-Mixed Use and Specific Use Permit-15	House of Worship (St. Martin de Porres)	US 380 District
East	Planned Development-40-Mixed Use and Specific Use Permit-15	House of Worship (St. Martin de Porres)	US 380 District
South	City of Frisco	Vacant	City of Frisco
West	Planned Development-40-Mixed Use	Windsong Ranch Marketplace	US 380 District

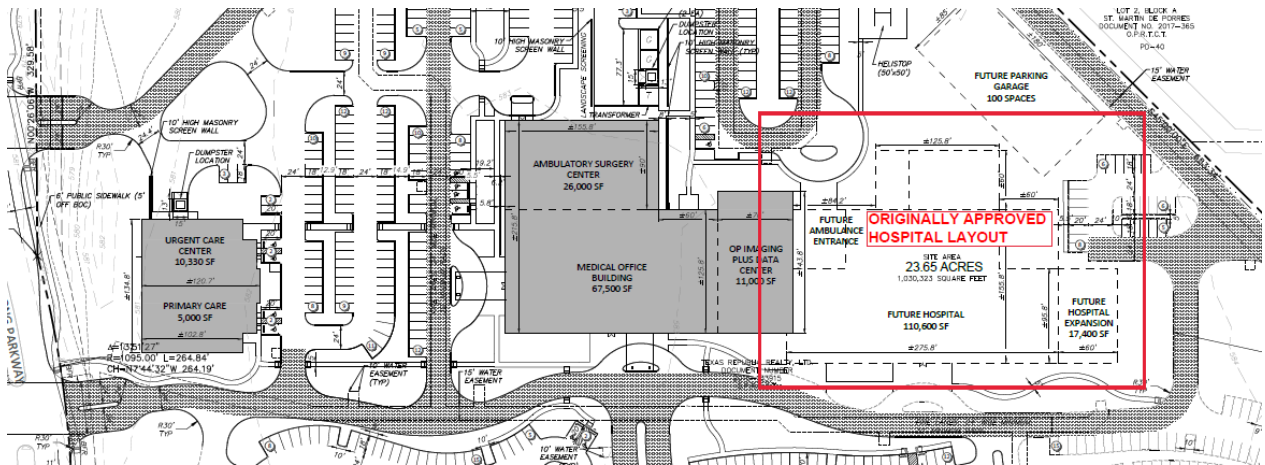
In August 2018, the Town Council approved Planned Development-91 (PD-91) for the Cook Children’s North Campus. The plan for the Medical Center included an Urgent Care and Primary Care Center, an Ambulatory Surgery Center, a Medical Office Building, a Helistop, an Outpatient Imaging and Data Center, and a 100 vehicle parking garage. PD-91 also called for a future

Hospital of approximately 130,000 square feet. Construction of the Urgent Care and Primary Care Center has been completed and the Center is open to the public. The Medical Office Building, Ambulatory Surgery Center, and the Outpatient Imaging and Data Center are under construction.

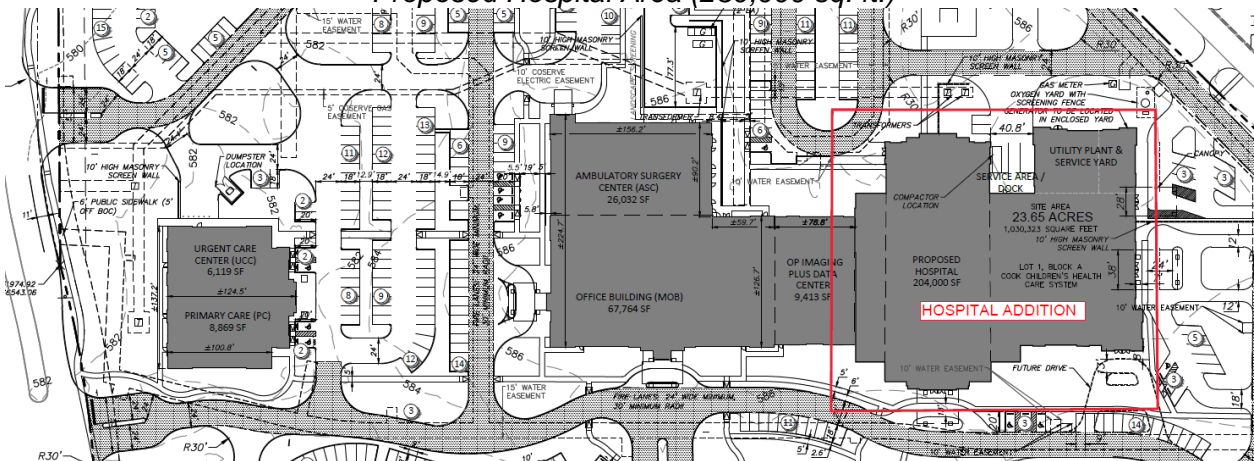
With this amendment, the applicant is requesting to amend the PD to update Exhibit D (Conceptual Site Plan), Exhibit F (Elevations), and Exhibit G (Landscape Plan) to define the hospital including the building area, elevations, and parking, as detailed below:

1. *Hospital Expansion* – The applicant is proposing to increase the size of the Hospital from 130,000 square feet as shown on the originally approved PD, to 230,000 square feet, an increase of approximately 100,000 square feet. The building will remain five (5) stories in height and will have a non-occupied space that will increase the overall height of the building to 109 feet for the blue roof peaks. The existing Exhibit C Development Standards allow for non-occupied space to exceed the maximum height of 75 feet. The proposed hospital addition is outlined in red and depicted below.

Originally Approved Hospital Area (130,000 sq. ft.)

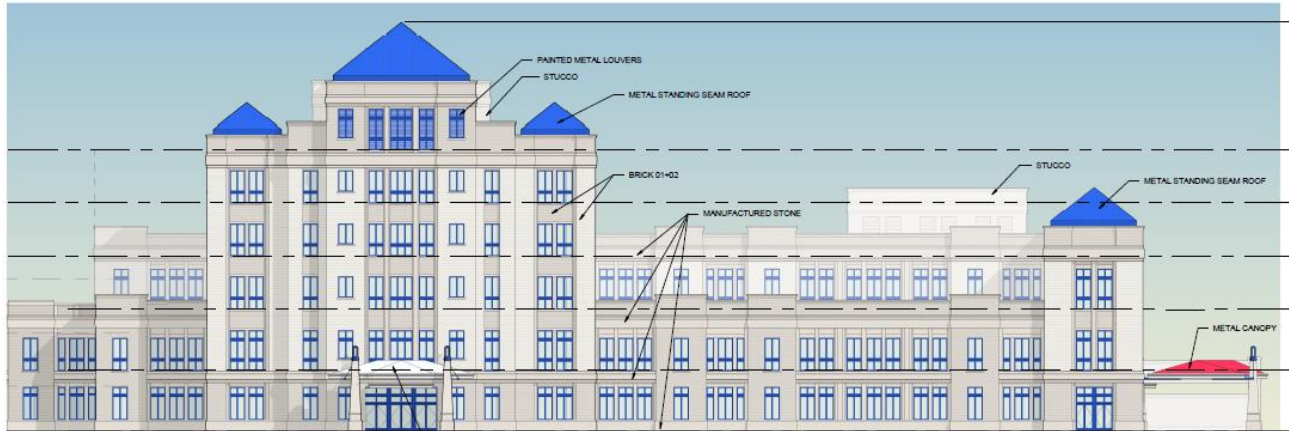


Proposed Hospital Area (230,000 sq. ft.)



South Elevation

(Note: Hospital elevations were not previously included in PD-91.)



2. **Parking** – With the increase in square feet for the Hospital, the applicant is proposing to eliminate the previously proposed parking garage and increase the amount of surface parking. The depicted number of off-street parking spaces meets the minimum standards of the Zoning Ordinance.

Exhibit A (Legal Description), Exhibit B (Purpose Statement), and Exhibit C (Development Standards) are not being modified.

Future Land Use Plan – The Future Land Use Plan recommends US 380 District for the property; the proposed amendment conforms to the Future Land Use Plan.

Thoroughfare Plan – The property has direct access to US 380, a six-lane divided thoroughfare. The zoning exhibit complies with the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not identify a park on the subject property.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by State Law. To date, Town staff has not received any Public Hearing Notice Reply Forms.

Attached Documents:

1. Aerial and Zoning Maps
2. Current Exhibits A, B, C, D, E, F, and G
3. Proposed Exhibits A, B, C, D, E, F, and G

Staff Recommendation:

Staff recommends approval of the request to amend Planned Development-91 (PD-91), for Cook Children's North Campus, on 23.7± acres, located on the northeast corner of US 380 and Windsong Parkway, to modify the concept plans to accommodate an increased hospital size and modified parking.

Planning & Zoning Commission Recommendation:

At their January 7, 2020 meeting, the Planning and Zoning Commission recommended the Town Council approve the request, by a vote of 6-0.

Proposed Motion:

I move to approve a request to amend Planned Development-91 (PD-91), for Cook Children's North Campus, on 23.7± acres, located on the northeast corner of US 380 and Windsong Parkway, to modify the concept plans to accommodate an increased hospital size and modified parking.



DALEA DR

Item 15.

PEQUIN DR

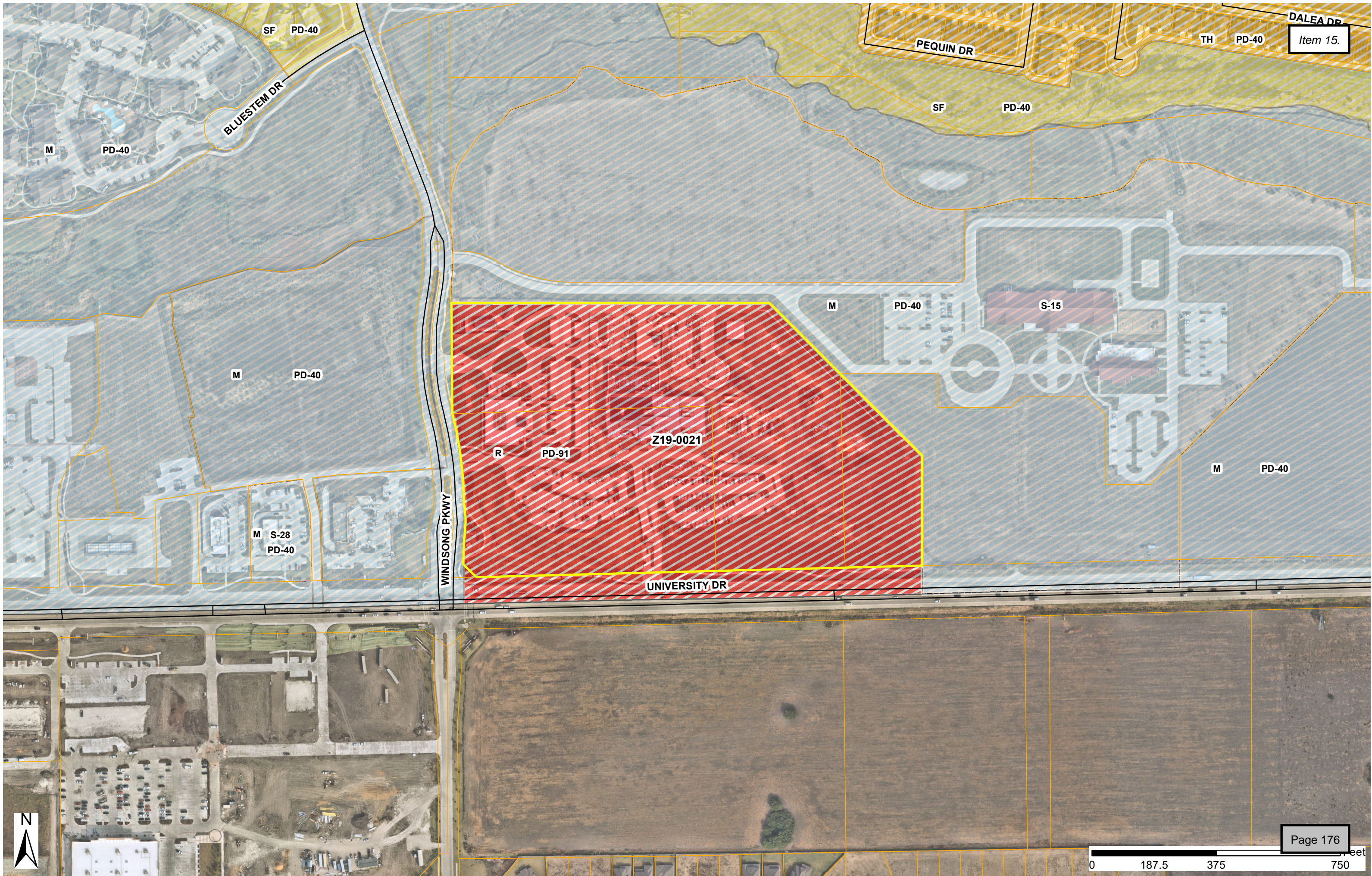
BLUESTEM DR

Z19-0021

WINDSONG PKWY

UNIVERSITY DR





SF PD-40

DALEA DR

Item 15.

PEQUIN DR

TH PD-40

BLUESTEM DR

SF PD-40

M PD-40

M PD-40

M PD-40

S-15

Z19-0021

R PD-91

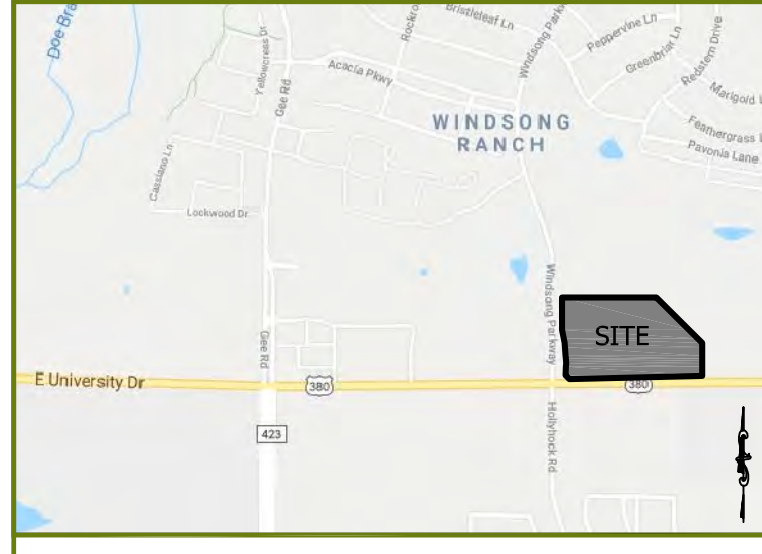
M PD-40

M S-28 PD-40

WINDSONG PKWY

UNIVERSITY DR





VICINITY MAP
NOT TO SCALE

Metes & Bounds
BEING a 23.65 acre tract of land situated in the J. Bates Survey, Abstract No. 1620, Town of Prosper, Denton County, Texas, and being all of the tract of land described in deed to Texas Republic Realty, LTD., as recorded in Document Number 2015-133915, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 23.65 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod for the common south corner of said Texas Republic tract and Lot 3, Block A, St. Martin De Porres, and addition to the Town of Prosper, according to the plat recorded in Document Number 2017-365, O.P.R.D.C.T., said corner being on the north right-of-way line of East University Avenue (US Highway 380) (variable width right-of-way) and having NAD83 grid coordinates of N: 7,130,435.97, E: 2,467,590.75;

THENCE South 88 degrees 36 minutes 03 seconds West, along said north right-of-way line, a distance of 1,346.18 feet to a point for corner, from which a found 5/8 inch iron rod with yellow cap stamped "SPIARS ENG" bears South 46 degrees 30 minutes 51 seconds East, a distance of 0.50 feet;

THENCE North 46 degrees 03 minutes 06 seconds West, departing said north right-of-way line, a distance of 54.10 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" on the east right-of-way line of Windsong Parkway (variable width right-of-way) as dedicated by plat recorded in Document Number 2014-248, O.P.R.D.C.T., for the beginning of a circular curve to the right, having a radius of 998.50 feet and a chord bearing and distance of North 02 degrees 17 minutes 25 seconds East, 89.59 feet;

THENCE along said east right-of-way line of Windsong Parkway, the following courses and distances:
Northerly along said circular curve to the right, through a central angle of 05 degrees 08 minutes 33 seconds, an arc distance of 89.62 feet to the end of said curve and the beginning of a circular curve to the left, having a radius of 1,101.50 feet and a chord bearing and distance of North 03 degrees 56 minutes 58 seconds East, 35.08 feet;

Northerly along said circular curve to the left, through a central angle of 01 degree 49 minutes 29 seconds, an arc distance of 35.08 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" for the end of said curve and the beginning of a circular curve to the left, having a radius of 211.50 feet and a chord bearing and distance of North 03 degrees 11 minutes 06 seconds West, 45.85 feet;

Northerly along said circular curve to the left, through a central angle of 12 degrees 26 minutes 43 seconds, an arc distance of 45.94 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" for the end of said curve and the beginning of a circular curve to the right, having a radius of 188.50 feet and a chord bearing and distance of North 05 degrees 06 minutes 37 seconds West, 28.25 feet;

Northerly along said circular curve to the right, through a central angle of 08 degrees 35 minutes 41 seconds, an arc distance of 28.28 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" for the end of said curve and the beginning of a circular curve to the left, having a radius of 1,095.00 feet and a chord bearing and distance of North 07 degrees 44 minutes 32 seconds West, 264.19 feet;

Northerly along said circular curve to the left, through a central angle of 13 degrees 51 minutes 27 seconds, an arc distance of 264.84 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" for the end of said curve;

THENCE North 00 degrees 26 minutes 06 seconds West, departing said east right-of-way line as dedicated by plat recorded in Document Number 2014-248, O.P.R.D.C.T., and along the west line of said Texas Republic tract, a distance of 329.58 feet to a found 5/8-inch iron rod with yellow cap stamped "BHB INC" for the common west corner of said Texas Republic tract and Lot 2, Block A, said St. Martin De Porres addition;

THENCE East, along the common line of said Texas Republic tract and said Lot 2, a distance of 959.90 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC. LP";

THENCE South 45 degrees 00 minutes 00 seconds East, continuing along said common line, at a distance of 302.71 feet passing the common west corner of said Lot 2 and said Lot 3, in all a distance of 653.34 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC. LP";

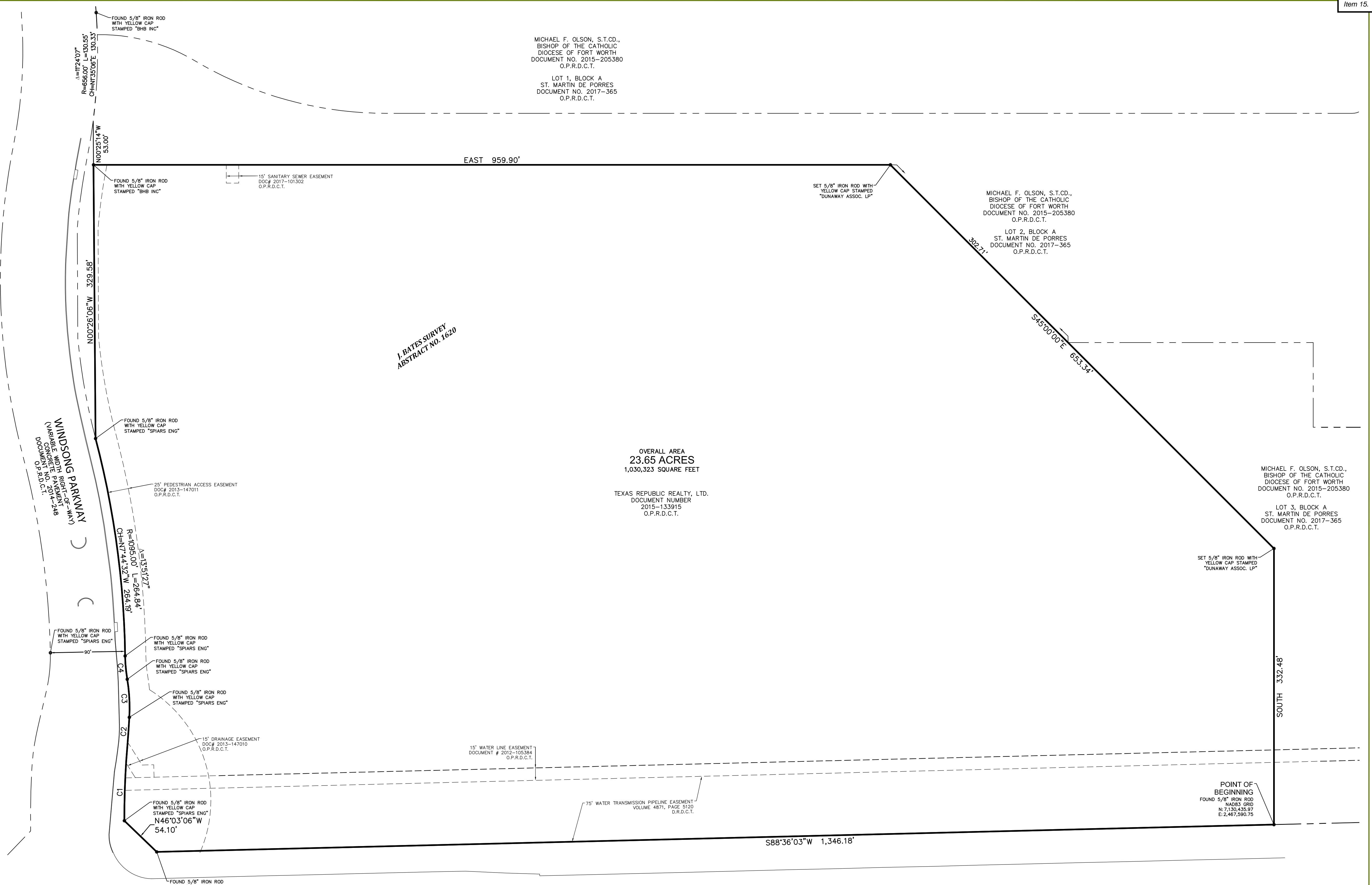
THENCE South, along the common line a said Texas Republic tract and said Lot 3, a distance of 332.48 feet to the POINT OF BEGINNING and containing 1,030,323 square feet or 23.65 acres of land.

NOTE:
1. The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999847313 was used for this project.

O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS

Curve Table				
Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	5°08'33"	998.50'	89.62'	N02°17'25"E 89.59'
C2	1°49'29"	1101.50'	35.08'	N03°56'58"E 35.08'
C3	12°26'43"	211.50'	45.94'	N03°11'06"W 45.85'
C4	8°35'41"	188.50'	28.28'	N05°06'37"W 28.25'

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



OVERALL AREA
23.65 ACRES
1,030,323 SQUARE FEET

TEXAS REPUBLIC REALTY, LTD.
DOCUMENT NUMBER
2015-133915
O.P.R.D.C.T.

MICHAEL F. OLSON, S.T.C.D.,
BISHOP OF THE CATHOLIC
DIOCESE OF FORT WORTH
DOCUMENT NO. 2015-205380
O.P.R.D.C.T.
LOT 1, BLOCK A
ST. MARTIN DE PORRES
DOCUMENT NO. 2017-365
O.P.R.D.C.T.

MICHAEL F. OLSON, S.T.C.D.,
BISHOP OF THE CATHOLIC
DIOCESE OF FORT WORTH
DOCUMENT NO. 2015-205380
O.P.R.D.C.T.
LOT 2, BLOCK A
ST. MARTIN DE PORRES
DOCUMENT NO. 2017-365
O.P.R.D.C.T.

MICHAEL F. OLSON, S.T.C.D.,
BISHOP OF THE CATHOLIC
DIOCESE OF FORT WORTH
DOCUMENT NO. 2015-205380
O.P.R.D.C.T.
LOT 3, BLOCK A
ST. MARTIN DE PORRES
DOCUMENT NO. 2017-365
O.P.R.D.C.T.

POINT OF BEGINNING
FOUND 5/8" IRON ROD
NAD83 GRID
N: 7,130,435.97
E: 2,467,590.75

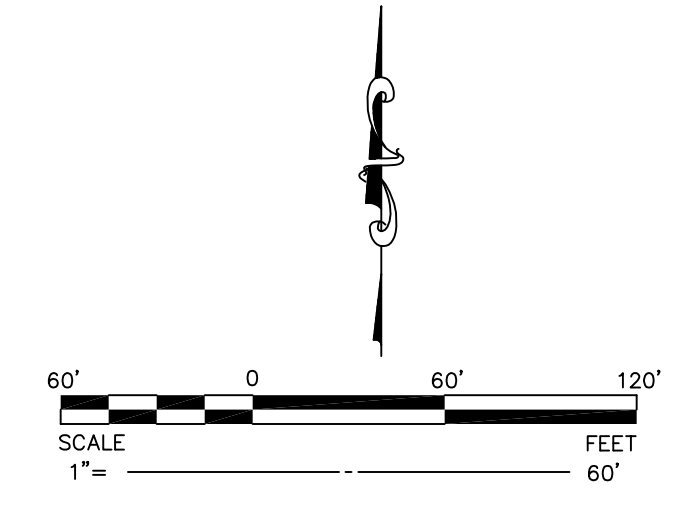


EXHIBIT A
CASE NO. Z18-0004
ZONING EXHIBIT
OF
23.65 ACRES

Situated in the J. Bates Survey, Abstract No. 1620,
Town of Prosper, Denton County, Texas

EXHIBIT "B"
Statement of Intent and Purpose

The property will be developed for a Primary Care Center, an Urgent Care Center, a Medical Office Building, an Ambulatory Surgery Center, a helistop, an Outpatient Imaging facility, a Data Center, a future Hospital, future outpatient services, and ancillary related uses such as wellness facilities and a parking garage.

EXHIBIT "C"

Development Standards

The base zoning district for this PD is the "R" Retail District. The development regulations and permitted uses for the Retail District shall regulate the development of the property, except as provided in this exhibit.

Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and Subdivision Ordinance (Ordinance No. 17-41 as it currently exists or may be amended) shall apply.

Building Height: Buildings shall be a maximum of five (5) stories, not to exceed seventy-five (75) feet in height. Additional height is necessary in medical office buildings for each floor to accommodate medical equipment. Seventy-five (75) feet in height will provide adequate height to allow five (5) stories at fifteen (15) feet each.

Ornamental features may exceed the maximum building height provided that the ornamental feature does not contain floor area. Ornamental features include, but are not limited to, architectural features, parapets, mechanical equipment, and chimneys.

Permitted Uses: All of the permitted uses in the "R" Retail District shall be allowed with the same provisions and restrictions including uses permitted by Specific Use Permit (SUP) and Conditional Uses (C). In addition, a Helistop shall be a permitted use without the requirement for a Specific Use Permit.

Customized Architectural Standards: Section 8.2 of the Town of Prosper Zoning Ordinance regulating the Exterior Appearance of Buildings and Structures shall be complied with except for the following:

- A. Permitted primary exterior materials shall include stucco.
- B. The architectural façade drawings for the buildings shall be the basis for the architectural articulation (both horizontal and vertical), wall projections and building lengths permitted within this planned development.
- C. The Cook Children's Medical Center signature blue standing-seam metal roofs and secondary green standing-seam metal roofs, and blue window mullions shall be allowed in this PD to compliment the neutrals, creams, and other non-reflective earth tone colors of the building.
- D. The elevations shall reflect horizontal features and capping on the stucco similar to the main façade of the building.

The following provisions shall apply within this Planned Development.

- The existing Windsong Community Entry monument signage, landscaping, and lighting shall be permitted and preserved as it exists.

- All surface parking lots shall have a landscape median strip with a minimum width of 6 f incorporated into the parking lot design to separate the parking area and drive aisle with dir connection to the street. One (1) tree shall be planted for every 35 linear feet of median.
- Intermittent berming outside the easements along US Highway 380 in the southeast corner of the project shall be required.

Item 15.

CONTRACTOR
LINBECK
1283 W. ROSEDALE STREET, SUITE 201
FORT WORTH, TX 76104

ARCHITECT
HKS, INC.
1000 MACON STREET, SUITE 150
FORT WORTH, TX 76102

STRUCTURAL / CIVIL ENGINEER
LANDSCAPE ARCHITECT
DUNAWAY ASSOCIATES, TX REG. FIRM F-1114
550 BAILEY AVE., SUITE 400
FORT WORTH, TX 76107

MEP ENGINEER
SMITH SECKMAN REID (SSR)
3100 MCKINNON ST., SUITE 550
DALLAS, TX 75201

INTERIOR
KELLER STUDIO
1283 W. ROSEDALE STREET, SUITE 201
FORT WORTH, TX 76104

MEDICAL EQUIPMENT
MITCHELL EQUIPMENT PLANNING SERVICES
630 DUNDAS SUITE 340
NORTHBROOK, IL 60062

CookChildren's
NORTH CAMPUS

PRELIMINARY
FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR
DESIGN REVIEW AND NOT
INTENDED FOR
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES. THEY
WERE PREPARED BY, OR
UNDER THE SUPERVISION OF:
JUSTIN T. WELLS
P.E. # 124970
DATE: 09/19/2019

KEY PLAN

REVISION
NO. DESCRIPTION DATE

HKS PROJECT NUMBER

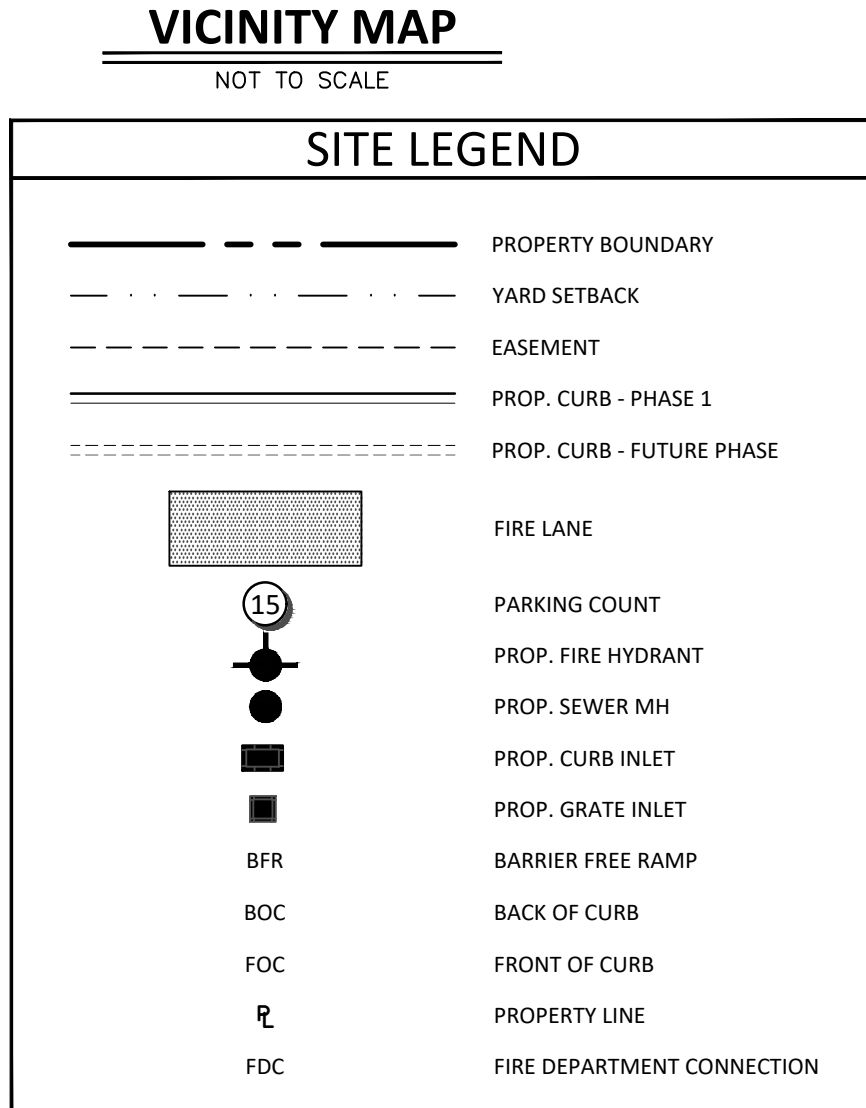
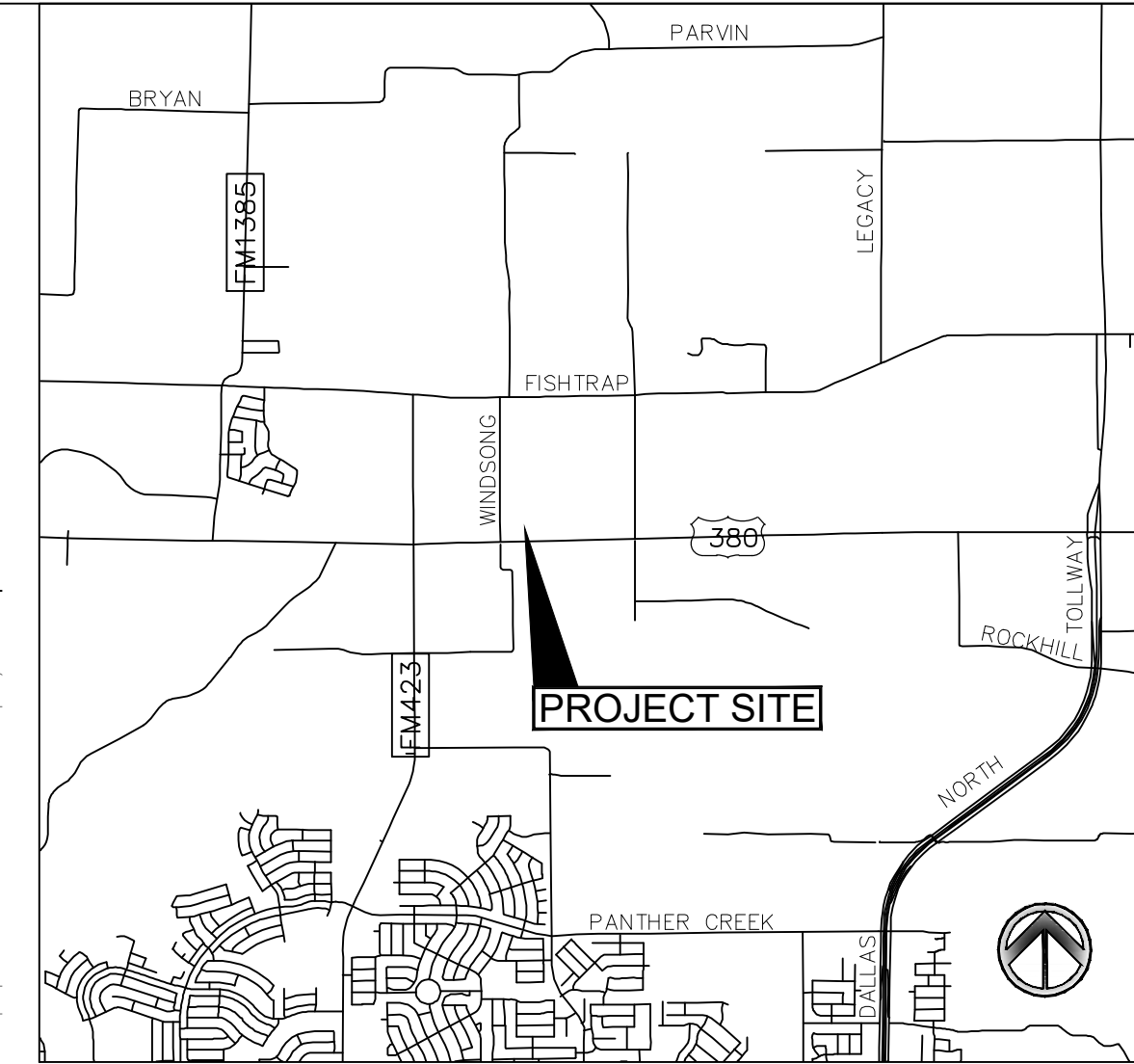
DATE
09/19/2019
ISSUE
PD

SHEET TITLE
EXHIBIT D

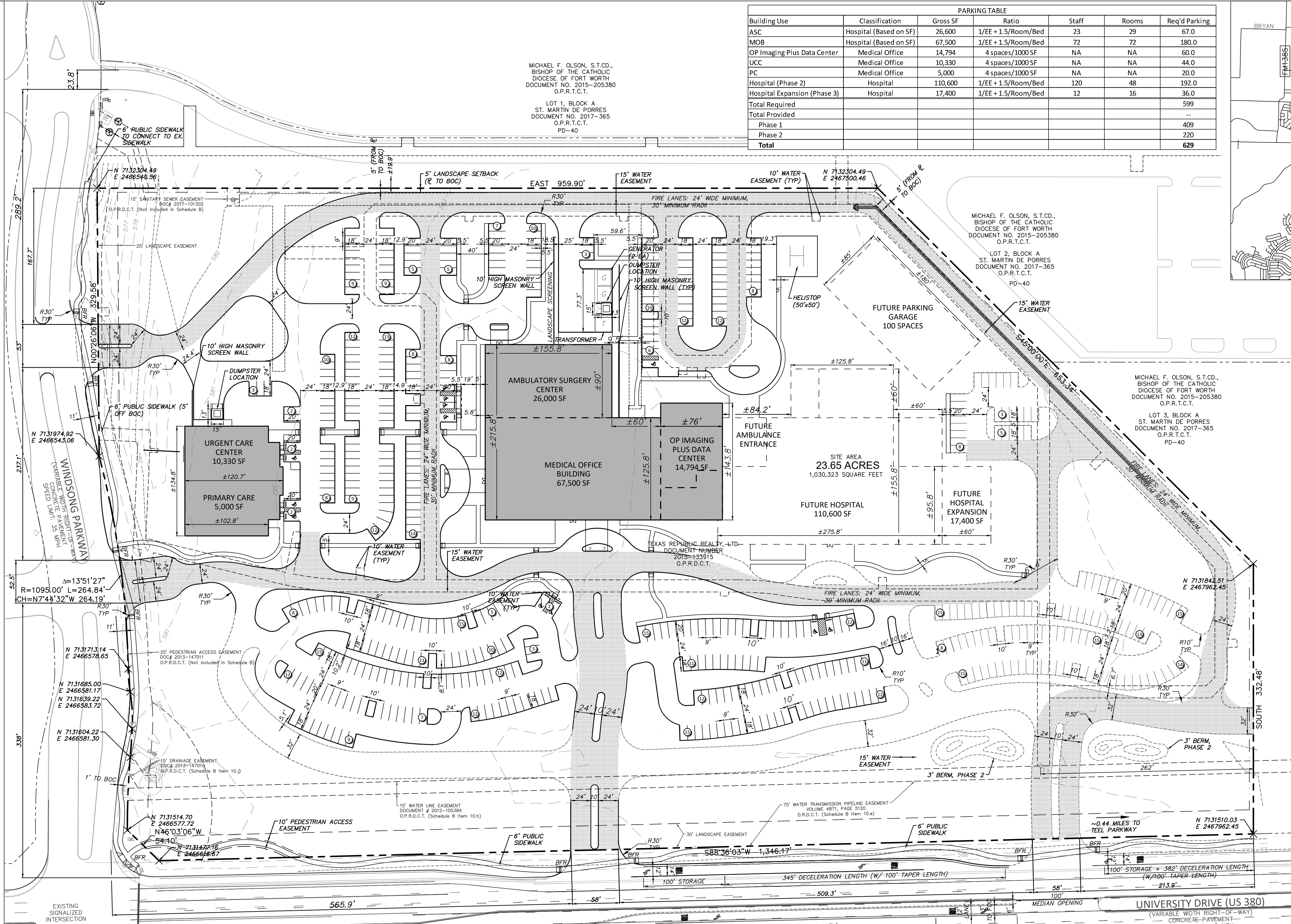
SHEET NO.

C1.0

PARKING TABLE with columns: Building Use, Classification, Gross SF, Ratio, Staff, Rooms, Req'd Parking. Includes rows for ASC, MOB, OP Imaging Plus Data Center, UCC, PC, Hospital (Phase 2), Hospital Expansion (Phase 3), Total Required, Total Provided, Phase 1, Phase 2, and Total.



SITE SUMMARY table with columns: Zoning, Proposed Use, Projected Lot Area (Gross), Building Area (S.F.), Building Height (Feet), etc.



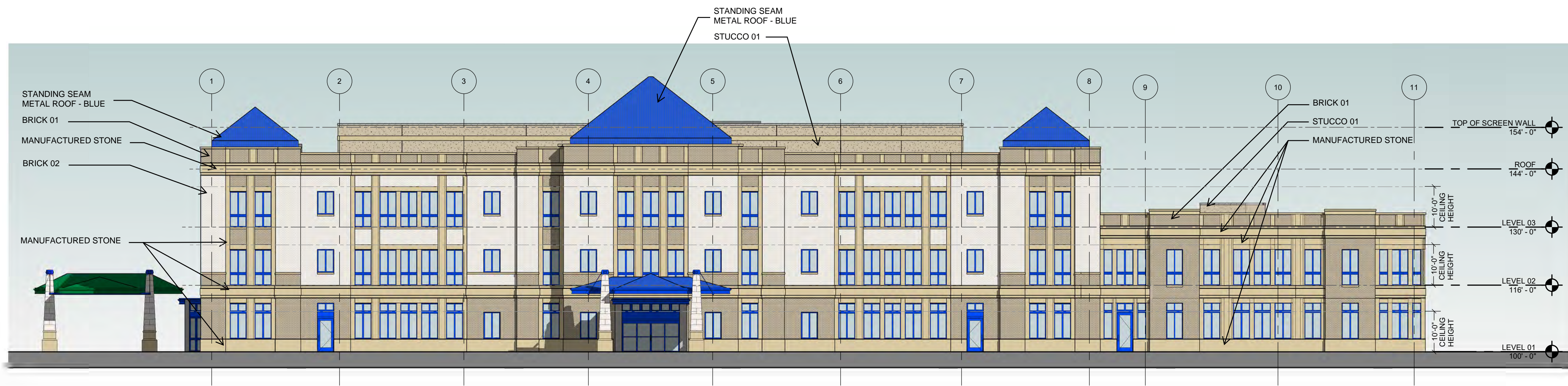
- NOTES: 1. ALL FIRE LANES SHALL BE A MINIMUM OF 24 FT AND SHALL HAVE A MINIMUM RADIUS OF 30 FT... 2. NO PART OF ANY BUILDING SHALL BE LESS THAN 150 FT FROM A FIRE LANE... 3. FIRE DEPARTMENT CONNECTIONS (FDC) SHALL BE A MINIMUM OF 50 FT FROM A FIRE HYDRANT...

EXHIBIT "E" Development Schedule

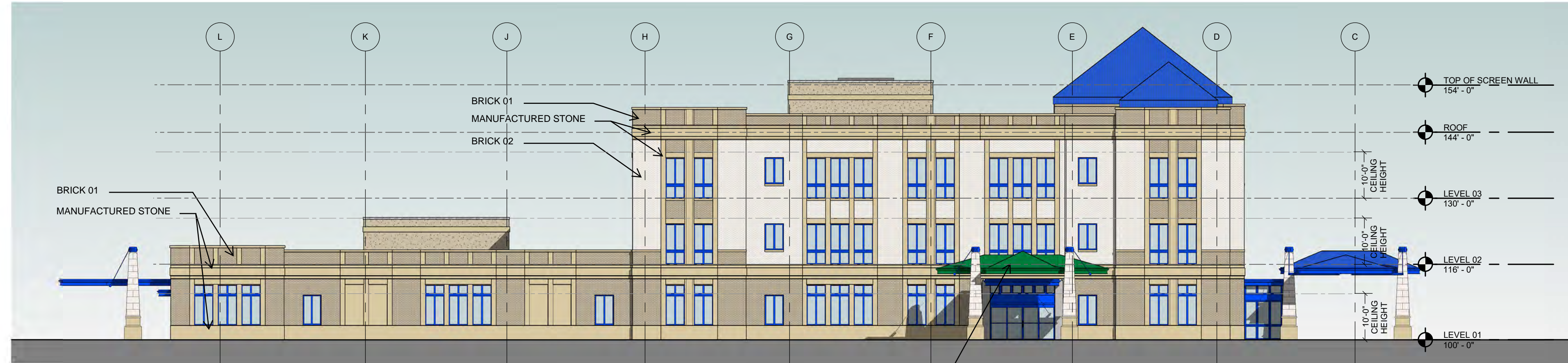
The anticipated schedule of development and approximate square footages of the uses and buildings are:

- **Phase 1:** The initial phase will consist of one building with a Primary Care Center (5,000 square feet) and a Urgent Care Center (10,330 square feet) and a second building with an Ambulatory Surgery Center (26,000 square feet), Medical Offices (67,500 square feet), Outpatient Imaging (10,000 square feet) and a Data Center (1,000 square feet) within the next two (2) years.
- **Phase 2:** An 110,600 square foot hospital and a 100 space parking garage within the next five (5) years.
- **Phase 3:** A 17,400 square foot hospital addition within the next twelve (12) years.

The development schedule, uses, and square footages are subject to change due to various factors beyond the control of the developer, such as market conditions, construction materials and labor availability and acts of nature, among others.



01 SOUTH ELEVATION - MEDICAL OFFICE BUILDING/ASC
1/16" = 1'-0"



02 WEST ELEVATION - MEDICAL OFFICE BUILDING/ASC
1/16" = 1'-0"

MATERIAL LEGEND

- MANUFACTURED STONE
- BRICK 01
- BRICK 02
- STUCCO 01 - TO MATCH BRICK 01

EXTERIOR MATERIALS

MOB/ASC SOUTH		
TOTAL SOLID	12,755 SF	80%
TOTAL GLAZING	3,107 SF	20%
TOTAL AREA	15,862 SF	100%
MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01	2,664	21%
BRICK 02	2,634	21%
MANUF. STONE 01	4,749	37%
STUCCO 01	2,708	21%
TOTAL BRICK	5,298	42%
TOTAL MANUF. STONE	4,749	37%
TOTAL STUCCO	2,708	21%

MOB/ASC WEST		
TOTAL SOLID	7,553 SF	80%
TOTAL GLAZING	1,848 SF	20%
TOTAL AREA	9,401 SF	100%
MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01	1,586	21%
BRICK 02	1,611	21%
MANUF. STONE 01	3,008	40%
STUCCO 01	1,348	18%
TOTAL BRICK	3,197	42%
TOTAL MANUF. STONE	3,008	40%
TOTAL STUCCO	1,348	18%

- This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspections Department.
- All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened by a parapet wall or screening wall. Screening walls shall meet the specifications of the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by the Building Inspections Department.
- Windows shall have a maximum exterior visible reflectivity of ten (10) percent.
- Any deviation from the approved Facade Plan will require reapproval by the Town.



03 PERSPECTIVE - SOUTHWEST CORNER MEDICAL OFFICE BUILDING/ASC



COOK CHILDREN'S EXISTING CAMPUS FOR REFERENCE

CONTRACTOR
LINBECK
1263 W. ROSEDALE STREET, SUITE 202
FORT WORTH, TX 76104

ARCHITECT
EXECUTIVE ARCHITECT & PEDIATRIC HEALTHCARE DESIGNER
HKS, INC.
1000 MACON STREET, SUITE 150
FORT WORTH, TX 76102

DESIGN ARCHITECT
DAVID M. SCHWARZ ARCHITECTS, INC.
1707 L ST. NW, SUITE #400
WASHINGTON, D.C. 20036

STRUCTURAL / CIVIL ENGINEER / LANDSCAPE ARCHITECT
DUNAWAY ASSOCIATES
550 BAILEY AVE, SUITE 400
FORT WORTH, TX 76107

MEPT ENGINEER
SMITH SECKMAN REID (SSR)
3100 MCKINNON ST., SUITE 550
DALLAS, TX 75201
F - 002874

INTERIOR DESIGNER
KELLER STUDIO INC.
1263 W. ROSEDALE STREET, SUITE 101
FORT WORTH, TX 76104

MEDICAL EQUIPMENT
MITCHELL EQUIPMENT PLANNING SERVICES
630 DUNDEE, SUITE 340
NORTHBROOK, IL 60062

CookChildren's
NORTH CAMPUS
MOB / OP IMAGING

INTERIM REVIEW ONLY
These documents are incomplete, and are released for interim review only and are not intended for regulatory approval, permit, or construction purposes.
Architect: NORMAN TILMAN MORGAN
Arch. Reg. No.: T4364
Date: 09/19/2019

KEY PLAN

REVISION
NO. DESCRIPTION DATE

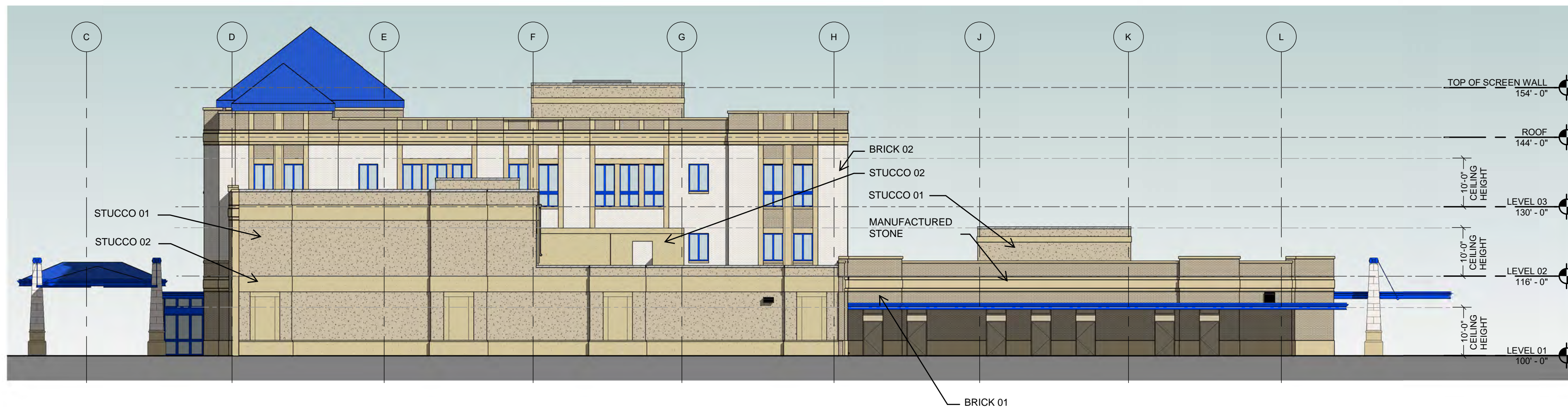
HKS PROJECT NUMBER
21151.002
DATE
09/19/2019
ISSUE
EXHIBIT F

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NO.



01 NORTH ELEVATION - MEDICAL OFFICE BUILDING/ASC
1/16" = 1'-0"



02 EAST ELEVATION - MEDICAL OFFICE BUILDING/ASC
1/16" = 1'-0"

MATERIAL LEGEND

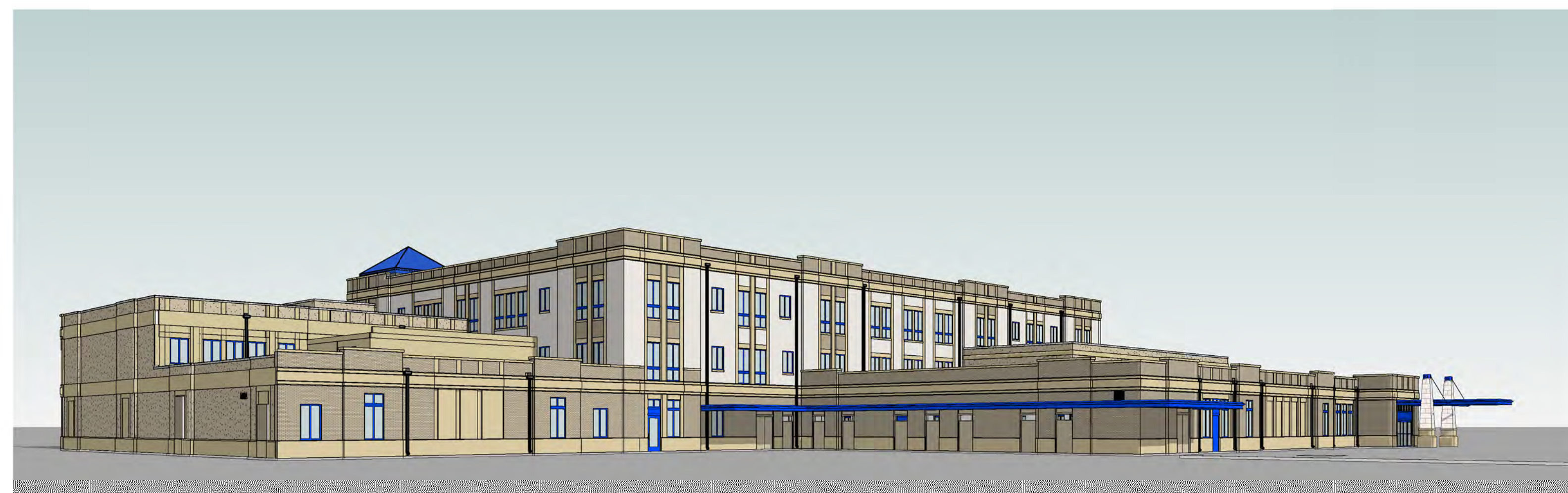
- MANUFACTURED STONE
- BRICK 01
- BRICK 02
- STUCCO 01 - TO MATCH BRICK 01

EXTERIOR MATERIALS

MOB/ASC NORTH		
TOTAL SOLID	13,340 SF	85%
TOTAL GLAZING	2,429 SF	15%
TOTAL AREA	15,769 SF	100%
PERCENTAGE OF SOLID FACADE		
BRICK 01	2,838	21%
BRICK 02	2,998	22%
MANUF. STONE 01	4,409	33%
STUCCO 01	3,095	24%
TOTAL BRICK	5,836	44%
TOTAL MANUF. STONE	4,409	33%
TOTAL STUCCO	3,095	23%

MOB/ASC EAST		
TOTAL SOLID	9,260 SF	87%
TOTAL GLAZING	1,400 SF	13%
TOTAL AREA	10,660 SF	100%
PERCENTAGE OF SOLID FACADE		
BRICK 01	2,294	25%
BRICK 02	1,662	18%
MANUF. STONE 01	3,107	34%
STUCCO 01	2,197	23%
TOTAL BRICK	3,956	43%
TOTAL MANUF. STONE	3,107	34%
TOTAL STUCCO	2,197	23%

- This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspections Department.
- All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened by a parapet wall or screening wall. Screening walls shall meet the specifications of the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by the Building Inspections Department.
- Windows shall have a maximum exterior visible reflectivity of ten (10) percent.
- Any deviation from the approved Facade Plan will require reapproval by the Town.



03 PERSPECTIVE - NORTHEAST CORNER MEDICAL OFFICE BUILDING/ASC



COOK CHILDREN'S EXISTING CAMPUS FOR REFERENCE

CONTRACTOR

LINBECK
1263 W. ROSEDALE STREET, SUITE 202
FORT WORTH, TX 76104

ARCHITECT

EXECUTIVE ARCHITECT & PEDIATRIC
HEALTHCARE DESIGNER
HKS, INC.
1000 MACON STREET, SUITE 150
FORT WORTH, TX 76102

DESIGN ARCHITECT

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1707 L ST. NW, SUITE #400
WASHINGTON, D.C. 20036

**STRUCTURAL / CIVIL ENGINEER/
LANDSCAPE ARCHITECT**

DUNAWAY ASSOCIATES
550 BAILEY AVE, SUITE 400
FORT WORTH, TX 76107

MEPT ENGINEER

SMITH SECKMAN REID (SSR)
3100 MCKINNON ST., SUITE 550
DALLAS, TX 75201
F - 002874

INTERIOR DESIGNER

KELLER STUDIO INC.
1263 W. ROSEDALE STREET, SUITE 101
FORT WORTH, TX 76104

MEDICAL EQUIPMENT

MITCHELL EQUIPMENT PLANNING SERVICES
630 DUNDEE, SUITE 340
NORTHBROOK, IL 60062



INTERIM REVIEW ONLY

These documents are incomplete, and are released for interim review only and are not intended for regulatory approval, permit, or construction purposes.
Architect: NORMAN TILMAN MORGAN
Arch. Reg. No.: 74364
Date: 09/19/2019

KEY PLAN

REVISION

NO.	DESCRIPTION	DATE

HKS PROJECT NUMBER

21151.002

DATE

09/19/2019

ISSUE

EXHIBIT F

SHEET TITLE

EXTERIOR ELEVATIONS

EXTERIOR ELEVATIONS

SHEET NO.

SP1.01

Page 184

CONTRACTOR

LINBECK
1283 W. ROSEDALE STREET, SUITE 201
FORT WORTH, TX 76104

ARCHITECT

HKS, INC.
1000 MACON STREET, SUITE 150
FORT WORTH, TX 76102

STRUCTURAL / CIVIL ENGINEER /

LANDSCAPE ARCHITECT
DUNAWAY ASSOCIATES, TX REG. FIRM F-1114
550 BAILEY AVE, SUITE 400
FORT WORTH, TX 76107

MEP ENGINEER

SMITH SECKMAN REID (SSR)
3100 McKINNON ST., SUITE 550
DALLAS, TX 75201

INTERIOR

KELLER STUDIO
1283 W. ROSEDALE STREET, SUITE 201
FORT WORTH, TX 76104

MEDICAL EQUIPMENT

MITCHELL EQUIPMENT PLANNING SERVICES
630 DUNDEE, SUITE 340
NORTHBROOK, IL, 60062

CookChildren's NORTH CAMPUS
PRELIMINARY FOR REVIEW ONLY
These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of: Anita M. Beard L.A.#2953

KEY PLAN

REVISION NO. DESCRIPTION DATE

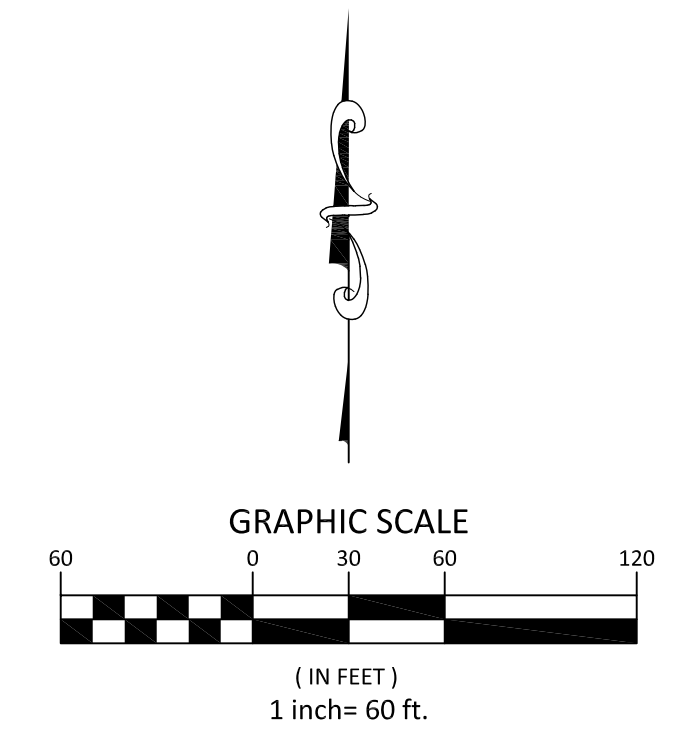
HKS PROJECT NUMBER
DATE 08/15/2018
ISSUE PD
SHEET TITLE EXHIBIT G
SHEET NO.

LANDSCAPE SITE DATA
Penimeter Requirements
US 380 MOU
Windsonga PKWY
Non-Residential adjacency
Interior Parking Requirements

REFER TO SHEET L1.2 FOR COMPLETE PLANT SCHEDULE.
REFER TO SHEET L1.3 FOR TYPICAL PLANTING DETAILS.

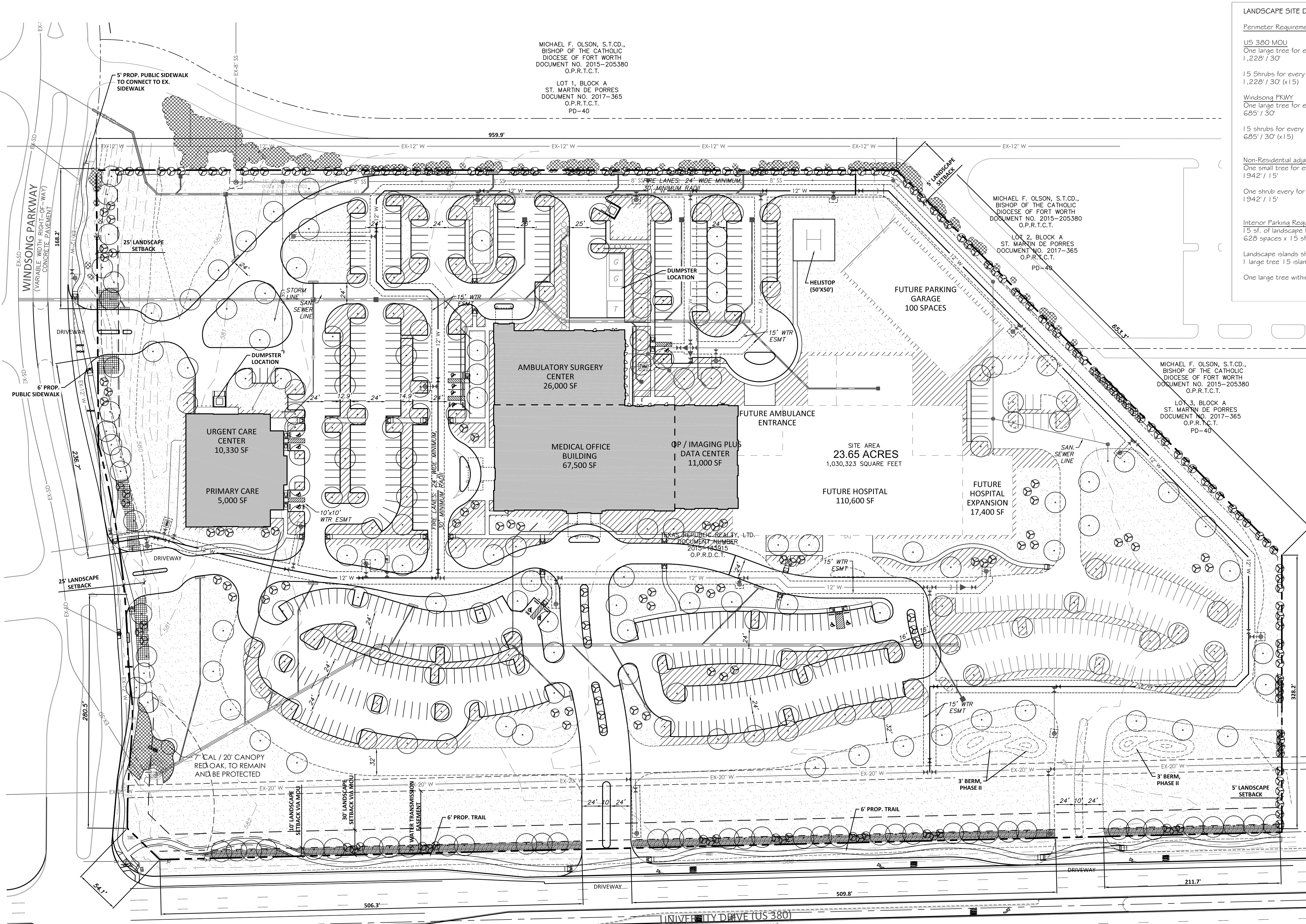
SITE LEGEND
PROPERTY BOUNDARY
YARD SETBACK
EASEMENT
FIRE LANE
PARKING COUNT
BARRIER FREE RAMP
VEGETATION AREA TO REMAIN

SITE SUMMARY
Zoning PD-40
Proposed Use Medical Office
Projected Lot Area (Gross) 23.65 AC
Building Area (S.F.) 244,661
Building Height (Feet) 67.33
Building Height (Number of Stories) 3 (max)
Lot Coverage (%) 13.3%



COOK CHILDREN'S NORTH CAMPUS
TRACT 9A & 9B, BATES SURVEY
ABSTRACT NO. 1620
CASE #218-0054
23.65 ACRES
05/11/2018

OWNER: COOK CHILDREN'S MEDICAL CENTER
APPLICANT: DUNAWAY ASSOCIATES, L.P.



- TOWN OF PROSPER LANDSCAPE NOTES
1. Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.

- 12. A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2" from the trunk of the tree.

- plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Prosper.

CONTRACTOR
LINBECK
1263 W. ROSEDALE STREET, SUITE 201
FORT WORTH, TX 76104

ARCHITECT
HKS, INC.
1000 MACON STREET, SUITE 150
FORT WORTH, TX 76102

**STRUCTURAL / CIVIL ENGINEER
LANDSCAPE ARCHITECT**
DUNAWAY ASSOCIATES, TX REG. FIRM F-1114
550 BAILEY AVE, SUITE 400
FORT WORTH, TX 76107

MEP ENGINEER
SMITH SECKMAN REID (SSR)
3100 MARINON ST., SUITE 550
DALLAS, TX 75201

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CookChildren's
NORTH CAMPUS

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Anita M. Beard
L.A.#2953

KEY PLAN

REVISION
NO. DESCRIPTION DATE

HKS PROJECT NUMBER

DATE
07/03/2018
ISSUE
PD

SHEET TITLE
EXHIBIT G

SHEET NO.

L1.2

ANTICIPATED SPECIES LIST

TREES	CATEGORY	CODE
Blue Point Juniper*	Small Canopy	*
Cherry Laurel*	Small Canopy	*
Crepe Myrtle*	Small Canopy	*
Wax Myrtle*	Small Canopy	*
Wichita Juniper*	Small Canopy	*
Afghan Pine	Large Canopy	
Bald Cypress	Large Canopy	
Bigelow Oak	Large Canopy	
Cedar Elm	Large Canopy	
Chinese Pistache	Large Canopy	
Chinquapin Oak	Large Canopy	
Lacy Oak	Large Canopy	
Shantung Maple	Large Canopy	
Western Soapberry	Large Canopy	
Carolina Buckhorn	Small Canopy	
Eve's Necklace	Small Canopy	
Mexican Buckeye	Small Canopy	
Possumhaw Holly	Small Canopy	
Roughleaf Dogwood	Small Canopy	
Texas Persimmon	Small Canopy	
Texas Redbud	Small Canopy	
Vitex	Small Canopy	
Yaupon	Small Canopy	
Chinese Photinia"	Shrub	"
Cleвера"	Shrub	"
Elaeagnus"	Shrub	"
Foster Holly"	Shrub	"
Dwarf Glossy Abelia*	Shrub	*
Dwarf Indian Hawthorn*	Shrub	*
Barberry*	Shrub	*
Dwarf Spirea*	Shrub	*
Dwarf Texas Sage*	Shrub	*
Dwarf Wax Myrtle*	Shrub	*
Dwarf Yaupon*	Shrub	*
Coral Berry*	Shrub	*
Crimson Pygmy Barberry*	Shrub	*
Dwarf Burford Holly*	Shrub	*
Dwarf Chinese Holly*	Shrub	*
Hypericum*	Shrub	*
American Beautyberry	Shrub	
Argarita	Shrub	
Aromatic Sumac	Shrub	
Dwarf Pomegranate	Shrub	
Bridal Wreath Spirea	Shrub	
Burford Holly	Shrub	
Compact Nandina	Shrub	
Flowering Quince	Shrub	
Forsythia	Shrub	
Glossy Abelia	Shrub	
Dwarf Burning Bush	Shrub	
Harbor Dwarf Nandina	Shrub	
Dwarf Crepe Myrtle	Shrub	
Indian Hawthorn	Shrub	

Asiatic Jasmine	Groundcover
Avens, White	Groundcover
Frog Fruit	Groundcover
Ground Ivy	Groundcover
Hardy Plumbago	Groundcover
Horse herb	Groundcover
Liriope or Lily Turf	Groundcover
Mondo or Monkey Grass	Groundcover
Pigeonberry	Groundcover
Purpleleaf Euonymus	Groundcover
Santolina	Groundcover
Snake Herb	Groundcover
Wood Violet	Groundcover
Autumn Blush Muhly	Ornamental Grasses
Big Bluestem	Ornamental Grasses
Black Fountain Grass	Ornamental Grasses
Blue Grama	Ornamental Grasses
Broomsedge	Ornamental Grasses
Bushy Bluestem	Ornamental Grasses
Canada Wildrye	Ornamental Grasses
Dwarf Maiden Grass	Ornamental Grasses
Dwarf Pampas Grass	Ornamental Grasses
Eastern Gamma Grass	Ornamental Grasses
Feather Reed Grass	Ornamental Grasses
Hamelin's Fountain Grass	Ornamental Grasses
Indiangrass	Ornamental Grasses
Inland Sea-Oats	Ornamental Grasses
Lindheimer's Muhly	Ornamental Grasses
Little Bluestem	Ornamental Grasses
Maiden Grass	Ornamental Grasses
Morning Light Maiden	Ornamental Grasses
Ravenna Grass Turf	Ornamental Grasses
Sideoats Grama	Ornamental Grasses
Silver Bluestem	Ornamental Grasses
Splitbeard Bluestem	Ornamental Grasses
Standard Fountain Grass	Ornamental Grasses
Switchgrass	Ornamental Grasses
Variegated Japanese	Ornamental Grasses
Silver Grass	Ornamental Grasses
Zebra Grass	Ornamental Grasses

Shrub Key	
Asterisk *	May be planted in front of any parking spaces facing US Highway 380.
Quote "	May only be planted in the first 10' north of the Right-of-Way adjacent to US Highway 380

PLANT SCHEDULE NON-RESIDENTIAL

TREES	QTY	COMMON NAME	BOTANICAL NAME	CAL.	CONT.	HEIGHT	SPREAD		
	130	SMC	SMALL CANOPY TREE	3" MIN.	30 GAL	8'-10'	6'-8'		
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT.	SPREAD	SPACING	REMARKS	SPACING
	236	LSB	LSB	5 GAL	24"-36"	18"-24"	36"OC	SEE ANTICIPATED SPECIES LIST.	36" o.c.
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HEIGHT	SPREAD	SPACING		
	11,529 SF	BERMUDA GRASS	CYNODON DACTYLON	SOLID SOD	NA	NA	NA		

PLANT SCHEDULE US 380

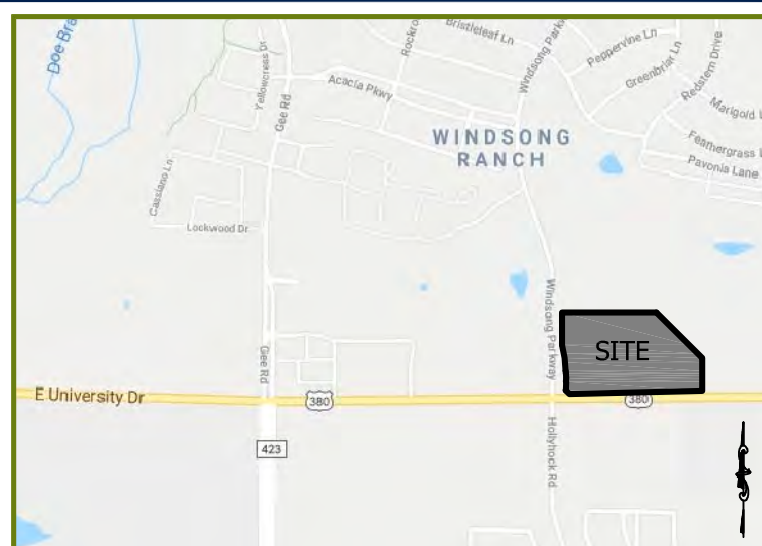
TREES	QTY	COMMON NAME	BOTANICAL NAME	CAL.	CONT.	HEIGHT	SPREAD		
	39	LRG	LARGE CANOPY TREE	3" MIN.	45 GAL	8'-10'	6'-8'		
	21	SMC	SMALL CANOPY TREE	3" MIN.	30 GAL	8'-10'	6'-8'		
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT.	SPREAD	SPACING	REMARKS	SPACING
	1,294	US 380	US 380	5 GAL	24"-36"	18"-24"	36"OC	SEE ANTICIPATED SPECIES LIST.	36" o.c.
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HEIGHT	SPREAD	SPACING		
	21,743 SF	BERMUDA GRASS	CYNODON DACTYLON	SOLID SOD	NA	NA	NA		

PLANT SCHEDULE WINDSONG PKWY

TREES	QTY	COMMON NAME	BOTANICAL NAME	CAL.	CONT.	HEIGHT	SPREAD		
	18	LRG	LARGE CANOPY TREE	3" MIN.	45 GAL	8'-10'	6'-8'		
	15	SMC	SMALL CANOPY TREE	3" MIN.	30 GAL	8'-10'	6'-8'		
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT.	SPREAD	SPACING	REMARKS	SPACING
	401	WSG	WINDSONG	5 GAL	24"-36"	18"-24"	36"OC	SEE ANTICIPATED SPECIES LIST.	36" o.c.
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HEIGHT	SPREAD	SPACING		
	7,232 SF	BERMUDA GRASS	CYNODON DACTYLON	SOLID SOD	NA	NA	NA		

PLANT SCHEDULE INTERIOR

TREES	QTY	COMMON NAME	BOTANICAL NAME	CAL.	CONT.	HEIGHT	SPREAD		
	133	LRG	LARGE CANOPY TREE	3" MIN.	45 GAL	8'-10'	6'-8'		
	65	SMC	SMALL CANOPY TREE	3" MIN.	30 GAL	8'-10'	6'-8'		
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME						
	24	ISS	INTERIOR SCREENING SHRUB						
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT.	SPREAD	SPACING	REMARKS	SPACING
	827,407 SF	INT	INTERIOR	5 GAL	24"-36"	18"-24"	36"OC	SEE ANTICIPATED SPECIES LIST.	36" o.c.
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HEIGHT	SPREAD	SPACING		
	189,791 SF	BERMUDA GRASS	CYNODON DACTYLON	SOLID SOD	NA	NA	NA		



VICINITY MAP
NOT TO SCALE

Metes & Bounds
BEING a 23.65 acre tract of land situated in the J. Bates Survey, Abstract No. 1620, Town of Prosper, Denton County, Texas, and being all of the tract of land described in deed to Texas Republic Realty, LTD., as recorded in Document Number 2015-133915, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 23.65 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod for the common south corner of said Texas Republic tract and Lot 3, Block A, St. Martin De Porres, and addition to the Town of Prosper, according to the plat recorded in Document Number 2017-365, O.P.R.D.C.T., said corner being on the north right-of-way line of East University Avenue (US Highway 380) (variable width right-of-way) and having NAD83 grid coordinates of N: 7,130,435.97, E: 2,467,590.75;

THENCE South 88 degrees 36 minutes 03 seconds West, along said north right-of-way line, a distance of 1,346.18 feet to a point for corner, from which a found 5/8 inch iron rod with yellow cap stamped "SPIARS ENG" bears South 46 degrees 30 minutes 51 seconds East, a distance of 0.50 feet;

THENCE North 46 degrees 03 minutes 06 seconds West, departing said north right-of-way line, a distance of 54.10 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" on the east right-of-way line of Windsong Parkway (variable width right-of-way) as dedicated by plat recorded in Document Number 2014-248, O.P.R.D.C.T., for the beginning of a circular curve to the right, having a radius of 998.50 feet and a chord bearing and distance of North 02 degrees 17 minutes 25 seconds East, 89.59 feet;

THENCE along said east right-of-way line of Windsong Parkway, the following courses and distances:
Northerly along said circular curve to the right, through a central angle of 05 degrees 08 minutes 33 seconds, an arc distance of 89.62 feet to the end of said curve and the beginning of a circular curve to the left, having a radius of 1,101.50 feet and a chord bearing and distance of North 03 degrees 56 minutes 58 seconds East, 35.08 feet;

Northerly along said circular curve to the left, through a central angle of 01 degree 49 minutes 29 seconds, an arc distance of 35.08 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" for the end of said curve and the beginning of a circular curve to the left, having a radius of 211.50 feet and a chord bearing and distance of North 03 degrees 11 minutes 06 seconds West, 45.85 feet;

Northerly along said circular curve to the left, through a central angle of 12 degrees 26 minutes 43 seconds, an arc distance of 45.94 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" for the end of said curve and the beginning of a circular curve to the right, having a radius of 188.50 feet and a chord bearing and distance of North 05 degrees 06 minutes 37 seconds West, 28.25 feet;

Northerly along said circular curve to the right, through a central angle of 08 degrees 35 minutes 41 seconds, an arc distance of 28.28 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" for the end of said curve and the beginning of a circular curve to the left, having a radius of 1,095.00 feet and a chord bearing and distance of North 07 degrees 44 minutes 32 seconds West, 264.19 feet;

Northerly along said circular curve to the left, through a central angle of 13 degrees 51 minutes 27 seconds, an arc distance of 264.84 feet to a found 5/8-inch iron rod with yellow cap stamped "SPIARS ENG" for the end of said curve;

THENCE North 00 degrees 26 minutes 06 seconds West, departing said east right-of-way line as dedicated by plat recorded in Document Number 2014-248, O.P.R.D.C.T., and along the west line of said Texas Republic tract, a distance of 329.58 feet to a found 5/8-inch iron rod with yellow cap stamped "BHB INC" for the common west corner of said Texas Republic tract and Lot 2, Block A, said St. Martin De Porres addition;

THENCE East, along the common line of said Texas Republic tract and said Lot 2, a distance of 959.90 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC. LP";

THENCE South 45 degrees 00 minutes 00 seconds East, continuing along said common line, at a distance of 302.71 feet passing the common west corner of said Lot 2 and said Lot 3, in all a distance of 653.34 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC. LP";

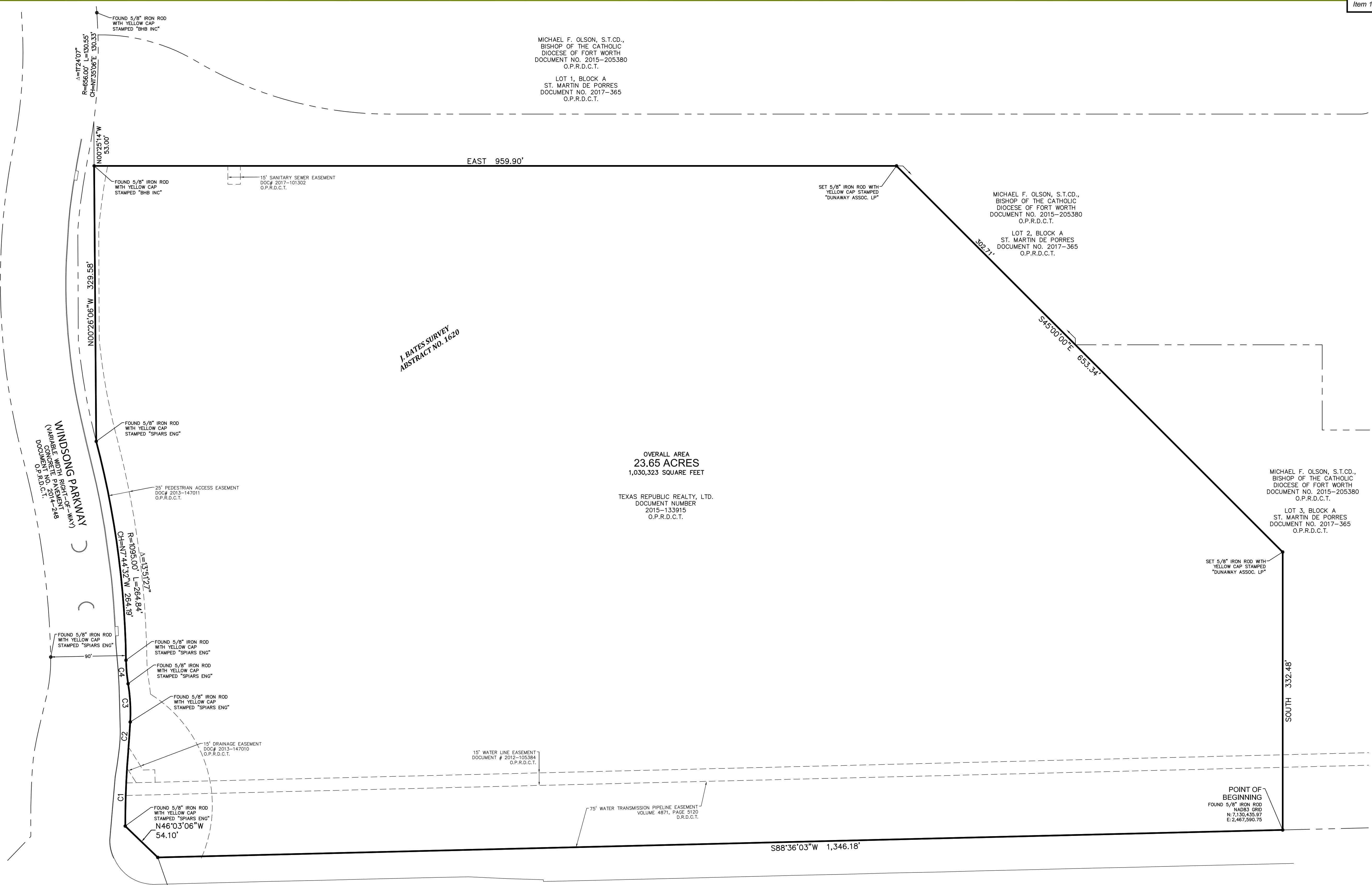
THENCE South, along the common line a said Texas Republic tract and said Lot 3, a distance of 332.48 feet to the POINT OF BEGINNING and containing 1,030,323 square feet or 23.65 acres of land.

NOTE:
1. The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999847313 was used for this project.

O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS

Curve Table				
Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	5°08'33"	998.50'	89.62'	N02°17'25"E 89.59'
C2	1°49'29"	1101.50'	35.08'	N03°56'58"E 35.08'
C3	12°26'43"	211.50'	45.94'	N03°11'06"W 45.85'
C4	8°35'41"	188.50'	28.28'	N05°06'37"W 28.25'

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



OVERALL AREA
23.65 ACRES
1,030,323 SQUARE FEET

TEXAS REPUBLIC REALTY, LTD.
DOCUMENT NUMBER
2015-133915
O.P.R.D.C.T.

MICHAEL F. OLSON, S.T.C.D.,
BISHOP OF THE CATHOLIC
DIOCESE OF FORT WORTH
DOCUMENT NO. 2015-205380
O.P.R.D.C.T.
LOT 1, BLOCK A
ST. MARTIN DE PORRES
DOCUMENT NO. 2017-365
O.P.R.D.C.T.

MICHAEL F. OLSON, S.T.C.D.,
BISHOP OF THE CATHOLIC
DIOCESE OF FORT WORTH
DOCUMENT NO. 2015-205380
O.P.R.D.C.T.
LOT 2, BLOCK A
ST. MARTIN DE PORRES
DOCUMENT NO. 2017-365
O.P.R.D.C.T.

MICHAEL F. OLSON, S.T.C.D.,
BISHOP OF THE CATHOLIC
DIOCESE OF FORT WORTH
DOCUMENT NO. 2015-205380
O.P.R.D.C.T.
LOT 3, BLOCK A
ST. MARTIN DE PORRES
DOCUMENT NO. 2017-365
O.P.R.D.C.T.

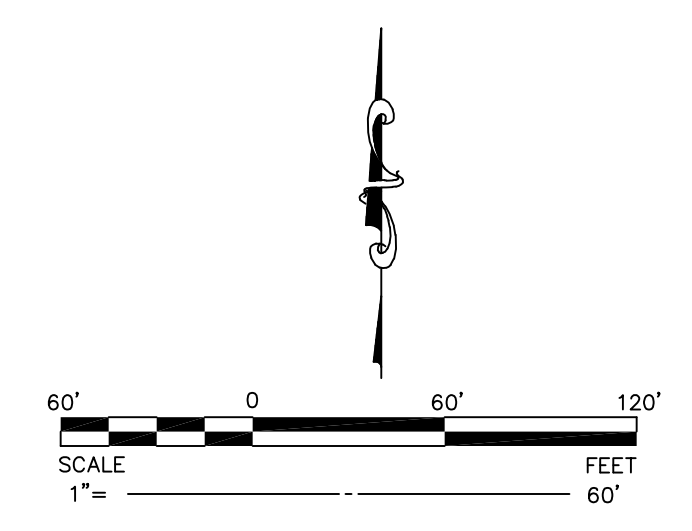


EXHIBIT A
CASE NO. Z19-0021
ZONING EXHIBIT
OF
23.65 ACRES

Situated in the J. Bates Survey, Abstract No. 1620,
Town of Prosper, Denton County, Texas

Z19-0021

EXHIBIT "B"

Statement of Intent and Purpose

The primary use of the property will be for Primary Care Center, an Urgent Care Center, a Medical Office Building, an Ambulatory Surgery Center, a helistop, an Outpatient Imaging facility, a Data Center, a Hospital, and ancillary related uses such as parking, landscaping and open space.

Z19-0021**EXHIBIT "C"
Development Standards**

The base zoning district for this PD is the "R" Retail District. The development regulations and permitted uses for the Retail District shall regulate the development of the property, except as provided in this exhibit.

Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and Subdivision Ordinance (Ordinance No. 17-41 as it currently exists or may be amended) shall apply.

Building Height: Buildings shall be a maximum of five (5) stories, not to exceed seventy-five (75) feet in height. Additional height is needed in medical buildings for each floor to accommodate medical equipment. Seventy-five (75) feet in height will provide adequate height to allow five (5) stories at fifteen (15) feet each.

Ornamental features may exceed the maximum building height provided that the ornamental feature does not contain floor area. Ornamental features include, but are not limited to, architectural features, parapets, mechanical equipment, and chimneys.

Permitted Uses: All of the permitted uses in the "R" Retail District shall be allowed with the same provisions and restrictions including uses permitted by Specific Uses Permit (SUP) and Conditional Uses (C). In addition, a Helistop shall be a permitted use without the requirement for a Specific Use Permit.

Customized Architectural Standards: Section 8.2 of the Town of Prosper Zoning Ordinance regulating the Exterior Appearance of Buildings and Structures shall be complied with except for the following:

- A. Permitted primary exterior materials shall include stucco.
- B. The architectural façade drawings for the buildings shall be the basis for the architectural articulation (both horizontal and vertical), wall projections and building lengths permitted within this planned development.
- C. The Cook Children's Medical Center signature blue and clear standing-seam metal roofs and secondary green and red standing-seam metal roofs, and blue window mullions shall be allowed in this PD to compliment the neutrals, creams, and other non-reflective earth tone colors of the building.
- D. The elevations shall reflect horizontal features and capping on the stucco similar to the main façade of the building.

The following provisions shall apply within this Planned Development.

- The existing Windsong Community Entry monument signage, landscaping, and lighting shall be permitted and preserved as it exists.
- All surface parking lots shall have a landscape median strip with a minimum width of 6 feet incorporated into the parking lot design to separate the parking area and drive aisle with direct connection to the street. One (1) tree shall be planted for every 35 linear feet of median.
- Intermittent berming outside the easements along US 380 in the southeast corner of the project shall be required.

CONTRACTOR
LINBECK
1263 W. ROSEDALE STREET, SUITE 202
FORT WORTH, TX 76104

ARCHITECT
EXECUTIVE ARCHITECT & PEDIATRIC
HEALTHCARE DESIGNER
HKS, INC.
1000 MACON STREET, SUITE 150
FORT WORTH, TX 76102

DESIGN ARCHITECT
DAVID M. SCHWARZ ARCHITECTS, INC.
1707 L ST. NW, SUITE #400
WASHINGTON, D.C. 20036

**STRUCTURAL / CIVIL ENGINEER /
LANDSCAPE ARCHITECT**
DUNAWAY ASSOCIATES
550 BAILEY AVE, SUITE 400
FORT WORTH, TX 76107

MEP ENGINEER
SMITH SECKHAM REID (SSR)
3100 MCKINNON ST., SUITE 550
DALLAS, TX 75201

INTERIOR DESIGNER
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1263 W. ROSEDALE STREET, SUITE 101
FORT WORTH, TX 76104

MEDICAL EQUIPMENT
MITCHELL EQUIPMENT PLANNING SERVICES
630 DUNDEE, SUITE 340
NORTHBROOK, IL 60062



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THESE DOCUMENTS ARE FOR
DESIGN REVIEW AND NOT
INTENDED FOR
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES. THEY
WERE PREPARED BY, OR
UNDER THE SUPERVISION OF:
JUSTIN T. WELLS
P.E. # 124970
DATE: 12/16/2019

KEY PLAN

REVISION NO. DESCRIPTION DATE

HKS PROJECT NUMBER
21151.007

DATE
12/16/2019

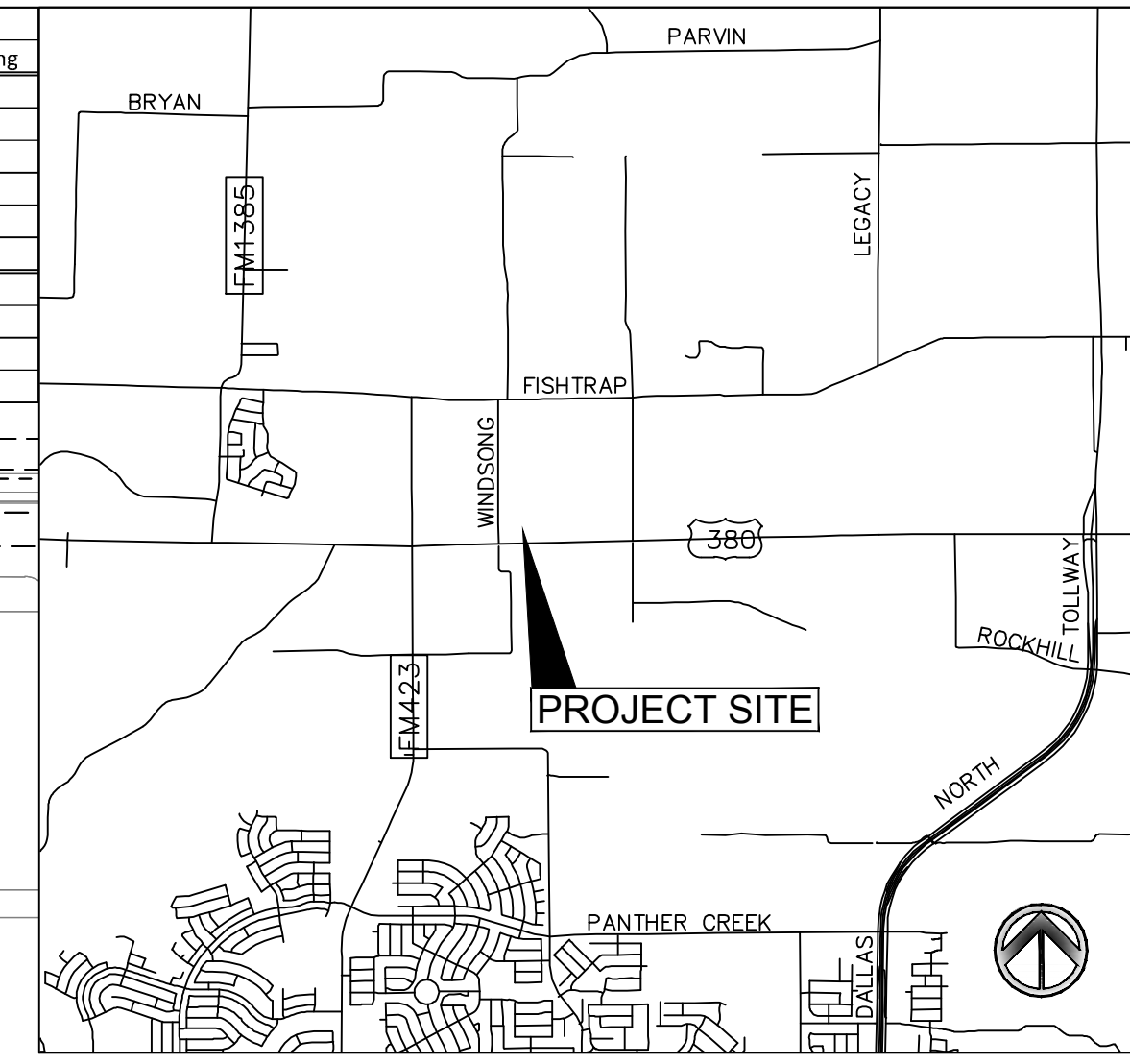
ISSUE
PD

SHEET TITLE
EXHIBIT D

SHEET NO.

C1.0

Building Use	Classification	Gross SF	Ratio	Staff	Rooms	Req'd Parking
ASC	Hospital (Based on SF)	26,032	1/EE + 1.5/Room/Bed	23	29	67
MOB	Hospital (Based on SF)	67,764	1/EE + 1.5/Room/Bed	72	72	180
OP Imaging Plus Data Center	Medical Office	9,413	4 spaces/1000 SF	NA	NA	40
UCC	Medical Office	6,119	4 spaces/1000 SF	NA	NA	28
PC	Medical Office	8,869	4 spaces/1000 SF	NA	NA	36
Hospital (Phase 2)	Hospital	230,000	1/EE + 1.5/Room/Bed	297	102	450
Total Required						801
Phase 1						400
Phase 2						433
Total Provided						833



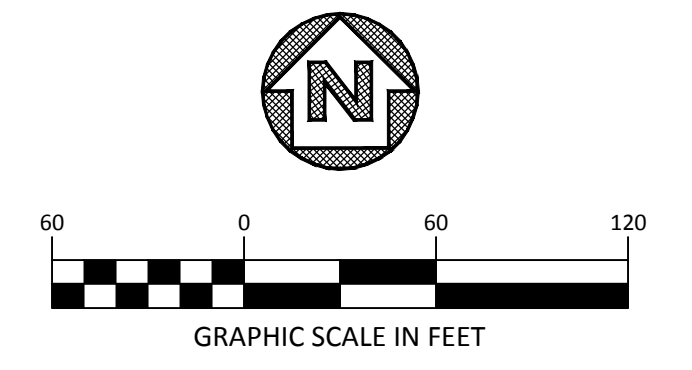
VICINITY MAP
NOT TO SCALE

SITE LEGEND

- PROPERTY BOUNDARY
- YARD SETBACK
- EASEMENT
- EXIST. CURB - PHASE 1
- PROP. CURB - PHASE 2
- PROP. CURB - FUTURE PHASE
- FIRE LANE STRIPING
- FIRE LANE
- PARKING COUNT

NOTE:
This Exhibit D (Conceptual Site Plan) is subject to additional Fire Department review and approval of proposed building elements and emergency access.

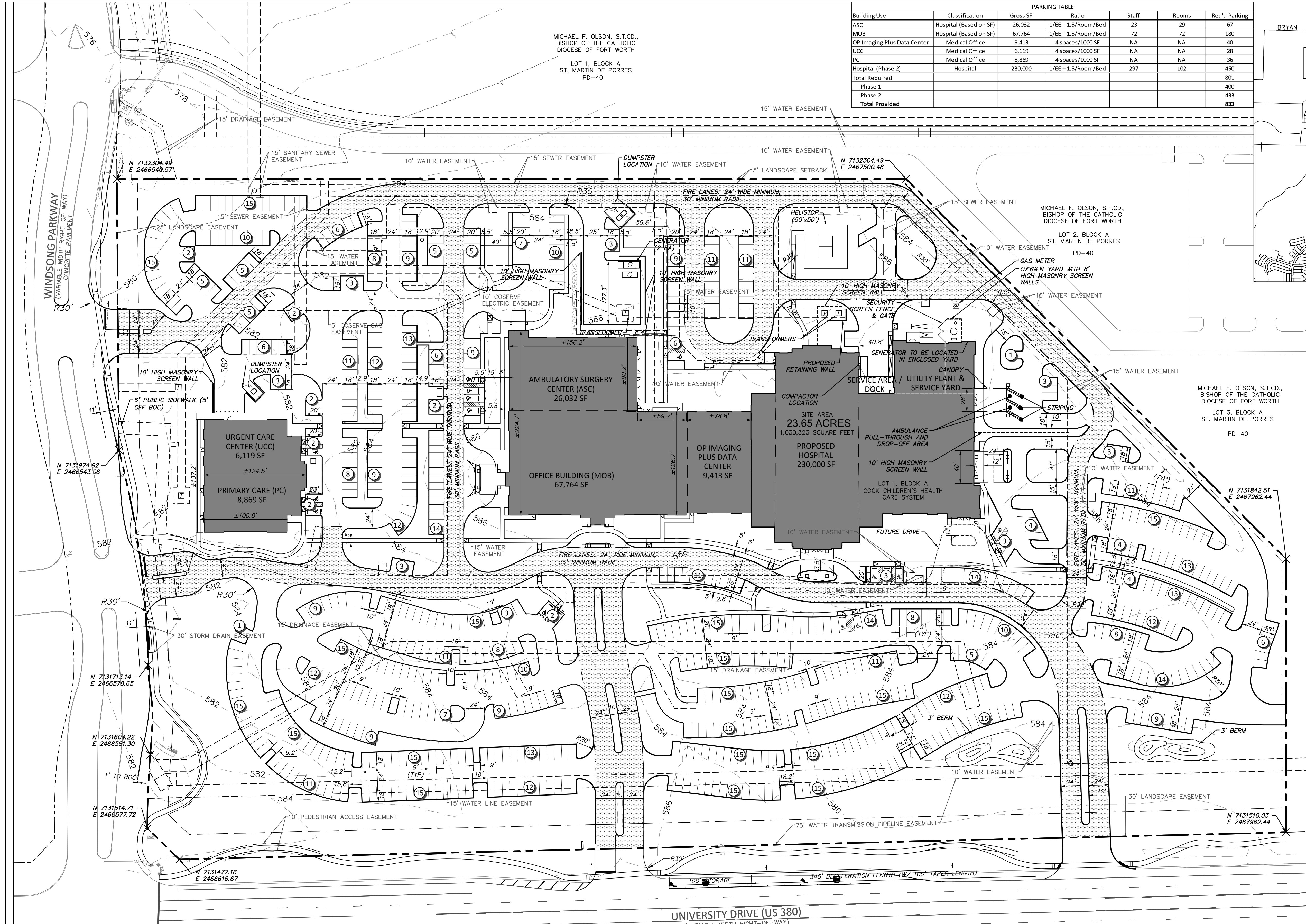
SITE SUMMARY	
Zoning	PD-91
Proposed Use	Hospital
Projected Lot Area (Gross)	1,030,323 S.F. (23.65 AC)
Building Area (S.F.)	348,197
Building Height (Feet)	74
Building Height (Number of Stories)	5 (max)
Lot Coverage (%)	12.0%
Floor Area Ratio	0.338:0
Total Parking Required	801
Total Parking Provided	833
Handicap Parking Required	17
Van Accessible Parking Required	3
Handicap Parking Provided	18
Van Accessible Parking Provided	3
Interior Landscape Required (S.F.)	12,135
Interior Landscape Provided (S.F.)	15,637
Impervious Surface Area (S.F.)	699,886
Open Space Required (S.F.)	72,123
Open Space Provided (S.F.)	183,287



COOK CHILDREN'S NORTH CAMPUS
TRACT 9A & 9B, BATES SURVEY
ABSTRACT NO. 1620
CASE #Z19-0021
23.65 ACRES
11/04/2019

OWNER
COOK CHILDREN'S MEDICAL CENTER
C/O: SPENCER SEALS
801 7TH AVENUE
FORT WORTH, TX 76104
PHONE: (82) 885-4000

APPLICANT
DUNAWAY ASSOCIATES, L.P.
C/O: BARRY L. HUDSON, A.I.C.P.
550 BAILEY AVENUE, STE. 400
FORT WORTH, TX 76107
PHONE: (817) 335-1121



- NOTES:**
- ALL FIRE LANES SHALL BE A MINIMUM OF 24 FT AND SHALL HAVE A MINIMUM RADI OF 30 FT. THE RADI MAY BE REDUCED TO 20 FT IF THE FIRE LANE IS A MINIMUM OF 30 FT IN WIDTH (BOTH DIRECTIONS).
 - NO PART OF ANY BUILDING SHALL BE LESS THAN 150 FT FROM A FIRE LANE MEASURED "AS THE HOSE LAYS."
 - FIRE DEPARTMENT CONNECTIONS (FDC) SHALL BE A MINIMUM OF 50 FT FROM A FIRE HYDRANT.
 - FIRE HYDRANTS SHALL BE INSTALLED AT ALL DRIVE APPROACHES INTO THE DEVELOPMENT.
 - ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AS DETERMINED BY THE FIRE MARSHALL SUBJECT TO FINAL LAYOUT AND USES.
 - THROAT DEPTHS AND DRIVE APPROACHES TO BE BUILT PER TOWN OF PROSPER STANDARDS.
 - ALL DUMPSTER ENCLOSURES WILL BE CONSTRUCTED OF BRICK OR STONE TO MATCH THE MAIN BUILDING EXTERIOR. GATE SHALL BE OF EQUAL HEIGHT TO THE DUMPSTER WALLS.
 - NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE.
 - ALL DIMENSIONS ARE FROM FACE OF CURB, EDGE OF PAVEMENT, AND OTHER KEY GEOMETRY POINTS, UNLESS STATED OTHERWISE.

- SITE PLAN NOTES:**
- DUMPSTER AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.

- SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- 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.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIAL ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE TOWN ENGINEER.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.

- 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 CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- SITE MUST BE DEVELOPED IN ACCORDANCE WITH PD-91 AND AMENDMENTS.
- THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THIS PROPERTY, IS NULL AND VOID.

FILENAME: SITE PLAN_PD.dwg
PLOTTED BY: KATHERINE BRUNER
PLOT DATE: 12/16/2019 10:48:18 AM
PLOT AT: 84818 AM

Z19-0021

EXHIBIT "E"
Development Schedule

The anticipated schedule of development and approximate square footages of the uses and buildings are:

- **Phase 1:** 117,098 sq. ft. being comprised of: 6,410 sq. ft. Primary Care Center and 6,330 sq. ft. Urgent Care Center in the western building and 26,032 sq. ft. Ambulatory Surgery Center and 67,764 sq. ft. Medical Office Building in eastern building, and a 9,413 sq. ft. Outpatient Imaging and a 1,150 sq. ft. Data Center within the next two (2) years.

- **Phase 2:** 230,000 square foot hospital within the next five (5) years.

The development schedule, uses, and square footages are subject to change due to various factors beyond the control of the developer, such as market conditions, construction materials and labor availability and acts of nature, among others.

Z19-0021

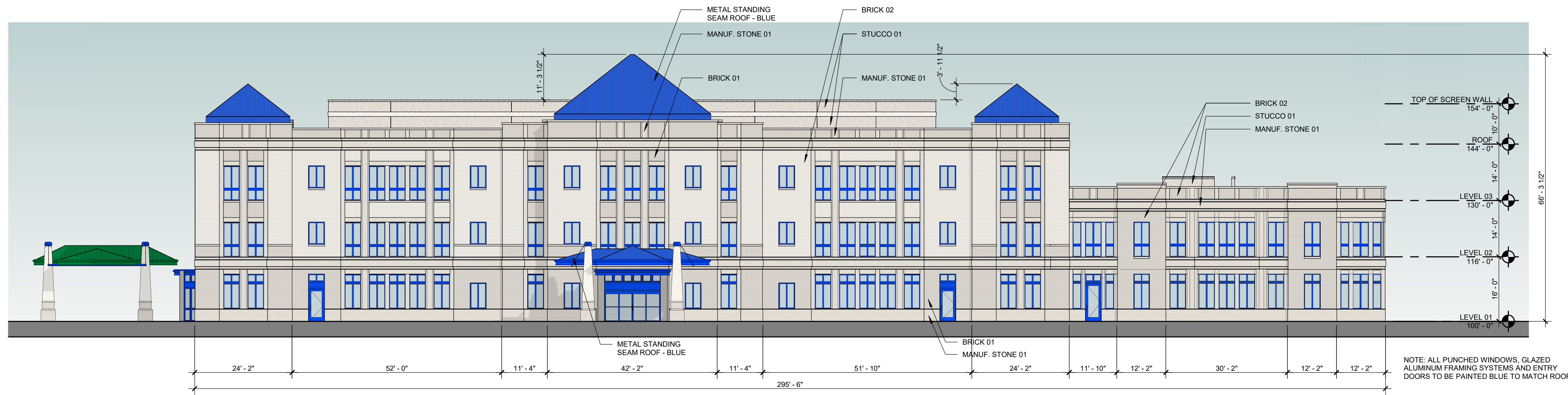
EXHIBIT "F"
Illustrative Elevations and Plans

The illustrations that are included with this Exhibit are for illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.

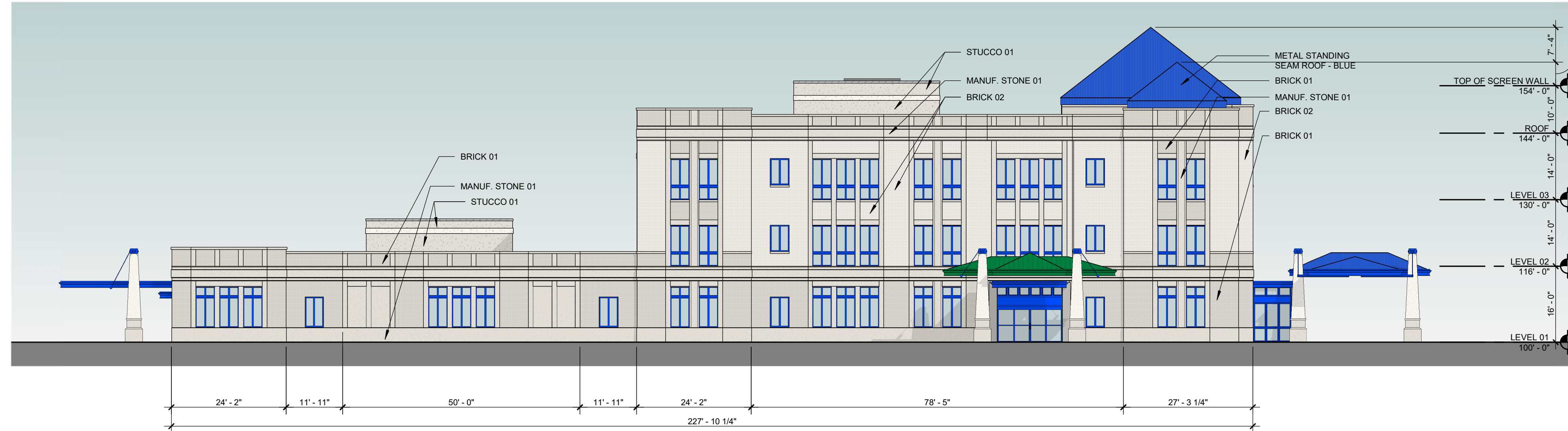
Z19-0021

EXHIBIT "G"
Conceptual PD Landscape Plans

The Conceptual PD Landscape Plans that are submitted are conceptual and final landscape design and construction plans may vary.



01 SOUTH ELEVATION - MEDICAL OFFICE BUILDING/ASC
1/16" = 1'-0"



02 WEST ELEVATION - MEDICAL OFFICE BUILDING/ASC
1/16" = 1'-0"



03 PERSPECTIVE - SOUTHWEST CORNER MEDICAL OFFICE BUILDING/ASC

EXTERIOR MATERIALS

MOB/ASC SOUTH		
TOTAL SOLID	12,755 SF	80%
TOTAL GLAZING	3,107 SF	20%
TOTAL AREA	15,862 SF	100%
MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01	2,664	21%
BRICK 02	2,634	21%
MANUF. STONE 01	4,749	37%
STUCCO 01	2,708	21%
TOTAL BRICK	5,298	42%
TOTAL MANUF. STONE	4,749	37%
TOTAL STUCCO	2,708	21%

MOB/ASC WEST		
TOTAL SOLID	7,553 SF	80%
TOTAL GLAZING	1,848 SF	20%
TOTAL AREA	9,401 SF	100%
MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01	1,586	21%
BRICK 02	1,611	21%
MANUF. STONE 01	3,008	40%
STUCCO 01	1,348	18%
TOTAL BRICK	3,197	42%
TOTAL MANUF. STONE	3,008	40%
TOTAL STUCCO	1,348	18%

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- When permitted, exposed utility boxes and conduits shall be painted to match the building.
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- Windows shall have a maximum exterior visible reflectivity of ten (10) percent.
- Any deviation from the approved Facade Plan will require reapproval by the Town.

MATERIAL LEGEND

- BRICK 01
- BRICK 02
- STUCCO 01
- STUCCO 02
- MANUFACTURED STONE 01
- MANUFACTURED STONE 02
- METAL STANDING ROOF - BLUE
- METAL STANDING ROOF - GREEN

NOTE:
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CONTRACTOR
LINBECK
1263 W. ROSEDALE STREET, SUITE 202
FORT WORTH, TX 76104

ARCHITECT
EXECUTIVE ARCHITECT & PEDIATRIC HEALTHCARE DESIGNER
HKS, INC.
1000 MACON STREET, SUITE 150
FORT WORTH, TX 76102

DESIGN ARCHITECT
DAVID M. SCHWARZ ARCHITECTS, INC.
1707 L ST. NW, SUITE #400
WASHINGTON, D.C. 20036

STRUCTURAL / CIVIL ENGINEER / LANDSCAPE ARCHITECT
DUNAWAY ASSOCIATES
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FORT WORTH, TX 76107

MEPT ENGINEER
SMITH SECKMAN REID (SSR)
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F-002874

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MEDICAL EQUIPMENT
MITCHELL EQUIPMENT PLANNING SERVICES
630 DUNDEE, SUITE 340
NORTHBROOK, IL 60062



INTERIM REVIEW ONLY
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Architect: NORMAN TILMAN MORGAN
Arch. Reg. No.: 14364
Date: 11/04/2019

KEY PLAN

REVISION NO.	DESCRIPTION	DATE
1	Revision 01	11/19/19
2	Revision 02	11/25/19

HKS PROJECT NUMBER
21151.002
DATE
11/04/2019
ISSUE
EXHIBIT F

SHEET TITLE
EXTERIOR ELEVATIONS

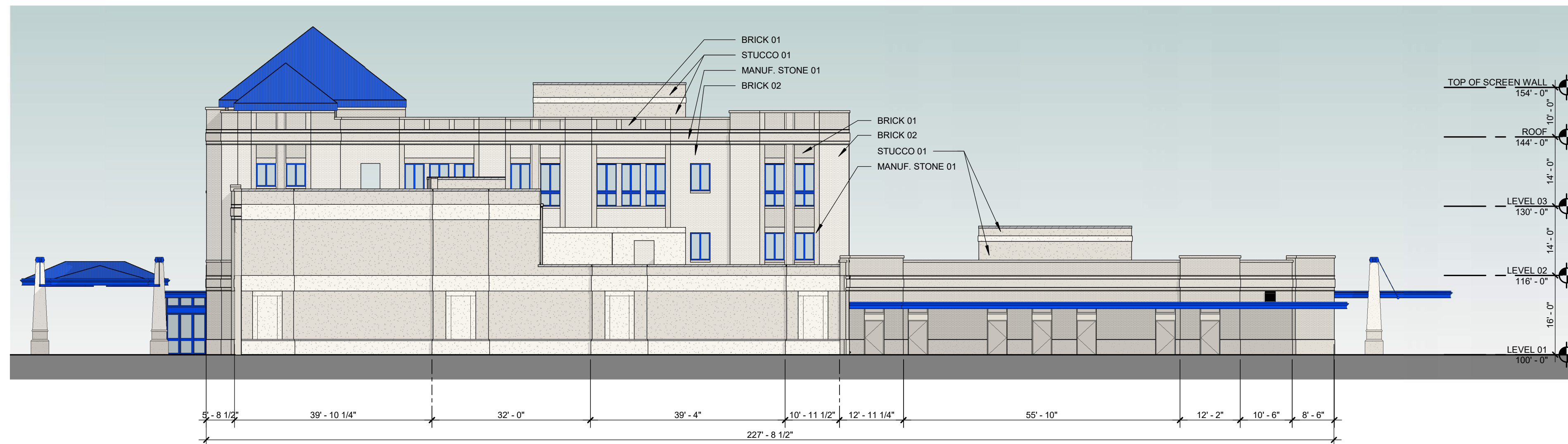
SHEET NO.

SP1.00 Page 196

CASE NUMBER: Z19-0021 © 2018 HKS, INC.



01 NORTH ELEVATION - MEDICAL OFFICE BUILDING/ASC
1/16" = 1'-0"



02 EAST ELEVATION - MEDICAL OFFICE BUILDING/ASC
1/16" = 1'-0"



03 PERSPECTIVE - NORTHEAST CORNER MEDICAL OFFICE BUILDING/ASC

EXTERIOR MATERIALS

MOB/ASC NORTH		
TOTAL SOLID	13,340 SF	85%
TOTAL GLAZING	2,429 SF	15%
TOTAL AREA	15,769 SF	100%
MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01	2,838	21%
BRICK 02	2,998	22%
MANUF. STONE 01	4,409	33%
STUCCO 01	3,095	24%
TOTAL BRICK	5,836	44%
TOTAL MANUF. STONE	4,409	33%
TOTAL STUCCO	3,095	23%

MOB/ASC EAST		
TOTAL SOLID	9,260 SF	87%
TOTAL GLAZING	1,400 SF	13%
TOTAL AREA	10,660 SF	100%
MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01	2,294	25%
BRICK 02	1,662	18%
MANUF. STONE 01	3,107	34%
STUCCO 01	2,197	23%
TOTAL BRICK	3,956	43%
TOTAL MANUF. STONE	3,107	34%
TOTAL STUCCO	2,197	23%

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MATERIAL LEGEND

- BRICK 01
- BRICK 02
- STUCCO 01
- STUCCO 02
- MANUFACTURED STONE 01
- MANUFACTURED STONE 02
- METAL STANDING ROOF - BLUE
- METAL STANDING ROOF - GREEN

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FORT WORTH, TX 76104

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HKS, INC.
1000 MACON STREET, SUITE 150
FORT WORTH, TX 76102

DESIGN ARCHITECT
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1707 L ST. NW, SUITE #400
WASHINGTON, D.C. 20036

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DUNAWAY ASSOCIATES
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F-002874

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630 DUNDEE, SUITE 340
NORTHBROOK, IL 60062



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Arch. Reg. No.: 14364
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2	Revision 02	11/25/19

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21151.002
DATE
11/04/2019
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EXHIBIT F

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NO.

EXTERIOR MATERIALS

UCC/PC SOUTH		
TOTAL SOLID	2,835 SF	93%
TOTAL GLAZING	225 SF	7%
TOTAL AREA	3,060 SF	100%

MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
MANUF. STONE 01	1,283	45%
BRICK 01	942	33%
STUCCO 01	610	22%

UCC/PC WEST		
TOTAL SOLID	2,966 SF	89%
TOTAL GLAZING	353 SF	11%
TOTAL AREA	3,319 SF	100%

MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
MANUF. STONE 01	1,152	39%
BRICK 01	1,154	39%
STUCCO 01	660	22%

UCC/PC NORTH		
TOTAL SOLID	2,823 SF	92%
TOTAL GLAZING	237 SF	8%
TOTAL AREA	3,060 SF	100%

MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
MANUF. STONE 01	1,271	45%
BRICK 01	942	33%
STUCCO 01	610	22%

UCC/PC EAST		
TOTAL SOLID	2,956 SF	84%
TOTAL GLAZING	560 SF	16%
TOTAL AREA	3,516 SF	100%

MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
MANUF. STONE 01	1,276	43%
BRICK 01	1,120	38%
STUCCO 01	560	19%

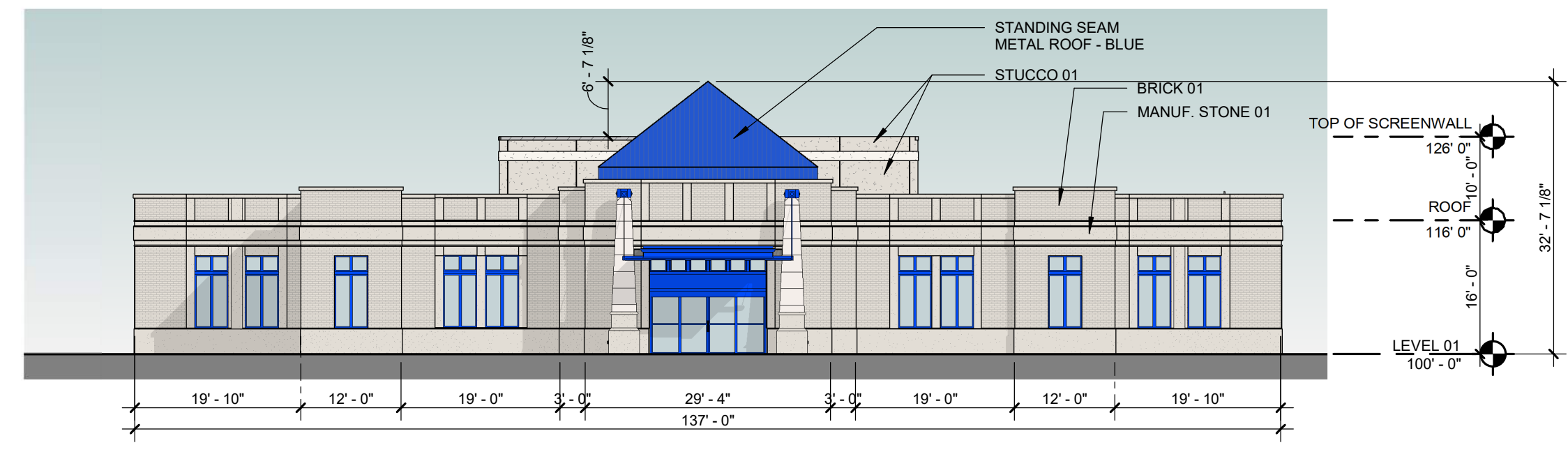
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MATERIAL LEGEND

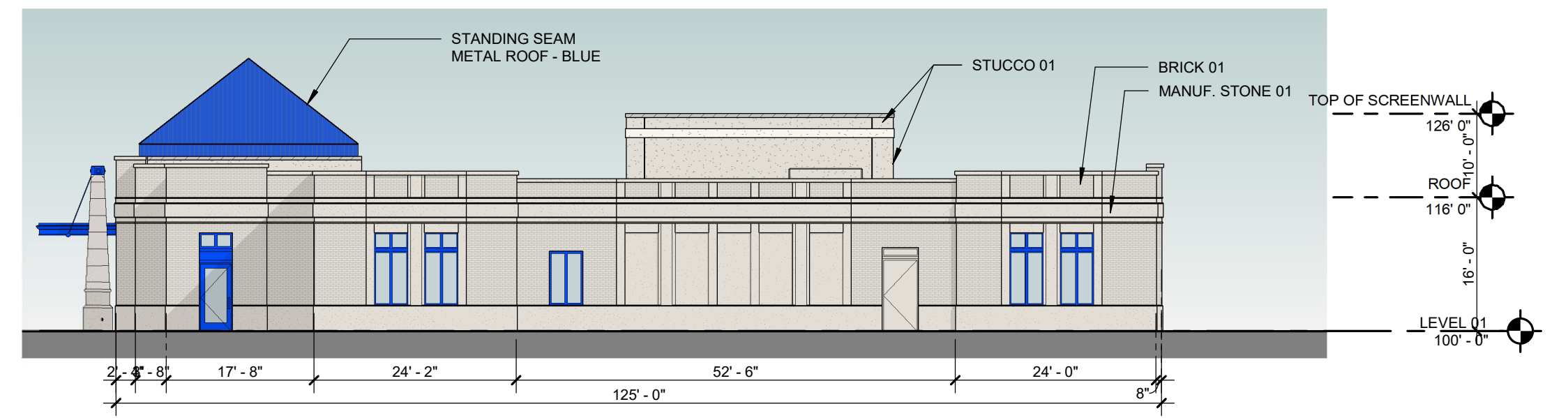
	BRICK 01		MANUFACTURED STONE 01
	BRICK 02		MANUFACTURED STONE 02
	STUCCO 01		METAL STANDING ROOF - BLUE
	STUCCO 02		METAL STANDING ROOF - GREEN

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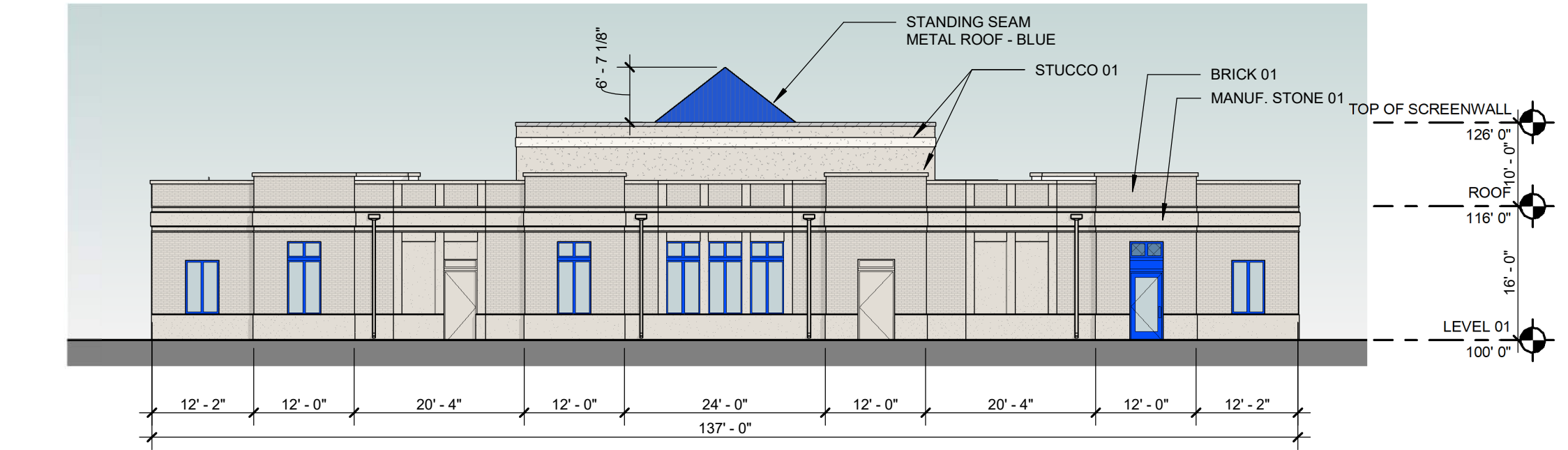
CASE NUMBER: Z19-0021 © 2018 HKS, INC.



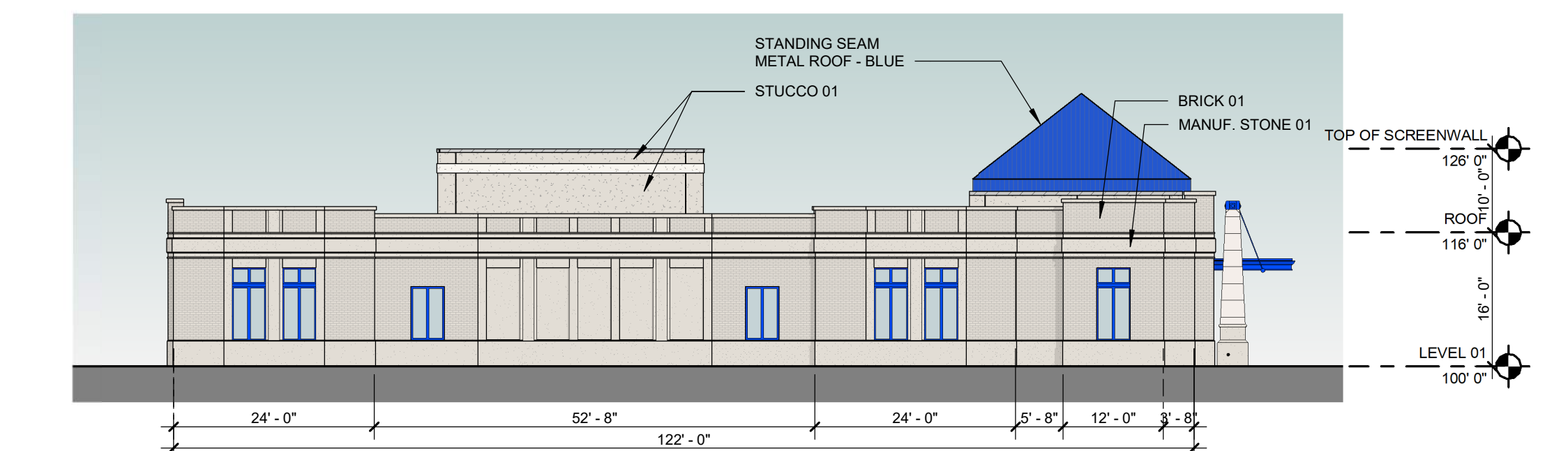
01 EAST ELEVATION - UCC/PRIMARY CARE
1/16" = 1'-0"



02 NORTH ELEVATION - UCC/PRIMARY CARE
1/16" = 1'-0"



03 WEST ELEVATION - UCC/PRIMARY CARE
1/16" = 1'-0"



04 SOUTH ELEVATION - UCC/PRIMARY CARE
1/16" = 1'-0"



05 PERSPECTIVE - SOUTHEAST CORNER UCC/PC



06 PERSPECTIVE - NORTHEAST CORNER UCC/PC

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LANDSCAPE ARCHITECT**
DUNAWAY ASSOCIATES
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FORT WORTH, TX 76107

MEPT ENGINEER
SMITH SECKMAN REID (SSR)
3100 MCKINNON ST., SUITE 550
DALLAS, TX 75201
F - 002874

INTERIOR DESIGNER
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1263 W. ROSEDALE STREET, SUITE 101
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MEDICAL EQUIPMENT
MITCHELL EQUIPMENT PLANNING SERVICES
630 DUNDEE, SUITE 340
NORTHBROOK, IL, 60062



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Arch. Reg. No.: 14364
Date: 11/04/2019

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EXHIBIT F

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NO.

CONTRACTOR
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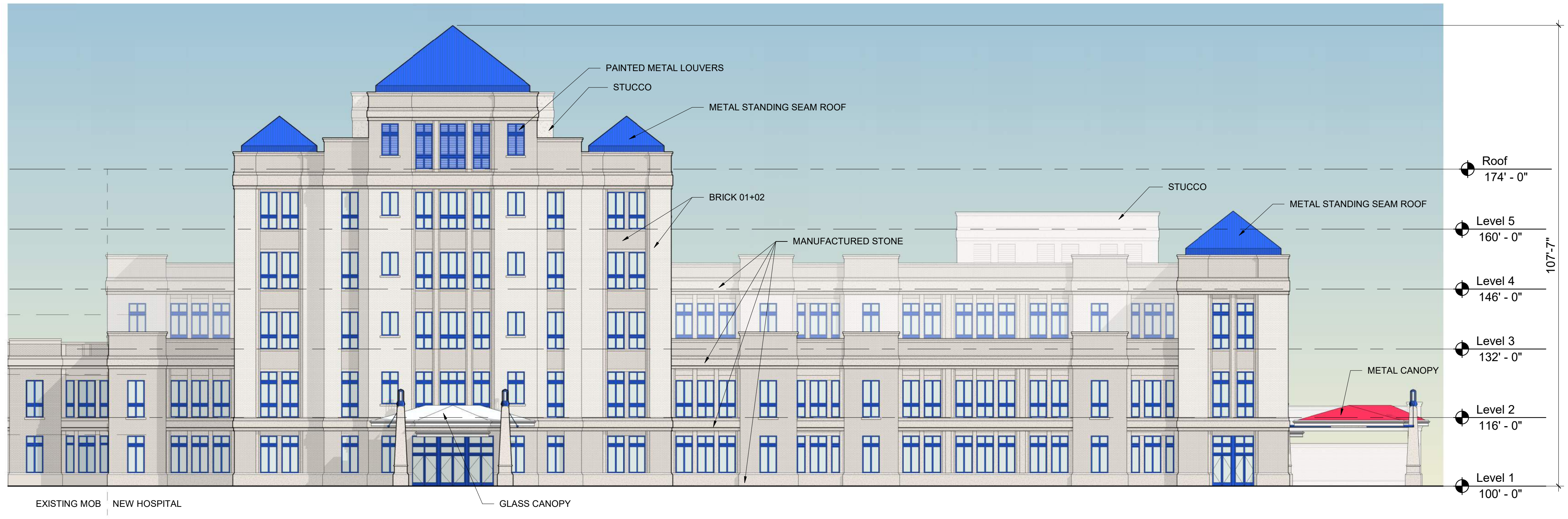
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 NORTHBROOK, IL 60062



01 SOUTH ELEVATION - CCMC PROSPER HOSPITAL
 1/16" = 1'-0"

EXTERIOR MATERIALS

CCNC HOSPITAL - SOUTH		
TOTAL SOLID	17,264	78%
TOTAL GLAZING	4,749	22%
TOTAL AREA	22,013	100%

MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01 + 02	9,806	57%
MANUF. STONE 01	6,265	36%
STUCCO 01	775	5%
PTD. METAL LOUVERS	418	2%

CCNC HOSPITAL - WEST		
TOTAL SOLID	15,546	82%
TOTAL GLAZING	3,517	18%
TOTAL AREA	19,063	100%

MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01 + 02	8,758	56%
MANUF. STONE 01	3,735	24%
STUCCO 01	2,207	14%
PTD. METAL LOUVERS	846	6%


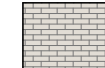



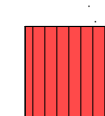
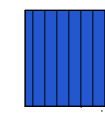
* Roof terraces and courtyards at level 3 (masonry walls and glazing) are not included in material take-offs. Design and location are TBD.
 * West side of level 4 mechanical penthouse accounted for in material take-offs.

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02 WEST ELEVATION - CCMC PROSPER HOSPITAL
 1/16" = 1'-0"

MATERIAL LEGEND:

-  MANUFACTURED STONE
-  BRICK 01
-  BRICK 02
-  STUCCO 01 - (COLOR TO MATCH BRICK 01)
-  GLASS CANOPY.
-  METAL STANDING SEAM ROOF - RED
-  METAL STANDING SEAM ROOF - BLUE

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KEY PLAN

REVISION NO.	DESCRIPTION	DATE
1	Revision 1	11/19/19
2	Revision 2	11/22/19
3	Revision 3	12/17/19

HKS PROJECT NUMBER
21151.007
 DATE
11/04/19
 ISSUE
EXHIBIT F

SHEET TITLE
HOSPITAL EXTERIOR ELEVATIONS- SOUTH AND WEST
 SHEET NO.

CONTRACTOR
 LINBECK
 1263 W. ROSEDALE STREET, SUITE 201
 FORT WORTH, TX 76104

ARCHITECT
 HKS, INC.
 1000 MACON STREET, SUITE 150
 FORT WORTH, TX 76102

DESIGN ARCHITECT
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 630 DUNDEE, SUITE 340
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SHEET TITLE
HOSPITAL EXTERIOR ELEVATIONS- NORTH AND EAST
 SHEET NO.

EXTERIOR MATERIALS

CCNC HOSPITAL - NORTH		
TOTAL SOLID	18,024	85%
TOTAL GLAZING	3,166	15%
TOTAL AREA	21,190	100%
MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01 + 02	9,680	54%
MANUF. STONE 01	5,727	32%
STUCCO 01	777	4%
PTD. METAL LOUVERS	1,840	10%

CCNC HOSPITAL - EAST		
TOTAL SOLID	21,819	82%
TOTAL GLAZING	4,662	18%
TOTAL AREA	26,481	100%
MATERIAL	AREA (SF)	PERCENTAGE OF SOLID FACADE
BRICK 01 + 02	9,998	46%
MANUF. STONE 01	4,997	23%
STUCCO 01	5,251	24%
PTD. METAL LOUVERS	1,572	7%

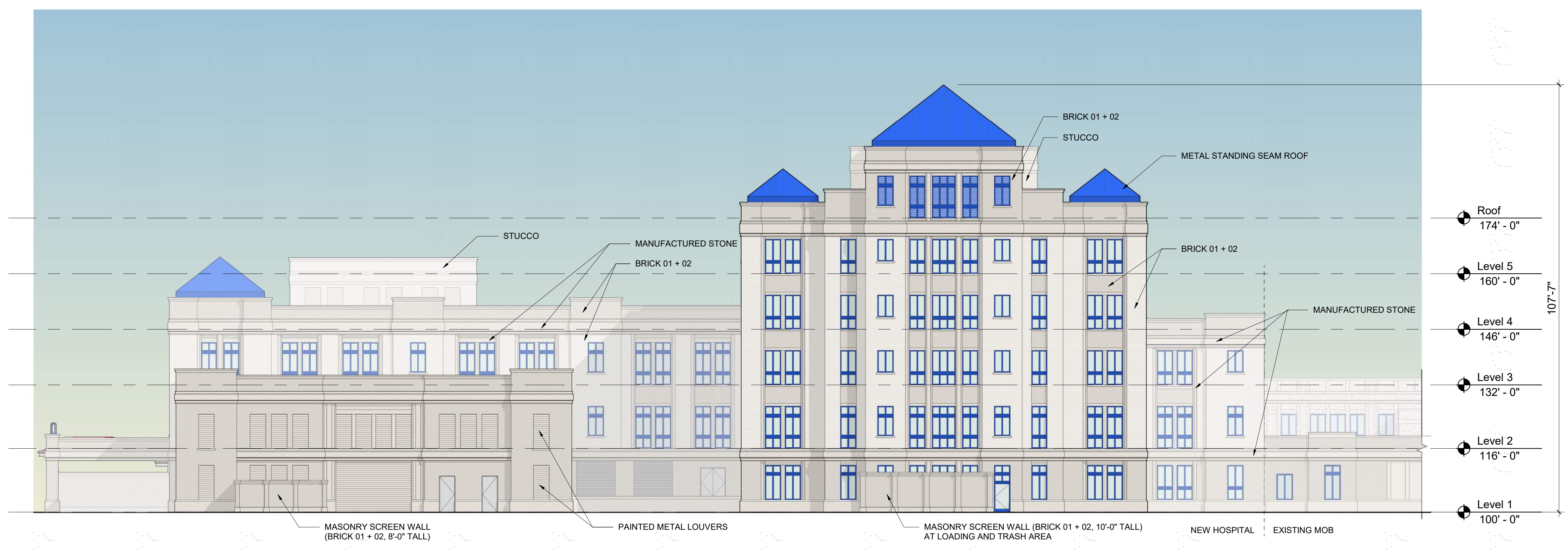
* Roof terraces and courtyards at level 3 (masonry walls and glazing) are not included in material take-offs. Design and location are TBD.
 * West side of level 4 mechanical penthouse accounted for in material take-offs.

- This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspections Department.
- All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened by a parapet wall or screening wall. Screening walls shall meet the specifications of the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by the Building Inspections Department.
- Windows shall have a maximum exterior visible reflectivity of ten (10) percent.
- Any deviation from the approved Facade Plan will require reapproval by the Town.

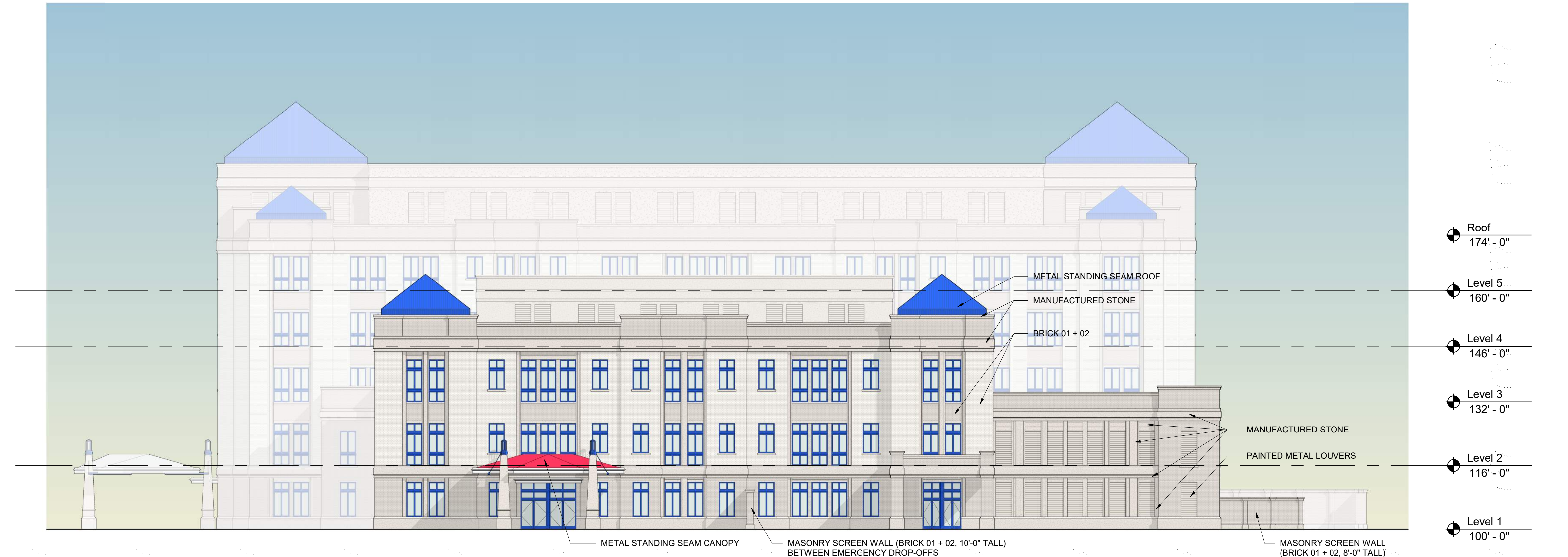
MATERIAL LEGEND:

- MANUFACTURED STONE
- BRICK 01
- BRICK 02
- STUCCO 01 - (COLOR TO MATCH BRICK 01)
- GLASS CANOPY
- METAL STANDING SEAM ROOF - RED
- METAL STANDING SEAM ROOF - BLUE

NOTE:
 This Exhibit F (Conceptual Elevations) is subject to additional Fire Department review and approval of proposed building elements and emergency access.



01 NORTH ELEVATION - CCMC PROSPER HOSPITAL
 1/16" = 1'-0"



02 EAST ELEVATION - CCMC PROSPER HOSPITAL
 1/16" = 1'-0"

CONTRACTOR
 LINBECK
 1263 W. ROSEDALE STREET, SUITE 201
 FORT WORTH, TX 76104

ARCHITECT
 HKS, INC.
 1000 MACON STREET, SUITE 150
 FORT WORTH, TX 76102

DESIGN ARCHITECT
 DAVID M. SCHWARZ ARCHITECTS, INC.
 1707 L ST. NW, SUITE #400
 WASHINGTON, D.C. 20036

**STRUCTURAL / CIVIL ENGINEER /
 LANDSCAPE ARCHITECT**
 DUNAWAY ASSOCIATES
 550 BAILEY AVE, SUITE 400
 FORT WORTH, TX 76107

MEP ENGINEER
 SMITH SECKMAN REID (SSR)
 3100 MCKINNON ST., SUITE 550
 DALLAS, TX 75201

INTERIOR DESIGN
 KELLER STUDIO
 1263 W. ROSEDALE STREET, SUITE 201
 FORT WORTH, TX 76104

MEDICAL EQUIPMENT
 MITCHELL EQUIPMENT PLANNING SERVICES
 630 DUNDEE, SUITE 340
 NORTHBROOK, IL 60062



01 PERSPECTIVE - SOUTHWEST CORNER
 CCMC PROSPER HOSPITAL



02 PERSPECTIVE - SOUTHEAST CORNER
 CCMC PROSPER HOSPITAL



03 PERSPECTIVE - NORTHWEST CORNER
 CCMC PROSPER HOSPITAL



04 PERSPECTIVE- WEST FACADE
 CCMC PROSPER HOSPITAL

NOTE:
 This Exhibit F (Conceptual Elevations) is subject to
 additional Fire Department review and approval of
 proposed building elements and emergency access.

KEY PLAN

REVISION NO.	DESCRIPTION	DATE
1	Revision 1	11/19/19
2	Revision 2	11/22/19
3	Revision 3	12/17/19

HKS PROJECT NUMBER
21151.007

DATE
11/04/19

ISSUE
EXHIBIT F

SHEET TITLE
**HOSPITAL EXTERIOR
 ELEVATIONS-
 PERSPECTIVES**

SHEET NO.

PLOT DATE: 12/17/2019 12:20:51 PM TEMPLATE VERSION:

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone 2.1± acres from Single Family-15 (SF-15) to Planned Development-Downtown Office (PD-DTO), located on the north side of Broadway Street, west of Craig Road. (Z19-0023).

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

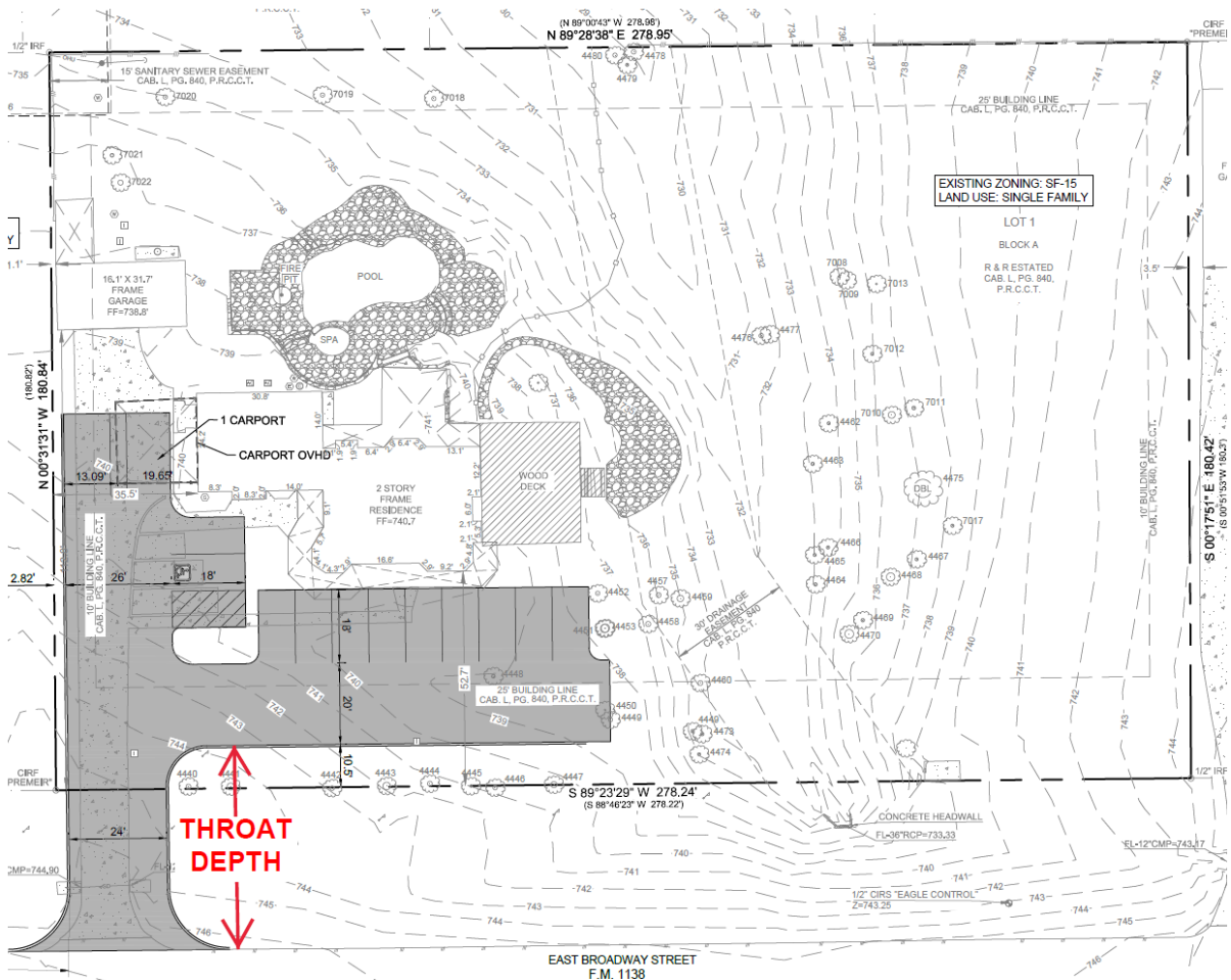
	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Single Family-15	Single Family Residence	Old Town-Office
North	Single Family-15	Single Family Residence	Old Town-Single Family
East	Single Family-15	Single Family Residence	Old Town-Office
South	Single Family-15	Vacant and Single Family Residence	Old Town-Office
West	Single Family-15	Single Family Residence	Old Town-Office

Requested Zoning – The purpose of this request is to rezone 2.1± acres to a Planned Development to allow for the conversion of the existing single family house into a professional office, which is anticipated to be a law office. The existing structure is a two-story, 1,923 square-foot building, and will consist of approximately 5-6 offices located on both stories, for approximately nine (9)

employees. The applicant is proposing to construct a total of fifteen (15) parking spaces. Pictures of the existing structure are shown below:



In general, the proposed use is in conformance with the Future Land Use Plan, and staff recommends approval of the request to rezone the property to Downtown Office for use of the existing structure as professional offices. However, the applicant has requested reductions to the minimum landscape setbacks and drive aisle widths in order to allow for a parking lot to be constructed in front of the existing structure, as shown below:



Below are details regarding the requested deviations to Town standards:

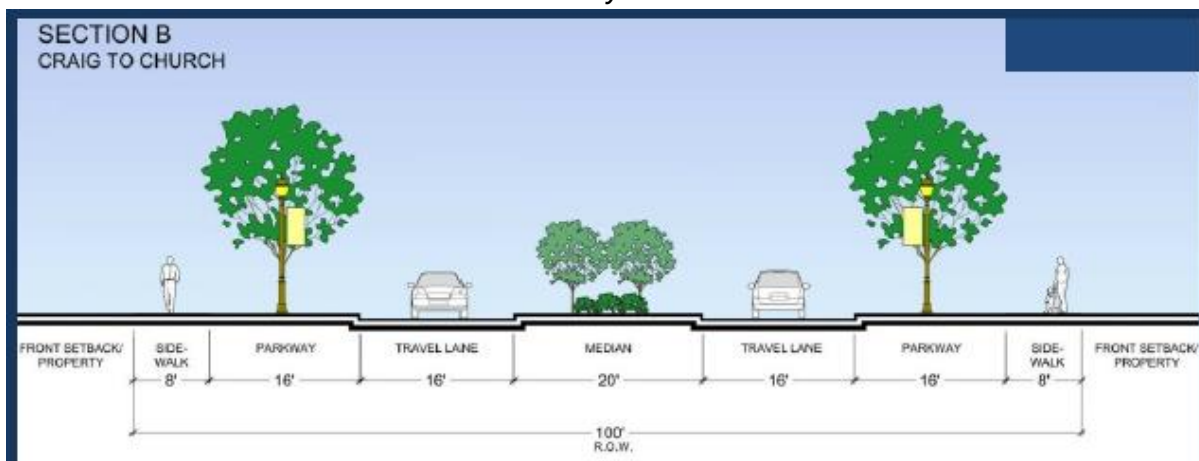
- *Landscape Setbacks* – The Zoning Ordinance requires a minimum fifteen foot (15') front yard landscape setback and five foot (5') side yard landscape setback. The applicant is proposing a minimum ten foot (10') front yard landscape setback along southern property line (Broadway Street), and a minimum two foot (2') side yard landscape setback along the western property line.
- *Drive Aisle Width* – The Zoning Ordinance requires a minimum drive aisle width of twenty-four feet (24') with ninety-degree parking spaces. The applicant is proposing a minimum twenty-foot (20') drive aisle width.

Planning staff has concerns with the proposed parking lot location being located in front of the existing structure from an aesthetic perspective. Multiple properties along Broadway Street and First Street have (re)developed over the past several years. To date, each has developed the required parking lot in either the rear or side of the property. In this way, the streetscape retains a residential character as houses convert to non-residential uses. Staff has concerns that allowing parking in front of the house will begin to set a precedent for other properties that redevelop along Broadway Street and First Street over time.

Staff has requested the applicant consider redesigning the site to provide the required parking lot on the side or rear of the property; however, the applicant has indicated a desire to keep the existing detached garage and pool which prevent parking from being constructed in those locations.

From an engineering perspective, staff has concerns with reductions to the landscape setback and drive aisle widths from a maneuverability and stacking standpoint. In general, a twenty-foot (20') drive aisle causes more challenges with vehicular maneuvering in and out of ninety degree spaces than typical twenty-four-foot (24') aisles, which causes time-consuming multi-point turning movements. In conjunction, the reduced landscape setback and drive aisle width will result in a reduced "throat depth" (noted in the image above) for the driveway off of Broadway Street to the parking lot. Adequate throat depth is important for the safe stacking of vehicles entering and exiting a street. In consideration of the ultimate cross-section of Broadway Street as outlined in the Old Town Insert Map (shown below), engineering estimates the reduction to the landscape setback and drive aisle will result in less than two (2) vehicle stacking spaces between the main travel lanes on Broadway Street and the parking lot. Ultimately, staff has concerns with the potential of vehicles stacking on Broadway Street in the future.

Ultimate Broadway Street Cross-Section



Staff supports the request to rezone the subject property to Downtown Office to allow for use of the existing structure as professional offices; however, staff recommends the applicant relocate the proposed parking to the side or rear of the existing structure.

Future Land Use Plan – The Future Land Use Plan recommends Old Town Office. The proposed zoning request conforms to the Future Land Use Plan.

Thoroughfare Plan – The property has direct access to Broadway Street, a future two-lane divided thoroughfare. The proposed request conforms to the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does indicate a hike and bike trail is needed on the subject property.

Legal Obligations and Review:

Notification was provided to neighboring property owners, as required by state law. Town staff has received one (1) Public Hearing Notice Reply Form, in opposition to the request.

Attached Documents:

1. Aerial and Zoning Maps
2. Proposed Exhibits A, B, C, D, E, and G
3. Public Hearing Notice Reply Form

Staff Recommendation:

Staff recommends approval of the request to rezone the property to Downtown Office, subject to relocating the parking to the side and/or rear of the existing structure.

Planning & Zoning Commission Recommendation:

At their January 7, 2020 meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-0, subject to the installation of a minimum eight-foot (8') screening fence along the north side of the property, in accordance with the screening requirements of the Zoning Ordinance.

The applicant has revised the request to incorporate a minimum eight-foot (8') screening fence along a portion of the northern property line.

Proposed Motion:

I move to approve the request to rezone 2.1± acres from Single Family-15 (SF-15) to Planned Development-Downtown Office (PD-DTO), located on the north side of Broadway Street, west of Craig Road, subject to relocating the parking to the side and/or rear of the existing structure.



Z19-0023

PARVIN ST

FIFTH ST

BROADWAY ST

FIELD ST

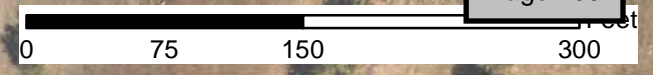
THIRD ST

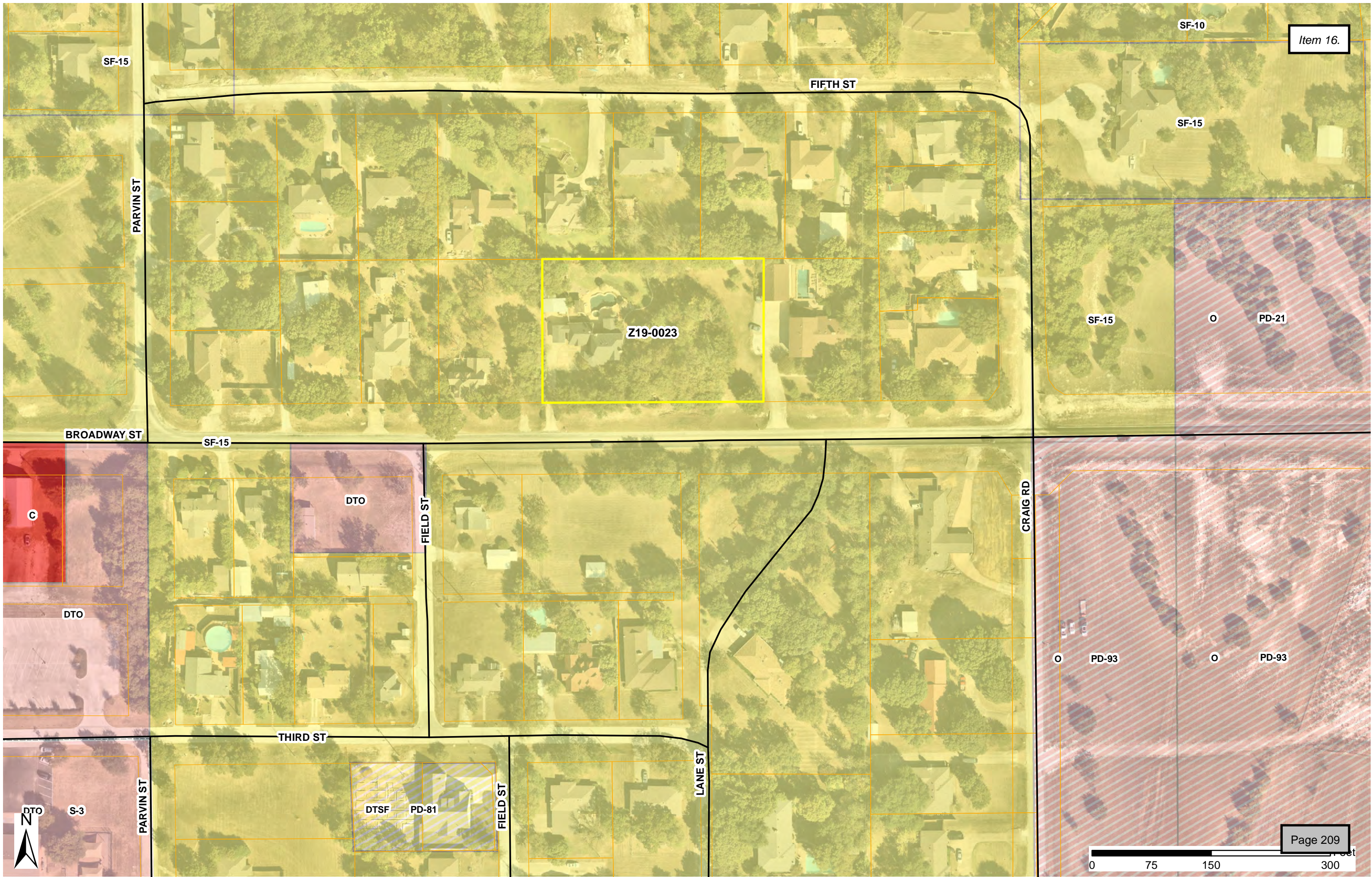
PARVIN ST

FIELD ST

LANE ST

CRAIG RD





Item 16.

SF-15

SF-10

FIFTH ST

SF-15

PARVIN ST

SF-15

O

PD-21

Z19-0023

BROADWAY ST

SF-15

C

DTO

FIELD ST

CRAIG RD

DTO

O

PD-93

O

PD-93

THIRD ST

DTO

S-3

PARVIN ST

DTSF

PD-81

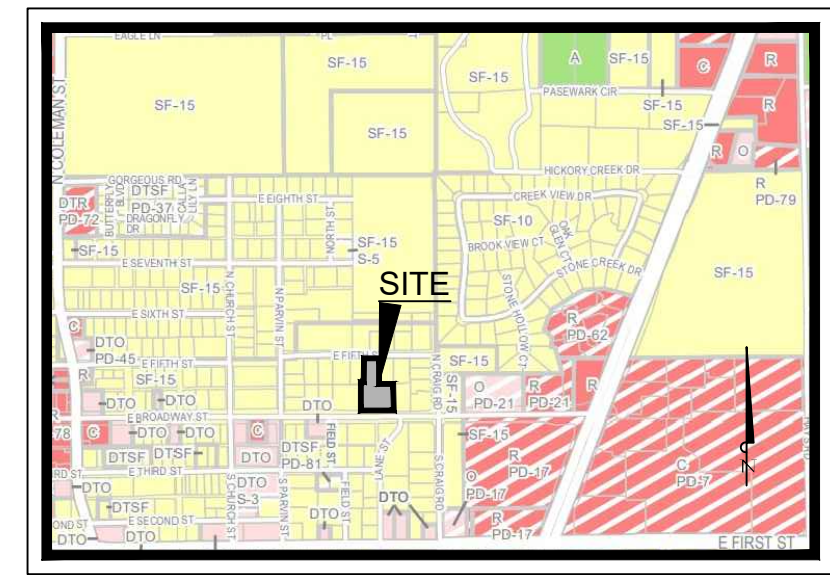
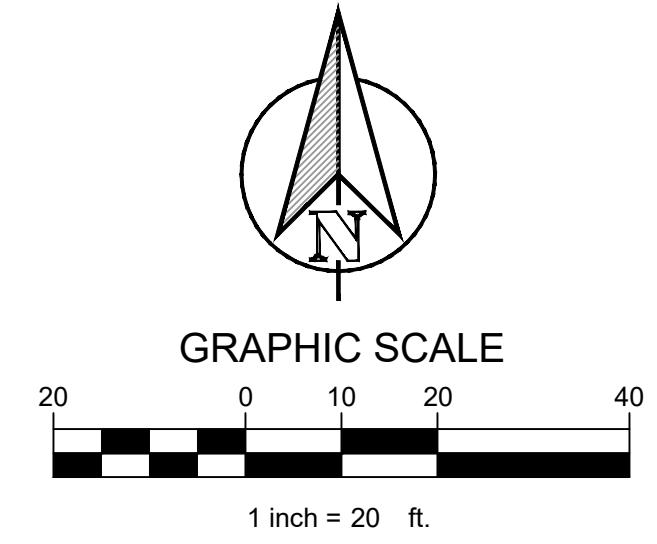
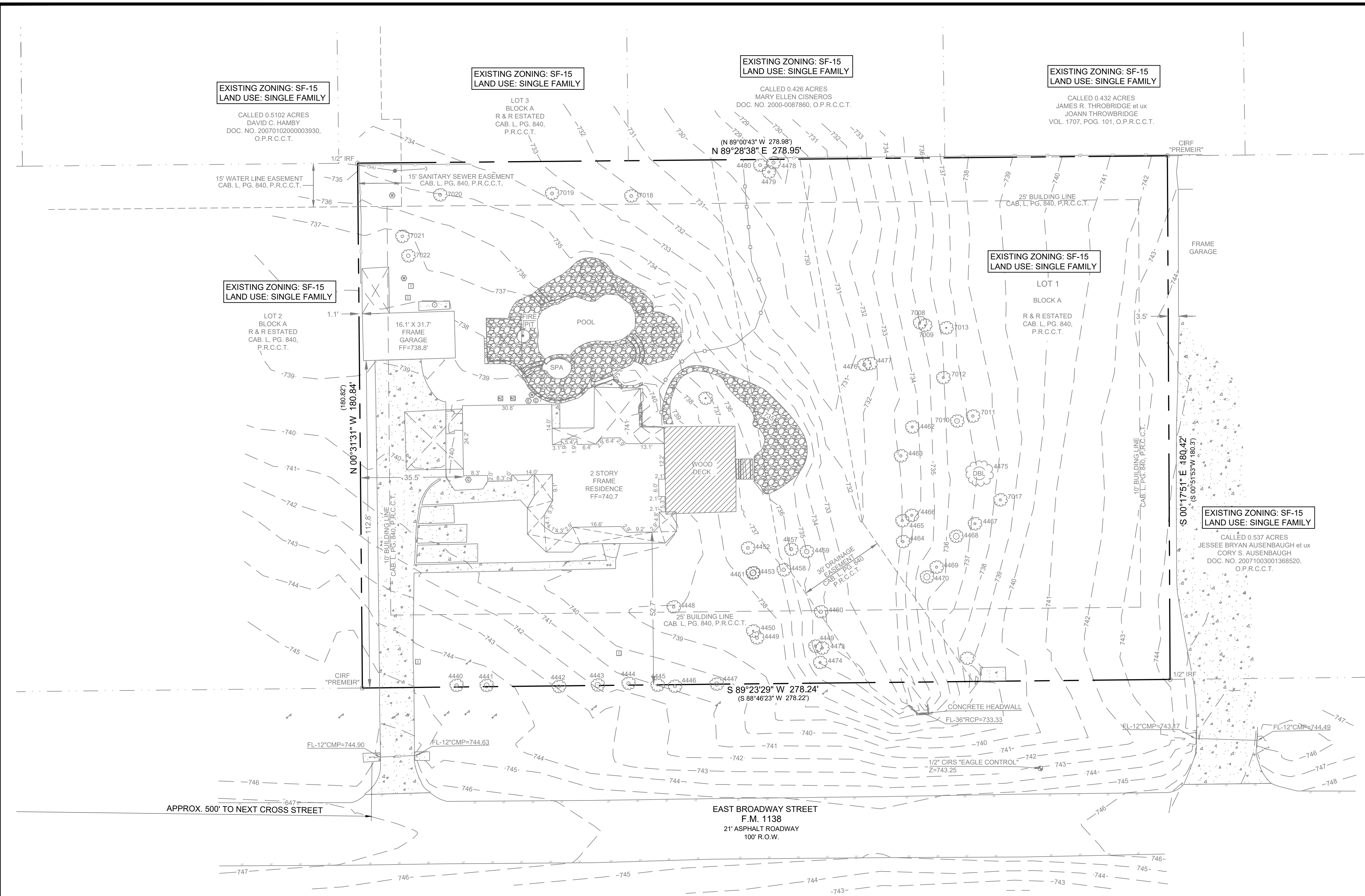
FIELD ST

LANE ST

Page 209

0 75 150 300 Feet

PLOTTED BY: REGGIE SMITH
 PLOT DATE: 12/26/2019 4:43 PM
 LOCATION: 12/26/2019 4:41 PM
 LAST SAVED: 12/26/2019 4:41 PM



VICINITY MAP & EXISTING ZONING MAP

EXISTING ZONING: SF-15 (2.1101 AC)
 PROPOSED ZONING: PD (DTO) (2.1101 AC)

FLOODPLAIN NOTE
 ACCORDING TO MAP NO. 48085C0235J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES 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.

Being a 1.16-acre tract or parcel of land situated in the Collin School Land Survey, Abstract Number 147 in the City of Prosper, Collin County, Texas and being all of Lot 1, Block A of R & R Estates an addition to the City of Prosper, Collin County, Texas, recorded in Cabinet L, Page 840 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:
 BEGINNING at a capped 1/2" iron rod stamped "PREMEIR" found at the Southwest corner of said Lot 1 and the common Southeast corner of Lot 2, Block A of said R & R Estates and being in the North right-of-way line of Farm to Market Road 1138 (100' right-of-way);
 THENCE North 00°31'31" West, with the West line of said Lot 1 and the common East line of said Lot 2, a distance of 180.84 feet to a 1/2" iron rod found at the Northwest corner of said Lot 1 and the common Northeast corner of said Lot 2 and being in the South line of Lot 3, Block A of said R & R Estates;
 THENCE North 89°28'38" East, with the North line of said Lot 1 and the common South line of said Lot 3, a distance of 278.95 feet to a capped 1/2" iron rod stamped "PREMEIR" found at the Northeast corner of said Lot 1;
 THENCE South 00°17'51" East, with the East line of said Lot 1, a distance of 180.45 feet to a 1/2" iron rod found at the Southwest corner of said Lot 1 and being in the North right-of-way of said Farm to Market Road 1138;
 THENCE South 89°23'53" West, with the South line of said Lot 1 and the common North right-of-way line of said Farm to Market Road 1138, a distance of 278.24 to the POINT OF BEGINNING and containing 1.16 acres of land more or less.

Dan Ricketts
 12-04-2019
 Surveyor Seal

TEXAS REGISTRATION #14199
CLAY MOORE ENGINEERING
 1901 CENTRAL DR., SUITE #1
 PROSPER, TX 75080
 WWW.CLAYMOORE.COM

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction purposes.
CLAYMOORE ENGINEERING
 ENGINEERING AND PLANNING
 CONSULTANTS
 Engineer: **MATT MOORE**
 P.E. No. 98351 Date 12/3/2019

**603 BROADWAY CONCEPT
 PROSPER, TX**

NO.	DATE	REVISION	BY

603 BROADWAY STREET	
CASE # : Z19-0023	
OWNER: DUGAN P KELLEY 301 S COLEMAN ST, STE 20 PROSPER, TX 75078 CONTACT NAME: DUGAN P KELLEY	
APPLICANT/REPRESENTATIVE: CLAYMOORE ENGINEERING, INC. 301 S. COLEMAN, SUITE #40 PROSPER, TX 75078 PH: 817.201.6982 CONTACT NAME: MATT MOORE	
SURVEYOR: EAGLE SURVEYING 210 S. ELM STREET, SUITE #104 DENTON, TX 76201 PH: 940.222.3009 CONTACT NAME: DAN RICK	
LEGAL DESCRIPTION: R & R ESTATES (CPR), BLOCK A, LOT 1, 1.156 ACRES	
CITY: PROSPER	STATE: TEXAS
COUNTY: COLLIN	SURVEY: C.C.S.L.
ABSTRACT NO. A0147	
SHEET EX-A	



EXHIBIT B – STATEMENT OF INTENT AND PURPOSE

December 9, 2019

Planning Dept.
City of Prosper
407 E. 1st St.
Prosper, Texas 75078

Re: PD Zoning Request
603 Broadway Street
Letter of Intent

To whom it may concern,

Please let this letter serve as the Letter of Intent for the PD Zoning request associated with the proposed development located at 603 Broadway Street. The subject tract is currently zoned SF-15. The proposed office space is 1,923 square feet. The specific PD standards requested as part of this submittal are further detailed in Exhibit C attached.

Should you have any questions, please feel free to contact me.

Sincerely,

Claymoore Engineering, Inc.
301 S. Coleman, Suite 40
Prosper, TX 75078
817-281-0572

Thank you and please call if you have any comments or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Drew Donosky". The signature is written in a cursive, flowing style.

Drew Donosky, P.E.

Z19-0023**EXHIBIT "C"****DEVELOPMENT STANDARDS**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

1. Except as noted below, the Tract shall continue to be used in accordance with the Downtown Office (DTO) District, as it exists or may be amended.
2. Development Plans
 - A. Conceptual Site Plan: The tract shall continue to be used in general accordance with the attached concept plan, set forth in Exhibit D.
 - B. Building Elevations: The tract shall continue to be used in general accordance with the attached façade plans, set forth in Exhibit F.
 - C. Landscape Plan: The tract shall continue to be used in general accordance with the attached landscape plan, set forth in Exhibit G.
3. Regulations:
 - A. Landscape Setbacks:
 1. Minimum Front Yard – Ten feet (10').
 2. Minimum Side Yard – Two feet (2').
 - B. Parking:
 1. Minimum Drive Aisle – Twenty feet (20').
 2. Maximum fifteen (15) parking spaces shall be permitted on dead-end drive aisles.
 - C. Screening:
 1. A minimum eight-foot (8') screening fence shall be required along the north side of the property, as shown on Exhibit D, in accordance with the screening requirements of the Zoning Ordinance. All remaining screening shall be required in accordance with the screening requirements of the Zoning Ordinance.



Exhibit E – 603 Broadway Street Development Schedule

Below is an anticipated project schedule for the proposed 603 Broadway Development Schedule in accordance with the submittal checklist. This schedule is conceptual and subject to change based on permitting/entitlements. The proposed developer is working on obtaining the required manufacturer approvals for the subject tract. Once obtained, then the permitting approvals will start with the Town.

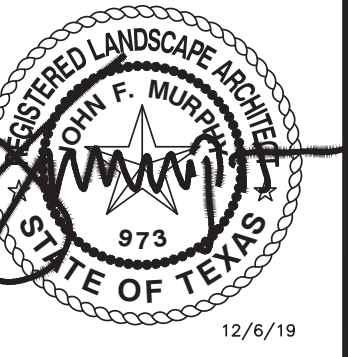
Zoning Submittal to Town – 12/09/19
Zoning Approval from Town – 02/11/20
Final Site Plan Submittal to Town – 02/17/20
Final Site Plan Approval from Town – 03/06/20
Submit Building Permit – 03/06/20
Final Engineering Approval from Town – 03/06/20
Building Permit Issuance – 03/20/20
Start Construction – 03/21/20
Construction Complete – 05/31/20

Thank you and please call if you have any comments or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Drew Donosky". The signature is written in a cursive, flowing style.

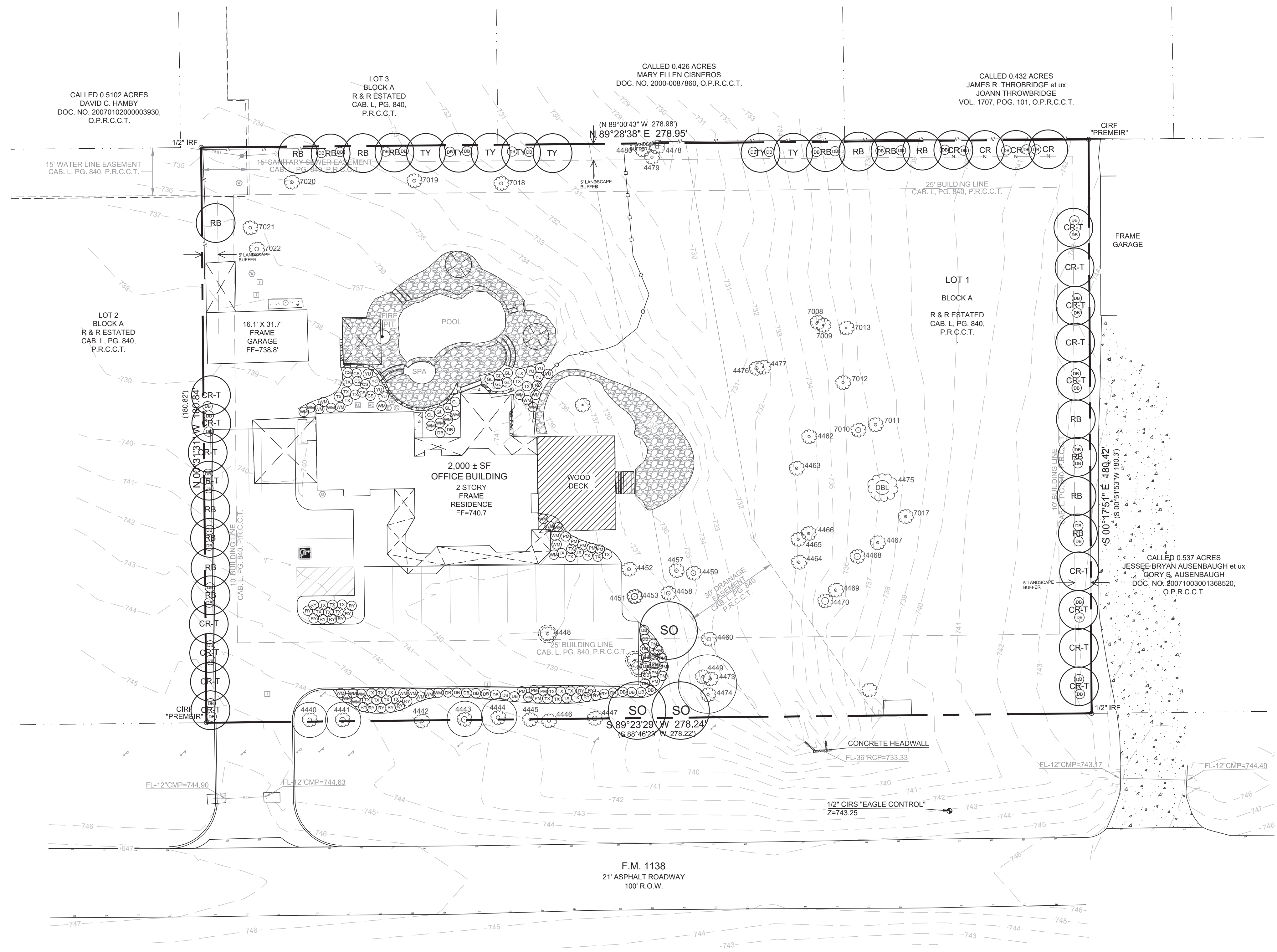
Drew Donosky, P.E.



**603 BROADWAY CONCEPT
 PROSPER, TX**

**EXHIBIT G
 LANDSCAPE PLAN**

DESIGN:	ASD
DRAWN:	ASD
CHECKED:	MAM
DATE:	12/6/2019
SHEET	
L-1	
File No.	



TREE LEGEND

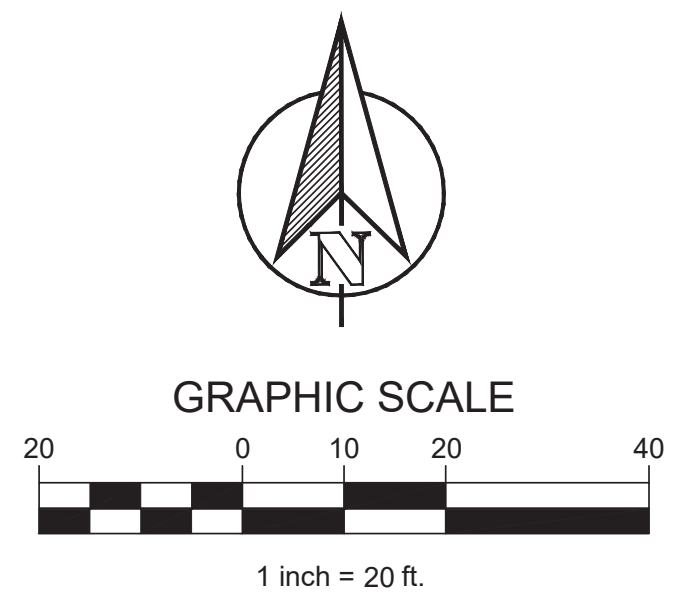
- Canopy Trees
- SO ShreveOak
- Ornamental Trees
- CR-T Crapemyrtle 'Tuscarora'
 - TY Tree Yaupon
 - CR-N Crapemyrtle 'Natchez'
 - RB Redbud

SHRUB LEGEND

- WM Dwarf Wax Myrtle
- GL Giant Liriope
- RY Red Yucca
- DB Dwarf Burford Holly
- TX Texas Sage
- PM Pink Muhly
- CS Cherry Sage
- YU Twistleaf Yucca

LANDSCAPE NOTES

- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" layer of shredded hardwood mulch to all planting beds.
- Install 4" steel edging between all shrub beds and grass areas.
- Shrub beds to have 12 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand)
- Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.
- Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.
- Solid sod or hydromulch all areas disturbed by construction activities.



PLANT LIST

CANOPY TREES				
3	SO	Shumard Oak	Quercus shumardii	3" cal. 11' ht. 5' spread
ORNAMENTAL TREES				
7	TY	Tree Yaupon	Ilex vomitoria	30 gal. 8' ht. multi-trunk female
17	CR-T	Tuscarora Crapemyrtle	Lagerstroemia indica 'Tuscarora'	30 gal. 8' ht. 3 trunk 3" cal. min.
4	CR-N	Natchez Crapemyrtle	Lagerstroemia indica 'Natchez'	30 gal. 8' ht. 3 trunk 3" cal. min.
17	RB	Redbud	Cercis canadensis	30 gal. 8' ht. multi-trunk 3" cal. min.
SHRUBS & GROUNDCOVERS				
31	WM	Dwarf Wax Myrtle	Myrica pusilla	5 gal. 36" oc
9	GL	Giant Liriope	Liriope gigantea	5 gal. 36" oc
19	RY	Red Yucca	Hesperaloe parviflora	5 gal. 36" oc
68	DB	Dwarf Burford Holly	Ilex cornuta 'Burfordii'	5 gal. 36" oc
36	TX	Texas Sage	Leucophyllum frutescens 'Silverado'	5 gal. 36" oc
19	PM	Pink Muhly	Muhlenbergia capillaris	5 gal. 36" oc
6	CS	Cherry Sage	Salvia greggii	5 gal. 36" oc
8	YU	Twistleaf Yucca	Yucca rupicola	5 gal. 36" oc

Town of Prosper, Texas Landscape Calculations

Street Landscape Area				
1 tree per 30 LF		Required	Provided	
15 shrubs per 30 LF		10 trees	7 ex. trees + 3 new	
FM 1138	278 LF	150 shrubs	150 shrubs	
Interior Landscape Area				
13 spaces		Required	Provided	
15 sf area for each parking space		195 SF	331 SF	
1 tree / 15 spaces	At least 1 tree within 150' of each parking space.	1 tree	1 tree	
Perimeter Landscape				
1 tree and 1 shrub per 15 LF		Required	Provided	
West property line	180.84 LF	13 trees	13 trees	
		13 shrubs	13 shrubs	
North property line	278.95 LF	19 trees	19 trees	
		19 shrubs	19 shrubs	
East property line	180.42 LF	13 trees	13 trees	
		13 shrubs	14 shrubs	

Landscape Plan is conceptual in nature. Must meet all required Zoning requirements

Town of Prosper Notes

- Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
- All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
- Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
- Trees must be planted four feet (4') or greater from curbs, sidewalks, utility lines, screening walls, and/or other structures. The Town has final approval for all tree placements.
- Tree pits shall have roughened sides and be two to three times wider than the root ball of the tree in order to facilitate healthy root growth.
- Tree pits shall be tested for water percolation. If water does not drain out of tree pit with in a 24-hour period, the contractor shall provide berming, or devise alternative drainage.
- Trees shall not be planted deeper than the base of the "trunk flare".
- The tree pit shall be backfilled with native topsoil free of rock and other debris.
- Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
- Trees shall not be watered to excess that results in soil saturation. If soil becomes saturated, the watering schedule shall be adjusted to allow for drainage and absorption of the excess water.
- A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2" from the trunk of the tree.
- No person(s) or entity may use improper or malicious maintenance or pruning techniques which would likely lead to the death of the tree. Improper or malicious techniques include, but are not limited to, topping or other unsymmetrical trimming of trees, trimming trees with a backhoe, or use of fire or poison to cause the death of a tree.
- Topsoll shall be a minimum of 8 inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
- All plant beds shall be top-dressed with a minimum of 3 inches of mulch.
- Trees overhanging walks and parking shall have a minimum clear trunk height of 7 feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of 14 feet.
- A visibility triangle must be provided at all intersections, where shrubs are not to exceed 30 inches in height, and trees shall have a minimum clear trunk height of 9 feet.
- Trees planted on a slope shall have the tree well at the average grade of slope.
- No shrubs shall be permitted within areas less than 3 feet in width. All beds less than 3 feet in width shall be grass, groundcover, or some type of fixed paving.
- The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Prosper.
- Landscape and open areas shall be kept free of trash, litter, and weeds.
- An automatic irrigation system shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system.
- No plant material shall be allowed to encroach on right-of-way, sidewalks, or easements to the extent that the vision or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
- No planting areas shall exceed 3:1 slope. 3' horizontal to 1' vertical.
- Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grade of the berm prior to acceptance.
- All walkways shall meet A.D.A. and T.A.S. requirements.
- Contact Town of Prosper Parks and Recreation Division at (972) 346-3502 for landscape inspection. Note that landscape installation must comply with approved landscape plans prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
- Final inspection and approval of screening walls, irrigation, and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances, to be accessible, adjusted to grade, and to the Town of Prosper's Public Works Department standards.
- Prior to calling for a landscape inspection, contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.

site integration studio
Landscape Architecture - Sustainable Site Planning - Natural Resource Design

John F. Murphy, ASLA

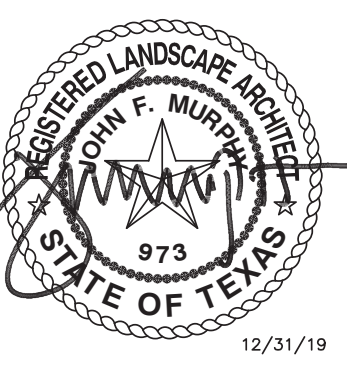
7529 Cross Gate Way
Tyler, TX 75703
john@siteint.com
scott@siteint.com

512.632.3822 - Tyler
512.589.9584 - Austin
www.siteint.com

TEXAS REGISTRATION #14199

CLAY MOORE ENGINEERING

1700 CENTRAL DR. SUITE #1
BEDFORD, TX 76022
PHONE: 817-281-0272
WWW.CLAYMOOREENG.COM



TREE LIST

ID	D.B.H. (")	TYPE
4440	14	HACKBERRY
4441	20	HACKBERRY
4442	13	HACKBERRY
4443	22	HACKBERRY
4444	15	HACKBERRY
4445	8	ELM
4446	12	HACKBERRY
4447	18	HACKBERRY
4448	11	BRADFORD PEAR
4449	12	HACKBERRY
4450	6	HACKBERRY
4451	24	HACKBERRY
4452	12	ELM
4453	24	HACKBERRY
4455	6	MAGNOLIA
4457	7	HACKBERRY
4458	15	ELM
4459	19	ELM
4460	14	HACKBERRY
4461	10	CEDAR
4462	9	ELM
4463	10	BOIS D' ARC
4464	10	HACKBERRY
4465	9	HACKBERRY
4466	9	ELM
4467	9	BOIS D' ARC
4468	24	ELM
4469	10	HACKBERRY
4470	26	ELM
4472	23	HACKBERRY
4473	10	ELM
4474	9	HACKBERRY
4475	53	ELM
4476	13	HACKBERRY
4477	5	HACKBERRY
4478	13	ELM
4479	9	HACKBERRY
4480	12	HACKBERRY
7008	7	ELM
7009	6	ELM
7010	22	ELM
7011	23	ELM
7012	9	HACKBERRY
7013	6	ELM
7017	9	CEDAR
7018	12	CREPE MYRTLE
7019	12	CREPE MYRTLE
7020	12	CREPE MYRTLE

R = Removed tree

603 BROADWAY CONCEPT
PROSPER, TX

EXHIBIT G
LANDSCAPE DETAILS

Tree Stake Solutions
TREE STAKE SOLUTIONS LLC
9973 FM 521 ROAD
ROSHARON, TX 77583
PHONE: (281) 778-1400
FAX: (281) 778-1425
www.treestakesolutions.com

1. WITH TREE NA STRAIGHT & PLUMB POSITION, CENTER THE APPROPRIATE ROOT ANCHOR SAFETY STAKE AROUND THE TRUNK, WITH RINGS LAYING FLAT AGAINST ROOTBALL. U-BRACKETS FACING UP.

2. INSERT 1" OF NAIL STAKES THROUGH EACH OF THE U-BRACKETS. NAILS SHOULD REST IN THE UNDISTURBED SOIL AT THE BOTTOM OF THE TREE PIT. ALL NAILS SHOULD FIT SNUG AGAINST THE SIDE OF THE ROOTBALL.

3. NAIL STAKES SHOULD BE DRIVEN STRAIGHT DOWN INTO THE UNDISTURBED SOIL BELOW THE ROOTBALL. THE NAILS ARE NOW CAGING THE ROOTBALL IN PLACE, WHILE THE TOP-BRACKET PINS OF THE ROOTBALL DOWN.

REFER TO ARBOR-GUY DETAIL FOR ANCHORING

PREPARE SOIL MIX AND FERTILIZER PER SPECS.

ITEM #	DESCRIPTION	NAIL LENGTH X 3PC (INCLUDED)	ITEM #	DESCRIPTION	NAIL LENGTH X 3PC (INCLUDED)
5 BG	5 GALLON OR 10' ROOTBALL	#4 X 24"	100 BG	95/100 GALLON OR 36' ROOTBALL	#5 X 48"
15 BG	10/15 GALLON OR 17' ROOTBALL	#4 X 36"	150 BG	150 GALLON OR 42' ROOTBALL	#5 X 60"
30 BG	20/30 GALLON OR 22' ROOTBALL	#4 X 36"	300 BG	200 GALLON OR 48' ROOTBALL	#5 X 72"
45/65 BG	45/65 GALLON OR 27-30' ROOTBALL	#4 X 48"	300 BG	300 GALLON OR 58' ROOTBALL	#5 X 72"

1 CANOPY TREE PLANTING
SCALE: NONE

2 MULTI-TRUNK PLANTING
SCALE: NONE

3 SHRUB PLANTING
SCALE: NONE

4 GROUNDCOVER PLANTING
SCALE: NONE

DESIGN: ASD
DRAWN: ASD
CHECKED: MAM
DATE: 12/31/2019

SHEET
L-2



**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case Z19-0023: The Town of Prosper has received a request to rezone 2.1± acres from Single Family-15 (SF-15) to Planned Development-Downtown Office (PD-DTO).

LOCATION OF SUBJECT PROPERTY:

The property is located on the north side of Broadway Street, west of Craig Road.

I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition.

I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

I make my home here and don't want
commercial building next to me.

Craig Hamby
Name (please print)

Craig Hamby
Signature

602 E Fifth
Address

1-9-20
Date

Prosper, TX 75078
City, State, and Zip Code

hambon206@yahoo.com
E-mail Address

RECEIVED
JAN 13 2020

BY:

DEVELOPMENT SERVICES



To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 14, 2020

Agenda Item:

Consider and act upon an ordinance designating a certain area within the Town of Prosper as Neighborhood Empowerment Zone Number 1.

Background/Description of Agenda Item:

On November 10, 2009, the Town Council approved a resolution creating Neighborhood Empowerment Zone Number 1 (NEZ 1) to promote economic development within the core downtown area. The resolution was effective for a period of ten (10) years. In lieu of renewing the resolution, the Town Attorney and staff determined it would be advantageous for the Town to adopt the terms within the context of an ordinance.

As contained within the original NEZ 1 Resolution, the ordinance provides for the waiver of 75% of the following development-related fees:

1. building permit fees,
2. construction inspection fees,
3. structure demolition permit fees,
4. certificate of occupancy fees, and
5. water, wastewater, and roadway impact fees

In addition, and at its sole discretion, the Town Council may authorize the refund of up to sixty percent (60%) of municipal sales tax and/or one-hundred percent (100%) of municipal property tax resulting from the new development in NEZ 1. The refund of any taxes shall not exceed a period of ten (10) years.

Prior to the consideration of a renewed empowerment zone for the downtown area, staff had provided briefings with the Planning & Zoning Commission and Town Council on a set of downtown architectural standards. The standards were reviewed by the key downtown commercial stakeholders.

As staff began to initiate the process of adopting the architectural standards within the Zoning Ordinance, HB 2439 became effective, which pre-empted a municipality's ability to regulate building materials through standard codes. The proposed ordinance provides for a voluntary process to enter into a development agreement to ensure our base zoning district and architectural

standards are followed. The downtown architectural standards are incorporated into the ordinance as Exhibit B.

Development agreements will also be utilized in consideration of any refund of taxes. The ordinance grants authority to the Town Manager to execute an agreement when there is no request for a tax refund. Requests for tax refunds will require Town Council approval.

During the September 10, 2019, Town Council meeting, staff provided an overview of the previous NEZ 1 for non-residential development and NEZ 2 for residential development. During that meeting, staff indicated the area for non-residential development incentives would be expanded to include existing and future areas up to Craig Road.

Due to State Law limitations, a NEZ cannot be used for providing incentives for residential development/redevelopment, unless it is solely for the purpose of creating affordable housing. With the demand for new, market rate housing in the downtown area, staff received direction to develop an alternative program to continue to provide certain incentives for residential development/redevelopment. An ordinance creating a "Downtown Residential Revitalization Program" will be presented to the Town Council at a February meeting.

Budget Impact:

While the empowerment zone provides for the reduction of certain development fees, and the refund of sales and property taxes, there is a long term benefit of promoting new construction, redevelopment and the resulting economic vitality of the downtown area.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Staff recommends the Town Council approve an ordinance designating a certain area within the Town of Prosper as Neighborhood Empowerment Zone Number 1.

Proposed Motion:

I move to approve an ordinance designating a certain area within the Town of Prosper as Neighborhood Empowerment Zone Number 1.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE TOWN OF PROSPER, TEXAS AS NEIGHBORHOOD EMPOWERMENT ZONE NUMBER 1 TO PROMOTE ECONOMIC DEVELOPMENT IN THE ZONE; ESTABLISHING THE BOUNDARY OF SUCH ZONE; PROVIDING FOR A WAIVER OF CERTAIN PERMIT AND IMPACT FEES; PROVIDING FOR THE CONSIDERATION OF THE REFUND OF MUNICIPAL PROPERTY AND SALES TAXES, REQUIRING A DEVELOPMENT AGREEMENT; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that the promotion of economic development of the Downtown commercial areas is advantageous to the Town and its citizens; and

WHEREAS, Chapter 378 of the Texas Local Government Code authorizes municipalities in the State of Texas to establish Neighborhood Empowerment Zones; and

WHEREAS, the Town Council previously enacted Resolution No. 09-133 on November 10, 2009, which provided certain incentives to non-residential development through Neighborhood Empowerment Zone No. 1 and the incentives referenced therein; and

WHEREAS, Resolution 09-133 was in effect for a period of ten (10) years, is no longer in effect, and the Town Council desires to adopt a new Neighborhood Empowerment Number 1; and

WHEREAS, Neighborhood Empowerment Zone Number 1 provides for the waiver of certain permit fees and impact fees, and the consideration of the refund of municipal property and sales taxes for a specific period of time, subject to the execution of a development agreement between the Town and a property owner in regard to the adherence to architectural standards and building materials for non-residential structures constructed pursuant to Neighborhood Empowerment Zone Number 1, and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas Municipalities may create programs to promote economic development; and

WHEREAS, the Town Council finds that the creation of Neighborhood Empowerment Number 1 satisfies the requirements of Section 312.002 of the Tax Code.

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

Neighborhood Empowerment Zone Number 1 ("NEZ 1") is hereby created, as shown on the map attached hereto and incorporated herein as Exhibit A, and is subject to the following conditions:

1. NEZ 1 is solely applicable to property owners in the Downtown area for the construction of new, non-residential development. For the purpose of this Ordinance, the term, "new, non-residential development" shall also mean the demolition and/or the redevelopment of existing structure(s), when the demonstrated value of the new construction exceeds the value of the previous improvement by a minimum of fifty percent (50%), based on the most recent value determined by the Collin Central Appraisal District.

2. Prior to authorizing fee waivers or the consideration for requests for the refund of municipal property taxes or municipal sales taxes, a development agreement shall be executed between the Town and the property owner. The development agreement will be prepared by the Town and, among others, the owner shall agree to construction standards as established in the Zoning Ordinance, as it exists or is amended, and the Old Town Architectural Standards, attached hereto and incorporated herein as Exhibit B.

3. Any development agreement executed by the Parties pursuant to this NEZ 1 shall be filed in the Collin County real property records.

4. The Town Manager is hereby authorized to execute development agreements which do not include a request for any refund of municipal property or municipal sales taxes.

5. Development agreements which include requests for the refund of municipal property taxes or municipal sales taxes shall require the approval by the Town Council.

6. Upon execution of a development agreement, the Town shall waive 75% of the cost of the following fees:

- a. building permit fees
- b. construction inspection fees
- c. structure demolition permit fees
- d. certificate of occupancy fees
- e. water, wastewater, and roadway impact fees

7. At its sole discretion, the Town Council may authorize the refund up to sixty percent (60%) of municipal sales tax and/or one-hundred percent (100%) of municipal property tax resulting from the new development in NEZ 1. The refund of any taxes shall not exceed a period of ten (10) years.

SECTION 3

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

SECTION 4

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF JANUARY, 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

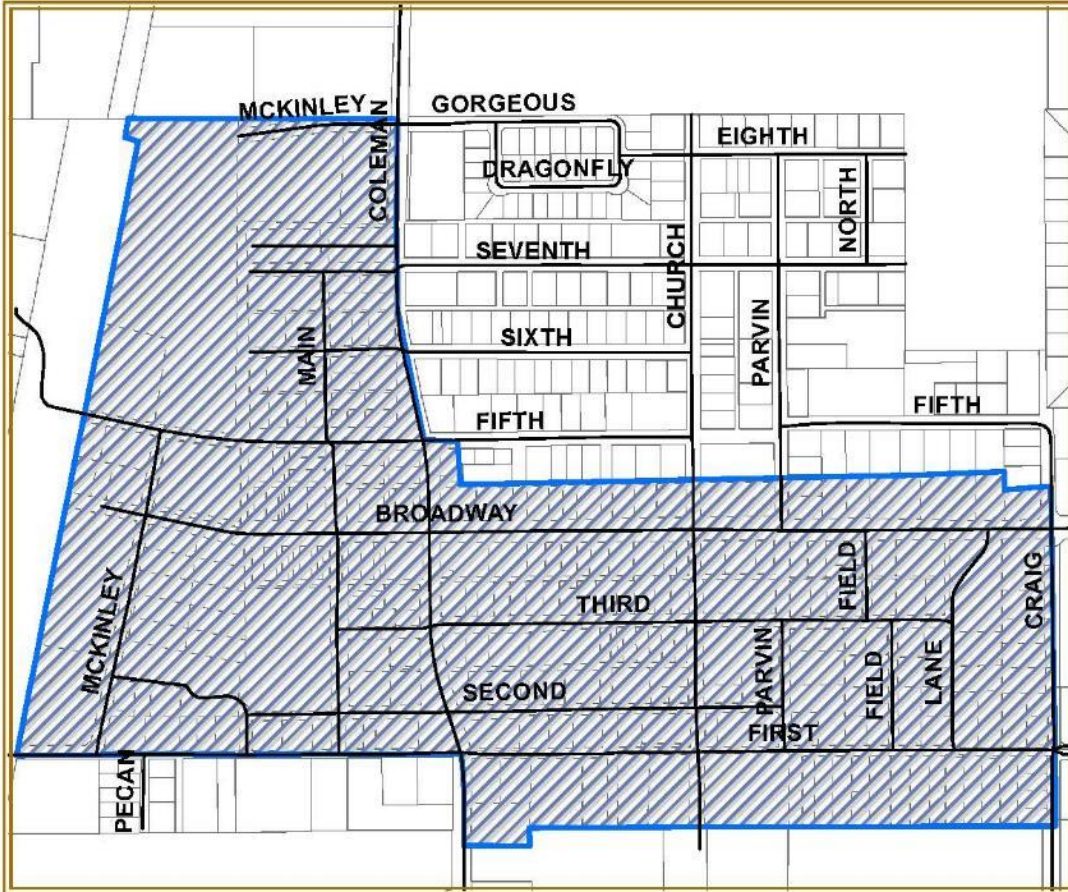
Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

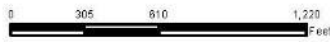
Terrence S. Welch, Town Attorney

EXHIBIT A

TOWN OF PROSPER Neighborhood Empowerment Zone No. 1



Note: The provisions of this Neighborhood Empowerment Zone are restricted to Non-Residential Development.



Prepared 12/20/2019

Exhibit B Prosper Old Town Architectural Standards

1. Old Town Architectural Standards

a. Intent

Old Town is a unique area of Prosper with a distinct architectural character created by existing buildings dating back to the early 1900's. The Old Town area is envisioned to be a pedestrian-oriented, commercial environment that provides opportunities for shops, restaurants, offices and entertainment venues to create a vibrant district. The reuse of existing buildings is encouraged, and new buildings are generally required to be of a character that is consistent with the existing architectural character of the area,



Example: Architectural Designs that establish unique building expressions

although proposals for architectural designs that establish unique building expressions while still fitting the overall context of Old Town can be considered. It is recognized that deviations from the requirements for exterior materials may be necessary to achieve unique building expressions in specific instances. The process for considering such requests is established within Chapter 4 of the Zoning Ordinance. The use of quality building materials will reinforce the character and

viability of the Old Town area long term. Exterior wall materials, articulation and rhythm is critical to creating the sense of place desired by the community. Tri-partite architectural design is required in order for buildings to respond appropriately to the pedestrian, while providing architectural interest by distinguishing the bottom, middle, and top of structures.

b. Building Articulation / Appearance

Where visible from a public street or open space:

- i. *Buildings shall demonstrate both horizontal and vertical articulation.*
- ii. *Buildings shall maintain a façade rhythm expressed by a change in building plane, stepping portions of facades in and out, utilizing balconies, windows, columns or pilasters that are distinctly set out from the façade, undulating the roof line by changing the*



Example: Façade Rhythm



Example: Undulating Roof Line

height of the parapet, or changing types or colors of materials in combination with other techniques.

- iii. *Balconies may extend over the sidewalk* if they maintain a minimum ten (10) feet of clearance above the sidewalk, minimum distance of five (5) feet from the back of curb, and do not interfere with street tree growth or utilities (above or below grade). Any encroachment of balconies over the street right-of-way will require a license agreement with the Town.
- iv. *Buildings shall be designed and constructed as tripartite architecture*, with a distinct base, middle and top. An expression line, setback or other architectural element will delineate the base and top.



Example: Balconies Extending Over Sidewalk



Top
Middle
Base

Example: Tripartite Architecture

- v. *Primary entrances to buildings shall be located on the street* along which the building is oriented. At intersections, corner buildings may have the primary entrances oriented at an angle to the intersection.
- vi. *All primary entrances to buildings shall be covered with awnings, canopies, or be inset behind the front façade a minimum four (4) feet.* A door shall not be permitted to swing into a public right-of-way or sidewalk area.
- vii. *Secondary and service entrances shall be located along alleys, or internal parking areas.*

- viii. *The ground floor level of buildings shall have a minimum of 45% and maximum of 65% of the façade comprised of window area.* A reduction of up to 10% may be granted if specific building design conditions warrant with approval of the Director of Development Services or his/her designee.



Example: Ground Floor Window Area – Façade

- ix. *Floors above the ground floor level shall have a minimum of 30% and a maximum of 60% of the façade comprised of window area.* A reduction of up to 10% may be granted if specific building design conditions warrant with approval of the Director of Development Services or his/her designee.
- x. *The base color for the primary façade shall be muted colors that would commonly occur in natural stone or clay fired brick.* Trim accents can be either a contrasting or harmonizing color, as long as the colors do not contrast so strongly that they do not

read as a part of the overall façade composition. The use of bright, high-intensity colors is subject to Director of Development Services or his/her designee approval.

c. Building Walls

i. Materials

Each exterior wall shall comply with the following materials requirements:

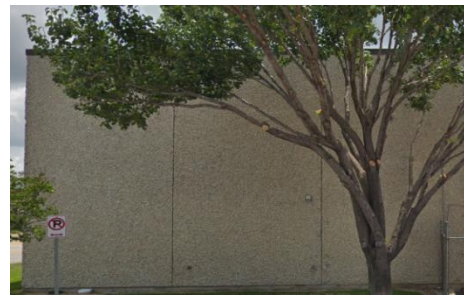
- a) Primary Materials ($\geq 75\%$)
 - 1) Clay-Fired Brick
 - 2) Natural Stone
- b) Secondary Materials ($\leq 25\%$) (Above Ground Floor only)
 - 1) Wood-based, high-pressure laminate (e.g. Compact Wood, Trespa, Prodema, or equal)
 - 2) Three-Coat Stucco
- c) Accent Materials ($\leq 10\%$)
 - 1) Pre-cast stone
 - 2) Metal Accents
 - 3) Tile
 - 4) Cement Board
 - 5) Other as permitted with approval of the Director of Development Services or his/her designee.

ii. Techniques and Configurations

- a) Blank facades are prohibited fronting along a street or public open space in lengths greater than twenty (20) linear feet. Design treatments to eliminate blank facades are subject to Director of Development Services or his/her designee approval based on the ability to enhance the pedestrian and visual environment and can include items such as transparent windows and doors, display windows and/or awnings.



Example: Blank Façade



- b) All elevations visible from the public open space or street shall be designed as building façades. Buildings occupying corner lots shall have two facades and each facade should be treated with equal design attention (e.g. parapet walls).
- c) Exterior façade material transitions from base to middle or middle to top should be made in one of two ways:
 - 1) Horizontally, through a shift in vertical plane toward the interior, or
 - 2) Vertically, through a change in building materials or the use of trim along a level line.
- d) In buildings which have more than one material, the “heavier” material should go below the “lighter” material (e.g. a three-coat stucco wall



Example: Corner Lot with Two Façades

Example: “Heavier” Materials below “Lighter” Materials (upper story with a stone or brick base).

d. Roofs and Parapets

The majority of existing roofs on the older commercial buildings in Old Town are flat with a parapet, creating a distinct architectural character. Roofs on new buildings in the Old Town area, while not required to be flat, shall have a similar look to the older commercial buildings. Provision for roof-top dining, entertaining, or outdoor gathering spaces is encouraged.

i. Materials

- a) Roofs may be constructed of any material that is permitted by applicable building codes.
- b) For flat roofs, “Green Roofs” are encouraged and may be used in lieu of any other roofing material with approval of the Director of Development Services or his/her designee.



Example: Roof-Top Dining and Entertaining

ii. *Techniques and Configurations*

a) Flat roofs

- 1) Cornices must be provided for flat roofs.
- 2) Cornices shall project horizontally a minimum of six (6) inches and maximum of twelve (12) inches beyond the facade of the building for each story up to the maximum height.



Example: Cornices

b) Pitched Roofs

- 1) If a pitched roof is provided, the highest point of the ridgeline shall be concealed from surrounding streets or open spaces by a parapet. The parapet shall not exceed six (6) feet in height.



Example: Ridgeline Concealed Behind Parapet

c) Eaves

- 1) If provided, eaves must overhang the principal building a minimum of eighteen (18) inches to a maximum thirty (30) inches for the initial two building stories. For additional building stories, eaves must overhang the principal building a minimum twenty-four (24) inches to maximum forty-two (42) inches.



Example: Overhanging Eaves

iii. *Roof Mounted Equipment*

- a) All roof-mounted equipment, including fans, vents, air conditioning units, and cooling towers, shall be screened to eliminate the view of the equipment.
- b) The height of the screening device shall equal the height of the tallest element of roof-mounted equipment.
- c) A parapet or architectural design element on a building shall screen mechanical equipment; however, the parapet or architectural design element shall be limited to maximum six (6) feet in height. Mechanical equipment taller than the parapet or architectural design element shall be screened by an additional screening device to achieve the required screening height.
- d) The outside of the screening device shall be painted or finished in a similar color to the building façade, trim or roof surface.
- e) Roof-mounted equipment and the inside of the screening device shall be painted similar to the color of the roof surface in order to minimize the visibility

of the equipment and screening mechanism from overhead views from adjacent properties.

e. Windows, Doors, Awnings and Canopies

Windows lining a building facade establish the scale and rhythm of the streetscape for pedestrians. This scale is controlled by the placement, type and sizes of windows. For commercial buildings, windows allow for goods and customers to be viewed, thus creating interaction between the building and public realm.

i. Windows

a) Materials

- 1) Anodized aluminum, wood, clad wood, vinyl or steel frame.
- 2) Ornamental glass (leaded, stained) may be allowed with approval of the Director of Development Services or his/her designee.
- 3) Mirrored glass is prohibited.
- 4) Window screens shall match the window frame material color or shall be dark anodized. Window screens shall be prohibited on ground floor of buildings.
- 5) Exterior solar screens shall not be allowed to cover windows or doors.
- 6) Windows shall not be made opaque by signage or other application treatments. However, movable interior sunscreens or blinds shall be permitted.
- 7) Black glass, opaque glass and other “false window” techniques are prohibited.



Example: False Window

- 8) At the ground floor level:
 - (a) Windows shall have a minimum 60% visible light transmittance.
 - (b) Windows having a visible light transmittance less than 60% may be allowed by the Director of Development Services or his/her designee in order for the windows to satisfy building code requirements related to energy efficiency, provided that the windows maximize, to the extent possible, the visible light transmittance desired for commercial uses at the ground floor level for urban streetscape environments to maximize the visibility of the interior activities of the building.

- (c) Operable windows including decorative overhead doors shall be permitted in restaurants and outdoor dining locations.
- b) Techniques and Configurations
 - 1) All Windows
 - (a) The horizontal dimension of window openings shall not exceed the vertical dimension without approval of the Director of Development Services or his/her designee.
 - (b) Horizontal groupings of windows not to exceed five (5) per group, where separated by a mullion, column, or wall section a minimum of seven (7) inches wide.
 - (c) Exterior shutters shall be sized and mounted appropriately for the window opening and will be one half the width of the adjacent window.
 - (d) Windows shall be a minimum of thirty (30) inches from building corners, unless separated by a corner mullion or column twice the width used in the grouping.



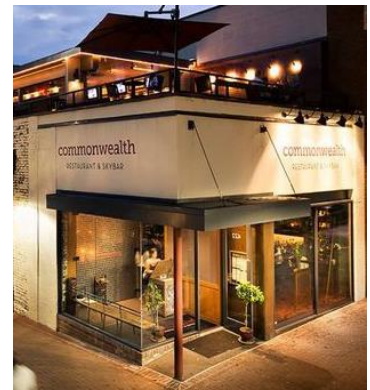
Example: Operable Windows and Overhead Doors

ii. Doors

- a) Materials
 - 1) Wood, clad wood, anodized aluminum, glass and/or steel.
- b) Techniques and Configurations
 - 1) Doorway entries shall be recessed four (4) feet or more behind the façade of the building. Where a four (4) foot setback is not possible due to existing constraints, the doorway shall have a canopy or awning.



Example: Canopy or Awning over Non-Recessed Door



Example: Recessed Door

- 2) Service, security or garage doors shall not be placed along street frontages or open spaces; however, these entries may be placed along alleys or internal parking areas.

iii. Awnings and Canopies

- a) Materials
 - 1) Metal, canvas, or tempered glass
- b) Techniques and Configurations

- 1) Awnings or canopy shall extend a maximum of eight (8) feet from the building facade over the sidewalk for at least 75% of the frontage of the building.
- 2) Minimum eight (8) foot clearance above sidewalks.
- 3) Shall be constructed in such a way as to be durable and consistent with the architectural character of the building.
- 4) When used, shall be located to provide shading for ground floor exterior windows and doors and shall cover the entire width of the window opening or groups of windows.
- 5) Shall be placed in such a manner as to emphasize the architectural features of the building.



Example: Awnings Highlighting Architectural Features

2. Definitions

For the purposes of this Ordinance, the following words shall have the following definitions ascribed to them. Words not defined in this Ordinance shall be given their common and ordinary meaning.

Cornice. An ornamental molding just below the roofline that frames or supports the upper façade and includes any eaves or other overhangs beneath the roof.

Eaves. The edges of a roof that project outward from the main structure of a building and overhang the wall.

Façade. The exterior walls of a structure that are visible to an observer from the outside, especially at the ground level.

Ground Floor. That portion of a building from the street-level finish floor elevation and extended twelve and one-half feet above the street-level finish floor elevation.

Green Roof. A building roof that is partially or entirely covered by greenery or vegetation, requiring the use of a growing medium in-between the structure and the plants above and providing insulation, shade, and aesthetic improvements for the structure's inhabitants.

Ridgeline. The peak of a roof where two or more sloped surfaces meet to form the top of the building or structure.

Solar Screen. A special window screen mesh, often opaque, that is specially designed for sun control.

Three-Coat Stucco. The traditional application of plaster or a plaster-like material, often composed of Portland cement, sand, and lime, in three coats to cure and strengthen the exterior of a building or structure.

Tri-Partite Architecture. The aesthetic division of a structure into three distinct parts, such as the base, shaft, and capital of a Classical column.

Visible Light Transmittance. The amount of light that is transmitted, and thus visible, through a window.

Window Screen. A screen, usually of wire mesh, designed to fit into a window frame and keep out insects when the window is open.

**POLICE
DEPARTMENT**



To: Mayor and Town Council
From: Doug Kowalski, Police Department
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon a resolution supporting a comprehensive, coordinated, interagency approach to Freeway Incident Management.

Description of Agenda Item:

Town staff is proposing the attached resolution adopting the Regional Transportation Council's Freeway Incident Management System model resolution which shows Prosper's support of the RTC Resolution R08-10, unifying regional jurisdictions with common standards and practices pertaining to traffic incidents and the reporting, training, and equipment to reduce congestion and improve first responder safety.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., prepared the attached resolution.

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends adopting a resolution supporting a comprehensive, coordinated, interagency approach to Freeway Incident Management.

Proposed Motion:

I move to approve a resolution supporting a comprehensive, coordinated, interagency approach to Freeway Incident Management.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2020-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUPPORTING A COMPREHENSIVE, COORDINATED, INTERAGENCY APPROACH TO FREEWAY INCIDENT MANAGEMENT MODEL RESOLUTION; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments (NCTCOG) and the regional forum for cooperative decisions on transportation; and,

WHEREAS, the RTC adopted Resolution R08-10 (an update to RTC Resolution R03-01) that supports a comprehensive, coordinated, interagency approach to Freeway Incident Management; and,

WHEREAS, the goal of the NCTCOG Freeway Incident Management Training Program is to initiate a common, coordinated response to traffic incidents that will build partnerships, enhance safety for emergency personnel, reduce secondary traffic crashes, improve the efficiency of the transportation system, and improve air quality in the Dallas-Fort Worth region; and,

WHEREAS, non-recurring traffic incidents are responsible for about 50 percent of all congestion and the secondary crashes caused by these incidents kill or injure hundreds annually in the Dallas-Fort Worth area; and,

WHEREAS, multi-agency coordination and the implementation of "best practices" Freeway Incident Management techniques reduce congestion on affected roadways and improve the safety of incident responders; and,

WHEREAS, effective policies, training, equipment and technology that aid in quick incident clearance can both assist with keeping motorists and first responders safe on the roadway and assist in improved air quality for the region; and,

WHEREAS, in partnership with regional incident response agencies, NCTCOG has established definitions for regional incident management performance measures: incident clearance time, roadway clearance time, secondary crash, and recovery time.

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

SECTION 1

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

SECTION 2

The Town of Prosper supports the following: (1) a comprehensive, coordinated, interagency approach to Freeway Incident Management; (2) the quick detection and clearance of traffic incidents using state-of-the-art traffic surveillance, traveler notification, and crash investigation equipment; (3) an enhanced Geographic Information Systems (GIS) based incident location system that will aid incident reporters and responders in the timely detection and verification of incidents; (4) a uniform policy whereby law enforcement agency personnel may remove personal property from a roadway or right-of-way, without the consent of the owner or carrier of the property, if the agency determines that the property blocks the roadway or endangers public safety; (5) adopting a quick clearance policy or towing ordinance that mandates the arrival of appropriate equipment within a specified time limit; (6) the use and tracking of regional incident management performance measures; (7) the development of interagency agreements for incident management operations that include safe, quick clearance goals stated as time goals for incident clearance; (8) participation in multi-disciplinary post incident reviews after major incidents to share lessons learned; and (9) consistent, coordinated operational strategies for major freeway and toll road projects that include quick incident clearance practices, and that these strategies will be consistently adopted prior to major freeway and toll road improvement expenditures in order to ensure that the expected mobility benefits are realized.

SECTION 3

The Town of Prosper encourages all personnel involved in Freeway Incident Management to participate in available training opportunities and exercises that promote the objectives within this Resolution—a common, comprehensive approach that maintains the safety of incident responders and travelers, while minimizing clearance time.

SECTION 4

The Town Council of the Town of Prosper hereby directs staff to develop and bring forth a set of policies and/or an ordinance consistent with the principles contained herein for the Town's consideration.

SECTION 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28th DAY OF JANUARY, 2020.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

ENGINEERING SERVICES



To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 28, 2020

Agenda Item:

Consider and act upon awarding CSP No. 2020-30-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the Project I - Fishtrap Road and Teel Parkway Intersection Improvement Project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On December 23, 2019, three (3) Competitive Sealed Proposals (CSP) were received for Project I - Fishtrap Road and Teel Parkway Intersection Improvements and two (2) Competitive Sealed Proposals (CSP) for Project II - Traffic Signal Installation Project. The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (30%)
 - Outline contractor and subcontractor experience with similar projects.
 - Outline qualifications of key personnel assigned to this project.
 - Provide references.
- Project Timeline (20%)
- Cost Proposal (50%)

The verified cost proposals ranged for Project I between \$1,476,220.45 and \$1,584,993.25, and for Project II between \$280,225.00 and \$308,247.50. The Engineer's estimate for Project I was \$1,040,000.00 and for Project II, \$215,989.44. The proposed final completion times for Project I ranged from 160 calendar days to 208 calendar days, and for Project II both firms submitted 60 calendar days. Proposals for Project II were substantially more than the current budgeted amount of \$250,000.00 with \$109,377.10 in material already purchased for the traffic signal. Staff is recommending that Project II not be awarded and instead, rebid as a stand-alone project.

Staff evaluated each submittal in accordance with the evaluation criteria as stated above, to determine the contractor that offered the best value. Mario Sinacola & Sons Excavating, Inc., (Sinacola) was the firm ranked the highest for Project I after consideration of Costs, Time, and Qualifications with a cost of \$1,551,408.70, and a total project timeline of 195 calendar day (165 days for Substantial Completion and 30 additional calendar days for Final Completion. Once the ranking of firms was complete with Sinacola ranking the highest, negotiations with Sinacola allowed the final construction amount to be lowered to \$1,399,983.10, a cost savings of \$151,425.60.

Staff has transitioned to a fully electronic bid/proposal process, in order to maximize the use of the Town's e-procurement system. Due to the use of electronic forms, the bid/proposal documents and Construction Agreement are compiled differently. In the Supplier Response section, there is a list of attachments that are referenced, but not included with the Construction Agreement. These are documents such as contractor and sub-contractor experience, references worksheets, and standard bid/proposal forms. These documents will be kept on file in the Purchasing Office, and are available for viewing upon request.

Budget Impact:

The FY 2019-2020 Capital Improvement Program includes \$1,350,000 for the Fishtrap Road and Teel Parkway Intersection Improvement Project. To fund the additional \$50,000 for the project, cost savings from the Prosper Trail (Kroger – Coit) Project was reallocated to the Fishtrap Road and Teel Parkway Intersection Improvement Project. Funding in the amount of \$1,400,000 is available in Account Number 750-6610-10-00-1824-ST

Legal Obligations and Review:

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

Attached Documents:

1. Proposal Evaluation Matrix
2. Construction Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council Award CSP No. 2020-30-B to Mario Sinacola & Sons, Inc., related to construction services for Project I – Fishtrap Road and Teel Parkway Intersection Improvements Project; and authorize the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award CSP No. 2020-30-B to Mario Sinacola & Sons, Inc., related to construction services for Project I – Fishtrap Road and Teel Parkway Intersection Improvements Project; and authorize the Town Manager to execute a construction agreement for same.

CSP NO. 2020-30-B
 FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS & TRAFFIC SIGNAL

EVALUATION MATRIX - PROJECT I		ED BELL CONSTRUCTION COMPANY		MARIO SINACOLA & SONS EXCAVATING, INC.		XIT PAVING AND CONSTRUCTION, INC.	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Qualifications and Experience	30%	7.00	2.10	9.50	2.85	6.50	1.95
Proposed Project Timeline	20%	6.88	1.38	8.36	1.67	10.00	2.00
Cost Proposal	50%	10.00	5.00	9.52	4.76	9.31	4.66
TOTAL	100%		8.48		9.28		8.61

EVALUATION MATRIX - PROJECT II		ED BELL CONSTRUCTION COMPANY		MARIO SINACOLA & SONS EXCAVATING, INC.	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Qualifications and Experience	30%	7.00	2.10	9.50	2.85
Proposed Project Timeline	20%	6.88	1.38	8.36	1.67
Cost Proposal	50%	9.09	4.55	10.00	5.00
TOTAL	100%		8.02		9.52

Proposals exceed \$1.5 million ██████████

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

**FISHTRAP ROAD AND TEEL PARKWAY
INTERSECTION IMPROVEMENTS &
TRAFFIC SIGNAL
CSP NO. 2020-30-B**



TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Curry Vogelsang, Jr., Mayor Pro-Tem
Jason Dixon, Deputy Mayor Pro-Tem
Marcus E. Ray, Place 1
Craig Andres, Place 2
Meigs Miller, Place 4
Jeff Hodges, Place 5

Harlan Jefferson, Town Manager

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LEGAL NOTICE

The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2020-30-B FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS & TRAFFIC SIGNAL**. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until **10:00 A.M. on Thursday, December 19, 2019**. Any proposals received after this time will not be accepted, and will be returned unopened. Proposals will be publicly opened and read aloud in the Finance Conference Room, located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078, immediately following the proposal deadline.

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Fishtrap and Teel intersection improvements and traffic signal.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Engineering Department, 250 W. First Street, Prosper, Texas, 75078, Phone: (972) 569-1198** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at january_cook@prospertx.gov. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on Thursday, December 12, 2019**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

INSTRUCTIONS TO PROPOSERS

1. Submittal Deadline: Proposals will be accepted until **10:00 A.M. on Thursday, December 19, 2019**.
2. Submittal Location: Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078.
3. Electronic Submittal Requirements: If submitting proposal through IonWave.net, Proposer shall complete all requested information and submit all required documents.
4. Hard Copy Submittal Requirements: If submitting proposal in hard copy, Proposer shall submit one (1) original and one (1) copy of their proposal in a sealed envelope clearly marked with their name and **CSP NO. 2020-30-B FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS & TRAFFIC SIGNAL**. Proposer shall complete all requested information and submit all required documents.
5. Proposal Opening: Proposals will be publicly opened and read aloud in the Finance Conference Room, located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078, immediately following the proposal deadline.
6. Proposal Documents: Copies of Plans, Specifications, and Contract Documents may be examined without charge at the following location:

Town of Prosper
Engineering Department
250 W. First Street
Prosper, TX 75078
Phone: 972-569-1198

or

Download free of charge from Current Bidding Opportunities, at the following link:

<http://www.prospertx.gov/business/bid-opportunities/>.

7. Questions and Requests for Clarification: Questions and requests for clarifications in regard to this proposal should be emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at january_cook@prospertx.gov. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on Thursday, December 12, 2019**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.
8. Addenda: If it becomes necessary to provide additional information to potential Proposers, the Town of Prosper will issue an addendum containing the necessary information.
9. Pre-Proposal Meeting: A pre-proposal meeting **will not** be held for this project.
10. Site Visit: N/A

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN) KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **Mario Sinacola & Sons Excavating, Inc.** a Michigan corporation, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**CSP NO. 2020-30-B
FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS (PROJECT I)**

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **one million three hundred ninety-nine thousand nine hundred eighty-three dollars and ten cents (\$1,399,983.10)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **165** calendar days after the date of the Notice to Proceed for the base proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND

AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

Contractor 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 included in the contractor's proposal. 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. Certificates holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

re: CSP No. 2020-30-B FISHTRAP ROAD AND TEEL PARKWAY
INTERSECTION IMPROVEMENTS & TRAFFIC SIGNAL

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. 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.

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 1) Premises / Operations
 - 2) Broad Form Contractual Liability
 - 3) Products and Completed Operations
 - 4) Personal Injury

- 5) Broad Form Property Damage
 - 6) Explosion Collapse and Underground (XCU) Coverage.
 - b. 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 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
 - c. Automobile Liability: \$1,000,000 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.
 - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
 - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions
- Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.
4. Other Insurance Provisions
- The policies are to contain, or be endorsed to contain the following provisions:
- a. General Liability and Automobile Liability Coverage
 - 1) 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 contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
 - 2) The contractor'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 contractor's insurance and shall not contribute with it.

- 3) 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.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. 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 contractor for the Town.

c. 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.

5. 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.

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating coverage's 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.

G. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

H. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

- a. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
- b. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

I. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

J. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

K. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

L. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

M. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

N. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

O. "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 Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

P. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE

OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

MARIO SINACOLA & SONS EXCAVATING, INC. TOWN OF PROSPER, TEXAS

By: **MICHAEL SINACOLA**

Title: Vice-President

Date: _____

Address: 10950 Research Rd.
Frisco, TX 75033

Phone: (214) 387-3900
Email: msinacola@mariosinacola.com

By: **HARLAN JEFFERSON**

Title: Town Manager

Date: _____

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078

Phone: (972) 346-2640
Email: harlan_jefferson@prospertx.gov

ATTEST:

ROBYN BATTLE
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of _____ Dollars (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **28th day of January, A.D. 2020**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2020-30-B
FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS (PROJECT I)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder

or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2020.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **28th day of January A.D. 2020**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2020-30-B
FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS (PROJECT I)**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2020.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **28th day of January, 2020**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2020-30-B
FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS (PROJECT I)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the ____ day of _____, 2020.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SPECIAL CONDITIONS

SC.01 **PURPOSE:** The Special Conditions contained herein set forth conditions or requirements particular to this Contract:

CSP NO. 2020-30-B FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS & TRAFFIC SIGNAL

The Special Conditions supplement the General Conditions and the Standard Specifications and take precedence over any conditions or requirements of the General Conditions and the Standard Specifications with which they are in conflict.

SC.02 **DEFINITIONS:** The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

ENGINEER: The Engineer of Record as shown on the Construction Drawings:
Road plans: Taylor Blanchard, P.E.
Signal plans: Dave Carter, P.E.

SC.03 **MINIMUM QUALIFICATIONS OF VENDORS:** The Town will only consider Bidders who meet the Minimum Qualifications identified in this section. Should the Town determine, in its sole discretion, that the Bidder does not meet these Minimum Qualifications, the Town will disqualify the Bidder and its bid will be rejected as non-responsive. Experience performing projects of similar scope, quantities, and cost will be a primary consideration of meeting the minimum qualifications.

The Bidder shall submit within five (5) days of the Owner's request such evidence as the Owner may require to establish its financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. Bidders are subject to disqualification if they fail to provide evidence within the five-day period. Confident bidders are strongly encouraged to have this evidence ready by Bid Opening. Submissions will be made to the Director of Engineering Services, Town of Prosper, 250 W. First Street, Prosper, Texas.

The Town reserves the right to conduct site/yard visits to the Bidders' place of business, yard sites or current project sites. The required information to be submitted shall consist of, but shall not necessarily be limited to, the following:

- A. Current Project Experience. A list of all projects presently under construction by the bidder including approximate cost, project start date and estimated completion date shall be submitted.
- B. Past Project Experience. A minimum of three (3) comparable projects in each category listed below meeting the following requirements shall be submitted:
 - 1. Traffic Signal Construction
 - a. Completed within the previous five years from the date of the Owner's request;
 - b. Located in the Dallas-Fort Worth Metroplex;
 - c. Scope of work consisting of similar items and quantities; and
 - d. Copy of actual project schedule used during construction;
 - e. This qualification may be met with the qualifications from a sub-contractor.

2. Roadway and Drainage Projects

- a. Completed within the previous five years from the date of Owner's request;
 - b. Located in the Dallas-Fort Worth Metroplex;
 - c. Total Construction Cost for paving and drainage and related improvements of at least \$500,000;
 - d. Scope of work consisting of similar items and quantities including concrete paving and storm drainage improvements; and
 - e. Copy of actual project schedule used during construction.
- C. Key Personnel Resumes. If requested, bidder shall provide resumes of LOCAL personnel expected to oversee this project. Resumes shall be provided for executive and management team as well as on-site project manager.
- D. Financial Statement. Each Bidder shall be prepared to submit upon request of the Owner a financial statement prepared by an independent Certified Public Accountant with no evidence of threatening losses (current within the last six (6) months of bid date). This information will be used to confirm that the Bidder has suitable financial status to meet obligations incidental to performing the work.
- E. Proof that the bidder maintains a permanent place of business (must be submitted within five (5) days if requested).

SC.04

INTRODUCTION: The Town of Prosper ("Town") is accepting competitive sealed proposals (CSP) for furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of the Fishtrap and Teel intersection and traffic signal.

The contract will be awarded based on the evaluation criteria stated herein. This document provides interested firms with the information necessary to prepare and submit a proposal for consideration. Proposals are to be submitted in accordance with this document, and the accompanying instructions.

There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All costs directly or indirectly related to preparation of a response to this request for competitive sealed proposals (CSP), any oral presentation required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the Town shall be the sole responsibility of, and shall be borne completely by the proposer.

Proposals for the projects as specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery. The Town reserves the right to reject any or all proposals submitted.

Proposals submitted will be reviewed by Town staff. It is the responsibility of the proposer to ensure the receipt of any and all addenda related to the proposal. It shall be the sole responsibility of the respondent to insure that their proposal is received by the Purchasing Office within the time limit indicated. Late proposals will not be considered.

During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or

omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process, including an oral presentation to the Town Council.

The Town reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this CSP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. All proposals submitted will remain valid for a period of 90 days subsequent to the CSP due date.

SC04. SPECIFICATIONS: Proposal must meet or exceed the specifications and requirements herein, in order to be considered.

SC05: SUBMITTALS: In order for your proposal to be considered responsive, the following information must be submitted:

- A. Qualifications and Experience
 - 1) Outline contractor and subcontractor experience with similar projects, and label as **Attachment A1**.
 - 2) Outline qualifications of key personnel assigned to this project and label as **Attachment A2**.
 - 3) Complete the References Worksheet and label as **Attachment A3**.
- B. Pricing
 - 1) For online submissions, please submit the line item pricing.
 - 2) For hard copy submissions, you must print and complete the Bid Lines and submit it with your proposal.
 - 3) The Town is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.
- C. Bid Proposal Conditions (Bid Attributes)
 - 1) For online submissions, you must select "I Agree", or provide the requested information for each condition.
 - 2) For hard copy submissions, you must complete and print the Bid Attributes section and submit it with your proposal.
- D. Supplier Information
 - 1) For hard copy submissions, you must complete and print the Supplier Information section and submit it with your proposal.

SC06: EVALUATION CRITERIA: A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this CSP may result in disqualification of the submission. The objective of the review committee will be to select the Proposal that provides the best value to the Town. The decision made by the Town of Prosper will be final. The agreement will be awarded based on the following evaluation criteria:

- A. Qualifications and Experience (30%)
- B. Proposed Project Timeline (20%)
- C. Cost Proposal (50%)

SC07: INTERVIEWS AND PRESENTATIONS: In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the Proposal. However, the Town reserves the right to conduct interviews with and request presentations from any respondents.

SC08: SELECTION AND AWARD: If the Town is unable to reach an agreement with the first-ranked Contractor, the Town shall terminate further discussions with the first-ranked Contractor, and commence negotiations with the next-ranked Contractor, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Contractor is expressly conditioned upon (1) the Contractor's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the Contractor is notified of the acceptance of its Proposal, and (ii) the Contractor's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Contractor fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Town may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Contractor, or may reject all Proposals.

There will be no contractual obligation on the part of the Town to any Contractor, nor will any firm have any property interest or other right in the contract or work being proposed, unless and until the Agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the selected firm have either been so fulfilled by the firm, or waived in writing by the firm or Town, as applicable.

SC09: SUBMISSION OR DELIVERY OF PROPOSAL: Proposals for the construction services specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.

- A. Online Submission

Proposals may be submitted online through IonWave.net, the Town's e-procurement system. Please ensure that you provide all required information, including attachments. Any additional response attachments must be uploaded and included with your submission in order to be considered.

- B. Mailed/Delivered Submission

Proposals must be submitted with the RFP number and the respondent's name and address clearly indicated on the front of the envelope. Please submit one (1) unbound original and one (1) copy of your proposal, in a sealed envelope or package to the address listed below:

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

Mailing Address (US Postal Service Only):
Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

TECHNICAL SPECIFICATIONS

TS1: FIBER VAULT AND CONDUIT

Conduit and vaults will be installed for future fiber. Bore and vaults to parallel conduit for traffic signal.

Cable Vault Specifications

Vault will be 30" X 48" X 36" depth in H10 or better rated, open bottom with "TOWN OF PROSPER FIBER OPTICS" raised letter on the lid. Placement of top vault will be even with final ground grade, 50' of curb radius or right of way line of intersection road. 6" of pea size gravel placed in bottom of vault. An 8' ground rod will be placed in every vault, with 1' exposed above pea gravel. The ground resistance of this ground rod will be 25 ohm or less, contractor will provide testing and results.

Conduit Specifications

6" schedule 40 PVC with (3) – 2", (2) – 1 ¼", (1) – 1" interducts with low friction, polyester fiber pull tape in each interduct, 1800 psi tensile strength. A tracer wire, 10 AWG insulated, will be placed within the 6" duct. The 6" duct will be placed with a minimum of 42" of cover and a 6" orange warning tape placed 1' below the final ground grade with "Fiber Optic Line" printed on it repeatedly. The interducts will enter all the vaults with a minimum of 18" exposed above the pea gravel.

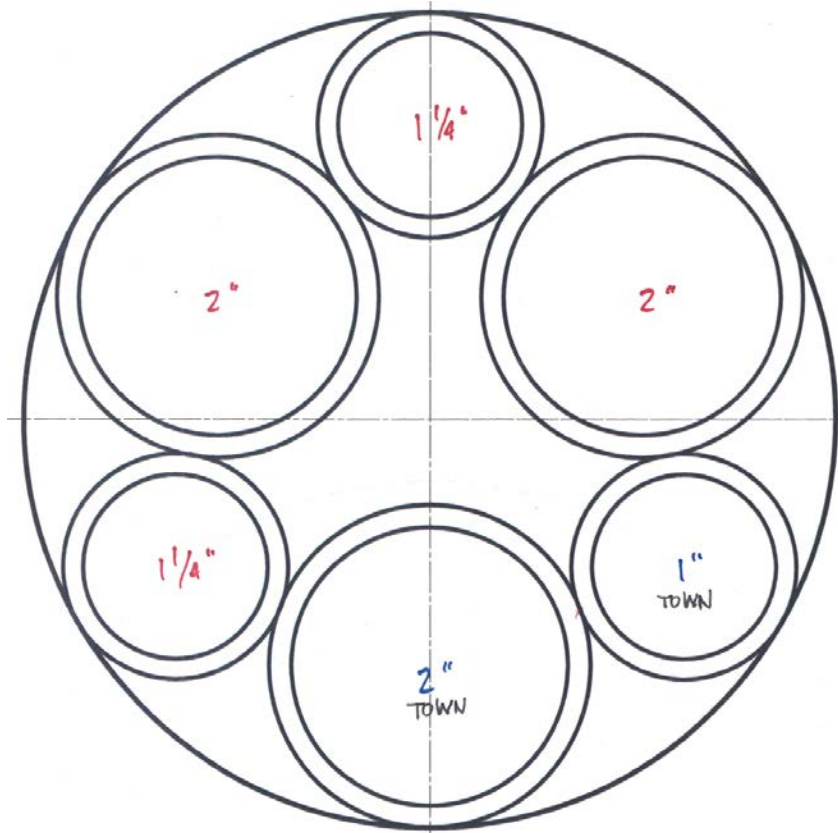


EXHIBIT TS1.1

Please reference the Construction Plans for all other technical specifications



2020-30-B Addendum 3

Mario Sinacola & Sons Excavating, Inc. Supplier Response

Event Information

Number: 2020-30-B Addendum 3
 Title: CSP for Fishtrap Road and Teel Parkway Intersection Improvements & Traffic Signal
 Type: Competitive Sealed Proposals
 Issue Date: 12/4/2019
 Deadline: 12/23/2019 10:00 AM (CT)
 Notes: The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2020-30-B FISHTRAP ROAD AND TEEL PARKWAY INTERSECTION IMPROVEMENTS & TRAFFIC SIGNAL**. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until **10:00 A.M. on Thursday, December 19, 2019**. Any proposals received after this time will not be accepted, and will be returned unopened. Proposals will be publicly opened and read aloud in the Finance Conference Room, located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078, immediately following the proposal deadline.

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Fishtrap and Teel intersection improvements and traffic signal.

Each proposal submitted shall be accompanied by a cashier's check

n the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Engineering Department, 250 W. First Street, Prosper, Texas, 75078, Phone: (972) 569-1198** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

If you are downloading documents, please complete and submit the Planholder Registration Form to be placed on the official planholder listing.

Contact Information

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

Mario Sinacola & Sons Excavating, Inc. Information

Item 19.

Address: 10950 Research Road
Frisco, TX 75033
Phone: (214) 387-3900
Fax: (214) 387-3940
Toll Free: (214) 387-3900
Email: sinacolaagtek@mariosinacola.com

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

Jeff Larson
Signature

jlaron@mariosinacola.com
Email

Submitted at 12/23/2019 9:48:31 AM

Requested Attachments

Attachment A1

Attachment A1.pdf

Outline contractor and subcontractor experience with similar projects

Attachment A2

Attachment A2.pdf

Outline qualifications of key personnel assigned to this project

Attachment A3 CIP References Worksheet

CIP_References_Worksheet_-_fillable.pdf

Complete all information

Bid Bond

Bid Bond Signed Sealed.pdf

Out of State Contractor Compliance Form

Certificate of Fact.pdf

If applicable

Conflict of Interest Questionnaire

20191216140704264.pdf

If applicable

Response Attachments

[scans@durablespecialties.com_20191217_083901.pdf](#)

Electric Qualification Info

[List of Subcontractors 2019.12.23.pdf](#)

List of Subcontractors

Bid Attributes

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

I Agree

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2 Bid Proposal Condition No. 2

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions Item 19. including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain in subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

Agree

3 Bid Proposal Condition No. 3

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

Agree

4 Bid Proposal Condition No. 4

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Agree

5 Bid Proposal Condition No. 5

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

Agree

6 Bid Proposal Condition No. 6

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

Agree

7 Bid Proposal Condition No. 7

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Agree

8 Bid Proposal Condition No. 8

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

Agree

9 Bid Proposal Condition No. 9

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and it is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

I Agree

Item 19.

10 Bid Proposal Condition No. 10

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within the number of days proposed

I Agree

11 Bid Proposal Condition No. 11

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within within the number of days proposed. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.

I Agree

12 Bid Proposal Condition No. 12

Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

I Agree

13 Bid Proposal Condition No. 13

Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.

I Agree

14 Bid Proposal Condition No. 14

In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by **surety company named in the space provided**, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.**

I Agree

15 Bid Proposal Condition No. 15

The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

I Agree

1 6	Bid Proposal Condition No. 16 The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final. Item 19.
	<input type="text" value="I Agree"/>

1 7	Base Proposal Cost of Materials
	<input type="text" value="\$735206.09"/>

1 8	Base Proposal Cost of Labor, Profit, etc.
	<input type="text" value="\$1102809.13"/>

1 9	Addendum No. 1 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)
	<input type="text" value="Acknowledged"/>

2 0	Addendum No. 2 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)
	<input type="text" value="Acknowledged"/>

2 1	Addendum No. 3 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)
	<input type="text" value="No response"/>

2 2	Addendum No. 4 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)
	<input type="text" value="No response"/>

2 3	Addendum No. 5 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)
	<input type="text" value="No response"/>

2 4	Subcontractor 1 - Name Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.
	<input type="text" value="Durable Specialties"/>

2 5	Subcontractor 1 - Type of Work
	<input type="text" value="Electric"/>

2 6	Subcontractor 1 - % of Work
	<input type="text" value="18%"/>

2 7	Subcontractor 2 - Name
	<input type="text" value="Southwest Erosion Control"/>

28	Subcontractor 2 - Type of Work	Landscape / Erosion	Item 19.
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29	Subcontractor 2 - % of Work	1.5%
----	------------------------------------	------

30	Subcontractor 3 - Name	Sunmount
----	-------------------------------	----------

31	Subcontractor 3 - Type of Work	Asphalt
----	---------------------------------------	---------

32	Subcontractor 3 - % of Work	3%
----	------------------------------------	----

33	Subcontractor 4 - Name	American Striping
----	-------------------------------	-------------------

34	Subcontractor 4 - Type of Work	Pavement Marking/Sign
----	---------------------------------------	-----------------------

35	Subcontractor 4 - % of Work	1.6%
----	------------------------------------	------

36	Subcontractor 5 - Name	Breda Company, Inc
----	-------------------------------	--------------------

37	Subcontractor 5 - Type of Work	Rebar Tie
----	---------------------------------------	-----------

38	Subcontractor 5 - % of Work	0.6%
----	------------------------------------	------

39	Supplier 1 - Name	Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.
		Martin Marietta

40	Supplier 1 - Type of Material/Equipment	Cement
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41	Supplier 2 - Name	Martin Marietta
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42	Supplier 2 - Type of Material/Equipment	Aggregate
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4 3	Supplier 3 - Name	US Lime	Item 19.
4 4	Supplier 3 - Type of Material/Equipment	Lime	
4 5	Supplier 4 - Name	Barnsco, Inc	
4 6	Supplier 4 - Type of Material/Equipment	Paving Materials	
4 7	Supplier 5 - Name	No response	
4 8	Supplier 5 - Type of Material/Equipment	No response	
4 9	Project Timeline: First Milestone Provide number of days to opening roadway to traffic	180	
5 0	Project Timeline: Second Milestone Provide number of days to reach substantial completion of project	15	
5 1	Project Timeline: Third Milestone Provide number of days to reach final completion of project	30	

Bid Lines

1	Package Header		
	Project I: Intersection Improvements		
	Quantity: <u> 1 </u>		Total: \$1,551,408.70
	Package Items		
	1.1 Construction Entrance		
Quantity: <u> 4 </u>	UOM: <u> EA </u>	Unit Price: \$2,500.00	Total: \$10,000.00
1.2 Silt Fence			
Quantity: <u>1592</u>	UOM: <u> LF </u>	Unit Price: \$2.00	Total: \$3,184.00
1.3 Curlex			
Quantity: <u>1400</u>	UOM: <u> LF </u>	Unit Price: \$1.20	Total: \$1,680.00
1.4 Inlet Protection			
Quantity: <u> 6 </u>	UOM: <u> EA </u>	Unit Price: \$145.00	Total: 0

1.5 Clearing & Grubbing

Quantity: 2 UOM: AC Unit Price: Total:

1.6 Unclassified Excavation

Quantity: 505 UOM: CY Unit Price: Total:

1.7 Remove & Dispose of Existing Asphalt Pavement

Quantity: 1797 UOM: SY Unit Price: Total:

1.8 Remove & Dispose of Existing Wooden Split Rail Fence

Quantity: 320 UOM: LF Unit Price: Total:

1.9 54 inch Class III RCP with trench, embedment, backfill and compaction

Quantity: 77 UOM: LF Unit Price: Total:

1.10 21 inch Class III RCP with trench, embedment, backfill and compaction

Quantity: 213 UOM: LF Unit Price: Total:

1.11 18 inch Class III RCP with trench, embedment, backfill and compaction

Quantity: 6 UOM: LF Unit Price: Total:

1.12 10 foot standard reinforced concrete curb inlet

Quantity: 5 UOM: EA Unit Price: Total:

1.13 Relocate Ex. Drop Inlet and Construct Concrete Apron

Quantity: 1 UOM: EA Unit Price: Total:

1.14 Remove Plug and Connect to Existing 21 inch RCP

Quantity: 3 UOM: EA Unit Price: Total:

1.15 Remove Plug and Connect to Existing 18 inch RCP

Quantity: 3 UOM: EA Unit Price: Total:

1.16 Remove & Dispose of Existing 54 inch Headwall and connect to Existing 54" RCP

Quantity: 2 UOM: EA Unit Price: Total:

1.17 Trench Safety Plans and Program for Open Ditch Excavation

Quantity: 296 UOM: LF Unit Price: Total:

1.18 Storm Sewer Line Testing

Quantity: 296 UOM: LF Unit Price: Total:

1.19 9 inch 3500 psi reinforced concrete pavement with 6" standard curbs

Quantity: 6989 UOM: SY Unit Price: Total:

1.20 12 inch Lime Stabilized Subgrade

Quantity: 7848 UOM: SY Unit Price: Total:

1.21 Hydrated Lime (8%)

Quantity: 298 UOM: TON Unit Price: Total:

1.22 Temporary Asphalt Transition

Quantity: 1100 UOM: SY Unit Price: Total:

1.23 Remove Existing Street Barricade

Quantity: 105 UOM: LF Unit Price: Total:

1.24 Street HeaderQuantity: 75 UOM: LF Unit Price: Total: **1.25 Type III Street Barricade**Quantity: 60 UOM: LF Unit Price: Total: **1.26 Directional Barrier Free Ramps**Quantity: 6 UOM: EA Unit Price: Total: **1.27 Match Existing Concrete Pavement**Quantity: 1010 UOM: LF Unit Price: Total: **1.28 24 inch Stop Bar**Quantity: 188 UOM: LF Unit Price: Total: **1.29 White Thermoplastic Lane Arrow and Only Markings**Quantity: 16 UOM: EA Unit Price: Total: **1.30 4 inch Broken White Line**Quantity: 702 UOM: LF Unit Price: Total: **1.31 12 inch Solid White Line**Quantity: 604 UOM: LF Unit Price: Total: **1.32 8 inch Solid White Line**Quantity: 4306 UOM: LF Unit Price: Total: **1.33 Ty VA V-shape Marking**Quantity: 57 UOM: EA Unit Price: Total: **1.34 Ty I-C Raised Pavement Marker**Quantity: 106 UOM: EA Unit Price: Total: **1.35 Ty II-A-A Raised Pavement Marker**Quantity: 100 UOM: EA Unit Price: Total: **1.36 Ty II-C-R Raised Pavement Marker**Quantity: 18 UOM: EA Unit Price: Total: **1.37 Remove Existing Wide Yellow Line and Cross Hatch Line**Quantity: 1 UOM: LS Unit Price: Total: **1.38 Remove Existing Wide White Line and Cross Hatch Line**Quantity: 1 UOM: LS Unit Price: Total: **1.39 CW4-1aTL Traffic Sign**Quantity: 1 UOM: EA Unit Price: Total: **1.40 R3-7R Traffic Sign**Quantity: 1 UOM: EA Unit Price: Total: **1.41 R6-1R Traffic Sign**Quantity: 2 UOM: EA Unit Price: Total: **1.42 R1-1 Stop Sign**Quantity: 3 UOM: EA Unit Price: Total:

1.43 Remove Existing Traffic SignQuantity: 4 UOM: EA Unit Price: Total: **1.44 6 inch - 12 inch Dry Rock Rip-Rap**Quantity: 28 UOM: SY Unit Price: Total: **1.45 Traffic Control Plan and Traffic Control required for All Phases of Construction**Quantity: 1 UOM: LS Unit Price: Total: **1.46 Mobilization, Not to Exceed 5% of the Total Project Cost**Quantity: 1 UOM: LS Unit Price: Total: **1.47 Moisture Conditioning (4 ft BOC) (48 inch depth)**Quantity: 11155 UOM: CY Unit Price: Total: **1.48 Mositure Barrier (6 foot BOC)**Quantity: 9060 UOM: SY Unit Price: Total: **1.49 Solid Block Sod (Within ROW), Including Watering**Quantity: 6200 UOM: SY Unit Price: Total: **1.50 Hydromulch (Outside ROW), Including Watering**Quantity: 2050 UOM: SY Unit Price: Total: **1.51 Remove Temporary Asphalt Transition**Quantity: 1100 UOM: SY Unit Price: Total: **1.52 4 inch Sch. 40 PVC Conduit**Quantity: 420 UOM: LF Unit Price: Total: **1.53 Install and Remove Temporary Stop Bars**Quantity: 6 UOM: EA Unit Price: Total: **2 Package Header**

Project II: Traffic Signal

Quantity: 1 Total: **Package Items****2.1 Drill Shaft (Traffic Signal Pole) (24-Inch Diameter) TXDOT NO: 416 6030**Quantity: 48 UOM: LF Unit Price: Total: **2.2 Drill Shaft (Traffic Signal Pole) (36-Inch Diameter) TXDOT NO: 416 6032**Quantity: 28 UOM: LF Unit Price: Total: **2.3 Drill Shaft (Traffic Signal Pole) (48-Inch Diameter) TXDOT NO: 416 6034**Quantity: 44 UOM: LF Unit Price: Total: **2.4 Conduit (PVC) (Schd 40) (2-Inch) TXDOT NO: 618 6023**Quantity: 65 UOM: LF Unit Price: Total: **2.5 Conduit (PVC) (Schd 40) (3-Inch) TXDOT NO: 618 6029**Quantity: 220 UOM: LF Unit Price: Total: **2.6 Conduit (PVC) (Schd 40) (4-Inch) TXDOT NO: 618 6033**Quantity: 15 UOM: LF Unit Price: Total:

2.7	Conduit (PVC) (Schd 40) (6-Inch) (Bore) - Fiber Conduit	Quantity: <u>605</u>	UOM: <u>LF</u>	Unit Price: <u>\$48.00</u>	Total: <u>Item 19.</u>
2.8	Conduit (PVC) (Schd 40) (4-Inch) (Bore) TXDOT NO: 618 6034	Quantity: <u>605</u>	UOM: <u>LF</u>	Unit Price: <u>\$42.00</u>	Total: <u>\$25,410.00</u>
2.9	Elec. Conductor (No. 8) Insulated TXDOT NO: 620 6008	Quantity: <u>3870</u>	UOM: <u>LF</u>	Unit Price: <u>\$2.00</u>	Total: <u>\$7,740.00</u>
2.10	Elec. Conductor (No. 6) Bare TXDOT NO: 620 6009	Quantity: <u>900</u>	UOM: <u>LF</u>	Unit Price: <u>\$2.00</u>	Total: <u>\$1,800.00</u>
2.11	Elec. Conductor (No. 6) Insulated TXDOT NO: 620 6010	Quantity: <u>125</u>	UOM: <u>LF</u>	Unit Price: <u>\$2.00</u>	Total: <u>\$250.00</u>
2.12	Ground Box Type C (16x29x11) with Apron TXDOT NO: 624 6008	Quantity: <u>4</u>	UOM: <u>EA</u>	Unit Price: <u>\$1,310.00</u>	Total: <u>\$5,240.00</u>
2.13	Ground Box Type D (16x29x22) with Apron TXDOT NO: 624 6010	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <u>\$1,330.00</u>	Total: <u>\$1,330.00</u>
2.14	Electrical Service Type D 120/240 070 (NS) AL (E) PS (U) TXDOT NO: 628 6164	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <u>\$7,500.00</u>	Total: <u>\$7,500.00</u>
2.15	Installing Highway Traffic Signal (Isolated) TXDOT NO: 680 6002	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <u>\$34,885.00</u>	Total: <u>\$34,885.00</u>
2.16	Vehicle Signal Section (12 inch) LED (Green) TXDOT NO: 682 6001	Quantity: <u>12</u>	UOM: <u>EA</u>	Unit Price: <u>\$425.00</u>	Total: <u>\$5,100.00</u>
2.17	Vehicle Signal Section (12 inch) LED (Green Arrow) TXDOT NO: 682 6002	Quantity: <u>4</u>	UOM: <u>EA</u>	Unit Price: <u>\$425.00</u>	Total: <u>\$1,700.00</u>
2.18	Vehicle Signal Section (12 inch) LED (Yellow) TXDOT NO: 682 6003	Quantity: <u>12</u>	UOM: <u>EA</u>	Unit Price: <u>\$425.00</u>	Total: <u>\$5,100.00</u>
2.19	Vehicle Signal Section (12 inch) LED (Yellow Arrow) TXDOT NO: 682 6004	Quantity: <u>8</u>	UOM: <u>EA</u>	Unit Price: <u>\$425.00</u>	Total: <u>\$3,400.00</u>
2.20	Vehicle Signal Section (12 inch) LED (Red) TXDOT NO: 682 6005	Quantity: <u>12</u>	UOM: <u>EA</u>	Unit Price: <u>\$425.00</u>	Total: <u>\$5,100.00</u>
2.21	Vehicle Signal Section (12 inch) LED (Red Arrow) TXDOT NO: 682 6006	Quantity: <u>8</u>	UOM: <u>EA</u>	Unit Price: <u>\$425.00</u>	Total: <u>\$3,400.00</u>
2.22	Pedestrian Signal Section (12 inch) LED (Countdown) TXDOT NO: 682 6018	Quantity: <u>8</u>	UOM: <u>EA</u>	Unit Price: <u>\$925.00</u>	Total: <u>\$7,400.00</u>
2.23	Back Plate (12-inch) (3 Section) TXDOT NO: 682 6023	Quantity: <u>12</u>	UOM: <u>EA</u>	Unit Price: <u>\$140.00</u>	Total: <u>\$1,680.00</u>
2.24	Back Plate (12-inch) (5 Section) TXDOT NO: 682 6025	Quantity: <u>4</u>	UOM: <u>EA</u>	Unit Price: <u>\$160.00</u>	Total: <u>\$640.00</u>
2.25	Traffic Signal Cable (Type A) (14 AWG) (5 Conductor) TXDOT NO: 684 6031	Quantity: <u>465</u>	UOM: <u>LF</u>	Unit Price: <u>\$2.00</u>	Total: <u>\$930.00</u>

2.26	Traffic Signal Cable (Type A) (14 AWG) (7 Conductor) TXDOT NO: 684 6033	Quantity: <u>235</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$2.00"/>	Total: <input type="text" value="Item 19.0"/>
2.27	Traffic Signal Cable (Type A) (14 AWG) (10 Conductor) TXDOT NO: 684 6036	Quantity: <u>1630</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$3.00"/>	Total: <input type="text" value="\$4,890.00"/>
2.28	Traffic Signal Cable (Type A) (14 AWG) (20 Conductor) TXDOT NO: 684 6046	Quantity: <u>790</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$3,160.00"/>
2.29	Traffic Signal Cable (Type C) (12 AWG) (2 Conductor) TXDOT NO: 684 6079	Quantity: <u>1670</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$2.00"/>	Total: <input type="text" value="\$3,340.00"/>
2.30	Installing Traffic Signal Pole and Mast Arm (36 foot) Luminaire and ILSN. TXDOT NO: 686 6040	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,400.00"/>	Total: <input type="text" value="\$2,400.00"/>
2.31	Installing Traffic Signal Pole and Mast Arm (40 foot) Luminaire and ILSN. TXDOT NO: 686 6044	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,400.00"/>	Total: <input type="text" value="\$2,400.00"/>
2.32	Installing Traffic Signal Pole and Mast Arm (50 foot) Luminaire and ILSN. TXDOT NO: 686 6056	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,200.00"/>	Total: <input type="text" value="\$6,400.00"/>
2.33	Installing Pedestal Pole Assembly TXDOT NO: 687 6001	Quantity: <u>8</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$9,600.00"/>
2.34	Installing Pedestrian Detection Push Button (APS) TXDOT NO: 688 6001	Quantity: <u>8</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$1,400.00"/>
2.35	Radar Presence Detector TXDOT NO: 6025 6001	Quantity: <u>4</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$9,625.00"/>	Total: <input type="text" value="\$38,500.00"/>
2.36	Radar Presence Detector Comm Cable TXDOT NO: 6025 6002	Quantity: <u>870</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$3,480.00"/>
2.37	Installing BBU System (External Batt Cabinet) TXDOT NO: 6058 6001	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$750.00"/>	Total: <input type="text" value="\$750.00"/>
2.38	Fiber Conduit Vault	Quantity: <u>4</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,575.00"/>	Total: <input type="text" value="\$14,300.00"/>

3 *Line deleted as part of an Addendum*

4 *Line deleted as part of an Addendum*

Response Total: \$1,831,633.70

From: [Aaron Barry](#)
To: [January Cook](#)
Cc: [Jeff Larson](#)
Subject: [*EXTERNAL*] - RE: CSP No. 2020-30-B: Request for Additional Information
Date: Thursday, January 2, 2020 3:49:35 PM
Attachments: [image002.png](#)

**** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. ****

January,

Please see below our revised days for project No. 2020-30-B. Let us know if you have any additional questions or require further clarifications.

REVISION TO SCHEDULE 2020.01.02
CSP No. 2020-30-B Fishtrap Road and Teel Parkway Intersection Improvements & Traffic Signal

Project I Intersection Improvements

Milestone	BID THESE DAYS:	Days	Total Months	Date
Milestone #1	Open to Traffic =	150	5.00	2020.02.01
Milestone #2	SUBSTANTIAL COMPLETION =	15	0.50	2020.06.30
Milestone #3	FINAL COMPLETION =	30	1.00	2020.07.15
	TOTAL DAYS =	195	6.50	2020.08.14
				195

Project II Traffic Signal

	BID THESE DAYS:	Days
Milestone #1	SUBSTANTIAL COMPLETION =	50
Milestone #2	FINAL COMPLETION =	10
	TOTAL DAYS =	60

Thank you,

Begin forwarded message:

Aaron Barry

10950 Research Rd. Frisco, TX 75033
www.mariosinacola.com
abarry@mariosinacola.com
P: 214.387.3900
C: 214.548.9514
F: 214.387.3940

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From: January Cook <January_Cook@prospertx.gov>
Date: December 30, 2019 at 3:11:06 PM CST
To: Jeff Larson <jl Larson@mariosinacola.com>
Subject: CSP No. 2020-30-B: Request for Additional Information

Good Afternoon,

In regards to CSP No. 2020-30-B Fishtrap Road and Teel Parkway Intersection Improvements & Traffic Signal, the Town is considering

awarding Project I and Project II separately. As such, I am requesting that you provide a timeline for each project as follows:

Project I Intersection Improvements

- First Milestone: Provide number of days to opening of roadway to traffic
- Second Milestone: Provide number of days to reach substantial completion
- Third Milestone: Provide number of days to reach final completion

Project II Traffic Signal

- First Milestone: Provide number of days to reach substantial completion
- Second Milestone: Provide number of days to reach final completion

Please provide the requested information no later than Thursday, January 2, 2019.

Thank You



January M. Cook, CPPD, CPPB | Purchasing Manager | P.O. Box 307, Prosper, TX 75078 | (972) 569-1018 | january_cook@prospertx.gov

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BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mario Sinacola & Sons Excavating, Inc., whose address is 10950 Research Road, Frisco, TX 75033, hereinafter called Principal, and Travelers Casualty & Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$Five percent (5%) of bid as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

BID NO. 2020-30-B
Fishtrap Road and Teel Parkway Intersection Improvements & Traffic Signal

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.


The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 19th day of December, 2019.

ATTEST:

PRINCIPAL:

Mario Sinacola & Sons Excavating, Inc.

By: 
 Signature
 Jeff Larson

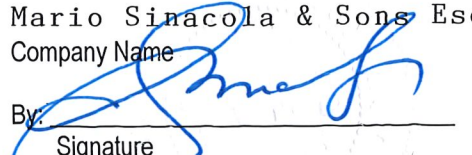
 Typed/Printed Name
 Vice President

 Title
 10950 Research Road

 Address
 Frisco, TX 75033

 City State Zip
 (214) 387-3900 (214) 387-3940

 Phone Fax

Mario Sinacola & Sons Escavating, Inc.
 Company Name
 By: 
 Signature
 Michael Sinacola

 Typed/Printed Name
 Vice President

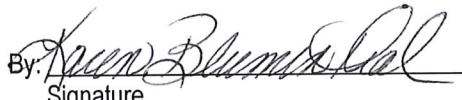
 Title
 10950 Research Road

 Address
 Frisco, TX 75033

 City State Zip
 (214) 387-3900 (214) 387-3940

 Phone Fax

ATTEST:

By: 
 Signature
 Karen Blumenthal

 Printed Name
 Claims

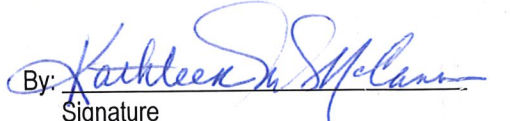
 Title
 30600 Telegraph, Suite 3110

 Address
 Bingham Farms. MI 48025

 City State Zip
 (248) 642-5900 (248) 642-2310

 Phone Fax

SURETY: Travelers Casualty & Surety Company of America

By: 
 Signature
 Kathleen M. McCann

 Printed Name
 Attorney-in-Fact

 Title
 30600 Telegraph, Suite 3110

 Address
 Bingham Farms. MI 48025

 City State Zip
 (248) 642-5900 (248) 642-2310

 Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Bridgette S. Jackson
 STREET ADDRESS: 1301 E. Collins Blvd, Suite 340
 CITY, STATE, ZIP: Richardson, TX 75081

NOTE: If Resident Agent is not a corporation, give a person's name.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathleen M. McCann** of **BINGHAM FARMS**, Michigan, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of December, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached

**TOWN OF PROSPER --- TEEL & FISHTRAP INTERSECTION
MARIO SINACOLA & SONS EXCAVATING INC. BID # 19-619
** REVISED PROPOSAL WITHOUT TRAFFIC SIGNALS ****

Item 19.

							PREVIOUS REVISIONS				
							CURRENT REVISIONS				
				AS BID			REVISED PROPOSAL				
Biditem	Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Prop Contract Quantity	Units	Revised Unit Price	Rev Total	
10		--PROJ 1: INTERSECTION IMPRVTS--									
20	1.1	Constr Entrance (2 EA Not Needed)	4.00	EA	\$ 2,500.00	\$ 10,000.00	-	EA	\$ 2,500.00	\$ -	
30	1.2	Silt Fence	1,592.00	LF	\$ 2.00	\$ 3,184.00	1,592.00	LF	\$ 2.00	\$ 3,184.00	
40	1.3	Curlex (not needed)	1,400.00	LF	\$ 1.20	\$ 1,680.00	-	LF	\$ 1.20	\$ -	
50	1.4	Inlet Protection	6.00	EA	\$ 145.00	\$ 870.00	6.00	EA	\$ 145.00	\$ 870.00	
60	1.5	Clearing & Grubbing ** Use Existing Onsite Topsoil **	2.00	AC	\$ 42,000.00	\$ 84,000.00	2.00	AC	\$ 35,000.00	\$ 70,000.00	
		<i>Prep / Clear Site Of Existing Trees / Vegetation</i>									
		<i>Strip & Stockpile Topsoil Site</i>									
		<i>Truck & Place Topsoil</i>									
		<i>Haul Offsite Pipe Spoils</i>									
70	1.6	Unclassified Excavation	505.00	CY	\$ 100.00	\$ 50,500.00	505.00	CY	\$ 100.00	\$ 50,500.00	
80	1.7	Remove & Dispose of Existing Asphalt Pavement	1,797.00	SY	\$ 10.00	\$ 17,970.00	1,797.00	SY	\$ 8.00	\$ 14,376.00	
90	1.8	Remove & Dispose of Existing Wooden Split Rail Fence	320.00	LF	\$ 5.00	\$ 1,600.00	320.00	LF	\$ 5.00	\$ 1,600.00	
100	1.9	54" Class III RCP with Trench, Embedment, Backfill	77.00	LF	\$ 320.00	\$ 24,640.00	77.00	LF	\$ 320.00	\$ 24,640.00	
110	1.10	21" Class III RCP with Trench, Embedment, Backfill	213.00	LF	\$ 120.00	\$ 25,560.00	213.00	LF	\$ 120.00	\$ 25,560.00	
120	1.11	18" Class III RCP with Trench, Embedment, Backfill	6.00	LF	\$ 110.00	\$ 660.00	6.00	LF	\$ 110.00	\$ 660.00	
130	1.12	10' Standard Reinforced Concrete Curb Inlet	5.00	EA	\$ 5,500.00	\$ 27,500.00	5.00	EA	\$ 4,500.00	\$ 22,500.00	
140	1.13	Relocate Ex. Drop Inlet and Construct Concrete Apr	1.00	EA	\$ 7,500.00	\$ 7,500.00	1.00	EA	\$ 7,500.00	\$ 7,500.00	
150	1.14	Remove Plug & Connect to Existing 21" RCP	3.00	EA	\$ 500.00	\$ 1,500.00	3.00	EA	\$ 500.00	\$ 1,500.00	
160	1.15	Remove Plug & Connect to Existing 18" RCP	3.00	EA	\$ 500.00	\$ 1,500.00	3.00	EA	\$ 500.00	\$ 1,500.00	
170	1.16	Remove & Dispose of Existing 54" Headwall and Conn	2.00	EA	\$ 500.00	\$ 1,000.00	2.00	EA	\$ 500.00	\$ 1,000.00	
180	1.17	Trench Safety Plans & Program for Open Ditch Excav	296.00	LF	\$ 25.00	\$ 7,400.00	296.00	LF	\$ 10.00	\$ 2,960.00	
190	1.18	Storm Sewer Line Testing	296.00	LF	\$ 5.00	\$ 1,480.00	-	LF	\$ 5.00	\$ -	
200	1.19	9" 3500 PSI Reinforced Concrete Pavement with 6" S	6,989.00	SY	\$ 93.00	\$ 649,977.00	6,989.00	SY	\$ 90.00	\$ 629,010.00	
		<i>Machine Pour</i>	1,556.00	SY							
		<i>Hand Pour</i>	5,433.00	SY							
		<i>Teel / Fishtrap Project is 78% Hand & 22% Machine</i>									
		<i>Current Fishtrap Project is 20% Hand & 80% Machine</i>									
210	1.20	12 inch Lime Stabilized Subgrade	7,848.00	SY	\$ 15.00	\$ 117,720.00	7,848.00	SY	\$ 12.05	\$ 94,568.40	
220	1.21	Hydrated Lime (8%)	298.00	TON	\$ 200.00	\$ 59,600.00	298.00	TON	\$ 190.00	\$ 56,620.00	
230	1.22	Temporary Asphalt Transition (Eliminated East Transition)	1,100.00	SY	\$ 75.00	\$ 82,500.00	915.00	SY	\$ 75.00	\$ 68,625.00	

TOWN OF PROSPER --- TEEL & FISHTRAP INTERSECTION
MARIO SINACOLA & SONS EXCAVATING INC. BID # 19-619
**** REVISED PROPOSAL WITHOUT TRAFFIC SIGNALS ****

Item 19.

							PREVIOUS REVISIONS							
							CURRENT REVISIONS							
							AS BID				REVISED PROPOSAL			
Biditem	Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Prop Contract Quantity	Units	Revised Unit Price	Rev Total				
240	1.23	Remove Existing Street Barricade (reuse)	105.00	LF	\$ 12.00	\$ 1,260.00	105.00	LF	\$ 12.00	\$ 1,260.00				
250	1.24	Street Header	75.00	LF	\$ 25.00	\$ 1,875.00	75.00	LF	\$ 25.00	\$ 1,875.00				
260	1.25	Type III Street Barricade (Use Existing)	60.00	LF	\$ 35.00	\$ 2,100.00	60.00	LF	\$ 35.00	\$ 2,100.00				
270	1.26	Directional Barrier Free Ramps	6.00	EA	\$ 2,000.00	\$ 12,000.00	6.00	EA	\$ 2,000.00	\$ 12,000.00				
280	1.27	Match Existing Concrete Pavement	1,010.00	LF	\$ 10.00	\$ 10,100.00	1,010.00	LF	\$ 10.00	\$ 10,100.00				
		<i>Drill & Dowel Into Existing Concrete Pavement</i>	735.00	EA										
290	1.28	24 inch Stop Bar	188.00	LF	\$ 6.30	\$ 1,184.40	188.00	LF	\$ 6.30	\$ 1,184.40				
300	1.29	White Thermoplastic Lane Arrow and Only Markings	16.00	EA	\$ 290.00	\$ 4,640.00	16.00	EA	\$ 200.00	\$ 3,200.00				
310	1.30	4 inch Broken White Line	702.00	LF	\$ 1.05	\$ 737.10	702.00	LF	\$ 1.05	\$ 737.10				
320	1.31	12 inch Solid White Line	604.00	LF	\$ 3.15	\$ 1,902.60	604.00	LF	\$ 3.15	\$ 1,902.60				
330	1.32	8 inch Solid White Line	4,306.00	LF	\$ 2.10	\$ 9,042.60	4,306.00	LF	\$ 2.10	\$ 9,042.60				
340	1.33	Ty VA V-shape Marking	57.00	EA	\$ 65.00	\$ 3,705.00	57.00	EA	\$ 65.00	\$ 3,705.00				
350	1.34	Ty I-C Raised Pavement Marker	106.00	EA	\$ 4.00	\$ 424.00	106.00	EA	\$ 4.00	\$ 424.00				
360	1.35	Ty II-A-A Raised Pavement Marker	100.00	EA	\$ 4.00	\$ 400.00	100.00	EA	\$ 4.00	\$ 400.00				
370	1.36	Ty II-C-R Raised Pavement Marker	18.00	EA	\$ 4.00	\$ 72.00	18.00	EA	\$ 4.00	\$ 72.00				
380	1.37	Remove Existing Wide Yellow Line and Cross Hatch L	1.00	LS	\$ 2,000.00	\$ 2,000.00	1.00	LS	\$ 2,000.00	\$ 2,000.00				
390	1.38	Remove Existing Wide White Line and Cross Hatch Li	1.00	LS	\$ 650.00	\$ 650.00	1.00	LS	\$ 650.00	\$ 650.00				
400	1.39	CW4-1aTL Traffic Sign	1.00	EA	\$ 415.00	\$ 415.00	1.00	EA	\$ 415.00	\$ 415.00				
410	1.40	R3-7R Traffic Sign	1.00	EA	\$ 380.00	\$ 380.00	1.00	EA	\$ 380.00	\$ 380.00				
420	1.41	R6-1R Traffic Sign	2.00	EA	\$ 360.00	\$ 720.00	2.00	EA	\$ 360.00	\$ 720.00				
430	1.42	R1-1 Stop Sign (<i>Reuse Existing Signs</i>)	3.00	EA	\$ 850.00	\$ 2,550.00	3.00	EA	\$ 450.00	\$ 1,350.00				
440	1.43	Remove Existing Traffic Sign	4.00	EA	\$ 130.00	\$ 520.00	4.00	EA	\$ 130.00	\$ 520.00				
450	1.44	6 inch to 12 inch Dry Rock Rip-Rap (<i>Not Needed on East end</i>)	28.00	SY	\$ 120.00	\$ 3,360.00	14.00	SY	\$ 120.00	\$ 1,680.00				
460	1.45	Traffic Control Plan and Traffic Control required	1.00	LS	\$ 40,000.00	\$ 40,000.00	1.00	LS	\$ 30,000.00	\$ 30,000.00				

TOWN OF PROSPER --- TEEL & FISHTRAP INTERSECTION
MARIO SINACOLA & SONS EXCAVATING INC. BID # 19-619
**** REVISED PROPOSAL WITHOUT TRAFFIC SIGNALS ****

Item 19.

				PREVIOUS REVISIONS						
				CURRENT REVISIONS						
		AS BID				REVISED PROPOSAL				
Biditem	Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Prop Contract Quantity	Units	Revised Unit Price	Rev Total
470	1.46	Mobilization, Not to Exceed 5% of the Total Project	1.00	LS	\$ 90,000.00	\$ 90,000.00	1.00	LS	\$ 70,000.00	\$ 70,000.00
471	1.47	Moisture Condition (2 ft BOC)((48"Depth) (REVISED TO 2 FT BOC)	11,155.00	CY	\$ 10.00	\$ 111,550.00	10,198.00	CY	\$ 10.00	\$ 101,980.00
472	1.48	Moisture Barrier (6ft BOC)	9,060.00	SY	\$ 3.00	\$ 27,180.00	9,060.00	SY	\$ 3.00	\$ 27,180.00
473	1.49	Solid Block Sod (within ROW), Including Watering	6,200.00	SY	\$ 4.00	\$ 24,800.00	6,200.00	SY	\$ 4.00	\$ 24,800.00
474	1.50	Hydromulch (Outside ROW), Inc Watering	2,050.00	SY	\$ 2.00	\$ 4,100.00	2,050.00	SY	\$ 2.00	\$ 4,100.00
475	1.51	Remove Temp Asphalt Transition (Only 2 locations get Removed)	1,100.00	SY	\$ 8.00	\$ 8,800.00	304.00	SY	\$ 8.00	\$ 2,432.00
476	1.52	4 in Sch. 40 PVC Conduit	420.00	LF	\$ 15.00	\$ 6,300.00	420.00	LF	\$ 15.00	\$ 6,300.00
477	1.53	Install and Remove Temp Stop Bars	6.00	EA	\$ 50.00	\$ 300.00	6.00	EA	\$ 50.00	\$ 300.00
						BID TOTAL =			REVISED TOTAL =	
						\$ 1,551,408.70			\$ 1,399,983.10	
						OVERALL REDUCTION IN PROPOSAL =				\$ 151,425.60