

Prosper Town Council Meeting

Prosper Town Hall, Council Chambers 250 W. First Street, Prosper, Texas Tuesday, June 27, 2023

6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: https://prospertx.new.swagit.com/views/378/

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

- 1. Receive an update regarding the road construction project located at First Street and Coit Road. (MC)
- 2. Receive an update on Parks and Recreation projects. (DB)

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.

- Consider and act upon the minutes from the June 13, 2023, Town Council Work Session meeting. (MLS)
- 4. Consider and act upon the minutes from the June 13, 2023, Town Council Regular meeting. (MLS)
- 5. Consider acceptance of the October, November, and December 2022 monthly financial reports and quarterly financial summary. (CL)
- Consider adoption of a resolution directing publication of notice of intention to issue certificates of obligation for the purpose of funding costs associated with the construction of water and wastewater improvements. (CL)
- Consider and act upon approving the purchase of miscellaneous water and wastewater materials from Fortiline Waterworks, utilizing NCPA Contract Number 02-76; and authorizing the Town Manager to execute documents for the same. (FJ)
- 8. Consider and act upon authorizing the Town Manager to execute a Relocation Agreement between Atmos Energy Corporation, and the Town of Prosper, Texas, related to the relocation of approximately 650-feet of 6-inch Steel Gas Pipeline Crossing Gee Road to serve the Gee Road (Fishtrap Windsong Retail) project. (HW)
- Onsider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Gee Road (US 380 – FM 1385) project. (HW)
- Consider and act upon authorizing the Town Manager to execute an Interlocal Cooperation Agreement between Denton County, Texas, and the Town of Prosper, Texas, related to the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385. (HW)
- 11. Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a new Wireless Communications and Support Structure, on .1± acre, located on the south side of Frontier Parkway, west of Talon Lane. (ZONE-23-0008) (DS)
- Conduct a public hearing and consider and act upon a request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5, located south of Fifth Street and East of Main Street. (ZONE-23-0001) (DS)
- Consider and act upon an ordinance to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel. (Z22-0002) (DS)
- Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Premier Hotel LLC and the Town of Prosper, related to the Prosper Center Development, located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel. (DEVAGRE-23-0010) (DS)
- Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding

action taken by the Planning & Zoning Commission on any Preliminary Site Plans and Site Plans including Ladera Phase 2, Richland Parkway Retail Development, Frontier Retail, Toyota Expansion, PISD High School, and One Community Church. (DS)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

- 16. Consider authorizing the Town Manager to enter into a contract with Republic Services including purchase and distribution of carts for the period February 1, 2024 ending January 31, 2031 with an option of three, one-year renewals, declaring an exclusive franchise in the Town for all solid waste services which include residential, commercial, industrial and construction disposal as allowed by state law and to provide for transition services by either its current provider, Republic or both in the intervening period until February 1, 2024. (RBS)
- 17. Conduct a public hearing and consider and act upon a request to rezone 69.9± acres from Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development, located on the southeast corner of Prosper Trail and Teel Parkway. (Z21-0010) (DS)
- 18. Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a new Wireless Communications and Support Structure, on .1± acre, located on the south side of Prosper Trail, west of Preston Country Lane. (ZONE-22-0001) (DS)
- 19. Consider and act upon an ordinance establishing a Homestead Tax Exemption. (CL)
- 20. Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2023", including the adoption of an ordinance authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds. (CL)
- 21. Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, temporary construction easements, drainage easements, and water easement for the construction of the Legacy (Prairie Fishtrap) 4 lanes project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights

necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)

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

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

EXECUTIVE SESSION:

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

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

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper
Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily
accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on
Friday, June 23 2023, and remained so posted at least 72 hours before said meeting was
convened.

Michelle Lewis Sirianni, Town Secretary	Date Notice Removed

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1011 at least 48 hours prior to the meeting time.

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Item 3.



MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 13, 2023

Call to Order/ Roll Call.

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

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Craig Andres
Deputy Mayor Pro-Tem Marcus E. Ray arrived at 5:25 p.m.
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges

Council Members Absent:

Councilmember Charles Cotten

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Robyn Battle, Executive Director
Chuck Ewings, Assistant Town Manager
Hulon Webb, Engineering Director
Dan Baker, Parks and Recreation Director
David Hoover, Development Services Director
David Soto, Planning Manager
Mary Branch, Health & Code Compliance Manager

Items for Individual Consideration

1. Discuss the Community Engagement Committee (CEC) recommendations regarding the Downtown Master Plan. (RB)

Ms. Battle introduced Christine Strobush, Chair of CEC and Chris Wardlaw, committee member.

Ms. Strobush noted the members of the CEC Subcommittee that met to discuss and bring recommendations back to the Town Council regarding the Downtown Master Plan. The subcommittee included CEC members Chris Wardlaw, Gretchen Darby, Kari Willis, Trovette Tottress, and Kristin Meier. She thanked the Town Council for allowing the committee to continue to serve and bring ideas and recommendations forward to stay engaged with the community.

Mr. Wardlaw presented the subcommittee's recommendation(s) which included creating a Brand Book, initial landscaping ideas/concepts, Downtown lighting, speakers, signage, and a parking strategy.

Page 1 of 2

The Town Council discussed the recommendation(s) presented and advised the CEC Subcommittee and Town staff to take these recommendations to the Downtown Business Alliance for feedback, as well as to explore current costs associated with the proposed recommendation(s).

2. Discuss the Town's Landscape Ordinance. (CE)

Mr. Ewings reviewed the Town's current maintenance and general landscape requirements as they are addressed in three areas of the Code of Ordinances along with a proposed amendment for the Town Council to discuss and provide feedback.

The Town Council discussed the proposed amendment and the expectations they would like within the general maintenance requirements. They agreed to move forward with the proposed amendment.

Mr. Ewings highlighted other common concerns that have been raised by the Town Council within the general landscape requirements for discussion and feedback.

The Town Council discussed parking islands, option of placing DNT Design Guidelines within the Landscape Ordinance, drive-through's, turf, and right-of-way maintenance.

Adjourn.

The meeting was adjourned at 6:01 p.m.

These minutes were approved on the 27th day of June 2023.

	APPROVED:
	David F. Bristol, Mayor
ATTEST:	
Michelle Lewis Sirianni, Town Secretary	

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Item 4.



MINUTES

Prosper Town Council Meeting

Prosper Town Hall, Council Chambers 250 W. First Street, Prosper, Texas Tuesday, June 13, 2023

Call to Order/ Roll Call.

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

Council Members Present:

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

Council Members Absent:

Councilmember Charles Cotten

Staff Members Present:

Mario Canizares, Town Manager Michelle Lewis Sirianni, Town Secretary Terry Welch, Town Attorney Bob Scott, Deputy Town Manager Robyn Battle. Executive Director Chuck Ewings, Assistant Town Manager David Hoover, Development Services Director Hulon Webb, Director of Engineering Dan Baker, Parks & Recreation Director Trevor Helton, Parks & Recreation Supervisor Leslie Scott, Library Services Director Todd Rice, Communications Manager David Soto, Planning Manager Jessika Hotchkin, Help Desk Technician Wilson Haynes, Senior Communications Specialist Scott Brewer, Assistant Police Chief Stuart Blasingame, Fire Chief

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

Mike Martin with Hope Fellowship led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Kern made the following announcements:

Registration is open for the Citizens Fire Academy. Classes will run for 10 weeks and will take place every Thursday evening from 6:30 to 9:00 p.m. starting Thursday, August 3. Residents may register by visiting the Fire Department page through the Town's website and viewing the Citizens Fire Academy page. Deadline to register is July 13 with limited space available.

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

A reminder that Town Hall Offices will be closed on Tuesday, July 4 for the Independence Day Holiday. Due to the holiday, residents whose trash service falls on Tuesday will be delayed by one day.

The Discover Downtown series continues Saturday, July 22 with Coffee & Chrome. This event will showcase vehicles and exhibits with car-related products and services. Come experience the Town of Prosper's first car show at Prosper Town Hall from 7:30 a.m. to 10:30 a.m. All vehicles are welcome! If you are interested in participating in the event, vehicle and vendor application forms are now being accepted. Visit the Town's website for more information.

Residents can now register for summer camps offered through the Parks and Recreation Department. Visit the Town's website for more information.

Councilmember Bartley announced the back to school and clothing drive being done by Cornerstone and the Prosper Ladies Association are taking donations and volunteer drivers for their summer lunch program.

Councilmember Hodges recognized and presented THRIVES coins to members of the Prosper Fire and Rescue for their life saving efforts for receiving the Outstanding STEMI Care Award.

Mayor Bristol and Deputy Mayor Pro-Tem Hodges thanked Kroger and What-a-burger for their fundraising efforts for first responders held over the weekend.

Presentations.

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

Mr. Rice presented and highlighted the three awards the Town received from TAMIO for Best Social Media Campaign, Best Website, and Best Social Media categories.

Deputy Mayor Pro-Tem Ray left the dais.

CONSENT AGENDA:

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

- 2. Consider and act upon the minutes from the May 23, 2023, Town Council Regular meeting. (MLS)
- 3. Consider and act upon awarding CSP No. 2023-29-B to Pavecon Public Works, LP, related to construction services for Prosper Public Works Legacy Road: Star Meadow Drive to Parvin Road; and authorizing the Town Manager to execute a construction agreement for same. (FJ)
- 4. Consider and act upon approving the purchase of manhole rehabilitation services from Fuquay, Inc., through the Texas Local Government Purchasing

- Cooperative; and authorizing the Town Manager to execute documents for the same. (FJ)
- 5. Consider and act upon authorizing the Town Manager to execute an Amended Escrow Agreement between Responsive Education Solutions, and the Town of Prosper, Texas, related to the construction of an exit-only driveway onto Custer Road to serve the Founders Classical Academy of Prosper. (HW)
- 6. Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement, between TranSystems Corporation dba TranSystems Corporation Consultants, and the Town of Prosper, Texas, related to the design of the US 380 Deceleration Lane Modifications project. (HW)
- 7. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC., and the Town of Prosper, Texas, related to the design of the First Street (Coleman Craig) project. (HW)
- 8. Consider and act upon approval of a Professional Services Agreement with Gray Event Management for recreation program instructor services. (DB)
- 9. Consider and act upon Ordinance 2023-39 to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel. (Z22-0002) (DS)
- 10. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Villages at Legacy LLC and the Town of Prosper, related to the Prosper Center Development, located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel. (DEVAGRE-23-0010) (DS)
- 11. Consider and act upon Ordinance 2023-40 to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located on the east side of Preston Road, north of St. Peter Lane. (CA21-0001) (DS)
- 12. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Preliminary Site Plans and Site Plans including PISD High School and Westside Development. (DS)

Staff requested to pull items 9 and 10.

Councilmember Bartley requested to pull items 5 and 12.

Mayor Pro-Tem Andres made a motion to approve consent agenda items 2 thru 4, 6 thru 8, and 11. Councilmember Hodges seconded that motion. Motion carried with a 5-0 vote.

Mayor Pro-Tem Andres left the dais.

Councilmember Kern made a motion to table consent agenda items 9 and 10. Councilmember Hodges seconded that motion. Motion carried with a 4-0 vote.

Mayor Pro-Tem Andres returned to the dais.

Councilmember Bartley stated for item 5, she questioned if there were concerns of the work not being completed and any traffic impacts that could occur as a result. Mr. Webb noted that the improvements should be completed before the school opening in the fall. However, the Town can extend the Temporary CO if needed.

The Town Council requested an update in August on the project.

Councilmember Bartley asked about the screening requirements in regard to item 12 when a school abuts a residential area. She would prefer to see a masonry wall in addition to the buffer required due to the location.

Councilmember Bartley made a motion to approve consent agenda items 5 and 12. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 5-0 vote.

CITIZEN COMMENTS

Averie Benson, 260 Yosemite Drive introduced a Prosper High School Organization/Club including their Founder, Seun Seriki and current President, Anna Stringer. Other members in attendance included Angelina Cuello, Rachel Jackson, Mary Freitas, Kirsten Porchia, and Chantel Sithole. Ms. Seriki and Stringer spoke about the make-up of the club that serves to educate individuals on sexual harassment and bullying within their peer groups.

Items for Individual Consideration:

13. Consider and act upon a Booking Agreement between the Town of Prosper and Coffey Global for event and entertainment services related to Freedom Fest 2023. (DB)

Mr. Baker stated Town staff have met Coffey Anderson and his team to discuss and coordinate the logistics of the event. The proposed agreement outlines the terms that have been agreed upon by both parties. Mr. Baker noted upon approval, Coffey Global's representatives will coordinate promotion of the event and the Town will promote the event through its normal communication channels. VIP tickets will be available for sale first, followed by free General Admission tickets.

The Town Council discussed some associated costs to the event, how often staff would be meetings for coordination of the event, and marketing.

Mayor Pro-Tem Andres made a motion to approve a Booking Agreement between the Town of Prosper and Coffey Global for event and entertainment services related to Freedom Fest 2023. Councilmember Bartely seconded that motion. Motion carried with a 5-0 vote.

14. Consider and act upon the award of a contract to Weatherproofing Services for the renovation of the Town Hall water feature and authorizing the Town Manager to execute documents for the same. (CE)

Mr. Ewings stated that the Council had requested staff to seek estimates from pool companies to validate the proposed costs presented. Multiple contractors were

contacted, and staff received one from the pool company that originally constructed the fountain with a similar cost.

Roby Bledsoe with Pogue Construction stated that their initial report did indicate that it was normal wear and tear and not a construction related issue. However, due to the relationship the company has with the Town and after speaking with Prestige Pools, they are prepared to fix the issue at no cost to the Town.

Deputy Mayor Pro-Tem Andres made a motion to table the award of award of a contract to Weatherproofing Services for the renovation of the Town Hall water feature and authorizing the Town Manager to execute documents for the same. Councilmember Hodges seconded that motion. Motion carried with a 5-0 vote.

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

Mayor Bristol provided an update from the Finance Subcommittee.

Councilmember Bartley noted upcoming meeting dates for the Comprehensive Plan Advisory Committee and the CIP Subcommittee.

Mayor Pro-Tem Andres added that he will be attending a Legislative Wrap-Up in Austin and will provide an update at the next meeting for the Legislative Subcommittee.

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

Councilmember Kern requested to revisit the US 380 Green Ribbon Program for landscape improvements projects in regard to maintenance.

EXECUTIVE SESSION:

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

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

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

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

The Town Council recessed into Executive Session at 7:08 p.m.

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

The Town Council reconvened into Regular Session at 8:13 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 8:13 p.m.

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These minutes were approved on the 27th day of June 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary





FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Bob Scott, Deputy Town Manager

Mario Canizares, Town Manager

Re: Consider acceptance of the October, November, and December 2022

Financial Reports

Town Council Meeting – June 27, 2023

Agenda Item:

Consider acceptance of the October, November, and December 2022 monthly financial reports.

Description of Agenda Item:

The Town Charter requires the submission of monthly financial reports to the Town Council. Staff has included a summary for the first quarter of fiscal year 2023 and will continue to expand the summary as needed for future quarters submitted to the Town Council. In summary, both revenues and expenditures are occurring within the expected ranges and no unexpected events have occurred that require significant changes in original projections.

The attached financial statements for October-December 2022 were prepared in the old format. This format is not particularly "user friendly" and staff is looking to reformat the monthly financial statements after the ERP software conversion.

Budget Impact:

There is no budget impact.

Legal Obligations and Review:

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

Attached Documents:

- 1. Monthly Financial Statement October 31, 2022
- 2. Monthly Financial Statement November 30, 2022
- 3. Monthly Financial Statement December 31, 2022

Town Staff Recommendation:

Town staff recommends Town Council vote to accept submission of the monthly financial statements for the periods October-December 2022 in compliance with the requirements of the Town Charter.

Proposed Motion:

I move to accept the October through December 2022 Financial Statements in compliance with charter requirements.





MONTHLY FINANCIAL REPORT as of October 31, 2022 Cash/ Budgetary Basis

Prepared by Finance Department

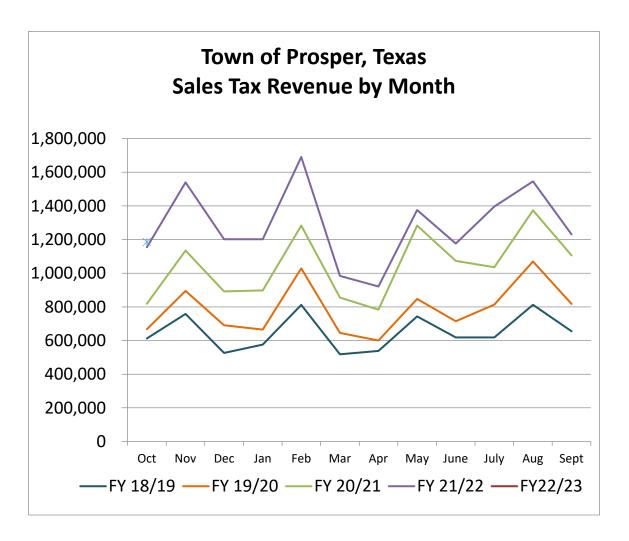
June 27, 2023

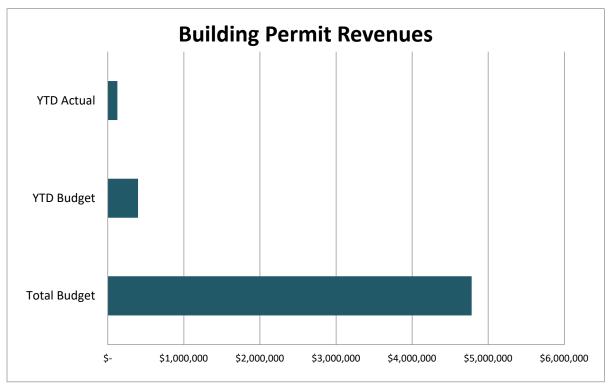
TOWN OF PROSPER, TEXAS

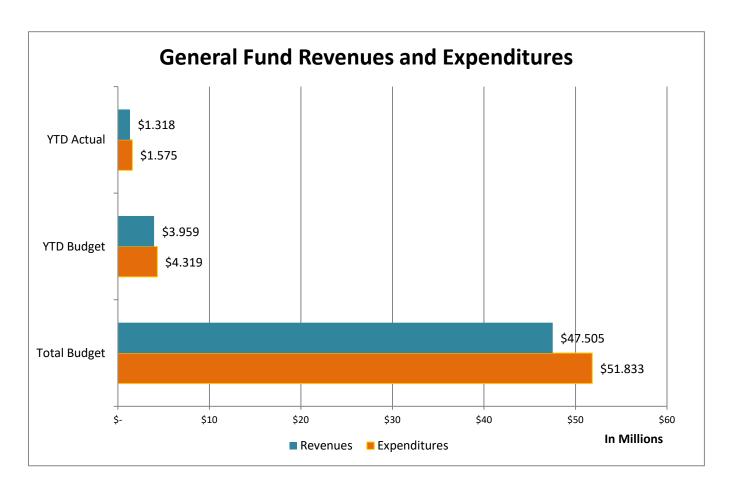
MONTHLY FINANCIAL REPORT October 2022

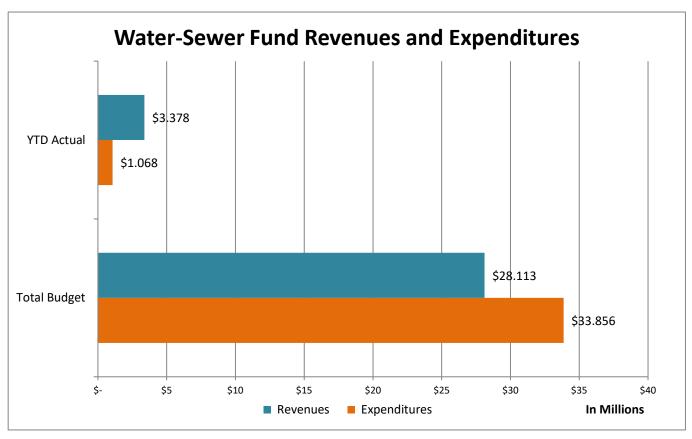
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GENERAL FUND

		Original	Budget		Amended	Cu	rrent Year	Cı	ırrent Year	С	Current Remaining			Prior Year	Change from
		Budget	Adjustme	nt	Budget	ΥT	TD Actuals	End	cumbrances		Budget Balance	YTD Percent	Note	YTD Actuals	Prior Year
REVENUES															
Property Taxes	\$	23,519,547	¢	_	\$ 23,519,547	\$	97,885	¢	_	\$	23,421,662	0%	1	\$ 375,824	-74%
Sales Taxes	۲	10,220,208	ې	0	10,220,208	۲	734,278	٦	0	Ą	9,485,930	7%		714,368	3%
Franchise Fees		2,404,527		0	2,404,527		53,745		0		2,350,782	2%	2	43,612	23%
Building Permits		4,781,000		0	4,781,000		125,835		0		4,655,165	3%		307,274	-59%
Other Licenses, Fees & Permits		1,552,430		0	1,552,430		70,251		0		1,482,179	5%		191,041	-63%
Charges for Services		1,240,961		0	1,240,961		4,106		0		1,236,855	0%		84,806	-95%
Fines & Warrants		250,425		0	250,425		34,873		0		215,552	14%		19,612	78%
Intergovernmental Revenue (Grants)		1,525,000		0	1,525,000		21,520		0		1,503,480	1%		13,012	0%
Interest Income		150,000		0	150,000		46,939		0		103,061	31%		7,925	492%
Transfers In		1,235,335		0	1,235,335		102,945		0		1,132,390	8%		91,710	12%
Miscellaneous		116,576		0	116,576		8,213		0		108,363	7%		8,548	-4%
Park Fees		509,300		0	509,300		17,054		0		492,246	3%		49,308	-65%
Total Revenues	\$	47,505,309	\$	-	\$ 47,505,309	\$	1,317,643	\$		\$		3%		\$ 1,894,028	-30%
EXPENDITURES															
Administration	\$	9,341,007	\$		\$ 9,341,007	\$	531,905	\$	483,836	\$	• •	11%		\$ 644,841	-18%
Police		6,635,120		0	6,635,120		195,902		490,928		5,948,290	10%		353,624	-45%
Fire/EMS		9,990,721		0	9,990,721		404,241		464,121		9,122,359	9%		615,486	-34%
Public Works		4,136,738		0	4,136,738		44,494		1,142,393		2,949,852	29%		27,058	64%
Community Services		7,174,446		0	7,174,446		238,196		171,257		6,764,993	6%		319,901	-26%
Development Services		4,173,570		0	4,173,570		92,476		381,703		3,699,391	11%		185,253	-50%
Engineering		2,601,325		0	2,601,325		67,800		219,877		2,313,648	11%		138,379	-51%
Transfers Out		7,780,485		0	7,780,485		0		0		7,780,485	0%		467,917	-100%
Total Expenses	\$	51,833,412	\$	-	\$ 51,833,412	\$	1,575,014	\$	3,354,115	\$	46,904,283	10%		\$ 2,752,460	-43%
REVENUE OVER (UNDER) EXPENDITURES	\$	(4,328,103)	\$	_	\$ (4,328,103)	\$	(257,371)								
Beginning Fund Balance October 1-Unassigned,	/Unre	stricted			18,925,919	1	18,925,919								
Ending Fund Balance				_	\$ 14,597,816	\$ 1	18,668,548	•							

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.

WATER-SEWER FUND

	Original		Budget		Amended		Current Year		Current Year		Current Remaining				Prior Year	Change from
	Budget	A	djustment		Budget	`	/TD Actual	En	cumbrances		Budget Balance	YTD Percent	Note	Υ	TD Actual	Prior Year
REVENUES																
Water Charges for Services	\$ 17,557,737	\$	- \$	5	17,557,737	\$	2,339,295	\$	-	\$	15,218,442	13%		\$	1,955,857	20%
Sewer Charges for Services	9,462,990		-		9,462,990		853,781		-		8,609,209	9%			783,935	9%
Licenses, Fees & Permits	377,705		-		377,705		34,346		-		343,359	9%			32,584	5%
Utility Billing Penalties	186,900		-		186,900		19,958		-		166,942	11%			18,164	10%
Interest Income	60,000		-		60,000		33,661		-		26,339	56%			4,833	596%
Other	467,427		-		467,427		96,842		-		370,585	21%			69,217	40%
Transfer In	-		-		-		-		-		-	0			-	0%
Total Revenues	\$ 28,112,759	\$	- 5	`	28,112,759	\$	3,377,884	\$	-	\$	24,734,875	12%		\$	2,864,590	18%
EXPENDITURES																
Administration	\$ 1,558,936	\$	- \$	5	1,558,936	\$	199,142	\$	18,000		1,341,794	14%			180,963	10%
Debt Service	4,354,465		-		4,354,465		157,665		-		4,196,800	4%	1		-	0%
Water Purchases	9,605,940		-		9,605,940		-		-		9,605,940	0%			-	0%
Public Works	15,459,250		-		15,459,250		614,733		645,096		14,199,421	8%			659,042	-7%
Transfer Out	2,877,339		-		2,877,339		95,986		-		2,781,353	3%			83,390	15%
Total Expenses	\$ 33,855,930	\$	- 5	5	33,855,930	\$	1,067,526	\$	663,096	\$	32,125,308	5%		\$	923,394	16%
REVENUE OVER (UNDER) EXPENDITURES	\$ (5,743,171)	\$	- \$	5	(5,743,171)	\$	2,310,359							\$	1,941,196	
Beginning Working Capital October 1					12,669,408	\$	12,669,408									
Ending Working Capital			<u> </u>	;	6,926,237	\$	14,979,767									

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Notes

1 Annual debt service payments are made in February and August.

WATER-SEWER FUND

	Oct-22					Oct	:-21		Growth %
		WATER		SEWER		WATER		SEWER	Change
# of Accts Residential		11,881		11,148		10,991		10,302	8.15%
# of Accts Commercial		499		373		470		348	6.60%
Consumption-Residential		239,172,340		81,386,383		182,176,010		67,192,815	28.55%
Consumption-Commercial		31,946,620		15,803,250		28,676,580		15,908,690	7.10%
Consumption-Commercial Irrigation		43,166,420				42,183,360			2.33%
Avg Total Res Water Consumption		20,110				16,543			21.56%
Billed (\$) Residential	\$	1,628,504	\$	713,388	\$	1,231,550	\$	619,151	32.23%
Billed (\$) Commercial	\$	291,878	\$	128,510	\$	266,538	\$	128,536	9.51%
Billed (\$) Commercial Irrigation	\$	394,011	\$	-	\$	385,715	\$	-	2.15%
Total Billed (\$)	\$	2,314,394	\$	841,898	\$	1,883,803	\$	747,687	19.94%

	Ave	erage rainfall fo	or October is 4.97	
	Nov-21	3.11	Nov-20	1.08
	Dec-21	0.43	Dec-20	3.00
	Jan-22	0.08	Jan-21	0.85
	Feb-22	2.03	Feb-21	2.22
	Mar-22	2.12	Mar-21	3.03
Rainfall	Apr-22	2.54	Apr-21	4.50
	May-22	3.00	May-21	7.77
	Jun-22	2.64	Jun-21	2.15
	Jul-22	0.41	Jul-21	2.98
	Aug-22	10.68	Aug-21	4.82
	Sep-22	2.64	Sep-21	0.14
	Oct-22	2.97	Oct-21	2.60

Average Total Res	sidential Water Co	nsumption by
	Month	
	2022	2021
October	20,110	16,543
November	11,190	11,256
December	6,273	7,850
January	6,936	5,934
February	7,385	6,488
March	6,006	7,400
April	8,613	11,280
May	13,130	6,110
June	13,330	8,104
July	22,900	14,676
August	27,840	20,047
September	15,450	16,690
TOTAL (gal)	159,163	132,378

SOLID WASTE FUND

		Original	Budget		Amended	Cui	rrent Year	Current Year	Current Remaining			Prior Year	Change from
		Budget	Adjustme	ent	Budget	ΥT	D Actual	Encumbrances	Budget Balance	YTD Percent	Note	YTD Actual	Prior Year
REVENUES													
Sanitation Charges for Services		2,158,200		-	2,158,200		183,388	-	1,974,812	8%		143,369	28%
Interest Income		-		-	-		115	-	(115)	0%		-	0%
Transfer In		1,750,000		-	1,750,000		-	-	1,750,000	0%		-	0%
Total Revenues	\$	3,908,200	\$	-	3,908,200	\$	183,503	\$ -	\$ 3,724,697	5%		\$ 143,369	28%
EXPENDITURES Administration Sanitation Collection Transfer Out Total Expenses	\$	1,750,000 2,158,200 - 3,908,200		- ; - -	2,158,200	\$	- - -	\$ - - - \$ -	1,750,000 2,158,200 - \$ 3,908,200	0% 0% 0% 0%		- - -	0% 0% 0% 0%
Total Expenses	7	3,300,200	-		3,300,200	<u> </u>		,	γ 3,300,200	070		7	070
REVENUE OVER (UNDER) EXPENDITURES	\$	-	\$	-	-	\$	183,503					\$ 143,369	
Beginning Working Capital October 1					-	\$	-						
Ending Working Capital				_	\$ -	\$	183,503					\$ 143,369	

Notes

DEBT SERVICE FUND

	Original	Budget		Amended	Cur	rent Year	Current Year	. (Current Remaining			Pr	rior Year	Change from
	Budget	Adjustment		Budget	YT	D Actual	Encumbrance	·S	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES														
Property Taxes-Delinquent	\$ 75,000	\$	- \$	75,000	\$	(2,033)	\$	- \$	77,033	-3%		\$	212	-1057%
Property Taxes-Current	12,605,972	-		12,605,972		54,368	-		12,551,604	0%	1		207,260	-74%
Taxes-Penalties	-	-		-		1,138	-		(1,138)	0%			582	95%
Transfer In	-	-		-		-	-		-	0%			-	0%
Interest Income	20,000	-		20,000		1,926	-		18,074	10%			1,236	56%
Total Revenues	\$ 12,700,972	\$	- \$	12,700,972	\$	55,400	\$	- \$	12,645,573	0%		\$	209,291	-74%
EXPENDITURES														
Professional Services	\$ _	\$	- \$	-	\$	_	\$	- \$	-	0%	\Box	\$	-	0%
Bond Administrative Fees	20,000		0	20,000	·	0		0	20,000	0%			0	0%
2013 GO Refunding Bond	180,000		0	180,000		0		0	180,000	0%			0	0%
2014 GO Bond Payment	315,000		0	315,000		0		0	315,000	0%			0	0%
2015 GO Bond Payment	1,309,200		0	1,309,200		0		0	1,309,200	0%			0	0%
2015 CO Bond Payment	465,000		0	465,000		0		0	465,000	0%			0	0%
2016 GO Debt Payment	0		0	0		0		0	-	0%			0	0%
2016 CO Debt Payment	80,000		0	80,000		0		0	80,000	0%			0	0%
2017 CO Debt Payment	85,000		0	85,000		0		0	85,000	0%	├ 2		0	0%
2018 GO Debt Payment	145,000		0	145,000		0		0	145,000	0%			0	0%
2018 CO Debt Payment	475,000		0	475,000		0		0	475,000	0%			0	0%
2019 CO Debt Payment	399,806		0	399,806		0		0	399,806	0%			0	0%
2019 GO Debt Payment	160,000		0	160,000		0		0	160,000	0%			0	0%
2020 CO Debt Payment	255,000		0	255,000		0		0	255,000	0%			0	0%
2021 CO Debt Payment	245,000		0	245,000		0		0	245,000	0%			0	0%
2021 GO Debt Payment	1,225,000		0	1,225,000		0		0	1,225,000	0%			0	0%
2022 GO Debt Payment	1,890,000		0	3,204,398		0		0	3,204,398	0%			0	0%
Bond Interest Expense	3,955,037		0	4,347,759		0		0	4,347,759	0%			0	0%
Total Expenditures	\$ 11,204,043	\$	- \$	12,911,163	\$	-	\$	- \$	12,911,163	0%		\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,496,929	\$	- \$	(210,191)	\$	55,400						\$	209,291	
Beginning Fund Balance October 1				683,357		683,357							2,619,367	
Ending Fund Balance Current Month			\$	473,166	\$	738,757						\$	2,828,658	

Notes

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

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original	Budget		Amended	Cur	rrent Year	Current Y	ear	Current Remaining			Pri	or Year	Change from
	Budget	Adjustment		Budget	YT	D Actual	Encumbra	nces	Budget Balance	YTD Percent	Note	YTI) Actual	Prior Year
REVENUES														
Sales Tax - Town	\$ 2,741,662	\$	- \$	2,741,662	\$	195,356	\$	-	\$ 2,546,306	7%		\$	190,598	2%
Interest Income	1,200	-		1,200		268		-	932	22%			40	573%
Other	-	-		-		-		-	-	0%			-	0%
Total Revenue	\$ 2,742,862	\$	- \$	2,742,862	\$	195,624	\$	-	\$ 2,547,238	7%] [\$	190,637	3%
EXPENDITURES														
Personnel	\$ 2,711,865	\$	- \$	2,711,865	\$	110,183	\$	-	\$ 2,601,682	4%		\$	129,198	-15%
Other	1,200	-		1,200		(10,109)		-	11,309	-842%			-	0%
Total Expenditures	\$ 2,713,065	\$	- \$	2,713,065	\$	100,073	\$	-	\$ 2,612,992	4%		\$	129,198	-23%
REVENUE OVER (UNDER) EXPENDITURES	\$ 29,797	\$	- \$	29,797	\$	95,550						\$	61,439	
Beginning Fund Balance October 1				453,711		453,711							302,439	
Ending Fund Balance Current Month			\$	483,508	\$	549,261					-	\$	363,878	

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

		Original	Budget		Amended	(Current Year	Cu	urrent Year	Cui	rrent Remaining			Pr	ior Year	Change from
		Budget	Adjustment		Budget		YTD Actual	Enc	cumbrances	В	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES																
Sales Tax - Town	\$	2,710,483	\$	- \$	2,710,483	\$	195,275	\$	-	\$	2,515,208	7%		\$	190,117	3%
Interest Income		600		-	600		291		-		309	48%			22	1248%
Other		-		-	-		-		-		-	0%			-	0%
Total Revenue	\$	2,711,083	\$	- \$	2,711,083	\$	195,566	\$	-	\$	2,515,517	7%		\$	190,138	3%
EXPENDITURES Personnel	Ś	2,682,642	Ś	- \$	2,682,642	\$	104,828	Ś	_	\$	2,577,814	4%		\$	170,292	-38%
Other	'	2,400	•	-	2,400		(10,109)	-	-		12,509	-421%		•	-	0%
Total Expenditures	\$	2,685,042	\$	- \$	2,685,042	\$	94,719		-	\$	2,590,323	4%		\$	170,292	-44%
REVENUE OVER (UNDER) EXPENDITURES	\$	26,041	\$	- \$	26,041	\$	100,847							\$	19,846	
Beginning Fund Balance October 1					457,409		457,409								203,982	
Ending Fund Balance Current Month				\$	483,450	\$	558,256	•					- -	\$	223,828	

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original		Budget	Amended	С	urrent Year	С	urrent Year	Cu	irrent Remaining			Pi	rior Year	Change from
	Budget	A	djustment	Budget	١	TD Actual	En	cumbrances	E	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES															
Grant Revenue	\$ -	\$	_	\$ -	\$	-	\$	-	\$	-	0%		\$	-	0%
Other Reimbursements	150,000		-	150,000		-		-		150,000	0%			-	0%
Interest Income	25,000		-	25,000		11,220		-		13,780	45%			1,796	525%
Charges for Services	1,385,257		-	1,385,257		115,438		-		1,269,819	8%			97,516	18%
Total Revenue	\$ 1,560,257	\$	-	\$ 1,560,257	\$	126,658	\$	-	\$	1,433,599	8%		\$	99,313	28%
EXPENDITURES															
Vehicle Replacement	\$ 754,100	\$	-	\$ 754,100	\$	-	\$	51,045	\$	703,055	7%		\$	-	0%
Equipment Replacement	170,906		-	170,906		-		-		170,906	0%			-	0%
Technology Replacement	293,200		-	293,200		-		69,277		223,923	24%			-	0%
Total Expenditures	\$ 1,218,206	\$	-	\$ 1,218,206	\$	-	\$	120,322	\$	1,097,884	10%		\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 342,051	\$	-	\$ 342,051	\$	126,658							\$	99,313	
Beginning Fund Balance October 1				3,957,862		3,957,862								3,957,862	
Ending Fund Balance Current Month				\$ 4,299,913	\$	4,084,520	-						\$	4,057,175	

Notes

STORM DRAINAGE UTILITY FUND

		Original	Budget		Amended	С	urrent Year	Current Year	(Current Remaining			Pr	ior Year	Change from
		Budget	Adjustment		Budget	١	TD Actual	Encumbrances		Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES															
Storm Drainage Utility Fee	\$	825,000	\$	- \$	825,000	\$	69,318	\$	- \$	755,682	8%		\$	64,813	7%
Drainage Review Fee		3,000		-	3,000		-		-	3,000	0%			-	0%
Interest Income		1,800		-	1,800		(294)		-	2,094	-16%			306	-196%
Transfer In		-		-	-		-		-	-	0%			-	0%
Other Revenue		-		-	-		-		-	-	0%			-	0%
Total Revenue	\$	829,800	\$	- \$	829,800	\$	69,024	\$	- \$	760,776	8%]	\$	65,119	6%
EXPENDITURES															
Personnel Services	\$	181,914	\$	- \$	181,914	\$	6,325	\$	- \$	175,589	3%		\$	8,454	-25%
Debt Service		217,575		-	217,575		8,486		-	209,089	4%	2		-	0%
Operating Expenditures		288,177		-	288,177		486	67,065	5	220,626	23%			374	30%
Transfers Out		107,996		-	107,996		9,000		-	98,996	8%	1		57,813	-84%
Total Expenses	\$	795,662	\$	- \$	795,662	\$	24,297	\$ 67,065	5 \$	704,300	11%		\$	66,642	-64%
REVENUE OVER (UNDER) EXPENDITURES	\$	34,138	Ś	- \$	34,138	\$	44,727						Ś	(1,522)	
Beginning Working Capital October 1	·	,	•	·	816,012	•	816,012						·	632,579	
Ending Working Capital Current Month				\$	850,150	\$	860,739						\$	631,057	

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Notes

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

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PARK DEDICATION AND IMPROVEMENT FUNDS

		Original	Budget		Amended	(Current Year	Current Year	(Current Remaining				ior Year	Change from
		Budget	Adjustment		Budget		YTD Actual	Encumbrances		Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES															
Park Dedication-Fees	\$	964,000	\$	- \$	964,000	\$	-	\$	- \$	964,000	0%		\$	-	0%
Park Dedication - Transfers In		-		-	-		-		-	-	0%			-	0%
Park Improvements		873,000		-	873,000		-		-	873,000	0%			2,630	-100%
Contributions/Grants		200,550		-	200,550		-		-	200,550	0%			-	0%
Interest-Park Dedication		2,000		-	2,000		2,499		-	(499)	125%			831	201%
Interest-Park Improvements		4,050		-	4,050		3,223		-	827	80%			433	644%
Total Revenue	\$	2,043,600	\$	- \$	2,043,600	\$	5,722	\$	- \$	2,037,878	0%		\$	3,894	47%
EXPENDITURES															
Cockrell Park Trail Connection	\$	- 9	\$	- \$	_	\$	-	Ś	- \$	-	0%		\$	-	0%
Park Dedication Land Acquisition	'	-		-	-	•	-	•	- '	-	0%		•	-	0%
Hike & Bike Master Plan		-		-	_		_		_	-	0%			-	0%
Hays Park		-		-	-		-		-	-	0%			3,200	-100%
Pecan Grove H&B Trail		-		-	-		-		-	-	0%			-	0%
Pecan Grove Park		-		-	-		-	823,34	6	(823,346)	0%			-	0%
Windsong Neighborhood Park		100,000		-	100,000		-		-	100,000	0%			-	0%
Capital (Misc. small projects)		-		-	-		-		-	-	0%			-	0%
Total Expenses	\$	100,000	\$	- \$	100,000	\$	-	\$ 823,34	6 \$	(723,346)	823%]	\$	3,200	-100%
REVENUE OVER (UNDER) EXPENDITURES	\$	1,943,600	\$	- \$	1,943,600	\$	5,722								
Beginning Fund Balance October 1					2,140,734		2,140,734							2,660,035	
Ending Fund Balance Current Month				\$	4,084,334	\$	2,146,456						\$	2,660,035	

TIRZ #1 - BLUE STAR

	Orig	ginal	Budget	Amended	Cı	ırrent Year	Cu	urrent Remaining			Pri	or Year	Change from
	Bud	dget	Adjustment	Budget	Υ	TD Actual	- 6	Budget Balance	YTD Percent	Note	YTE) Actual	Prior Year
REVENUES													
Impact Fee Revenue:													
Water Impact Fees	\$	- 9	\$ -	\$ -	\$	-	\$	-	0%		\$	-	0%
Wastewater Impact Fees		-	-	-		6,327		(6,327)	0%			-	0%
East Thoroughfare Impact Fees		200,000	-	200,000		-		200,000	0%			54,592	-100%
Property Taxes - Town (Current)		824,243	-	824,243		-		824,243	0%			-	0%
Property Taxes - Town (Rollback)		-	-	-		-		-	0%			-	0%
Property Taxes - County (Current)		184,704	-	184,704		-		184,704	0%			-	0%
Sales Taxes - Town	1	1,024,068	-	1,024,068		74,138		949,930	7%			59,190	25%
Sales Taxes - EDC		857,656	-	857,656		62,091		795,565	7%			49,572	25%
Interest Income		6,000	-	6,000		3,350		2,650	56%			82	3994%
Transfer In		-	-	-		-		-	0%			-	0%
Total Revenue	\$ 3	3,096,671	\$ -	\$ 3,096,671	\$	145,906	\$	2,950,765	5%		\$	163,436	-11%
EXPENDITURES													
Professional Services	\$	6,000	\$ -	\$ 6,000	\$	-	\$	6,000	0%		\$	-	0%
Developer Rebate	3	3,090,671	-	3,090,671		-	\$	3,090,671	0%			-	0%
Transfers Out		-	-	-		-	\$	-	0%			_	0%
Total Expenses	\$ 3	3,096,671	\$ -	\$ 3,096,671	\$	-	\$	3,096,671	0%]	\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES				\$ -	\$	145,906					\$	163,436	
Beginning Fund Balance October 1				1,392,520		1,392,520						301,260	
Ending Fund Balance Current Month				\$ 1,392,520	\$	1,538,426					\$	464,696	

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TIRZ #2

	(Original	В	udget <i>A</i>	mended	Cu	rrent Year	Curr	ent Remaining			Prio	r Year	Change from
		Budget	Adjı	ustment	Budget	Y	TD Actual	Bu	dget Balance	YTD Percent	Note	YTD	Actual	Prior Year
REVENUES														
Property Taxes - Town (Current)	\$	33,166	\$	- \$	33,166	\$	-	\$	33,166	0%		\$	-	0%
Property Taxes - Town (Rollback)		-		-	-		-		-	0%			-	0%
Property Taxes - County (Current)		7,432		-	7,432		-		7,432	0%			-	0%
Sales Taxes - Town		-		-	-		-		-	0%			-	0%
Sales Taxes - EDC		-		-	-		-		-	0%			-	0%
Interest Income		75		-	75		67		8	89%			11	513%
Total Revenue	\$	40,673	\$	- \$	40,673	\$	67	\$	40,606	0%	-	\$	11	513%
EXPENDITURES														
Professional Services	\$	-	\$	- \$	-	\$	-		-	0%		\$	-	0%
Developer Rebate		40,673		-	40,673		-		40,673	0%			-	0%
Transfers Out		-		-	-		-		-	0%			-	0%
Total Expenditures	\$	40,673	\$	- \$	40,673	\$	-	\$	40,673	0%]	\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES				\$	-	\$	67					\$	11	
Beginning Fund Balance October 1					24,835		24,835						25,189	
Ending Fund Balance Current Month				\$	24,835	\$	24,902	-				\$	25,200	

WATER IMPACT FEES FUND

		C	Current Year	С	Current Year	С	urrent Year							Project
	Project		Original		Budget		Amended	Cı	urrent Year	Current Year	Current Remaining	g	Prior Years	Budget
	Budget		Budget	ļ	Adjustment		Budget		Actual	Encumbrances	Budget Balance	E	Expenditure	Balance
REVENUES														
Impact Fees Water		\$	3,500,000	\$	-	\$	3,500,000	\$	114,867					
Interest Income			45,000		-		45,000		13,571					
Total Revenues		\$	3,545,000	\$	-	\$	3,545,000	\$	128,438					
EXPENDITURES														
Developer Reimbursements														
Parks at Legacy Developer Reimb	250,000		250,000		-		250,000		-	-	250,000	0	-	250,000
Star Trail Developer Reimb	367,000		367,000		-		367,000		-	-	367,00	0	-	367,000
Victory at Frontier Developer Reimb	42,000		42,000		-		42,000		-	-	42,00	0	-	42,000
Westside Developer Reimb	-		-		-		-		-	-		-	-	-
TVG Windsong Developer Reimb	625,000		625,000		-		625,000		-	-	625,00	0	-	625,000
Total Developer Reimbursements	\$ 1,284,000	\$	1,284,000	\$	-	\$	1,284,000	\$	-	\$ -	\$ 1,284,00) \$	- \$	1,284,000
Capital Expenditures														
12" Water Line - DNT	200,000		24,250		-		24,250		-	85,042	(60,79)	2)	90,708	24,250
Lower Pressure Plane Easements	1,000,000		1,400,000		-		1,400,000		-	-	1,400,00	0	-	1,000,000
Lower Pressure Plane	3,100,000		3,200,000		-		3,200,000		-	-	3,200,00	0	-	3,100,000
Total Projects	\$ 4,300,000	\$	4,624,250	\$	-	\$	4,624,250	\$	-	\$ 85,042			90,708 \$	4,124,250
Transfer to CIP Fund	_		_		_		_		_	_		_	_	
Total Transfers Out	\$ -	\$	-	\$	-	\$	-	\$	-	\$ -	\$	- \$	- \$	
Total Expenditures	\$ 5,584,000	\$	5,908,250	\$	-	\$	5,908,250	\$	-	\$ -		\$	90,708 \$	5,408,250
REVENUE OVER (UNDER) EXPENDITURES						\$	(2,363,250)	\$	128,438					
Beginning Fund Balance October 1							4,366,761		4,366,761					
Ending Fund Balance Current Month						\$	2,003,511	\$	4,495,199					

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WASTEWATER IMPACT FEES FUND

		 Current Year	С	urrent Year	С	urrent Year						Project	
	Project	Original		Budget		Amended	Cı	urrent Year	Current Year	Current Remaining	Prior Years	Budget	
	Budget	Budget	A	Adjustment		Budget		Actual	Encumbrances	Budget Balance	Expenditure	Balance	
REVENUES													
Impact Fees Wastewater		\$ 1,750,000	\$	-	\$	1,750,000	\$	71,233					
Interest Income		14,625		-		14,625		6,871					
Upper Trinity Equity Fee		300,000		-		300,000		13,000					
Total Revenues		\$ 2,064,625	\$	-	\$	2,064,625	\$	91,104					
EXPENDITURES													
Developer Reimbursements													
TVG Westside Utility Developer Reimb	350,000	350,000		-		350,000		-	-	350,000	-	350,00)0
Prosper Partners Utility Developer Reimb	100,000	100,000		-		100,000		-	-	100,000		100,00)0
Frontier Estates Developer Reimb	25,000	25,000		-		25,000		-	-	25,000	-	25,00)0
LaCima Developer Reimb	20,000	20,000		-		20,000		-	-	20,000	-	20,00)0
Brookhollow Developer Reimb	100,000	100,000		-		100,000		-	-	100,000	-	100,00)0
TVG Windsong Developer Reimb	700,000	700,000		-		700,000		-	-	700,000	-	700,00)0
All Storage Developer Reimb	50,000	50,000		-		50,000		-	-	50,000	-	50,00)0
Legacy Garden Developer Reimb	 60,000	60,000		-		60,000		-	-	60,000	-	60,00)0
Total Developer Reimbursements	\$ 1,405,000	\$ 1,405,000	\$	-	\$	1,405,000	\$	-	\$ -	\$ 1,405,000	\$ -	\$ 1,405,00)0
Capital Expenditures													
Doe Branch Wastewater Lines	 475,000	212,000		-		212,000		-	314,400	(102,400)	48,600	(151,00)0)
Total Projects	\$ 475,000	\$ 212,000	\$	-	\$	212,000	\$	-	\$ 314,400	\$ (102,400)	\$ 48,600	\$ (151,00)0)
Transfer to CIP Fund	-	-		-		-		-	-				
Total Transfers Out	\$ -	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$	_
Total Expenditures	\$ 1,880,000	\$ 1,617,000	\$	-	\$	1,617,000	\$	-	\$ 314,400	\$ 1,302,600	\$ 48,600	\$ 1,254,00)0
REVENUE OVER (UNDER) EXPENDITURES					\$	447,625	\$	91,104					
Beginning Fund Balance October 1						2,733,394		2,733,394					
Ending Fund Balance Current Month					\$	3,181,019	\$	2,824,498					

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THOROUGHFARE IMPACT FEES FUND

		Project Budget	C	Current Year Original Budget	Current Year Budget Adjustment	(Current Year Amended Budget	(Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES													
East Thoroughfare Impact Fees			\$	1,000,000	\$	- \$	1,000,000	\$	30,533				
East Thoroughfare Other Revenue				-		-	-		-				
West Thoroughfare Impact Fees				4,000,000		-	4,000,000		148,695				
West Thoroughfare Other Revenue				-		-	-		4 022				
Interest-East Thoroughfare Impact Fees				14,000		-	14,000		4,833				
Interest-West Thoroughfare Impact Fees				45,000		-	45,000	_	15,400	•			
Total Revenues			\$	5,059,000	\$	- \$	5,059,000	\$	199,462				
EXPENDITURES													
East													
FM 1461 (SH289-CR 165)		175,000		175,000		-	175,000		-	-	175,000	154,147	20,853
Coleman Median Landscape (Talon-Victory)		30,000		-		-	-		-	-	-	25,200	4,800
Coit Road (First - Frontier)		1,289,900		50,000		-	50,000		-	364,755	(314,755)	925,776	(630
Traffic Signal - Coit & Richland		-		-		-	-		-	-	-	-	-
Transfer to Capital Project Fund		1,820,000		1,820,000		-	1,820,000		3,095	-	1,816,905		1,816,905
Total East	\$	3,314,900	\$	2,045,000	\$	- \$	2,045,000	\$	3,095	\$ 364,755	\$ 1,677,151	\$ 1,105,123	\$ 1,841,928
West													
Teel 380 Intersection Improvements		100,000		0		-	-		-	1,000	(1,000)	100,985	(1,985
Fishtrap (Elem-DNT)		6,600,000		6,600,000		-	6,600,000		-	-	6,600,000	-	6,600,000
Traffic Signal		300,000		-		-	-		-	-	-	269,492	30,508
Parks at Legacy Developer Reimb		500,000		500,000		-	500,000		-	-	500,000	-	500,000
Star Trail Developer Reimb		1,500,000		1,500,000		-	1,500,000		-	-	1,500,000	-	1,500,000
Tellus Windsong Developer Reimb		750,000		750,000		-	750,000		-	-	750,000	-	750,000
Legacy Garden Developer Reimb		200,000		200,000		-	200,000		-	-	200,000	-	200,000
Transfer to Capital Project Fund		-		-		-	-		11,582	-	(11,582)		(11,582
Total West	\$	9,950,000	\$	9,550,000	\$	- \$	9,550,000	\$	11,582	\$ 1,000	\$ 9,549,000	\$ 370,477	\$ 9,578,523
	_											<u> </u>	
Total Expenditures	\$	13,264,900	Ş	11,595,000	\$	- \$	11,595,000	\$	14,677	\$ 365,755	\$ 11,226,151	\$ 1,475,600	\$ 11,420,451
REVENUE OVER (UNDER) EXPENDITURES						\$	(6,536,000)	\$	184,785				
Beginning Fund Balance October 1							10,678,812		10,678,812				
Ending Fund Balance Current Month						\$	4,142,812	\$	10,863,597				

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SPECIAL REVENUE FUNDS

	0	riginal	Budget	Amended	Cu	rrent Year	Current Year	Curr	ent Remaining			Prio	or Year	Change from
	В	udget	Adjustment	Budget	Υ	TD Actual	Encumbrances	Bu	dget Balance	YTD Percent	Note	YTD	Actual	Prior Year
Police Donation Revenue	\$	15,500	- 5		\$	1,271	\$ -	\$	14,229	8%		\$	1,196	6%
Fire Donation Revenue		15,500	-	15,500		1,281	-		14,219	8%			1,204	6%
Child Safety Revenue		28,000	-	28,000		-	-		28,000	0%			-	0%
Court Security Revenue		8,000	-	8,000		1,063	-		6,937	13%			626	70%
Court Technology Revenue		7,650	-	7,650		888	-		6,762	12%			520	71%
Municipal Jury revenue		150	-	150		21	-		129	14%			12	69%
Interest Income		2,425	-	2,425		1,929	-		496	80%			365	428%
Interest Income CARES/ARPA Funds		-	-	-		16,217	-		(16,217)	0%			1,323	1126%
Tree Mitigation		-	-	-		244,038	-		(244,038)	0%			-	0%
Miscellaneous		3,000	-	3,000		-	-		3,000	0%			-	0%
CARES Act/ARPA Funding		3,045,165	-	3,045,165		-	-		3,045,165	0%			-	0%
Transfer In		-	-	-		-	-		-	0%	<u> </u>		-	0%
Total Revenue	\$	3,125,390	\$ - \$	3,125,390	\$	266,708	\$ -	\$	2,858,683	9%	1	\$	5,246	4984%
EXPENDITURES														
LEOSE Expenditure	\$	17,500	\$ - 9	17,500	\$	3,300	\$ -	\$	14,200	19%		\$	-	0%
Court Technology Expense		-	-	-		-	-		-	0%			-	0%
Court Security Expense		15,675	-	15,675		-	-		15,675	0%			-	0%
Police Donation Expense		38,740	-	38,740		-	-		38,740	0%			-	0%
Fire Donation Expense		5,387	-	5,387		-	-		5,387	0%			-	0%
Child Safety Expense		39,761	-	39,761		-	19,985		19,776	50%			-	0%
Tree Mitigation Expense		-	-	-		-	-		-	0%			-	0%
Police Seizure Expense		12,995	-	12,995		-	-		-	0%			-	0%
CARES Act/ARPA Funding		-	-	-		-	-		-	0%			-	0%
Transfer Out (Tree Mitigation funds)		-	-	-		-	-		-	0%			-	0%
Total Expenses	\$	130,058	\$ - \$	130,058	\$	3,300	\$ 19,985	\$	93,778	18%]	\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES	\$	2,995,332	\$ - \$	2,995,332	\$	263,408						\$	5,246	
Beginning Fund Balance October 1				817,219		817,219							567,535	
Ending Fund Balance Current Month				3,812,551	\$	1,080,627						\$	572,781	

CAPITAL PROJECTS - GENERAL

	Project	Current Year	Current Year	Current Yea		C	Current Year	Current Year	Current Remaining	Prior Years	Project
	Budget	Original Budget*	Budget Adj.	Amended Bud	iget		Actual	Encumbrances	Budget Balance	Expenditure	Budget Balance
REVENUES											
Grants		\$ -	\$.	· \$	-	\$	-				
Contributions/Interlocal Revenue		-			-		-				
Bond Proceeds		-			-		-				
Interest Income		-			-		118,302				
Other Revenue		-			-		-				
Transfers In - General Fund		-			-		-				
Transfers In - Impact Fee Funds		-			-		14,677				
*Transfers In/Out - Bond Funds		-			-		-				
Total Revenues		\$ -	\$.	· \$	-	\$	132,979				
EXPENDITURES											
Frontier Parkway BNSF Overpass	9,143,771	\$ -			_		-	-	_	8,855,826	287,945
West Prosper Roads	14,168,828	-			_		-	_	_	14,016,735	152,093
Traffic Signal (Coit & First)	306,300	-			_		-	-	-	286,799	19,501
BNSF Quiet Zone First/Fifth	145,000	-			_		-	4,950	(4,950)	17,146	122,904
Prosper Trail (Coit-Custer) 2 Lanes	6,422,068	-			_		-	-	-	4,715,110	1,706,958
Cook Lane (First-End)	20,799	-			_		-	_	_	-	20,799
Preston/First Turn Lane	900,000	-			_		-	_	_	_	900,000
First St (DNT to Coleman)	20,787,000	-			-		-	593,743	(593,743)	1,407,531	18,785,726
Fishtrap (Elem-DNT) 4 Lanes	30,807,000	-			-		-	26,870,802	(26,870,802)	873,947	3,062,251
First St (Coit-Custer) 4 Lanes	26,885,000	-			-		-	22,565,969	(22,565,969)	921,427	3,397,604
Fishtrap, Segment 4 (Middle-Elem)	2,944,190	-			-		-	-	-	1,085,647	1,858,543
Preston/Prosper Trail Turn Lane	900,000	-			-		-	-	-	100,000	800,000
Victory Way (Coleman-Frontier)	2,500,000	-			-		-	-	-	2,284,783	215,217
Craig Street (Preston-Fifth)	3,450,000	-			-		-	148,005	(148,005)	· · ·	3,301,995
Prosper Trail/DNT Intersection Improvements	2,113,000	-			-		-	-	-	2,034,355	78,645
Fishtrap Section 1 & 4	778,900	-			-		-	5,000	(5,000)	727,808	46,092
Fishtrap Segment 2 (PISD reimbursement)	1,063,033	-			-		-	-	-	-	1,063,033
Fishtrap (Teel - Gee Road)	6,425,000	-			-		-	6,025,000	(6,025,000)	-	400,000
Gee Road (Fishtrap - Windsong)	4,949,000	-			-		-	4,169,579	(4,169,579)	-	779,421
Teel (US 380 Intersection Improvements)	1,280,000	-			-		-	-	-	-	1,280,000
Coleman (Gorgeous - Prosper Trail)	7,000,000	-			-		-	740,906	(740,906)	-	6,259,094
Coleman (Prosper Trail - PHS)	3,420,000	-			-		-	-	-	-	3,420,000
Legacy (Prairie - Fishtrap)	8,225,000	-			-		-	558,307	(558,307)	-	7,666,694
Teel Parkway (US 380 - Fishtrap Rd) NB 2 Lanes (Design)	900,000	-			-		-	135,700	(135,700)	-	764,300
Total Street Projects	\$ 155,533,889	\$ -	\$ -	. \$	-	\$	- \$			37,327,114 \$	

CAPITAL PROJECTS - GENERAL

	Project	Current Year	Current Year	Current Year		Current Year	Current Year	Current Remaining	Prior Years	Project
	Budget	Original Budget*	Budget Adj.	Amended Budget		Actual	Encumbrances	Budget Balance	Expenditure	Budget Balance
Downtown Monument	455,000								207,411	247,58
Turf Irrigation SH289	68,000	-	-	-		-	-	-	48,935	247,36 19,06
_		-	-	-		-	-	-		
US 380 Median Design (Green Ribbon)	821,250	-	-	-		-	-	-	65,800	755,45
Whitley Place H&B Trail Extension	750,000	-	-	-		-	-	-	734,209	15,79
Whitley Place H&B Trail Extension (Pwr line Esmnt)	280,000	-	-	-		-	-	(500,000)	235,202	44,79
Tanner's Mill Phase 2 Design	1,030,000	-	-	-		-	689,039	(689,039)	14,080	326,88
Lakewood Preserve, Phase 2	3,845,000	-	-	-		-	131,477	(131,477)	-	3,713,52
Pecan Grove Ph II	67,500	-	-	-		-	4,352	(4,352)	26,435	36,7
Downtown Pond Improvements	120,000	-	-	-		-	-	-	-	120,0
Sexton Park Phase I	1,200,000	-	-	-		-	936,986	(936,986)	-	263,0
Gee Road Trail Connection	700,000	-	-	-		-	-	-	-	700,0
Coleman Median Landscape (Victory-Preston)	650,000	-	-	-		-	435,147	(435,147)	-	214,8
Prosper Trail Median Landscape	275,000	-	-	-		-	149,415	(149,415)	-	125,58
Coleman Median Landscape (Talon-Victory)	454,025	-	-	-		-	-	-	-	454,0
Total Park Projects	\$ 10,715,775	\$ -	\$ -	\$ -	\$	- \$	2,346,416	(2,346,416) \$	1,332,072 \$	7,037,2
PD Car Camera and Body worn Camera System	387,225	-	_	_		_	17,000	(17,000)	-	370,2
Station #3 Quint Engine	1,350,000	_	64,723	64,723		725	53,550	10,448	_	1,295,7
Station #3 Ambulance	460,000	_	50,701	50,701		-	28,550	22,151	_	431,4
Street Broom	36,900	_	-	-		_	-		_	36,9
Storm Siren	33,860	_	_	_		_	_	_	_	33,8
Scag Wind Storm Blower	9,300	_	_	_		_	_	_	_	9,3
Heavy Duty Trailer	18,250	_	_	_		_	_	_	_	18,2
Verti-Cutter		-	-	-		-	-	-	-	
Skid Steer	12,000	-	-	-		-	-	-	-	12,0
	81,013	-	-	-		-	-	-	-	81,0
Z-Max Spreader/Sprayer	12,000	-	-	-		-	-	-	-	12,0
Park Ops Vehicle	25,889	-	-	-		-	-	-	-	25,8
Bucket Truck	117,261	-	-	-		-	-	-	-	117,2
Awnings for Storage	19,800	-	-	-		-	300	(300)	-	19,5
Engineering Vehicle	35,998	-	-	-		-	-	-	-	35,9
Public Safety Complex FFE		-	-	-		-	-	-	-	
Public Safety Complex, Phase 2-Design	1,555,615	-	610			-	204,770	(204,160)	-	1,350,8
Public Safety Complex, Phase 2-Dev Costs	670,000	-	506,702			-	39,842	466,860	-	630,1
Public Safety Complex, Phase 2-Construction	14,500,000	-	134	134		-	8,903,441	(8,903,307)	-	5,596,5
Public Safety Complex, Phase 2-FFE	1,274,385	-	857,854	857,854		636	348,626	508,592	-	925,1
Fire Engine Station 4 - FUNDS REALLOCATED	1,100,000	-	-	-		-	-	-	-	
Fire Station #4 - Design	600,000	-	-	-		-	285,616	(285,616)	-	314,3
Fire Station #4 - Engine	1,250,000	-	57,384	57,384		-	60,173	(2,788)	-	1,189,8
Fire Station #4 - Ambulance	552,000	-	104,503	104,503		-	404,942	(300,439)	-	147,0
Fire Station #4 - Other Costs	8,250	-	-	-		-	-	-	-	8,2
Total Facility Projects	\$ 24,109,746	\$ -	\$ 1,642,611	\$ 1,642,611	\$	1,361 \$	10,346,810	(8,705,561) \$	- \$	
Transfer Out	_	_	_	_		_	_	_	_	
Total Expenditures	\$ 190,359,410	\$ -	\$ 1,642,611	\$ 1,642,611	\$	1,361 \$	74,511,187	(72,869,938) \$	38,659,186 \$	76,087,6
EVENUE OVER (UNDER) EXPENDITURES				\$ (1,642,611)	\$	131,618	. ,		. , ,	, ,-
ginning Fund Balance (Restricted for Capital Projects) Octol	oer 1			77,609,702	-	77,609,702				
,				,,,,,,,,						
ding Fund Balance (Restricted for Capital Projects) Current	Month			\$ 75,967,091	\$	77,741,320				

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Note:

^{*}The current year original budget will show under the budget adjustment column. Budgets were created with the PO roll in December 2023.

CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget*	Current Ye Budget Adjustmer		Current Year Amended Budget	С	urrent Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES											
Interest Income		\$	- \$	- \$	-	\$	59,540				
Bond Proceeds			-	-	-		(2,918)				
Transfers In			-	-	-		2,041				
Transfers In - Impact Fee Funds			-	-	-		-				
Transfers In - Bond Funds			-	-	-		336,148				
Total Revenues		\$	- \$	- \$	-	\$	394,811				
EXPENDITURES											
Lower Pressure Plane Pump Station Design	24,331,100		-	-	-		-	16,319,768	(16,319,768)	1,148,013	6,863,319
Fishtrap EST (South)	6,433,700		-	-	-		-	-	-	6,239,583	194,117
Water Supply Line Phase I	13,181,703		-	-	-		-	-	-	12,956,822	224,881
Custer Rd Meter Station/Water Line Relocation	3,866,832		-	-	-		-	826	(826)	3,795,144	70,862
E-W Collector (Cook-DNT)	680,775		-	-	-		-	-	-	547,223	133,552
Doe Branch Parallel Interceptor	-		-	-	-		-	-	-	-	-
Fishtrap (Elem-DNT) Water Line	5,000,000		-	-	-		-	-	-	-	5,000,000
Water Line Relocation Frontier			-	-	-		-	398,239	(398,239)	-	(398,239)
Total Water & Wastewater Projects	\$ 53,494,110	\$	- \$	- \$	-	\$	-	\$ 16,718,833	\$ (16,718,833) \$	24,686,785 \$	12,088,492
Old Town Drainage	665,000		_	_					_	603,142	61,858
Frontier Park/Preston Lakes Drainage	1,085,000		_	_	_		-	148,379	(148,379)	36,510	900,111
Old Town Regional Pond #2	385,000		_	_	_		-	17,114	(17,114)	2,572	365,315
Old Town Drainage Broadway Design & Construction	691,686		_	_	_		_		(17,114)	318,568	373,118
Total Drainage Projects	\$ 2,826,686	\$	- \$	- \$	-	\$	-	\$ 165,493	\$ (165,493) \$	960,792 \$	1,700,402
Transfer out	_		_	_	_		336,148	_	(336,148)	_	
Total Expenses	\$ 56,320,796	\$	- \$	- \$		\$	336,148	\$ 16,884,325		25,647,577 \$	13,788,894
Total Expenses	y 30,320,730	Υ	Ψ	<u> </u>		<u> </u>	330,110	7 10,001,323	ψ (10,00 1,323) ψ	23,017,377	13,700,031
				\$	-	\$	58,663				
Beginning Fund Balance (Restricted for Capital Projects) Octo	ober 1				40,601,835		40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current	t Month			\$	40,601,835	\$	40,660,498				

Note:

^{*}The current year original budget will show under the budget adjustment column. Budgets were created with the PO roll in December 2023.





MONTHLY FINANCIAL REPORT as of November 30, 2022 Cash/ Budgetary Basis

Prepared by Finance Department

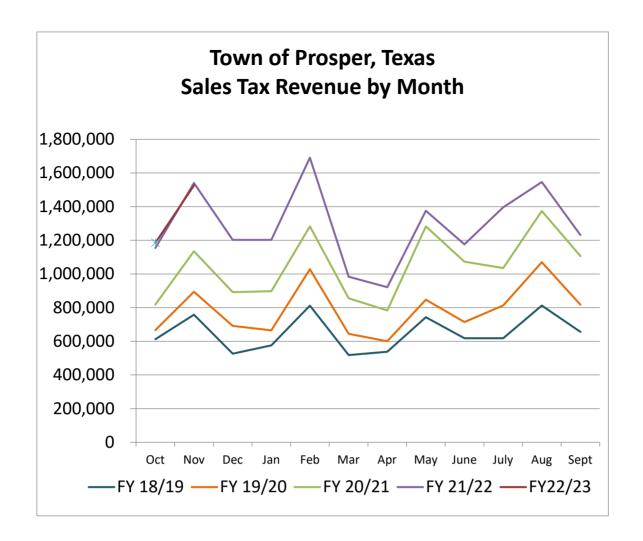
June 27, 2023

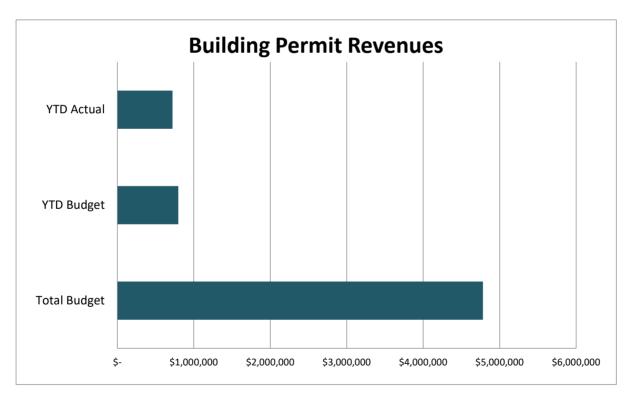
TOWN OF PROSPER, TEXAS

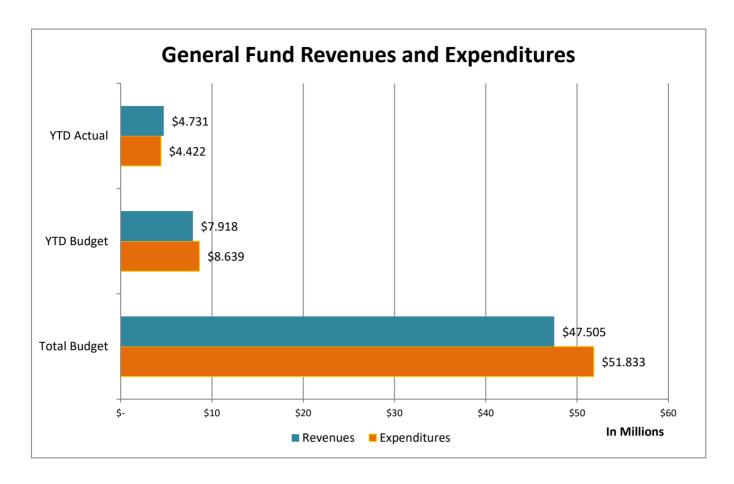
MONTHLY FINANCIAL REPORT November 2022

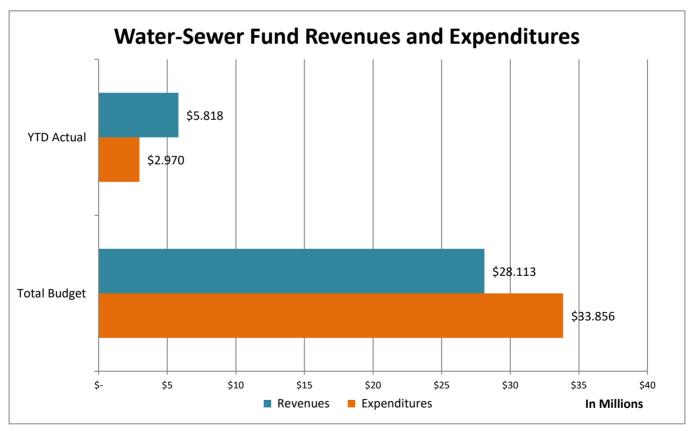
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GENERAL FUND

		Original	Budget		Amended	Cı	urrent Year	Cu	ırrent Year	Current R	emaining			Prior Year	Change from
		Budget	Adjustmen	ıt	Budget	Y	TD Actuals	Enc	cumbrances	Budget	Balance	YTD Percent	Note	YTD Actuals	Prior Year
DEVENUES															
REVENUES Property Tayos	\$	23,519,547	ċ		\$ 23,519,547	\$	1,288,094	ć		\$ 2:	2,231,453	5%	1	\$ 1,495,368	-14%
Property Taxes Sales Taxes	٦	10,220,208	•		10,220,208	Ş	1,693,179	Ş	0	•	2,231,433 3,527,029	5% 17%	1	3 1,495,508 1,688,098	0%
Franchise Fees		2,404,527		0	2,404,527		1,093,179		0		2,296,960	4%	2	87,276	23%
Building Permits		4,781,000			4,781,000		721,109				4,059,891	4% 15%		461,939	56%
•				0			-		0		-	16%		,	
Other Licenses, Fees & Permits		1,552,430		0	1,552,430		255,344		0		1,297,086			334,420	-24%
Charges for Services		1,240,961		0	1,240,961		126,604		0	•	1,114,357	10%		164,304	-23%
Fines & Warrants		250,425		0	250,425		64,806		0		185,619	26%		37,289	74%
Intergovernmental Revenue (Grants)		1,525,000		0	1,525,000		46,577		0		1,478,423	3%		47.242	0%
Interest Income		150,000		0	150,000		67,561		0		82,439	45%		17,212	293%
Transfers In		1,235,335		0	1,235,335		205,889		0		1,029,446	17%		183,419	12%
Miscellaneous		116,576		0	116,576		35,720		0		80,856	31%		24,961	43%
Park Fees	<u> </u>	509,300		0	509,300		118,202		0		391,098	23%		84,665	40%
Total Revenues	\$	47,505,309	\$	-	\$ 47,505,309	\$	4,730,651	\$		\$ 43	2,774,658	10%		\$ 4,578,951	3%
EXPENDITURES															
Administration	Ś	9,341,007	\$	_	\$ 9,341,007	\$	1,089,852	Ś	652,417	Ś.	7,598,739	19%		\$ 1,049,756	4%
Police		6,635,120	-	0	6,635,120	Ÿ	704,699	Ψ	608,209		5,322,211	20%		855,107	-18%
Fire/EMS		9,990,721		0	9,990,721		1,104,207		498,444		3,388,069	16%		1,273,146	-13%
Public Works		4,136,738		0	4,136,738		279,739		1,226,786		2,630,213	36%		134,400	108%
Community Services		7,174,446		0	7,174,446		661,797		415,420		5,097,229	15%		741,412	-11%
Development Services		4,173,570		0	4,173,570		352,486		381,703		3,439,381	18%		464,425	-24%
Engineering		2,601,325		0	2,601,325		229,527		368,647		2,003,150	23%		285,952	-20%
Transfers Out		7,780,485		0	7,780,485		0		0		7,780,485	0%		825,833	-100%
Total Expenses	\$	51,833,412		-		Ś	4,422,308	\$	4,151,627		3,259,478	17%		\$ 5,630,031	-21%
Total Expenses	Ψ_	31,000,112	Ψ		Ţ 31,033,11	Ψ	.,	Ψ	.,131,027	Ψ	3,233,170	27,70	l I	Ψ 3,030,031	2270
REVENUE OVER (UNDER) EXPENDITURES	\$	(4,328,103)	\$	-	\$ (4,328,103)	\$	308,343								
Beginning Fund Balance October 1-Unassigned	/Unre	stricted			18,925,919		18,925,919								
Ending Fund Balance				-	\$ 14,597,816	\$	19,234,262	-							

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.

WATER-SEWER FUND

	Original		Budget	Ame	nded	С	urrent Year	Cı	urrent Year	C	Current Remaining			I	Prior Year	Change from
	 Budget	Α	djustment	Bu	dget	`	/TD Actual	End	cumbrances		Budget Balance	YTD Percent	Note	Υ	TD Actual	Prior Year
REVENUES																
Water Charges for Services	\$ 17,557,737	\$	- \$	17	,557,737	\$	3,801,258	\$	-	\$	13,756,479	22%		\$	3,273,058	16%
Sewer Charges for Services	9,462,990	•	-		,462,990		1,718,451	·	-	·	7,744,539	18%			1,540,394	12%
Licenses, Fees & Permits	377,705		-		377,705		71,724		-		305,981	19%			65,493	10%
Utility Billing Penalties	186,900		-		186,900		45,024		-		141,876	24%			39,071	15%
Interest Income	60,000		-		60,000		49,576		-		10,424	83%			10,780	360%
Other	467,427		-		467,427		132,097		-		335,330	28%			120,587	10%
Transfer In	-		-		-		-		-		-	0			-	0%
Total Revenues	\$ 28,112,759	\$	- \$	28	,112,759	\$	5,818,129	\$	-	\$	22,294,630	21%		\$	5,049,383	15%
EXPENDITURES																
Administration	\$ 1,558,936	\$	- \$	1	,558,936	\$	309,264	\$	18,000		1,231,672	21%			270,196	14%
Debt Service	4,354,465		-	4	,354,465		157,665		-		4,196,800	4%	1		-	0%
Water Purchases	9,605,940		-	9	,605,940		884,482		-		8,721,458	9%			1,192,877	-26%
Public Works	15,459,250		-	15	,459,250		1,428,078		936,353		13,094,819	15%			1,262,495	13%
Transfer Out	2,877,339		-	2	,877,339		190,766		-		2,686,573	7%			166,780	14%
Total Expenses	\$ 33,855,930	\$	- \$	33	,855,930	\$	2,970,256	\$	954,353	\$	29,931,321	12%		\$	2,892,348	3%
REVENUE OVER (UNDER) EXPENDITURES	\$ (5,743,171)	\$	- \$	5 (5	,743,171)	\$	2,847,873							\$	2,157,036	
Beginning Working Capital October 1				12	,669,408	\$	12,669,408									
Ending Working Capital			Ş	6	,926,237	\$	15,517,281									

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Notes

1 Annual debt service payments are made in February and August.

WATER-SEWER FUND

	Nov-	22		Nov	/-21		Growth %
	WATER		SEWER	WATER		SEWER	Change
# of Accts Residential	11,905		11,178	11,024		10,333	8.08%
# of Accts Commercial	421		376	391		348	7.85%
Consumption-Residential	133,293,800		80,467,203	124,365,360		66,437,538	12.03%
Consumption-Commercial	24,881,070		14,336,720	23,621,530		14,977,010	1.60%
Consumption-Commercial Irrigation	27,681,500			23,702,530			16.79%
Avg Total Res Water Consumption	11,190			11,256			-0.59%
Billed (\$) Residential	\$ 910,589	\$	710,155	\$ 855,483	\$	617,384	6.44%
Billed (\$) Commercial	\$ 235,389	\$	46,751	\$ 219,335	\$	122,744	7.32%
Billed (\$) Commercial Irrigation	\$ 247,909	\$	-	\$ 209,306	\$	-	18.44%
Total Billed (\$)	\$ 1,393,887	\$	756,905	\$ 1,284,125	\$	740,129	6.25%

	Av	erage rainfall fo	r November is 2.98		
	Dec-21	0.43	Dec-20	3.00	
	Jan-22	0.08	Jan-21	0.85	
	Feb-22	2.03	Feb-21	2.22	
	Mar-22	2.12	Mar-21	3.03	
	Apr-22	2.54	Apr-21	4.50	
Rainfall	May-22	3.00	May-21	7.77	
	Jun-22	2.64	Jun-21	2.15	
	Jul-22	0.41	Jul-21	2.98	
	Aug-22	10.68	Aug-21	4.82	
	Sep-22	2.64	Sep-21	0.14	
	Oct-22	2.97	Oct-21	2.60	
	Nov-22	5.82	Nov-21	2.92	

Average Total Re	Average Total Residential Water Consumption by													
	Month													
	2022	2021												
October	20,110	16,543												
November	11,190	11,256												
December	6,273	7,850												
January	6,936	5,934												
February	7,385	6,488												
March	6,006	7,400												
April	8,613	11,280												
May	13,130	6,110												
June	13,330	8,104												
July	22,900	14,676												
August	27,840	20,047												
September	15,450	16,690												
TOTAL (gal)	159,163	132,378												

SOLID WASTE FUND

	Original	Budge	t	Amended	C	urrent Year	Current	Year	Current Remaining			Prior Year	Change from
	Budget	Adjustm	ent	Budget		/TD Actual	Encumbr	ances	Budget Balance	YTD Percent	Note	YTD Actual	Prior Year
REVENUES													
Sanitation Charges for Services	2,158,200		-	2,158,200		368,035		-	1,790,165	17%		287,944	28%
Interest Income	-		-	-		377		-	(377)	0%		-	0%
Transfer In	1,750,000		-	1,750,000		-		-	1,750,000	0%		-	0%
Total Revenues	\$ 3,908,200	\$	-	\$ 3,908,200	\$	368,411	\$	-	\$ 3,539,789	9%		\$ 287,944	28%
EXPENDITURES													
Administration	\$ 1,750,000	\$	-	. , ,	\$	-	\$ 5	0,000	1,700,000	3%		-	0%
Sanitation Collection	2,158,200		-	2,158,200		-		-	2,158,200	0%		-	0%
Transfer Out	-		-	-		-		-	-	0%		-	0%
Total Expenses	\$ 3,908,200	\$	-	\$ 3,908,200	\$	-	\$ 5	0,000	\$ 3,858,200	1%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$	-	\$ -	\$	368,411						\$ 287,944	
Beginning Working Capital October 1				-	\$	-							
Ending Working Capital			_	\$ -	\$	368,411	• •					\$ 287,944	- -

Notes

DEBT SERVICE FUND

		Original	Budget		Amended	Cu	rrent Year	Current Yea	r	Current Remaining			Р	rior Year	Change from
		Budget	Adjustment		Budget	ΥT	D Actual	Encumbranc	es	Budget Balance	YTD Percent	Note	YT	ΓD Actual	Prior Year
REVENUES															
Property Taxes-Delinquent	\$	75,000	\$	- \$	75,000	\$	25,663	\$	- \$	49,337	34%		\$	(9,286)	-376%
Property Taxes-Current		12,605,972	-		12,605,972		668,791	-		11,937,181	5%	1		839,774	-20%
Taxes-Penalties		-	-		-		4,043	-		(4,043)	0%			1,530	164%
Transfer In		-	-		-		-	-		-	0%			-	0%
Interest Income		20,000	-		20,000		3,523	-		16,477	18%			3,064	15%
Total Revenues	\$	12,700,972	\$	- \$	12,700,972	\$	702,021	\$	- \$	11,998,951	6%		\$	835,082	-16%
EXPENDITURES															
Professional Services	\$	-	\$	- \$	-	\$	-	\$	- \$	-	0%	\Box	\$	_	0%
Bond Administrative Fees	'	20,000		0	20,000	·	0	•	0	20,000	0%		'	0	0%
2013 GO Refunding Bond		180,000		0	180,000		0		0	180,000	0%			0	0%
2014 GO Bond Payment		315,000		0	315,000		0		0	315,000	0%			0	0%
2015 GO Bond Payment		1,309,200		0	1,309,200		0		0	1,309,200	0%			0	0%
2015 CO Bond Payment		465,000		0	465,000		0		0	465,000	0%			0	0%
2016 GO Debt Payment		0		0	0		0		0	-	0%			0	0%
2016 CO Debt Payment		80,000		0	80,000		0		0	80,000	0%			0	0%
2017 CO Debt Payment		85,000		0	85,000		0		0	85,000	0%	 		0	0%
2018 GO Debt Payment		145,000		0	145,000		0		0	145,000	0%			0	0%
2018 CO Debt Payment		475,000		0	475,000		0		0	475,000	0%			0	0%
2019 CO Debt Payment		399,806		0	399,806		0		0	399,806	0%			0	0%
2019 GO Debt Payment		160,000		0	160,000		0		0	160,000	0%			0	0%
2020 CO Debt Payment		255,000		0	255,000		0		0	255,000	0%			0	0%
2021 CO Debt Payment		245,000		0	245,000		0		0	245,000	0%			0	0%
2021 GO Debt Payment		1,225,000		0	1,225,000		0		0	1,225,000	0%			0	0%
2022 GO Debt Payment		1,890,000		0	1,890,000		0		0	1,890,000	0%	\vdash		0	0%
Bond Interest Expense		3,955,037		0	3,955,037		0		0	3,955,037	0%			0	0%
Total Expenditures	\$	11,204,043	\$	- \$	11,204,043	\$	-	\$	- \$	11,204,043	0%]	\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES	\$	1,496,929	\$	- \$	1,496,929	\$	702,021						\$	835,082	
Beginning Fund Balance October 1					683,357		683,357							2,619,367	
Ending Fund Balance Current Month				\$	2,180,286	\$	1,385,378						\$	3,454,449	

Notes

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

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

		Original	Budget		Amended	C	urrent Year	Cu	rrent Year	Cu	rrent Remaining			Pr	rior Year	Change from
		Budget	Adjustment		Budget	,	YTD Actual	Enc	umbrances	В	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES																
Sales Tax - Town	\$	2,741,662	-	\$	2,741,662	\$	446,565	\$	-	\$	2,295,097	16%		\$	444,095	1%
Interest Income		1,200	-		1,200		402		-		798	34%			137	194%
Other		-	-		-		-		-		-	0%			-	0%
Total Revenue	\$	2,742,862	-	\$	2,742,862	\$	446,967	\$	-	\$	2,295,895	16%		\$	444,232	1%
EXPENDITURES Personnel	ķ	2,711,865		Ś	2,711,865	Ś	346,899	¢	_	Ś	2,364,966	13%		\$	290,109	20%
Other	٦	1,200	-	Ą	1,200	Ą	(10,109)	Ą	_	۲	11,309	-842%		۲	290,109	-130712%
Total Expenditures	\$	2,713,065		\$	2,713,065	\$	336,789	\$	-	\$	2,376,276	12%		\$	290,117	16%
REVENUE OVER (UNDER) EXPENDITURES	\$	29,797	-	\$	29,797	\$	110,177							\$	154,115	
Beginning Fund Balance October 1					453,711		453,711								302,439	
Ending Fund Balance Current Month				\$	483,508	\$	563,888							\$	456,554	

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

	Original	Budget		Amended	Cı	ırrent Year	Current Year	Cı	urrent Remaining			Pı	ior Year	Change from
	Budget	Adjustment		Budget	Y	TD Actual	Encumbrances	ı	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES														
Sales Tax - Town	\$ 2,710,483	\$	- \$	2,710,483	\$	446,156	\$	- \$	2,264,327	16%		\$	441,926	1%
Interest Income	600		-	600		470		-	130	78%			80	487%
Other	-		-	-		-		-	-	0%			-	0%
Total Revenue	\$ 2,711,083	\$	- \$	2,711,083	\$	446,625	\$.	- \$	2,264,458	16%		\$	442,006	1%
EXPENDITURES Personnel	\$ 2,682,642	\$	- \$	2,682,642	\$	310,983	\$ -	- \$	2,371,659	12%		\$	360,397	-14%
Other	2,400	_	-	2,400		(10,109)		-	12,509	-421%	4		8	-130712%
Total Expenditures	\$ 2,685,042	\$	- Ş	2,685,042	Ş	300,873	\$.	- \$	2,384,169	11%]	\$	360,405	-17%
REVENUE OVER (UNDER) EXPENDITURES	\$ 26,041	\$	- \$	26,041	\$	145,752						\$	81,601	
Beginning Fund Balance October 1				457,409		457,409							203,982	
Ending Fund Balance Current Month			\$	483,450	\$	603,161						\$	285,583	

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original		Budget	,	Amended	urrent Year		Current Year		urrent Remaining				rior Year	Change from
	Budget	А	djustment	tment Bud		 TD Actual	Eı	ncumbrances	- 1	Budget Balance	YTD Percent	Note	Ϋ́	TD Actual	Prior Year
REVENUES															
Grant Revenue	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	0%		\$	-	0%
Other Reimbursements	150,000		-		150,000	-		-		150,000	0%			-	0%
Interest Income	25,000		-		25,000	16,347		-		8,653	65%			3,776	333%
Charges for Services	1,385,257		-		1,385,257	230,876		-		1,154,381	17%			195,033	18%
Total Revenue	\$ 1,560,257	\$	-	\$	1,560,257	\$ 247,223	\$	-	\$	1,313,034	16%		\$	198,809	24%
EXPENDITURES															
Vehicle Replacement	\$ 754,100	\$	-	\$	754,100	\$ 51,045	\$	59,252	\$	643,803	15%		\$	289,642	-82%
Equipment Replacement	170,906		-		170,906	9,461		-		161,445	6%			-	0%
Technology Replacement	293,200		-		293,200	-		69,277		223,923	24%			109,590	-100%
Total Expenditures	\$ 1,218,206	\$	-	\$	1,218,206	\$ 60,506	\$	128,529	\$	1,029,172	16%		\$	399,232	-85%
REVENUE OVER (UNDER) EXPENDITURES	\$ 342,051	\$	-	\$	342,051	\$ 186,718							\$	(200,423)	
Beginning Fund Balance October 1					3,957,862	3,957,862								3,957,862	
Ending Fund Balance Current Month				\$	4,299,913	\$ 4,144,580	-						\$	3,757,439	

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Notes

STORM DRAINAGE UTILITY FUND

	Original	Budget		Amended	C	urrent Year	Current Ye	ar	Current Remaining			Pi	rior Year	Change from
	Budget	Adjustment		Budget	•	YTD Actual	Encumbran	ces	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES														
Storm Drainage Utility Fee	\$ 825,000	\$	- \$	825,000	\$	139,403	\$	-	\$ 685,597	17%		\$	129,714	7%
Drainage Review Fee	3,000		-	3,000		-		-	3,000	0%			-	0%
Interest Income	1,800		-	1,800		(462)		-	2,262	-26%			600	-177%
Transfer In	-		-	-		-		-		0%			-	0%
Other Revenue	-		-	-		-		-		0%			-	0%
Total Revenue	\$ 829,800	\$	- \$	829,800	\$	138,941	\$	-	\$ 690,859	17%] [\$	130,314	7%
EXPENDITURES														
Personnel Services	\$ 181,914	\$	- \$	181,914	\$	19,480	\$	-	\$ 162,434	11%		\$	17,208	13%
Debt Service	217,575		-	217,575		8,486		-	209,089	4%	2		-	0%
Operating Expenditures	288,177		-	288,177		2,639	67,	.065	218,473	24%			1,341	97%
Transfers Out	107,996		-	107,996		17,999		-	89,997	17%	1		257,839	-93%
Total Expenses	\$ 795,662	\$	- \$	795,662	\$	48,605	\$ 67,	.065	\$ 679,992	15%] [\$	276,388	-82%
REVENUE OVER (UNDER) EXPENDITURES	\$ 34,138	\$	- \$	34,138	\$	90,336						\$	(146,073)	
Beginning Working Capital October 1				816,012		816,012							632,579	
Ending Working Capital Current Month			\$	850,150	\$	906,348					-	\$	486,506	

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Notes

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

Pa

PARK DEDICATION AND IMPROVEMENT FUNDS

		Original	Budget		Amended	(Current Year	Cu	irrent Year	С	urrent Remaining			Pr	rior Year	Change from
		Budget	Adjustment		Budget		YTD Actual	Enc	umbrances		Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES																
Park Dedication-Fees	\$	964,000	\$	- \$	964,000	\$	-	\$	-	\$	964,000	0%		\$	_	0%
Park Dedication - Transfers In		-		-	-		-		-		-	0%			_	0%
Park Improvements		873,000		-	873,000		-		-		873,000	0%			2,630	-100%
Contributions/Grants		200,550		-	200,550		-		-		200,550	0%			-	0%
Interest-Park Dedication		2,000		-	2,000		3,601		-		(1,601)	180%			1,840	96%
Interest-Park Improvements		4,050		-	4,050		4,643		-		(593)	115%			943	392%
Total Revenue	\$	2,043,600	\$	- \$	2,043,600	\$	8,244	\$	-	\$	2,035,356	0%		\$	5,413	52%
EXPENDITURES																
Cockrell Park Trail Connection	\$	-	\$	- \$	-	\$	-	\$	_	\$	_	0%		\$	_	0%
Park Dedication Land Acquisition	'	-	7	-	-	,	-	,	-	,	_	0%		7	_	0%
Hike & Bike Master Plan		-		_	-		-		-		_	0%			_	0%
Hays Park		-		-	-		-		-		_	0%			33,290	-100%
, Pecan Grove H&B Trail		-		-	-		-		-		-	0%			, -	0%
Pecan Grove Park		-		-	-		-		823,346		(823,346)	0%			_	0%
Windsong Neighborhood Park		100,000		-	100,000		-		-		100,000	0%			_	0%
Capital (Misc. small projects)		-		-	-		-		-		-	0%			_	0%
Total Expenses	\$	100,000	\$	- \$	100,000	\$	-	\$	823,346	\$	(723,346)	823%]	\$	33,290	-100%
REVENUE OVER (UNDER) EXPENDITURES	\$	1,943,600	\$	- \$	1,943,600	\$	8,244									
2 3.2 (3 2 2 2 3 3	Ψ.	2,3 .3,000	T	Ψ.	_,5 .5,550	~	0,211									
Beginning Fund Balance October 1					2,140,734		2,140,734								2,660,035	
Ending Fund Balance Current Month				\$	4,084,334	\$	2,148,978	-					-	\$	2,660,035	

Notes

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TIRZ #1 - BLUE STAR

		Original	Budget	_	Amended		urrent Year		rent Remaining	VTD Davaget	Nata		or Year	Change from
REVENUES		Budget	Adjustmen	τ	Budget	Y	TD Actual	ВС	udget Balance	YTD Percent	Note	YIL	Actual	Prior Year
Impact Fee Revenue:														
Water Impact Fees	ς.	_	\$	- \$	_	\$	_	\$	_	0%		Ś	_	0%
Wastewater Impact Fees	١	_	Y	- -	_	Y	23,259	Y	(23,259)	0%			_	0%
East Thoroughfare Impact Fees		200,000		_	200,000		23,233		200,000	0%			54,592	-100%
Property Taxes - Town (Current)		824,243		_	824,243		_		824,243	0%			J-1,JJ2 -	0%
Property Taxes - Town (Rollback)		-		_	-		_		-	0%			_	0%
Property Taxes - County (Current)		184,704		_	184,704		_		184,704	0%			_	0%
Sales Taxes - Town		1,024,068		_	1,024,068		153,243		870,825	15%			129,313	19%
Sales Taxes - EDC		857,656		_	857,656		128,341		729,315	15%			108,300	19%
Interest Income		6,000		_	6,000		5,014		986	84%			885	467%
Transfer In		-		_	-		-		-	0%			-	0%
Total Revenue	\$	3,096,671	\$	- \$	3,096,671	\$	309,858	\$	2,786,813	10%		\$	293,090	6%
EXPENDITURES														
Professional Services	\$	6,000	\$	- \$	6,000	\$	_	\$	6,000	0%		Ś	_	0%
Developer Rebate	, , , , , , , , , , , , , , , , , , ,	3,090,671	Ψ	-	3,090,671	Ψ	_	\$	3,090,671	0%		*	_	0%
Transfers Out		-		_	-		_	\$	-	0%			_	0%
Total Expenses	\$	3,096,671	\$	- \$	3,096,671	\$	-	\$	3,096,671	0%	<u> </u>	\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES				\$	-	\$	309,858					\$	293,090	
Beginning Fund Balance October 1					1,392,520		1,392,520						301,260	
Ending Fund Balance Current Month				\$	1,392,520	\$	1,702,378					\$	594,350	

TIRZ #2

	Original	Budget	,	Amended	Cur	rrent Year	Curre	nt Remaining			Prior	Year	Change from
	Budget	Adjustmen	t	Budget	YT	D Actual	Bud	get Balance	YTD Percent	Note	YTD A	Actual	Prior Year
REVENUES													
Property Taxes - Town (Current)	\$ 33,166	\$	- \$	33,166	\$	-	\$	33,166	0%		\$	-	0%
Property Taxes - Town (Rollback)	-		-	-		-		-	0%			-	0%
Property Taxes - County (Current)	7,432		-	7,432		-		7,432	0%			-	0%
Sales Taxes - Town	-		-	-		-		-	0%			-	0%
Sales Taxes - EDC	-		-	-		-		-	0%			-	0%
Interest Income	75		-	75		97		(22)	129%			24	297%
Total Revenue	\$ 40,673	\$	- \$	40,673	\$	97	\$	40,576	0%	_	\$	24	297%
EXPENDITURES													
Professional Services	\$ -	\$	- \$	-	\$	-		-	0%		\$	-	0%
Developer Rebate	40,673		-	40,673		-		40,673	0%			-	0%
Transfers Out	-		-	-		-		-	0%			-	0%
Total Expenditures	\$ 40,673	\$	- \$	40,673	\$	-	\$	40,673	0%]	\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES			\$	-	\$	97					\$	24	
Beginning Fund Balance October 1				24,835		24,835						25,189	
Ending Fund Balance Current Month			\$	24,835	\$	24,932	-				\$	25,213	

WATER IMPACT FEES FUND

		C	Current Year	С	urrent Year	Cı	urrent Year							Project
	Project		Original		Budget		Amended	Cı	ırrent Year	Current Year	Current Remaining	Pi	rior Years	Budget
	 Budget		Budget	P	Adjustment		Budget		Actual	Encumbrances	Budget Balance	Ex	penditure	Balance
REVENUES														
Impact Fees Water		\$	3,500,000	\$	-	\$	3,500,000	\$	367,132					
Interest Income			45,000		-		45,000		19,844					
Total Revenues		\$	3,545,000	\$	-	\$	3,545,000	\$	386,976					
EXPENDITURES														
Developer Reimbursements														
Parks at Legacy Developer Reimb	250,000		250,000		-		250,000		-	-	250,000)	-	250,000
Star Trail Developer Reimb	367,000		367,000		-		367,000		-	-	367,000)	-	367,000
Victory at Frontier Developer Reimb	42,000		42,000		-		42,000		-	-	42,000)	-	42,000
Westside Developer Reimb	-		-		-		-		-	-			-	-
TVG Windsong Developer Reimb	625,000		625,000		-		625,000		-	-	625,000)	-	625,000
Total Developer Reimbursements	\$ 1,284,000	\$	1,284,000	\$	-	\$	1,284,000	\$	-	\$ -	\$ 1,284,000) \$	- \$	1,284,000
Capital Expenditures														
12" Water Line - DNT	200,000		24,250		-		24,250		-	85,042	(60,792	2)	90,708	24,250
Lower Pressure Plane Easements	1,000,000		1,400,000		-		1,400,000		-	-	1,400,000)	-	1,000,000
Lower Pressure Plane	3,100,000		3,200,000		-		3,200,000		-	-	3,200,000)	-	3,100,000
Total Projects	\$ 4,300,000	\$	4,624,250	\$	-	\$	4,624,250	\$	-	\$ 85,042	\$ 4,539,208	\$	90,708 \$	4,124,250
Transfer to CIP Fund	_		-		-		-		_	-		_	-	
Total Transfers Out	\$ -	\$	-	\$	-	\$	-	\$	-	\$ -	\$.	- \$	- \$	-
Total Expenditures	\$ 5,584,000	\$	5,908,250	\$	-	\$	5,908,250	\$	-	\$ -		\$	90,708 \$	5,408,250
REVENUE OVER (UNDER) EXPENDITURES						\$	(2,363,250)	\$	386,976					
Beginning Fund Balance October 1							4,366,761		4,366,761					
Ending Fund Balance Current Month					-	\$	2,003,511	\$	4,753,737					

WASTEWATER IMPACT FEES FUND

		C	Current Year	Cu	ırrent Year	С	Current Year						 Project
	Project		Original		Budget		Amended	Cı	urrent Year	Current Year	Current Remaining	Prior Years	Budget
	 Budget		Budget	A	djustment		Budget		Actual	Encumbrances	Budget Balance	Expenditure	 Balance
REVENUES													
Impact Fees Wastewater		\$	1,750,000	\$	-	\$	1,750,000	\$	339,323				
Interest Income			14,625		-		14,625		10,180				
Upper Trinity Equity Fee			300,000		-		300,000		33,000				
Total Revenues		\$	2,064,625	\$	-	\$	2,064,625	\$	382,503				
EXPENDITURES													
Developer Reimbursements													
TVG Westside Utility Developer Reimb	350,000		350,000		-		350,000		-	-	350,000	-	350,000
Prosper Partners Utility Developer Reimb	100,000		100,000		-		100,000		-	-	100,000		100,000
Frontier Estates Developer Reimb	25,000		25,000		-		25,000		-	-	25,000	-	25,000
LaCima Developer Reimb	20,000		20,000		-		20,000		-	-	20,000	-	20,000
Brookhollow Developer Reimb	100,000		100,000		-		100,000		-	-	100,000	-	100,000
TVG Windsong Developer Reimb	700,000		700,000		-		700,000		-	-	700,000	-	700,000
All Storage Developer Reimb	50,000		50,000		-		50,000		-	-	50,000	-	50,000
Legacy Garden Developer Reimb	 60,000		60,000		-		60,000		-	-	60,000	-	60,000
Total Developer Reimbursements	\$ 1,405,000	\$	1,405,000	\$	-	\$	1,405,000	\$	-	\$ -	\$ 1,405,000	\$ -	\$ 1,405,000
Capital Expenditures													
Doe Branch Wastewater Lines	 475,000		212,000		-		212,000		47,000	314,400	(149,400)	48,600	(198,000)
Total Projects	\$ 475,000	\$	212,000	\$	-	\$	212,000	\$	47,000	\$ 314,400	\$ (149,400)	\$ 48,600	\$ (198,000)
Transfer to CIP Fund	-		-		-		-		-	-			
Total Transfers Out	\$ -	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,880,000	\$	1,617,000	\$	-	\$	1,617,000	\$	47,000	\$ 314,400	\$ 1,255,600	\$ 48,600	\$ 1,207,000
REVENUE OVER (UNDER) EXPENDITURES						\$	447,625	\$	335,503				
Beginning Fund Balance October 1							2,733,394		2,733,394				
Ending Fund Balance Current Month						\$	3,181,019	\$	3,068,897				

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THOROUGHFARE IMPACT FEES FUND

		(Current Year	Current Year	(Current Year						Project
	Project		Original	Budget		Amended	(Current Year	Current Year	Current Remaining	Prior Years	Budget
	 Budget		Budget	Adjustment		Budget		Actual	Encumbrances	Budget Balance	Expenditure	Balance
REVENUES		4	4 000 000	<u> </u>		1 000 000		4 407 400				
East Thoroughfare Impact Fees		\$	1,000,000	\$	- \$	1,000,000	\$	1,197,490				
East Thoroughfare Other Revenue			4 000 000	•	-	4 000 000		200.015				
West Thoroughfare Impact Fees			4,000,000	•	-	4,000,000		390,815				
West Thoroughfare Other Revenue			14.000	•	-	14.000		- 0 221				
Interest-East Thoroughfare Impact Fees			14,000		-	14,000		8,231				
Interest-West Thoroughfare Impact Fees			45,000		٠	45,000	<u> </u>	22,075	•			
Total Revenues		\$	5,059,000	\$	- \$	5,059,000	\$	1,618,611				
EXPENDITURES												
East												
FM 1461 (SH289-CR 165)	175,000		175,000		-	175,000		77,074	-	97,927	154,147	(56,221)
Coleman Median Landscape (Talon-Victory)	30,000		-		-	-		-	-	-	25,200	4,800
Coit Road (First - Frontier)	1,289,900		50,000		-	50,000		-	364,755	(314,755)	925,776	(630)
Traffic Signal - Coit & Richland	-		-		-	-		-	-	-	-	-
Transfer to Capital Project Fund	1,820,000		1,820,000		-	1,820,000		25,595	-	1,794,405		1,794,405
Total East	\$ 3,314,900	\$	2,045,000	\$.	- \$	2,045,000	\$	102,669	\$ 364,755	\$ 1,577,577	\$ 1,105,123 \$	1,742,355
West												
Teel 380 Intersection Improvements	100,000		0		-	-		358,413	1,000	(359,413)	100,985	(360,398)
Fishtrap (Elem-DNT)	6,600,000		6,600,000		-	6,600,000		-	-	6,600,000	-	6,600,000
Traffic Signal	300,000		-		-	-		-	-	-	269,492	30,508
Parks at Legacy Developer Reimb	500,000		500,000		-	500,000		-	-	500,000	-	500,000
Star Trail Developer Reimb	1,500,000		1,500,000		-	1,500,000		-	-	1,500,000	-	1,500,000
Tellus Windsong Developer Reimb	750,000		750,000		-	750,000		-	-	750,000	-	750,000
Legacy Garden Developer Reimb	200,000		200,000		-	200,000		-	-	200,000	-	200,000
Transfer to Capital Project Fund	-		-		-	-		11,582	-	(11,582)		(11,582)
Total West	\$ 9,950,000	\$	9,550,000	\$.	- \$	9,550,000	\$	369,995	\$ 1,000	\$ 9,190,587	\$ 370,477 \$	9,220,110
Total Expenditures	\$ 13,264,900	\$	11,595,000	\$.	- \$	11,595,000	\$	472,663	\$ 365,755	\$ 10,768,164	\$ 1,475,600 \$	10,962,464
REVENUE OVER (UNDER) EXPENDITURES					\$	(6,536,000)	\$	1,145,947				
Beginning Fund Balance October 1						10,678,812		10,678,812				
Ending Fund Balance Current Month					\$	4,142,812	\$	11,824,759				

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SPECIAL REVENUE FUNDS

		Original	Budget		Amended	Cı	ırrent Year	Current Year	Cu	urrent Remaining			Pri	ior Year	Change from
		Budget	Adjustment		Budget	Y	TD Actual	Encumbrances	E	Budget Balance	YTD Percent	Note	YTI	D Actual	Prior Year
Dalias Danstian Bayanya		15 500	ć	ب	15 500	ć	2.647	ć	۲	12.052	170/		¢	2.405	100/
Police Donation Revenue	\$	15,500		\$	15,500	\$	2,647	•	\$	12,853	17%		\$	2,405	10%
Fire Donation Revenue		15,500	-		15,500		2,568	-		12,932	17%			2,420	6%
Child Safety Revenue		28,000	-		28,000		2.025	-		28,000	0%			1,326	-100%
Court Security Revenue		8,000	-		8,000		2,025	-		5,975	25%			1,208	68%
Court Technology Revenue		7,650	-		7,650		1,692	-		5,958	22%			1,020	66%
Municipal Jury revenue		150	-		150		40	-		110	27%			23	71%
Interest Income		2,425	-		2,425		2,792	-		(367)	115%			813	244%
Interest Income CARES/ARPA Funds		-	-		-		23,366	-		(23,366)	0%			2,928	698%
Tree Mitigation		-	-		-		244,038	-		(244,038)	0%			-	0%
Miscellaneous		3,048,165	-		3,048,165		-	-		3,048,165	0%			-	0%
CARES Act/ARPA Funding		-	-		-		-	-		-	0%			-	0%
Transfer In		-	-		-		-			-	0%	<u> </u>		-	0%
Total Revenue	\$	3,125,390	\$ -	\$	3,125,390	\$	279,167	\$ -	\$	2,846,223	9%	. ↓	\$	12,142	2199%
EXPENDITURES															
LEOSE Expenditure	\$	17,500	\$ -	\$	17,500	\$	3,300	ς .	\$	14,200	19%		\$	_	0%
Court Technology Expense		-	-		-	Y	-	٠.			0%		Y	_	0%
Court Security Expense		15,675	_		15,675		_	_		15,675	0%			_	0%
Police Donation Expense		38,740	_		38,740		_	-		38,740	0%			_	0%
Fire Donation Expense		5,387	_		5,387		_	_		5,387	0%			_	0%
Child Safety Expense		39,761	_		39,761		_	19,985		19,776	50%			_	0%
Tree Mitigation Expense		33,701	_		33,701		_	15,505		-	0%			_	0%
Police Seizure Expense		12,995	_		12,995		_	_		-	0%			_	0%
CARES Act/ARPA Funding			_		12,555		_	_		_	0%			_	0%
Transfer Out (Tree Mitigation funds)		_	_		_		_	_		_	0%			_	0%
Total Expenses	\$	130,058		\$	130,058	\$	3,300			93,778	18%	†	\$		0%
•	<u> </u>	.,	•	•	-,	•	-,					-	•		
REVENUE OVER (UNDER) EXPENDITURES	\$	2,995,332	\$ -	\$	2,995,332	\$	275,867						\$	12,142	
Beginning Fund Balance October 1					817,219		817,219							567,535	
Ending Fund Balance Current Month				\$	3,812,551	\$	1,093,086					,	\$	579,677	

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Notes

CAPITAL PROJECTS - GENERAL

	Project Budget	Current Year Original Budget*	Current Year Budget Adjustment	Current Year Amended Budget	-	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES										
Grants		\$ -	\$	- \$	-	\$ -				
Contributions/Interlocal Revenue		-		-	-	-				
Bond Proceeds		-		_	-	-				
Interest Income		-		_	-	290,456				
Other Revenue		-		-	-	-				
Transfers In - General Fund		-		_	-	-				
Transfers In - Impact Fee Funds		-		-	-	37,177				
*Transfers In/Out - Bond Funds		-		_	-	0				
Total Revenues		\$ -	\$	- \$	-	\$ 327,633				
EXPENDITURES										
Frontier Parkway BNSF Overpass	9,143,771	\$ -		_	_	-	-	-	8,855,826	287,945
West Prosper Roads	14,168,828	· -		_	_	-	-	-	14,016,735	152,093
Traffic Signal (Coit & First)	306,300	-		_	_	-	-	-	286,799	19,501
BNSF Quiet Zone First/Fifth	145,000	-		_	-	-	4,950	(4,950)	17,146	122,904
Prosper Trail (Coit-Custer) 2 Lanes	6,422,068	-		_	_	-	-	-	4,715,110	1,706,958
Cook Lane (First-End)	20,799	-		_	_	-	-	-	-	20,799
Preston/First Turn Lane	900,000	-		_	-	-	-	-	-	900,000
First St (DNT to Coleman)	20,787,000	-		_	-	-	593,743	(593,743)	1,407,531	18,785,726
Fishtrap (Elem-DNT) 4 Lanes	30,807,000	-		_	-	114	26,870,802		873,947	3,062,137
First St (Coit-Custer) 4 Lanes	26,885,000	-		_	-	201	22,565,969	(22,566,170)	921,427	3,397,403
Fishtrap, Segment 4 (Middle-Elem)	2,944,190	-		-	-	-	-	-	1,085,647	1,858,543
Preston/Prosper Trail Turn Lane	900,000	-		-	-	-	-	-	100,000	800,000
Victory Way (Coleman-Frontier)	2,500,000	-		-	-	-	-	-	2,284,783	215,217
Craig Street (Preston-Fifth)	3,450,000	-		-	-	-	148,005	(148,005)	-	3,301,995
Prosper Trail/DNT Intersection Improvements	2,113,000	-		-	-	-	-	-	2,034,355	78,645
Fishtrap Section 1 & 4	778,900	-		-	-	-	5,000	(5,000)	727,808	46,092
Fishtrap Segment 2 (PISD reimbursement)	1,063,033	-		-	-	-	-	-	-	1,063,033
Fishtrap (Teel - Gee Road)	6,425,000	-		-	-	95	6,025,000	(6,025,095)	-	399,905
Gee Road (Fishtrap - Windsong)	4,949,000	-		-	-	-	4,169,579		-	779,421
Teel (US 380 Intersection Improvements)	1,280,000	-		-	-	8,260	-	(8,260)	-	1,271,740
Coleman (Gorgeous - Prosper Trail)	7,000,000	-		-	-	27,812	740,906		-	6,231,282
Coleman (Prosper Trail - PHS)	3,420,000	-		-	-	-	-	-	-	3,420,000
Legacy (Prairie - Fishtrap)	8,225,000	-		-	-	-	558,307	(558,307)	-	7,666,694
Teel Parkway (US 380 - Fishtrap Rd) NB 2 Lanes (Design)	900,000	-		-	-	-	135,700		-	764,300
Total Street Projects	\$ 155,533,889	\$ -	\$	- \$	-	\$ 36,482	\$ 61,817,961	\$ (61,854,443) \$	37,327,114 \$	56,352,332

CAPITAL PROJECTS - GENERAL

	Project Budget	Current Year Original Budget*	Current Year Budget Adjustment	Current Year Amended Budget			Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
				g						
Downtown Monument	455,000	-	-	-		-	-	-	207,411	247,58
Turf Irrigation SH289	68,000	-	-	-		-	-	-	48,935	19,06
US 380 Median Design (Green Ribbon)	821,250	-	-	-		-	-	-	65,800	755,45
Whitley Place H&B Trail Extension	750,000	-	-	-		-	-	-	734,209	15,79
Whitley Place H&B Trail Extension (Pwr line Esmnt)	280,000	-	-	-		-	-	-	235,202	44,7
Tanner's Mill Phase 2 Design	1,030,000	-	-	-		-	689,039	(689,039)	14,080	326,8
Lakewood Preserve, Phase 2	3,845,000	-	-	-		-	131,477	(131,477)	-	3,713,5
Pecan Grove Ph II	67,500	-	-	-		-	4,352	(4,352)	26,435	36,7
Downtown Pond Improvements	120,000	-	-	-		-	-	-	-	120,0
Sexton Park Phase I	1,200,000	-	-	-		2,500	936,986	(939,486)	-	260,5
Gee Road Trail Connection	700,000	-	-	-		-	-	-	-	700,0
Coleman Median Landscape (Victory-Preston)	650,000	-	-	_		1,400	435,147	(436,546)	-	213,4
Prosper Trail Median Landscape	275,000	-	-	_		-	149,415	(149,415)	-	125,5
Coleman Median Landscape (Talon-Victory)	454,025	_	_	_		_	-	-	_	454,0
Total Park Projects	\$ 10,715,775 \$; - <u>\$</u>	- \$	_	\$	3,900 \$	2,346,416	\$ (2,350,316) \$	1,332,072 \$	7,033,3
,		,	•		· ·	, ,	, ,	. , , , , ,	, , ,	, ,
PD Car Camera and Body worn Camera System	387,225	-	-	-		-	17,000	(17,000)	-	370,2
Station #3 Quint Engine	1,350,000	-	64,723	64,723		8,909	65,184	(9,370)	-	1,275,9
Station #3 Ambulance	460,000	-	50,701	50,701		1,200	28,550	20,951	-	430,2
Street Broom	36,900	_	-	-		-	-	-	-	36,9
Storm Siren	33,860	-	-	_		_	-	-	-	33,8
Scag Wind Storm Blower	9,300	_	_	_		_	_	_	_	9,3
Heavy Duty Trailer	18,250	_	_	_		_	_	_	_	18,2
Verti-Cutter	12,000	_	_	_		_	_	_	_	12,0
Skid Steer	81,013	_	_	_		_	_	_	_	81,0
Z-Max Spreader/Sprayer	12,000	_	_	_		_	_	_	_	12,0
Park Ops Vehicle	25,889	_	_	_		23,242	_	(23,242)	_	2,6
Bucket Truck	117,261		_	_		23,242		(23,242)	_	117,2
Awnings for Storage	19,800	_	_	<u>-</u>		<u>-</u>	300	(200)	_	
	•	-	-	-		-	300	(300)	-	19,5
Engineering Vehicle	35,998	-	-	-		-	-	-	-	35,9
Public Safety Complex FFE	4 555 645	-	-	-		-	-	(247.020)	-	4 227 0
Public Safety Complex, Phase 2-Design	1,555,615	-	610	610		12,870	204,770	(217,030)	-	1,337,9
Public Safety Complex, Phase 2-Dev Costs	670,000	-	506,702	506,702		5,976	39,842	460,884	-	624,1
Public Safety Complex, Phase 2-Construction	14,500,000	-	134	134		-	8,903,441	(8,903,307)	-	5,596,5
Public Safety Complex, Phase 2-FFE	1,274,385	-	857,854	857,854		213,404	359,608	284,842	-	701,3
Fire Engine Station 4 - FUNDS REALLOCATED	1,100,000	-	-	-		-	-	-	-	
Fire Station #4 - Design	600,000	-	-	-		50,652	285,616	(336,268)	-	263,7
Fire Station #4 - Engine	1,250,000	-	57,384	57,384		2,099	71,802	(16,517)	-	1,176,0
Fire Station #4 - Ambulance	552,000	-	104,503	104,503		1,200	404,942	(301,639)	-	145,8
Fire Station #4 - Other Costs	8,250	-	-	-		-	-	-	-	8,2
Total Facility Projects	\$ 24,109,746 \$	- \$	1,642,611 \$	1,642,611	\$	319,552 \$	10,381,056	\$ (9,057,998) \$	- \$	12,309,1
Transfer Out										
Transfer Out	- 400 250 440 c	<u> </u>	1 (42 (44)	1 (42 (44	<u> </u>	- 2E0 024 - 6	74 545 424	- د (عرور عدم ا	- 20 CEO 40C - Ć	75 604 6
Total Expenditures	\$ 190,359,410 \$	- \$	1,642,611 \$	1,642,611	<u> </u>	359,934 \$	74,545,434	\$ (73,262,757) \$	38,659,186 \$	75,694,8
/ENUE OVER (UNDER) EXPENDITURES			\$	(1,642,611)	\$	(32,301)				
ginning Fund Balance (Restricted for Capital Projects) Octol	ber 1			77,609,702		77,609,702				
				75.067.004		77 577 404				

Note:

Ending Fund Balance (Restricted for Capital Projects) Current Month

75,967,091

\$ 77,577,401

^{*}The current year original budget will show under the budget adjustment column. Budgets were created with the PO roll in December 2023.

CAPITAL PROJECTS FUND-WATER/SEWER

		Project Budget	Or	ent Year iginal dget*		urrent Year Budget djustment	(Current Year Amended Budget	(Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure		Project Budget Balance
REVENUES															
Interest Income			\$	-	\$		\$	-	\$	115,689					
Bond Proceeds				-				-		(2,918)					
Transfers In				-				-		2,877					
Transfers In - Impact Fee Funds				-				-		-					
Transfers In - Bond Funds				-				-		336,148					
Total Revenues			\$	-	\$		\$	-	\$	451,796					
EXPENDITURES															
Lower Pressure Plane Pump Station Design		24,331,100		-				-		-	16,319,768	(16,319,768)	1,148,0	13	6,863,319
Fishtrap EST (South)		6,433,700		-				-		-	-	-	6,239,5	83	194,117
Water Supply Line Phase I		13,181,703		-				-		-	-	-	12,956,8	22	224,881
Custer Rd Meter Station/Water Line Relocation		3,866,832		-				-		-	826	(826)	3,795,1	44	70,862
E-W Collector (Cook-DNT)		680,775		-				-		-	-	-	547,2	23	133,552
Doe Branch Parallel Interceptor		-		-				-		-	-	-		-	-
Fishtrap (Elem-DNT) Water Line		5,000,000		-				-		-	-	-		-	5,000,000
Water Line Relocation Frontier		-		-				-		836	398,239	(399,075)		-	(399,075)
Total Water & Wastewater Projects	\$	53,494,110	\$	-	\$		\$	-	\$	836	\$ 16,718,833	\$ (16,719,669)	\$ 24,686,7	85 \$	12,087,656
Old Town Drainage		665,000											603,1	42	61,858
Frontier Park/Preston Lakes Drainage		1,085,000		-		•		-		-	149 270	- (148,379)			
Old Town Regional Pond #2		385,000		-		•		-		-	148,379				900,111 365,315
Old Town Drainage Broadway Design & Construction		691,686		-		•		-		-	17,114	(17,114)	2,5 318,5		373,118
Total Drainage Projects	\$	2,826,686	\$	-	\$		\$	-	\$	-	\$ 165,493	\$ (165,493)			1,700,402
Transfer out								_		336,148		(336,148)	1		
Transfer out Total Expenses	Ċ	56,320,796	ć	-	\$	•	· \$		\$	336,984	\$ 16,884,325			- 77 ¢	13,788,058
Total Expenses	<u> </u>	30,320,790	Ş		Ş		· >	-	Ş	330,964	5 10,004,323	\$ (10,865,101)	۶ 25,047,5	// Ş	13,700,030
							\$	-	\$	114,812					
Beginning Fund Balance (Restricted for Capital Projects) Octo	ober 1							40,601,835		40,601,835					
Ending Fund Balance (Restricted for Capital Projects) Current	t Month						\$	40,601,835	\$	40,716,647					

Note:

^{*}The current year original budget will show under the budget adjustment column. Budgets were created with the PO roll in December 2023.





MONTHLY FINANCIAL REPORT as of December 31, 2022 Cash/ Budgetary Basis

Prepared by Finance Department

June 27, 2023

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT December 2022

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TOWN OF PROSPER REPORT TO TOWN COUNCIL FY 2023 RESULTS OF FIRST QUARTER ENDING DECEMBER 31, 2022

In compliance with the Town Charter, Town Management presents to the Council the following summary of the first quarter financial results. These results are presented on a cash/budgetary basis in which certain accruals including property taxes, sales tax, payroll, accounts payable etc. are recorded on a cash basis month by month to facilitate more timely financial reporting and then at year end are recorded for the purposes of reporting in the audited financial statements to reduce the difference between budget basis and GAAP (Generally Accepted Accounting Principles) basis.

In summary, both revenues and expenditures are occurring within the expected ranges and no unexpected events have occurred that require significant changes in original projections. With 25% of the year now complete, results for the major operations of the funds with related commentary are:

GENERAL FUND

- Revenues total \$18,488,490, or 39% of annual budget
- Property Tax Collections are 57% of annual budget
- Sales Tax Revenues are 24% of annual budget
- Franchise Fees are 14% of annual budget, an increase of 158% from the prior year.
- ➤ Building Permit Revenues are 21% of annual budget, an increase of 18% from the prior year.
- Expenditures total \$10,903,554, or 28% of annual budget

Revenues:

It is common for a disproportionate percentage of General Fund revenues to be received early in the year as our largest revenue-property taxes are due January 31st with many paying by the end of December to receive the income tax deduction in the current calendar year. Sales tax revenue is lagging budget slightly due to the loss of a major sales taxpayer that is being offset by organic growth of new businesses over time. Many franchise fees are paid on a quarterly basis which creates a lag early in the year but as noted organic growth is creating substantial growth in receipts from the prior year. Finally, Building Permits is slightly behind the 25% reference point due to the seasonality of building activity.

Expenditures

The General Fund budget includes a large amount of non-recurring items such as patrol vehicles computers, radios and other equipment for new police officer positions. These non-recurring items typically occur early in the fiscal year resulting in expenditures slightly higher than the 25% reference point.

WATER & SEWER FUND

- Revenues total \$7,643,285 which is 26% of annual budget and up 10% from prior year
- Expenditures total \$5,903,988 which is 20% of annual budget and up 25% from prior year
- Water purchases up 48% from prior year

Revenues

Due to monthly billing of utility accounts and recording of revenues monthly on a cash basis, these revenues include some of August and all of September usage which are traditionally higher use months explaining why revenues are slightly higher than the 25% reference point. It should be noted that for FY 2023, a separate Solid Waste fund has been created with solid waste related revenues and expenses being excluded from the utility fund.

Expenditures

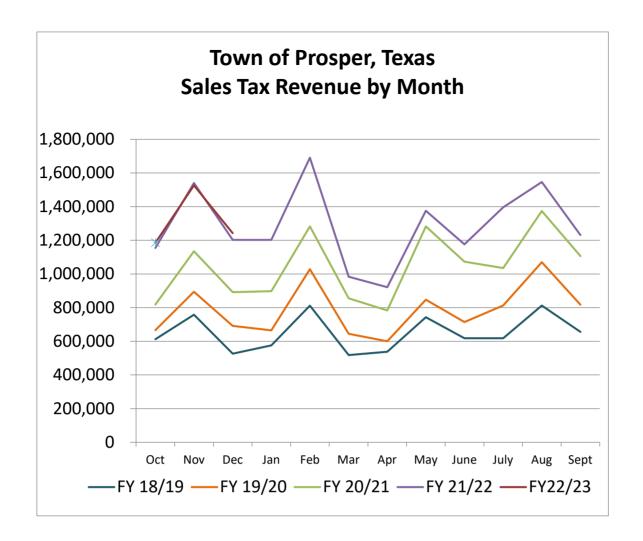
Due to the "take or pay" fee structures of regional suppliers expenditures tend to have less seasonal variation than revenues. These expenditures increased due to a 48% increase in the North Texas Municipal Water District Water Service Monthly Minimum payment, from \$596,439 to \$884,485 per month.

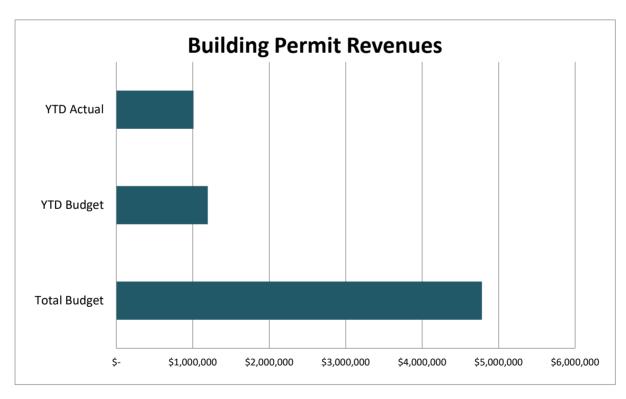
IMPACT FEE REVENUES

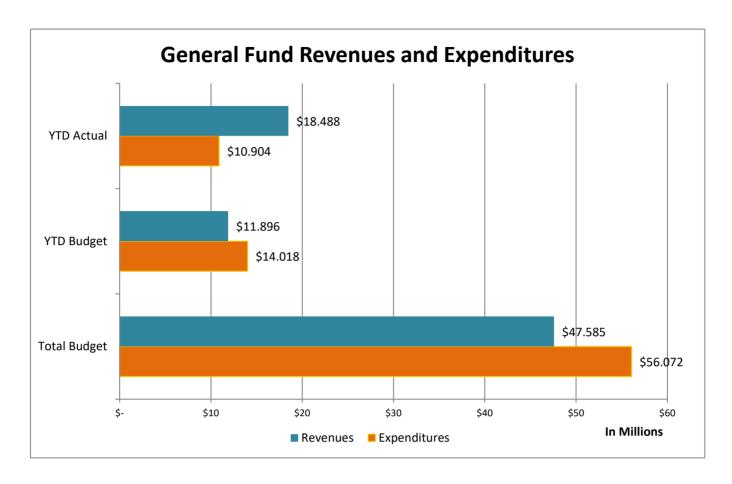
- ➤ Water Impact Fees total \$666,247 which is 19% of annual budget
- ➤ Wastewater Impact Fees total \$528,188 which is 30% of annual budget
- Street Impact Fees for East Thoroughfare Impact Fees total \$1,423,860 which is 142% of annual budget (Prosper Brookhollow Apartments Building 1 \$1,066,800)
- Street Impact Fees for West Thoroughfare Impact Fees total \$724,370 which is 18% of annual budget

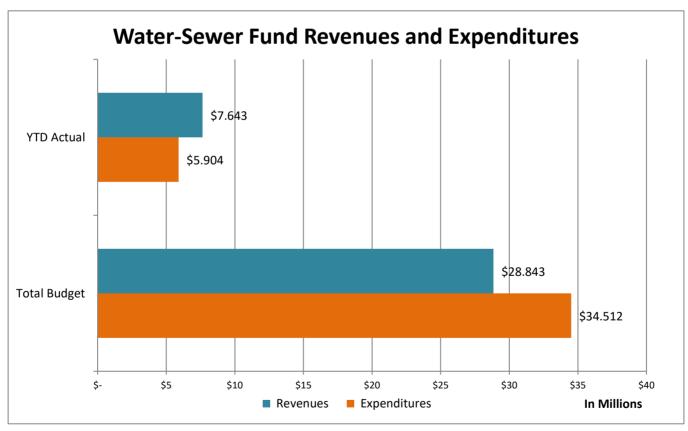
Due to their nature, impact fees can vary significantly throughout the year. Large multi-family permits are collected all at once, which resulted in the East Thoroughfare revenue increase. West Thoroughfare Impact Fees are primarily single family residential and are generated when a home builder takes out a permit for a single home. As such, they will occur more evenly throughout the year.

Mario Canizares Town Manager









GENERAL FUND

		Original		Budget	Amended	Cı	ırrent Year	Cı	urrent Year	С	Current Remaining				Prior Year	Change from
		Budget	Α	djustment	Budget	Υ	TD Actuals	End	cumbrances		Budget Balance	YTD Percent	Note	L.	YTD Actuals	Prior Year
DEVENUES																
REVENUES	ے ا	22 540 547	4		ć 22.540.547	,	12 227 062	۲.		۲.	10 102 405	F70/	_	_ ا	11 700 770	120/
Property Taxes	>	23,519,547	Ş	-	\$ 23,519,547	Ş	13,327,062	>	-	\$		57%	1	\$		13%
Sales Taxes		10,220,208		0	10,220,208		2,464,561		0		7,755,647	24%	_		2,440,792	1%
Franchise Fees		2,404,527		0	2,404,527		337,610		0		2,066,917	14%	2		131,005	158%
Building Permits		4,781,000		0	4,781,000		1,009,621		0		3,771,379	21%			855,258	18%
Other Licenses, Fees & Permits		1,552,430		80,000	1,632,430		320,049		0		1,312,381	20%			645,440	-50%
Charges for Services		1,240,961		0	1,240,961		240,507		0		1,000,454	19%			252,757	-5%
Fines & Warrants		250,425		0	250,425		92,089		0		158,336	37%			54,505	69%
Intergovernmental Revenue (Grants)		1,525,000		0	1,525,000		120,344		0		1,404,656	8%			55,452	117%
Interest Income		150,000		0	150,000		113,368		0		36,632	76%			22,213	410%
Transfers In		1,235,335		0	1,235,335		308,834		0		926,501	25%			275,129	12%
Miscellaneous		116,576		0	116,576		30,276		0		86,300	26%			51,255	-41%
Park Fees		509,300		0	509,300		124,170		0		385,130	24%			95,716	30%
Total Revenues	\$	47,505,309	\$	80,000	\$ 47,585,309	\$	18,488,490	\$	-	\$	29,096,819	39%		\$	16,668,299	11%
EXPENDITURES																
Administration	\$	9,341,007	\$	729,900	\$ 10,070,907	\$	1,860,490	\$	1,466,156	\$	6,744,261	33%		\$	1,638,603	14%
Police		6,635,120		1,111,113	7,746,233		1,504,855		835,683		5,405,695	30%			1,372,031	10%
Fire/EMS		9,990,721		35,083	10,025,804		2,258,737		439,292		7,327,776	27%			2,139,211	6%
Public Works		4,136,738		652,564	4,789,302		859,600		1,038,725		2,890,977	40%			331,198	160%
Community Services		7,174,446		113,200	7,287,646		1,305,468		430,644		5,551,535	24%			1,218,872	7%
Development Services		4,173,570		294,487	4,468,057		702,641		330,858		3,434,558	23%			782,121	-10%
Engineering		2,601,325		301,867	2,903,192		466,642		415,697		2,020,853	30%			478,590	-2%
Transfers Out		7,780,485		1,000,000	8,780,485		1,945,121		0		6,835,364	22%			2,143,780	-9%
Total Expenses	\$	51,833,412	\$	4,238,214	\$ 56,071,627	\$	10,903,554	\$	4,957,055	\$		28%		\$	10,104,406	8%
·						-							1			
REVENUE OVER (UNDER) EXPENDITURES	\$	(4,328,103)	\$	(4,158,214)	\$ (8,486,318)	\$	7,584,936									
Beginning Fund Balance October 1-Unassigned	/Unre	estricted			18,925,919		18,925,919									

Notes

Ending Fund Balance

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.

\$ 26,510,855

\$ 10,439,601

WATER-SEWER FUND

	Original		Budget	Amended	C	urrent Year	Cı	urrent Year	(Current Remaining				Prior Year	Change from
	Budget	Ad	djustment	Budget	,	YTD Actual	En	cumbrances		Budget Balance	YTD Percent	Note	١	TD Actual	Prior Year
REVENUES															
Water Charges for Services	\$ 17,557,737	\$	500,000	\$ 18,057,737	\$	4,690,442	\$	-	\$	13,367,295	26%		\$	4,321,979	9%
Sewer Charges for Services	9,462,990		200,000	9,662,990		2,551,687		-		7,111,303	26%			2,292,806	11%
Licenses, Fees & Permits	377,705		30,000	407,705		104,105		-		303,600	26%			96,376	8%
Utility Billing Penalties	186,900		-	186,900		58,340		-		128,560	31%			52,899	10%
Interest Income	60,000		-	60,000		71,678		-		(11,678)	119%			13,050	449%
Other	467,427		-	467,427		167,033		-		300,394	36%			151,345	10%
Transfer In	-		-	-		-		-		-	0			-	0%
Total Revenues	\$ 28,112,759	\$	730,000	\$ 28,842,759	\$	7,643,285	\$	-	\$	21,199,474	26%		\$	6,928,456	10%
EXPENDITURES															
Administration	\$ 1,558,936	\$	199,091	\$ 1,758,027	\$	430,643	\$	18,000		1,309,384	26%			653,276	-34%
Debt Service	4,354,465		-	4,354,465		157,665		-		4,196,800	4%	1		-	0%
Water Purchases	9,605,940		-	9,605,940		2,653,452		-		6,952,488	28%			1,789,316	48%
Public Works	15,459,250		456,678	15,915,928		2,370,530		907,576		12,637,822	21%			2,013,855	18%
Transfer Out	2,877,339		-	2,877,339		291,697		-		2,585,642	10%			250,170	17%
Total Expenses	\$ 33,855,930	\$	655,769	\$ 34,511,699	\$	5,903,988	\$	925,576	\$	27,682,135	20%		\$	4,706,616	25%
REVENUE OVER (UNDER) EXPENDITURES	\$ (5,743,171)	\$	74,231	\$ (5,668,940)	\$	1,739,297							\$	2,221,839	
Beginning Working Capital October 1				12,669,408	\$	12,669,408									
Ending Working Capital				\$ 7,000,468	\$	14,408,705									

Notes

1 Annual debt service payments are made in February and August.

WATER-SEWER FUND

	Dec-	22		Dec	-21		Growth %
	WATER		SEWER	WATER		SEWER	Change
# of Accts Residential	11,976		11,250	11,041		10,351	8.57%
# of Accts Commercial	425		381	392		348	8.92%
Consumption-Residential	75,215,770		77,323,433	87,147,250		64,812,178	0.38%
Consumption-Commercial	16,199,270		11,416,940	20,880,000		10,597,890	-12.27%
Consumption-Commercial Irrigation	9,127,540			12,556,230			-27.31%
Avg Total Res Water Consumption	6,273			7,850			-20.09%
Billed (\$) Residential	\$ 582,373	\$	696,536	\$ 632,602	\$	609,906	-7.94%
Billed (\$) Commercial	\$ 162,163	\$	107,856	\$ 199,173	\$	97,148	-18.58%
Billed (\$) Commercial Irrigation	\$ 81,426			\$ 111,384			-26.90%
Total Billed (\$)	\$ 744,535	\$	804,392	\$ 831,775	\$	707,054	0.66%

	Av	erage rainfall fo	or December is 3.33	
	Jan-22	0.08	Jan-21	0.85
	Feb-22	2.03	Feb-21	2.22
	Mar-22	2.12	Mar-21	3.03
	Apr-22	2.54	Apr-21	4.5
	May-22	3	May-21	7.77
Rainfall	Jun-22	2.64	Jun-21	2.15
	Jul-22	0.41	Jul-21	2.98
	Aug-22	10.68	Aug-21	4.82
	Sep-22	2.64	Sep-21	0.14
	Oct-22	2.97 Oct-21		2.6
	Nov-22	5.82	Nov-21	2.92
	Dec-22	3.43	Dec-21	0.76

Average Total Re	sidential Water Con	sumption by
	Month	•
	2022	2021
October	20,110	16,543
November	11,190	11,256
December	6,273	7,850
January	6,936	5,934
February	7,385	6,488
March	6,006	7,400
April	8,613	11,280
May	13,130	6,110
June	13,330	8,104
July	22,900	14,676
August	27,840	20,047
September	15,450	16,690
TOTAL (gal)	159,163	132,378

SOLID WASTE FUND

	Original	Bud	dget	/	Amended	Cu	rrent Year	Curren	t Year	Current Remaining			Prior Year	Change from
	Budget	Adjus	tment		Budget	Y	D Actual	Encumb	rances	Budget Balance	YTD Percent	Note	YTD Actual	Prior Year
REVENUES														
Sanitation Charges for Services	2,158,200		-		2,158,200		553,948		-	1,604,253	26%		433,797	28%
Interest Income	-		-		-		468		-	(468)	0%		-	0%
Transfer In	1,750,000		-		1,750,000		-		-	1,750,000	0%		ı	0%
Total Revenues	\$ 3,908,200	\$	-	\$	3,908,200	\$	554,415	\$	-	\$ 3,353,785	14%		\$ 433,797	28%
EXPENDITURES														
Administration	\$ 1,750,000	\$	-	\$	1,750,000	\$	-	\$	50,000	1,700,000	3%		-	0%
Sanitation Collection	2,158,200		-		2,158,200		361,207		-	1,796,993	17%		-	0%
Transfer Out	-		-		-		-		-	-	0%		-	0%
Total Expenses	\$ 3,908,200	\$	-	\$	3,908,200	\$	361,207	\$	50,000	\$ 3,496,993	11%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$	-	\$	-	\$	193,209						\$ 433,797	
Beginning Working Capital October 1					-	\$	-							
			_					<u>-</u>						
Ending Working Capital			_	\$		<u>\$</u>	193,209						\$ 433,797	·

Notes

DEBT SERVICE FUND

	Original	Budget		Amended	Cı	urrent Year	Current Ye	ear	Current Remainin	g		ſ	Prior Year	Change from
	Budget	Adjustment		Budget	Υ	TD Actual	Encumbrar	nces	Budget Balance	YTD Percent	Note	Υ	TD Actual	Prior Year
REVENUES														
Property Taxes-Delinquent	\$ 75,000	\$	- \$	75,000	\$	35,978	\$	-	\$ 39,02	48%		\$	3,128	1050%
Property Taxes-Current	12,605,972	-		12,605,972		7,231,901		-	5,374,0	' 1 57 %	1		6,532,474	11%
Taxes-Penalties	-	-		-		4,669		-	(4,60	69)			2,988	56%
Transfer In	-	-		-		-		-	-	0%			428,581	-100%
Interest Income	20,000	-		20,000		16,947		-	3,0!	85%			4,918	245%
Total Revenues	\$ 12,700,972	\$	- \$	12,700,972	\$	7,289,494	\$	-	\$ 5,411,4	⁷ 8 57%		\$	6,972,089	5%
EXPENDITURES														
Professional Services	\$ -	\$	- \$	-	\$	-	\$	-	\$	- 0%	h	\$	-	0%
Bond Administrative Fees	20,000		0	20,000		500		0	19,50	00 3%			600	-17%
2013 GO Refunding Bond	180,000		0	180,000		0		0	180,00				0	0%
2014 GO Bond Payment	315,000		0	315,000		0		0	315,00	00 <mark>0</mark> %			0	0%
2015 GO Bond Payment	1,309,200		0	1,309,200		0		0	1,309,20	00 <mark>0</mark> %			0	0%
2015 CO Bond Payment	465,000		0	465,000		0		0	465,00	00 0%			0	0%
2016 GO Debt Payment	0		0	0		0		0		- 0%			0	0%
2016 CO Debt Payment	80,000		0	80,000		0		0	80,00	00 0%			0	0%
2017 CO Debt Payment	85,000		0	85,000		0		0	85,00	00 0%	 		0	0%
2018 GO Debt Payment	145,000		0	145,000		0		0	145,00	00 0%			0	0%
2018 CO Debt Payment	475,000		0	475,000		0		0	475,00	00 0%			0	0%
2019 CO Debt Payment	399,806		0	399,806		0		0	399,80	0%			0	0%
2019 GO Debt Payment	160,000		0	160,000		0		0	160,00	00 0%			0	0%
2020 CO Debt Payment	255,000		0	255,000		0		0	255,00	00 0%			0	0%
2021 CO Debt Payment	245,000		0	245,000		0		0	245,00	00 0%			0	0%
2021 GO Debt Payment	1,225,000		0	1,225,000		0		0	1,225,00	00 0%			0	0%
2022 GO Debt Payment	1,890,000		0	1,890,000		0		0	1,890,00	00 0%	\vdash		0	0%
Bond Interest Expense	3,955,037		0	3,955,037		0		0	3,955,03	37 <mark>0%</mark>	_		0	0%
Total Expenditures	\$ 11,204,043	\$	- \$	11,204,043	\$	500	\$	-	\$ 11,203,54	13 0%		\$	600	-17%
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,496,929	\$	- \$	1,496,929	\$	7,288,994						\$	6,971,489	
Beginning Fund Balance October 1				683,357		683,357							2,619,367	
Ending Fund Balance Current Month			\$	2,180,286	\$	7,972,351						\$	9,590,856	

Notes

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

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original	Budget		Amended	Cu	ırrent Year	Cu	ırrent Year	Cı	urrent Remaining			Pı	rior Year	Change from
	Budget	Adjustment		Budget	Y	TD Actual	Enc	cumbrances		Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES															
Sales Tax - Town	\$ 2,741,662	\$	- \$	2,741,662	\$	652,332	\$	-	\$	2,089,330	24%		\$	643,119	1%
Interest Income	1,200	-		1,200		346		-		854	29%			172	101%
Other	-	-		-		-		-		-	0%			-	0%
Total Revenue	\$ 2,742,862	\$	- \$	2,742,862	\$	652,678	\$	-	\$	2,090,184	24%] [\$	643,291	1%
EXPENDITURES															
Personnel	\$ 2,711,865	\$	- \$	2,711,865	\$	701,389	\$	-	\$	2,010,476	26%		\$	489,534	43%
Other	1,200	-		1,200		(10,109)		-		11,309	-842%			8	-130712%
Total Expenditures	\$ 2,713,065	\$	- \$	2,713,065	\$	691,280	\$	-	\$	2,021,785	25%] [\$	489,541	41%
REVENUE OVER (UNDER) EXPENDITURES	\$ 29,797	\$	- \$	29,797	\$	(38,602)							\$	153,750	
Beginning Fund Balance October 1				453,711		453,711								302,439	
Ending Fund Balance Current Month			\$	483,508	\$	415,109							\$	456,189	

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

	Original	Budget		Amended	Cu	irrent Year	Current Year	Cu	rrent Remaining			Pr	ior Year	Change from
	Budget	Adjustment		Budget	Y	TD Actual	Encumbrances	В	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES														
Sales Tax - Town	\$ 2,710,483	\$	- \$	2,710,483	\$	651,572	\$	- \$	2,058,911	24%		\$	640,649	2%
Interest Income	600		-	600		561		-	39	94%			94	496%
Other	-		-	-		-		-	-	0%			-	0%
Total Revenue	\$ 2,711,083	\$	- \$	2,711,083	\$	652,133	\$	- \$	2,058,950	24%		\$	640,743	2%
EXPENDITURES														
Personnel	\$ 2,682,642	\$	- \$	2,682,642	\$	616,870	\$	- \$	2,065,772	23%		\$	597,173	3%
Other	2,400		-	2,400		(10,109)		-	12,509	-421%			8	-130712%
Total Expenditures	\$ 2,685,042	\$	- \$	2,685,042	\$	606,761	\$	- \$	2,078,281	23%		\$	597,180	2%
REVENUE OVER (UNDER) EXPENDITURES	\$ 26,041	\$	- \$	26,041	\$	45,372						\$	43,562	
Beginning Fund Balance October 1				457,409		457,409							203,982	
Ending Fund Balance Current Month			\$	483,450	\$	502,781						\$	247,544	

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original		Budget	Amended	Cı	urrent Year	(Current Year	Cı	urrent Remaining			Р	rior Year	Change from
	Budget	A	djustment	Budget	١	TD Actual	Eı	ncumbrances		Budget Balance	YTD Percent	Note	Υ٦	D Actual	Prior Year
REVENUES															
Grant Revenue	\$ -	\$	- \$	-	\$	-	\$	-	\$	-	0%		\$	-	0%
Other Reimbursements	150,000		-	150,000		-		-		150,000	0%			-	0%
Interest Income	25,000		-	25,000		23,993		-		1,007	96%			4,509	432%
Charges for Services	1,385,257		-	1,385,257		346,314		-		1,038,943	25%			292,549	18%
Total Revenue	\$ 1,560,257	\$	- \$	1,560,257	\$	370,307	\$	-	\$	1,189,950	24%		\$	297,059	25%
EXPENDITURES															
Vehicle Replacement	\$ 754,100	\$	46,135 \$	800,235	\$	51,045	\$	59,252	\$	689,938	14%		\$	341,082	-85%
Equipment Replacement	170,906		-	170,906		9,461		-		161,445	6%			-	0%
Technology Replacement	293,200		69,277	362,477		-		69,277		293,200	19%			118,628	-100%
Total Expenditures	\$ 1,218,206	\$	115,412 \$	1,333,618	\$	60,506	\$	128,529	\$	1,144,583	14%		\$	459,710	-87%
REVENUE OVER (UNDER) EXPENDITURES	\$ 342,051	\$	(115,412) \$	226,639	\$	309,801							\$	(162,651)	
Beginning Fund Balance October 1				3,957,862		3,957,862								3,957,862	
Ending Fund Balance Current Month			\$	4,184,501	\$	4,267,663							\$	3,795,211	

Notes

STORM DRAINAGE UTILITY FUND

	Original	В	Budget	Ame	ended	Cı	ırrent Year	Cur	rent Year	Cι	urrent Remaining			Pr	ior Year	Change from
	Budget	Adj	ustment	Bu	dget	Y	TD Actual	Encu	mbrances	-	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES																
Storm Drainage Utility Fee	\$ 825,000	\$	-	\$	825,000	\$	210,181	\$	-	\$	614,819	25%		\$	194,771	8%
Drainage Review Fee	3,000		-		3,000		-		-		3,000	0%			-	0%
Interest Income	1,800		-		1,800		(667)		-		2,467	-37%			810	-182%
Transfer In	-		-		-		-		-		-	0%			531,449	-100%
Other Revenue	-		-		-		-		-		-	0%			-	0%
Total Revenue	\$ 829,800	\$	-	\$	829,800	\$	209,513	\$	-	\$	620,287	25%		\$	727,030	-71%
EXPENDITURES																
Personnel Services	\$ 181,914	\$	-	\$	181,914	\$	40,225	\$	-	\$	141,689	22%		\$	29,641	36%
Debt Service	217,575		-		217,575		8,486		-		209,089	4%	2		-	0%
Operating Expenditures	288,177		82,706		370,883		21,432		108,990		240,461	35%			3,016	611%
Transfers Out	107,996		-		107,996		26,999		-		80,997	25%	1		313,102	-91%
Total Expenses	\$ 795,662	\$	82,706	\$	878,368	\$	97,142	\$	108,990	\$	672,236	23%		\$	345,759	-72%
REVENUE OVER (UNDER) EXPENDITURES	\$ 34,138	\$	(82,706)	\$	(48,568)	\$	112,371							\$	381,271	
Beginning Working Capital October 1			•		816,012		816,012								632,579	
Ending Working Capital Current Month			-	\$	767,444	\$	928,383						_	\$	1,013,850	

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Notes

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

Pi

PARK DEDICATION AND IMPROVEMENT FUNDS

		Original	Budget		Amended	(Current Year	Cur	rent Year	Cu	rrent Remaining			Pı	rior Year	Change from
		Budget	Adjustment		Budget		YTD Actual	Encu	ımbrances	E	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES																
Park Dedication-Fees	Ś	964,000	\$	- \$	964,000	\$	-	\$	-	\$	964,000	0%		\$	-	0%
Park Dedication - Transfers In		-		-	-		-		-	·	-	0%			-	0%
Park Improvements		873,000		_	873,000		-		-		873,000	0%			71,129	-100%
Contributions/Grants		200,550		_	200,550		-		-		200,550	0%			-	0%
Interest-Park Dedication		2,000		_	2,000		5,201		-		(3,201)	260%			2,209	135%
Interest-Park Improvements		4,050		_	4,050		6,707		-		(2,657)	166%			1,143	487%
Total Revenue	\$	2,043,600	\$	- \$	2,043,600	\$	11,909	\$	-	\$	2,031,691	1%]	\$	74,481	-84%
EXPENDITURES																
Cockrell Park Trail Connection	\$	_	\$	- \$	_	\$	_	\$	_	\$	_	0%		\$	-	0%
Park Dedication Land Acquisition	*	_	*	-	_	*	-	*	_	Ψ.	_	0%		*	-	0%
Hike & Bike Master Plan		_		_	_		_		_		_	0%			-	0%
Hays Park		_		_	_		-		_		-	0%			33,340	-100%
Pecan Grove H&B Trail		_		_	_		_		_		_	0%			-	0%
Pecan Grove Park		_	798,9	71	798,971		_		823,346		(24,375)	103%			-	0%
Windsong Neighborhood Park		100,000		_	100,000		-		-		100,000	0%			-	0%
Capital (Misc. small projects)		-		_	-		_		_			0%			-	0%
Total Expenses	\$	100,000	\$ 798,9	71 \$	898,971	\$	-	\$	823,346	\$	75,625	92%	<u> </u>	\$	33,340	-100%
REVENUE OVER (UNDER) EXPENDITURES	\$	1,943,600	\$ (798,9	71) Ś	1,144,630	\$	11,909									
, , ,	•	, -,	. (- 3/-	, ,	, ,	•	,									
Beginning Fund Balance October 1					2,140,734		2,140,734								2,660,035	
Ending Fund Balance Current Month				\$	3,285,364	\$	2,152,643						•	\$	2,660,035	

Notes

TIRZ #1 - BLUE STAR

	Original	Budget		Amended	С	urrent Year	Current Remaining			Pr	ior Year	Change from
	Budget	Adjustment		Budget	`	YTD Actual	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
REVENUES												
Impact Fee Revenue:												
Water Impact Fees	\$ -	\$	- \$	-	\$	-	\$ -	0%		\$	42,790	-100%
Wastewater Impact Fees	-		-	-		34,547	(34,547)	0%			9,030	283%
East Thoroughfare Impact Fees	200,000		-	200,000		-	200,000	0%			88,715	-100%
Property Taxes - Town (Current)	824,243		-	824,243		-	824,243	0%			-	0%
Property Taxes - Town (Rollback)	-		-	-		-	-	0%			-	0%
Property Taxes - County (Current)	184,704		-	184,704		-	184,704	0%			-	0%
Sales Taxes - Town	1,024,068		-	1,024,068		226,996	797,072	22%			191,112	19%
Sales Taxes - EDC	857,656		-	857,656		190,109	667,547	22%			160,056	19%
Interest Income	6,000		-	6,000		7,680	(1,680)	128%			1,218	531%
Transfer In	-		-	-		-	-	0%			-	0%
Total Revenue	\$ 3,096,671	\$	- \$	3,096,671	\$	459,333	\$ 2,637,338	15%		\$	492,921	-7%
EXPENDITURES												
Professional Services	\$ 6,000	\$	- \$	6,000	\$	-	\$ 6,000	0%		\$	-	0%
Developer Rebate	3,090,671		-	3,090,671		-	\$ 3,090,671	0%			-	0%
Transfers Out	-		-	-		-	\$ -	0%			-	0%
Total Expenses	\$ 3,096,671	\$	- \$	3,096,671	\$	-	\$ 3,096,671	0%		\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES			\$	-	\$	459,333				\$	492,921	
Beginning Fund Balance October 1				1,392,520		1,392,520					301,260	
Ending Fund Balance Current Month			\$	1,392,520	\$	1,851,853				\$	794,181	

TIRZ #2

	Original	Budget	A	Amended	Cu	rrent Year	Curr	ent Remaining			Prio	r Year	Change from
	Budget	Adjustment		Budget	Y	TD Actual	Bu	dget Balance	YTD Percent	Note	YTD	Actual	Prior Year
REVENUES													
Property Taxes - Town (Current)	\$ 33,166	\$	- \$	33,166	\$	-	\$	33,166	0%		\$	-	0%
Property Taxes - Town (Rollback)	-		-	-		-		-	0%			-	0%
Property Taxes - County (Current)	7,432		-	7,432		-		7,432	0%			-	0%
Sales Taxes - Town	-		-	-		-		-	0%			-	0%
Sales Taxes - EDC	-		-	-		-		-	0%			-	0%
Interest Income	75		-	75		140		(65)	186%			29	380%
Total Revenue	\$ 40,673	\$	- \$	40,673	\$	140	\$	40,533	0%		\$	29	380%
EXPENDITURES													
Professional Services	\$ -	\$	- \$	-	\$	-		-	0%		\$	-	0%
Developer Rebate	40,673		-	40,673		-		40,673	0%			-	0%
Transfers Out	-		-	-		-		-	0%			-	0%
Total Expenditures	\$ 40,673	\$	- \$	40,673	\$	-	\$	40,673	0%]	\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES			\$	-	\$	140					\$	29	
Beginning Fund Balance October 1				24,835		24,835						25,189	
Ending Fund Balance Current Month			\$	24,835	\$	24,975	-				\$	25,218	

WATER IMPACT FEES FUND

		С	urrent Year	Cu	rrent Year (Current Year						Project
	Project		Original		Budget	Amended	Cı	urrent Year	Current Year	Current Remaining	Prior Years	Budget
	 Budget		Budget	Ad	djustment	Budget		Actual	Encumbrances	Budget Balance	Expenditure	Balance
REVENUES												
Impact Fees Water		\$	3,500,000	\$	- \$	3,500,000	\$	666,247				
Interest Income			45,000		-	45,000		29,461				
Total Revenues		\$	3,545,000	\$	- \$	3,545,000	\$	695,708				
EXPENDITURES												
Developer Reimbursements												
Parks at Legacy Developer Reimb	250,000		250,000		-	250,000		-	-	250,000	-	250,000
Star Trail Developer Reimb	367,000		367,000		-	367,000		-	-	367,000	-	367,000
Victory at Frontier Developer Reimb	42,000		42,000		-	42,000		-	-	42,000	-	42,000
Westside Developer Reimb	-		-		-	-		-	-	-	-	
TVG Windsong Developer Reimb	625,000		625,000		-	625,000		-	-	625,000	-	625,000
Total Developer Reimbursements	\$ 1,284,000	\$	1,284,000	\$	- \$	1,284,000	\$	-	\$ -	\$ 1,284,000	\$ - \$	1,284,000
Capital Expenditures												
12" Water Line - DNT	200,000		24,250		85,042	109,292		2,196	82,846	24,250	90,708	109,292
Lower Pressure Plane Easements	1,000,000		1,400,000		-	1,400,000		-	-	1,400,000	-	1,000,000
Lower Pressure Plane	3,100,000		3,200,000		-	3,200,000		-	-	3,200,000	-	3,100,000
Total Projects	\$ 4,300,000	\$	4,624,250	\$	85,042 \$	4,709,292	\$	2,196	\$ 82,846	\$ 4,624,250	\$ 90,708 \$	4,209,292
Transfer to CIP Fund	-		-		-	-		-	-	-	-	
Total Transfers Out	\$ -	\$	-	\$	- \$	-	\$	-	\$ -	\$ -	\$ - \$	
Total Expenditures	\$ 5,584,000	\$	5,908,250	\$	85,042 \$	5,993,292	\$	2,196	\$ -		\$ 90,708 \$	5,493,292
REVENUE OVER (UNDER) EXPENDITURES					\$	(2,448,292)	\$	693,512				
Beginning Fund Balance October 1						4,366,761		4,366,761				
Ending Fund Balance Current Month					\$	1,918,469	\$	5,060,273				

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WASTEWATER IMPACT FEES FUND

		С	urrent Year		rrent Year	urrent Year								Project
	Project		Original		Budget	Amended	Cı	urrent Year	Current Year		ent Remaining	Prior Y		Budget
	 Budget		Budget	A	djustment	Budget		Actual	Encumbrances	Bud	dget Balance	Expend	iture	Balance
REVENUES														
Impact Fees Wastewater		\$	1,750,000	\$	-	\$ 1,750,000	\$	528,188						
Interest Income			14,625		-	14,625		14,272						
Upper Trinity Equity Fee			300,000		-	300,000		53,500						
Total Revenues		\$	2,064,625	\$	-	\$ 2,064,625	\$	595,960						
EXPENDITURES														
Developer Reimbursements														
TVG Westside Utility Developer Reimb	350,000		350,000		-	350,000		-	-		350,000		-	350,000
Prosper Partners Utility Developer Reimb	100,000		100,000		-	100,000		-	-		100,000			100,000
Frontier Estates Developer Reimb	25,000		25,000		-	25,000		-	-		25,000		-	25,000
LaCima Developer Reimb	20,000		20,000		-	20,000		-	-		20,000		-	20,000
Brookhollow Developer Reimb	100,000		100,000		-	100,000		-	-		100,000		-	100,000
TVG Windsong Developer Reimb	700,000		700,000		-	700,000		-	-		700,000		-	700,000
All Storage Developer Reimb	50,000		50,000		-	50,000		-	-		50,000		-	50,000
Legacy Garden Developer Reimb	 60,000		60,000		-	60,000		-	-		60,000		-	60,000
Total Developer Reimbursements	\$ 1,405,000	\$	1,405,000	\$	-	\$ 1,405,000	\$	-	\$ -	\$	1,405,000	\$	- \$	1,405,000
Capital Expenditures														
Doe Branch Wastewater Lines	 475,000		212,000		314,400	526,400		47,000	314,400		165,000	4	48,600	116,400
Total Projects	\$ 475,000	\$	212,000	\$	314,400	\$ 526,400	\$	47,000	\$ 314,400	\$	165,000	\$ 4	48,600 \$	116,400
Transfer to CIP Fund	-		-		-	-		-	-					
Total Transfers Out	\$ -	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	- \$	-
Total Expenditures	\$ 1,880,000	\$	1,617,000	\$	314,400	\$ 1,931,400	\$	47,000	\$ 314,400	\$	1,570,000	\$ 4	48,600 \$	1,521,400
REVENUE OVER (UNDER) EXPENDITURES						\$ 133,225	\$	548,960						
Beginning Fund Balance October 1						2,733,394		2,733,394						
Ending Fund Balance Current Month						\$ 2,866,619	\$	3,282,354						

THOROUGHFARE IMPACT FEES FUND

		(Current Year	Curr	rent Year	С	urrent Year						Pr	oject
	Project		Original	В	udget		Amended	(Current Year	Current Year	Current Remaining	Prior Years	Βu	udget
	 Budget		Budget	Adj	ustment		Budget		Actual	Encumbrances	Budget Balance	Expenditure	Ва	lance
REVENUES														
East Thoroughfare Impact Fees		\$	1,000,000	Ś	_	\$	1,000,000	\$	1,423,860					
East Thoroughfare Other Revenue		Υ	-	Ψ	_	Ψ	-	Y						
West Thoroughfare Impact Fees			4,000,000		_		4,000,000		724,370					
West Thoroughfare Other Revenue			-		_		-							
Interest-East Thoroughfare Impact Fees			14,000		_		14,000		13,553					
Interest-West Thoroughfare Impact Fees			45,000		_		45,000		30,824					
Total Revenues		\$	5,059,000	\$	-	\$	5,059,000	\$	2,192,607					
		<u> </u>		•		'	-,,		, , , , , , ,					
EXPENDITURES														
East														
FM 1461 (SH289-CR 165)	175,000		175,000		-		175,000		77,074	-	97,927	154,147		(56,221)
Coleman Median Landscape (Talon-Victory)	30,000		-		-		-		-	-	-	25,200		4,800
Coit Road (First - Frontier)	1,289,900		50,000		364,755		414,755		-	364,755	50,000	925,776		(630)
Traffic Signal - Coit & Richland	-		-		-		-		-	-	-	-		-
Transfer to Capital Project Fund	 1,820,000		1,820,000		-		1,820,000		73,990	-	1,746,010		1	1,746,010
Total East	\$ 3,314,900	\$	2,045,000	\$	364,755	\$	2,409,755	\$	151,063	\$ 364,755	\$ 1,893,937	\$ 1,105,123	\$ 1	1,693,960
West														
Teel 380 Intersection Improvements	100,000		0		1,000		1,000		358,413	1,000	(358,413)	100,985		(360,398)
Fishtrap (Elem-DNT)	6,600,000		6,600,000		-		6,600,000		-	-	6,600,000	-	ϵ	5,600,000
Traffic Signal	300,000		-		-		-		-	-	-	269,492		30,508
Parks at Legacy Developer Reimb	500,000		500,000		-		500,000		-	-	500,000	-		500,000
Star Trail Developer Reimb	1,500,000		1,500,000		-		1,500,000		-	-	1,500,000	-	1	1,500,000
Tellus Windsong Developer Reimb	750,000		750,000		-		750,000		-	-	750,000	-		750,000
Legacy Garden Developer Reimb	200,000		200,000		-		200,000		-	-	200,000	-		200,000
Transfer to Capital Project Fund	 _		-		-		-		31,025	-	(31,025)			(31,025)
Total West	\$ 9,950,000	\$	9,550,000	\$	1,000	\$	9,551,000	\$	389,438	\$ 1,000	\$ 9,191,587	\$ 370,477	\$ 9	9,220,110
Total Expenditures	\$ 13,264,900	\$	11,595,000	\$	365,755	\$	11,960,755	\$	540,501	\$ 365,755	\$ 11,085,524	\$ 1,475,600	\$ 10	0,914,069
REVENUE OVER (UNDER) EXPENDITURES						\$	(6,901,755)	\$	1,652,105					
Beginning Fund Balance October 1							10,678,812		10,678,812					
Ending Fund Balance Current Month						\$	3,777,058	\$	12,330,917					

SPECIAL REVENUE FUNDS

	Original	Budget		Amended	C	urrent Year	Current Yea	ar (Current Remaining			Pric	or Year	Change from
	Budget	Adjustment		Budget	,	TD Actual	Encumbrand	ces	Budget Balance	YTD Percent	Note	YTD	Actual	Prior Year
Police Donation Revenue	\$ 15,500	\$	- \$	15,500	\$	3,926	\$	- \$	•	25%		\$	3,861	2%
Fire Donation Revenue	15,500		-	15,500		3,857		-	11,643	25%			3,633	6%
Child Safety Revenue	28,000		-	28,000		-		-	28,000	0%			1,326	-100%
Court Security Revenue	8,000		-	8,000		2,878		-	5,122	36%			1,751	64%
Court Technology Revenue	7,650		-	7,650		2,396		-	5,254	31%			1,476	62%
Municipal Jury revenue	150		-	150		57		-	93	38%			34	68%
Interest Income	2,425		-	2,425		4,045		-	(1,620)	167%			975	315%
Interest Income CARES/ARPA Funds	-		-	-		33,754		-	(33,754)	0%			3,517	860%
Tree Mitigation	-		-	-		244,038		-	(244,038)	0%			-	0%
Miscellaneous	3,048,165		-	3,048,165		-		-	3,048,165	0%			-	0%
CARES Act/ARPA Funding	-		-	-		-		-	-	0%			-	0%
Transfer In	-		-	-		-		-	-	0%			-	0%
Total Revenue	\$ 3,125,390	\$	- \$	3,125,390	\$	294,951	\$	- \$	2,830,440	9%]	\$	16,573	1680%
EVDENDITUDES														
EXPENDITURES	47.500	•		47.500		2 222			44.200	400/		4		00/
LEOSE Expenditure	\$ 17,500	\$	- \$	17,500	\$	3,300	\$	- \$	14,200	19%		\$	-	0%
Court Technology Expense	<u>-</u>		-	<u>-</u>		-		-	<u>-</u>	0%			9,288	-100%
Court Security Expense	15,675		-	15,675		50		-	15,625	0%			-	0%
Police Donation Expense	38,740		-	38,740		-	-	812	21,928	43%			-	0%
Fire Donation Expense	5,387	5,0		10,387		-	-	234	4,153	60%			-	0%
Child Safety Expense	39,761	19,9	85	59,746		2,253	19,	985	37,508	37%			-	0%
Tree Mitigation Expense	-		-	-		-		-	-	0%			-	0%
Police Seizure Expense	12,995		-	12,995		-		-	-	0%			-	0%
CARES Act/ARPA Funding	-		-	-		-		-	-	0%			-	0%
Transfer Out (Tree Mitigation funds)	-		-	-		-		-	-	0%	1		-	0%
Total Expenses	\$ 130,058	\$ 24,9	85 \$	155,043	\$	5,603	\$ 43,	031 \$	93,414	31%]	\$	9,288	-40%
REVENUE OVER (UNDER) EXPENDITURES	\$ 2,995,332	\$ (24,9	85) \$	2,970,347	\$	289,348						\$	7,285	
Beginning Fund Balance October 1				817,219		817,219							567,535	
Ending Fund Balance Current Month			\$	3,787,566	\$	1,106,567						\$	574,820	

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Notes

CAPITAL PROJECTS - GENERAL

		Current Year	Current Year	Current Year					Project
	Project	Original	Budget	Amended	Current Year	Current Year	Current Remaining	Prior Years	Budget
	Budget	Budget	Adjustment	Budget	Actual	Encumbrances	Budget Balance	Expenditure	Balance
REVENUES									
Grants		\$ - \$	-	\$ -	\$ -				
Contributions/Interlocal Revenue		-	_	-	-				
Bond Proceeds		_	-	_	_				
Interest Income		-	-	-	407,511				
Other Revenue		-	-	-	-				
Transfers In - General Fund		-	1,000,000	1,000,000	1,945,121				
Transfers In - Impact Fee Funds		-	-	-	105,015				
*Transfers In/Out - Bond Funds		-	-	-	, -				
Total Revenues		\$ - \$	1,000,000	\$ 1,000,000	\$ 2,457,647				
EXPENDITURES									
Frontier Parkway BNSF Overpass	9,143,771	\$ -	-	-	-	-	-	8,855,826	287,945
West Prosper Roads	14,168,828	-	-	_	_	_	_	14,016,735	152,093
Traffic Signal (Coit & First)	306,300	-	-	-	-	-	_	286,799	19,501
BNSF Quiet Zone First/Fifth	145,000	-	4,950	4,950	-	4,950	_	17,146	122,904
Prosper Trail (Coit-Custer) 2 Lanes	6,422,068	-	-	-	-	, -	_	4,715,110	1,706,958
Cook Lane (First-End)	20,799	-	-	-	-	-	_	-	20,799
Preston/First Turn Lane	900,000	-	-	-	-	-	_	_	900,000
First St (DNT to Coleman)	20,787,000	-	1,584,883	1,584,883	38,133	555,743	991,007	1,407,531	18,785,593
Fishtrap (Elem-DNT) 4 Lanes	30,807,000	-	26,870,802	26,870,802	532	26,870,802		873,947	3,061,719
First St (Coit-Custer) 4 Lanes	26,885,000	-	22,840,969	22,840,969	678,266	21,889,061	• •	921,427	3,396,246
Fishtrap, Segment 4 (Middle-Elem)	2,944,190	-	-	-	-	-	-	1,085,647	1,858,543
Preston/Prosper Trail Turn Lane	900,000	-	-	-	-	-	-	100,000	800,000
Victory Way (Coleman-Frontier)	2,500,000	-	-	-	-	-	-	2,284,783	215,217
Craig Street (Preston-Fifth)	3,450,000	-	148,005	148,005	29,705	118,300	-	-	3,301,995
Prosper Trail/DNT Intersection Improvements	2,113,000	-	-	-	-	-	-	2,034,355	78,645
Fishtrap Section 1 & 4	778,900	-	5,000	5,000	5,000	-	-	727,808	46,092
Fishtrap Segment 2 (PISD reimbursement)	1,063,033	-	-	-	-	-	-	-	1,063,033
Fishtrap (Teel - Gee Road)	6,425,000	-	6,025,000	6,025,000	168,832	5,856,365	(197)	-	399,803
Gee Road (Fishtrap - Windsong)	4,949,000	-	4,169,579	4,169,579	421,969	3,747,847	(237)	-	779,184
Teel (US 380 Intersection Improvements)	1,280,000	-	200,000	200,000	9,886	-	190,115	-	1,270,115
Coleman (Gorgeous - Prosper Trail)	7,000,000	-	740,906	740,906	27,812	740,906	(27,812)	-	6,231,282
Coleman (Prosper Trail - PHS)	3,420,000	-	-	-	-	-	-	-	3,420,000
Legacy (Prairie - Fishtrap)	8,225,000	-	1,133,307	1,133,307	-	558,307	575,000	-	7,666,694
Safety Way	800,000	-	800,000	800,000	-	-	800,000	-	800,000
Gorgeous/McKinley	700,000	-	700,000	700,000	-	-	700,000	-	700,000
First Street (Coleman)	500,000	-	500,000	500,000	-	-	500,000	-	500,000
Teel Parkway (US 380 - Fishtrap Rd) NB 2 Lanes (Design)	900,000	<u>-</u>	135,700	135,700	84,150	51,550	<u>-</u>		764,300
Total Street Projects	\$ 157,533,889	\$ - \$	65,859,101	\$ 65,859,101	\$ 1,464,284	\$ 60,393,830	\$ 4,000,987	37,327,114 \$	58,348,660

CAPITAL PROJECTS - GENERAL

	Droinet	Current Year	Current Year	Current Year	Current Veer	Current Vaca	Current Demoisis	Drior Voors	Project
	Project Budget	Original Budget	Budget Adjustment	Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Budget Balance
	Duuget	buuget	Aujustinent	buuget	Actual	Liteumbrances	budget balance	Experialture	Dalatice
Downtown Monument	455,000	-	-	-	-	-	-	207,411	247,589
Turf Irrigation SH289	68,000	-	_	-	-	-	-	48,935	19,065
US 380 Median Design (Green Ribbon)	821,250	-	_	_	_	-	_	65,800	755,450
Whitley Place H&B Trail Extension	750,000	-	_	_	_	-	-	734,209	15,791
Whitley Place H&B Trail Extension (Pwr line Esmnt)	280,000	-	_	_	_	_	_	235,202	44,798
Tanner's Mill Phase 2 Design	1,030,000	_	688,651	688,651	131,274	621,986	(64,608)	14,080	262,661
Lakewood Preserve, Phase 2	3,845,000	_	-	-		131,477	(131,477)	- 1,000	3,713,523
Pecan Grove Ph II	67,500	_	4,352	4,352	_	4,352	(131,177)	26,435	36,713
Downtown Pond Improvements	120,000	_	,552		_	.,002	_	-	120,000
Sexton Park Phase I	1,200,000	_	936,986	936,986	9,669	929,817	(2,500)	_	260,514
Gee Road Trail Connection	700,000	_	-	-	-	J2J,617 -	(2,300)	- -	700,000
Coleman Median Landscape (Victory-Preston)	650,000	_	432,358	432,358	1,670	434,876	(4,188)	_	213,454
Prosper Trail Median Landscape	275,000	_	146,481	146,481	23,871	125,544	(2,934)	- -	125,585
Coleman Median Landscape (Talon-Victory)	454,025	_	140,401	140,461	23,871	123,344	(2,934)	- -	454,025
Total Park Projects	\$ 10,715,775 \$		 \$ 2,208,828 \$	2,208,828		\$ 2,248,051			6,969,167
Total Fark Projects	Ş 10,713,773 Ş		ې 2,206,626 <u>ې</u>	2,200,626	Ş 100,464	2,246,031	۶ (203,708) ۶	1,332,072 3	0,909,107
PD Car Camera and Body worn Camera System	387,225	-	17,000	17,000	-	17,000	-	-	370,225
Station #3 Quint Engine	1,350,000	-	118,273	118,273	16,141	58,756	43,376	-	1,275,103
Station #3 Ambulance	460,000	_	79,251	79,251	1,200	28,550	49,501	-	430,250
Street Broom	36,900	_	, -	-	-	-	-	-	36,900
Storm Siren	33,860	-	_	-	-	-	-	-	33,860
Scag Wind Storm Blower	9,300	_	_	_	_	-	-	-	9,300
Heavy Duty Trailer	18,250	-	_	_	_	_	_	_	18,250
Verti-Cutter	12,000	_	_	_	_	_	_	_	12,000
Skid Steer	81,013	_	_	_	_	_	_	_	81,013
Z-Max Spreader/Sprayer	12,000	_	_	_	_	_	_	_	12,000
Park Ops Vehicle	25,889	_	_	_	23,242	_	(23,242)	_	2,647
Bucket Truck	117,261	_	_	_	-	_	(23,242)	_	117,261
Awnings for Storage	19,800	_	300	300	_	300	_	_	19,500
Engineering Vehicle	35,998	_	500	300	_	500	_	- -	35,998
Public Safety Complex FFE	33,330	-	-	-	-	-	-		33,330
·	1 555 615	-	205.280	205.290	12.070	204.770	(12.260)	-	1 227 075
Public Safety Compley, Phase 2-Design	1,555,615 670,000	-	205,380	205,380	12,870	204,770	(12,260)	-	1,337,975
Public Safety Complex, Phase 2-Dev Costs		-	555,818	555,818	12,222	36,224	507,373	-	621,555
Public Safety Compley, Phase 2-Construction	14,500,000	-	8,903,575	8,903,575	2,405,311	6,498,130	134	-	5,596,559
Public Safety Complex, Phase 2-FFE	1,274,385	-	1,224,224	1,224,224	311,743	359,609	552,871	-	603,033
Fire Engine Station 4 - FUNDS REALLOCATED	1,100,000	-	205.616	205.010	-	205.616	- (E0.CE3)	-	262 722
Fire Station #4 - Design	600,000	-	285,616	285,616	50,652	285,616	(50,652)	-	263,732
Fire Station #4 - Engine	1,250,000	-	117,557	117,557	9,331	65,374	42,852	-	1,175,295
Fire Station #4 - Ambulance	552,000	-	509,445	509,445	1,200	404,942	103,303	-	145,858
Fire Station #4 - Other Costs	8,250	<u>-</u>	- - 42.046.420 d	- 12.016.420		- - 7.050.374	- 4 242 2FF ¢	-	8,250
Total Facility Projects	\$ 24,109,746 \$.	\$ 12,016,439 \$	12,016,439	\$ 2,843,912	\$ 7,959,271	\$ 1,213,255 \$	- \$	12,206,562
Transfer Out	-	-	-	-	-	-	-	-	
Total Expenditures	\$ 192,359,410 \$	- .	\$ 80,084,368 \$	80,084,368	\$ 4,474,681	\$ 70,601,153	\$ 5,008,534 \$	38,659,186 \$	77,524,390
EVENUE OVER (UNDER) EXPENDITURES			<u> </u>	(79,084,368)	\$ (2,017,033)				
			·						
eginning Fund Balance (Restricted for Capital Projects) Octob	oer 1			77,609,702	77,609,702				

Ending Fund Balance (Restricted for Capital Projects) Current Month

(1,474,666) 75,592,669

Note:

^{*}The current year original budget will show under the budget adjustment column. Budgets were created with the PO roll in December 2023.

CAPITAL PROJECTS FUND-WATER/SEWER

		Project Budget	(Current Year Original Budget*		Current Year Budget Adjustment	Current Year Amended Budget	C	urrent Year Actual	Current Year Encumbrances	Current Remainin Budget Balance	-	Prior Year Expenditure	Project Budget Balance
REVENUES														
Interest Income			\$		- \$	-	\$ -	\$	176,186					
Bond Proceeds					-	-	-		(2,918)					
Transfers In					-	-	-		9,863					
Transfers In - Impact Fee Funds					-	-	-		-					
Transfers In - Bond Funds					-	-	-		371,488					
Total Revenues			\$		- \$	-	\$ -	\$	554,619					
EXPENDITURES														
Lower Pressure Plane Pump Station Design		24,331,100			-	16,204,853	16,204,853		1,651,383	14,668,385	(114,91	15)	1,148,013	6,863,319
Fishtrap EST (South)		6,433,700			-	-	-		-	-		-	6,239,583	194,117
Water Supply Line Phase I		13,181,703			-	-	-		-	-		-	12,956,822	224,881
Custer Rd Meter Station/Water Line Relocation		3,866,832			-	826	826		826	-		-	3,795,144	70,862
E-W Collector (Cook-DNT)		680,775			-	-	-		-	-		-	547,223	133,552
Doe Branch Parallel Interceptor		-			-	-	-		-	-		-	-	-
Fishtrap (Elem-DNT) Water Line		5,000,000			-	-	-		-	-		-	-	5,000,000
Water Line Relocation Frontier		-			-	398,239	398,239		7,822	392,051	(1,63	34)	-	(399,873)
Total Water & Wastewater Projects	\$	53,494,110	\$		- \$	16,603,918	\$ 16,603,918	\$	1,660,030	\$ 15,060,436	\$ (116,54	49) \$	24,686,785 \$	12,086,858
Old Town Drains		665,000											CO2 442	C4 050
Old Town Drainage		665,000		•	-	140 270	-		-	140.270		-	603,142	61,858
Frontier Park/Preston Lakes Drainage		1,085,000		•	-	148,379	148,379		-	148,379		-	36,510	900,111
Old Town Prainage Broadway Posign & Construction		385,000		•	-	17,114	17,114		-	17,114		-	2,572	365,315
Old Town Drainage Broadway Design & Construction Total Drainage Projects	\$	691,686 2,826,686	\$		- - \$	165,493	\$ 165,493	\$		\$ 165,493	\$	- \$	318,568 960,792 \$	373,118 1,700,402
-		•				•	•	-		· · · · ·		.1		· · ·
Transfer out		-			-	-	 -		371,488	<u>-</u>	(3, 1, 10		<u> </u>	
Total Expenses	\$	56,320,796	\$		- \$	16,769,410	\$ 16,769,410	\$	2,031,518	\$ 15,225,929	\$ (116,54	49) \$	25,647,577 \$	13,787,260
							\$ (16,769,410)	\$	(1,476,900)					
Beginning Fund Balance (Restricted for Capital Projects) Octo	ber 1						40,601,835		40,601,835					
Ending Fund Balance (Restricted for Capital Projects) Current	Month	1					\$ 23,832,425	\$	39,124,935					

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Note:

^{*}The current year original budget will show under the budget adjustment column. Budgets were created with the PO roll in December 2023.

TOWN OF PROSPER REPORT TO TOWN COUNCIL FY 2023 RESULTS OF FIRST QUARTER ENDING DECEMBER 31, 2022

In compliance with the Town Charter, Town Management presents to the Council the following summary of the first quarter financial results. These results are presented on a cash/budgetary basis in which certain accruals including property taxes, sales tax, payroll, accounts payable etc. are recorded on a cash basis month by month to facilitate more timely financial reporting and then at year end are recorded for the purposes of reporting in the audited financial statements to reduce the difference between budget basis and GAAP (Generally Accepted Accounting Principles) basis.

In summary, both revenues and expenditures are occurring within the expected ranges and no unexpected events have occurred that require significant changes in original projections. With 25% of the year now complete, results for the major operations of the funds with related commentary are:

GENERAL FUND

- Revenues total \$18,488,490, or 39% of annual budget
- Property Tax Collections are 57% of annual budget
- Sales Tax Revenues are 24% of annual budget
- Franchise Fees are 14% of annual budget, an increase of 158% from the prior year.
- ➤ Building Permit Revenues are 21% of annual budget, an increase of 18% from the prior year.
- Expenditures total \$10,903,554, or 28% of annual budget

Revenues:

It is common for a disproportionate percentage of General Fund revenues to be received early in the year as our largest revenue-property taxes are due January 31st with many paying by the end of December to receive the income tax deduction in the current calendar year. Sales tax revenue is lagging budget slightly due to the loss of a major sales taxpayer that is being offset by organic growth of new businesses over time. Many franchise fees are paid on a quarterly basis which creates a lag early in the year but as noted organic growth is creating substantial growth in receipts from the prior year. Finally, Building Permits is slightly behind the 25% reference point due to the seasonality of building activity.

Expenditures

The General Fund budget includes a large amount of non-recurring items such as patrol vehicles computers, radios and other equipment for new police officer positions. These non-recurring items typically occur early in the fiscal year resulting in expenditures slightly higher than the 25% reference point.

WATER & SEWER FUND

- Revenues total \$7,643,285 which is 26% of annual budget and up 10% from prior year
- Expenditures total \$5,903,988 which is 20% of annual budget and up 25% from prior year
- ➤ Water purchases up 48% from prior year

Revenues

Due to monthly billing of utility accounts and recording of revenues monthly on a cash basis, these revenues include some of August and all of September usage which are traditionally higher use months explaining why revenues are slightly higher than the 25% reference point. It should be noted that for FY 2023, a separate Solid Waste fund has been created with solid waste related revenues and expenses being excluded from the utility fund.

Expenditures

Due to the "take or pay" fee structures of regional suppliers expenditures tend to have less seasonal variation than revenues. These expenditures increased due to a 48% increase in the North Texas Municipal Water District Water Service Monthly Minimum payment, from \$596,439 to \$884,485 per month.

IMPACT FEE REVENUES

- ➤ Water Impact Fees total \$666,247 which is 19% of annual budget
- ➤ Wastewater Impact Fees total \$528,188 which is 30% of annual budget
- ➤ Street Impact Fees for East Thoroughfare Impact Fees total \$1,423,860 which is 142% of annual budget (Prosper Brookhollow Apartments Building 1 \$1,066,800)
- Street Impact Fees for West Thoroughfare Impact Fees total \$724,370 which is 18% of annual budget

Due to their nature, impact fees can vary significantly throughout the year. Large multi-family permits are collected all at once, which resulted in the East Thoroughfare revenue increase. West Thoroughfare Impact Fees are primarily single family residential and are generated when a home builder takes out a permit for a single home. As such, they will occur more evenly throughout the year.

Mario Canizares Town Manager



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Notice of Intent to Issue Certificates of Obligation

Town Council Meeting – June 27, 2023

Agenda Item:

Consider adoption of a resolution directing publication of notice of intention to issue certificates of obligation for the purpose of funding costs associated with the construction of water and wastewater improvements. (CL)

Description of Agenda Item:

The attached resolution initiates the process of issuing certificates of obligation for the projects specified in Exhibit B.

The ordinance would allow for delegation to the Town Manager that meets the following conditions:

- Issue the certificates through a competitive or negotiated sale;
- for an amount not to exceed \$8,700.000;
- with a final maturity of August 15, 2043.

This would allow for the timing of the sale to match with favorable market conditions and to structure the debt based on certified values as they become available.

Budget Impact:

The debt service payments for the Certificates will be funded from the Water and Sewer Fund and the General Fund.

Chris Settle of McCall, Parkhurst and Horton, the Town's bond counsel, prepared the attached Resolution, and Terrence Welch of Brown & Hofmeister, L.L.P. has reviewed the resolution as to form and legality.

Legal Obligations and Review:

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

Attached Documents:

Item 6.

- 1. Resolution
- 2. Timeline (Exhibit A)
- 3. Use of Proceeds (Exhibit B)

Town Staff Recommendation:

Town staff recommends adoption of the resolution directing publication of notice of intention to issue certificates of obligation to finance the obligations associated with the aforementioned projects.

Proposed Motion:

I move to adopt a resolution directing publication of notice of intention to issue certificates of obligation to finance the obligations associated with the aforementioned projects.

Town of Prosper, TX

Certificates of Obligation, Series 2023 Issuance

Preliminary Schedule of Events (as of June 22, 2023)

		J	un-2	23		
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

		J	ul-2	:3		
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

		A	ug-2	23		
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	l .		23	24	25	26
27	28	29	30	31		

		S	ep-2	23		
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Complete By	Day	Event
27-Jun-23	Tuesday	Town Council approves publication of Notice of Intent for the Certificates. Publication will occur in the Town's paper of record.
10-Jul-23	Monday	Draft CO Official Statement distributed to the Town and Bond Counsel
12-Jul-23	Wednesday	1st publication of Notice of Intent for Certificates
17-Jul-23	Monday	HilltopSecurities receives comments on CO Official Statement
19-Jul-23	Wednesday	2nd publication of Notice of Intent for Certificates
22-Aug-23	Tuesday	Town Council consideration of Certificates of Obligation Parameter Ordinance*
23-Aug-23	Wednesday	Electronically mail CO Official Statement to potential purchasers**
28-Aug-23 or after	Monday	Earliest day for pricing of COs; Pricing Officer adopts final pricing**
26-Sep-23 or after	Tuesday	Earliest date for CO closing and delivery of funds to the Town**

^{*} Pricing must occur within 90 days of Council approval of the CO parameter ordinance.

^{**} Date is preliminary, subject to change.

EXHIBIT B

Project Name	CO Issuance
Water Projects	
DNT (PT - Frontier), Frontier (DNT - PISD Stadium): 12" WL (Easements) 2151-WA	\$2,000,000
DNT (PT - Frontier), Frontier (DNT - PISD Stadium): 12" WL (Construction) 2151-WA	\$2,500,000
Wastewater Projects	
Upper Doe Branch WW Line (Teel-PISD Stadium): (Construction) 2152-WW	\$4,025,000
TOTAL CO ISSUANCE	\$8,525,000

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS COUNTIES OF COLLIN AND DENTON TOWN OF PROSPER

We, the undersigned officers of the Town of Prosper, Texas (the "Town"), hereby certify as follows:

1. The Town Council of the Town (the "Council") convened in a regular meeting on June 27, 2023, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

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

Michelle Lewis Sirianni, Town Secretary

and all of said persons w	ere present ex	cept							, t	thus
constituting a quorum.	Whereupon, a	among	other	business,	the f	ollowing	was	transacted	ats	saic
meeting: a written										

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY:	ABSTAIN:

2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Council has approved and hereby approves the aforesaid Resolution; and the Mayor and the Town Secretary of the Town hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THIS JUNE 27, 2023.

Town Secretary	Mayor
Town of Prosper	Town of Prosper

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

THE STATE OF TEXAS COUNTIES OF COLLIN AND DENTON TOWN OF PROSPER

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town"), deems it advisable to give notice of intention to issue certificates of obligation of the Town (the "Certificates of Obligation"), as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

- **Section 1**. Attached hereto and marked **Exhibit A** is the form of Notice of Intention to Issue Certificates of Obligation of the Town (the "Notice"), the form and substance of which are hereby passed and approved.
- **Section 2**. The Town Secretary shall cause the Notice, in substantially the form attached hereto, to be published in a newspaper of general circulation in the Town, and published in the Town, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.
- **Section 3**. The Town Secretary shall cause the Notice, in substantially the form attached hereto, to be posted continuously on the Town's Internet website for at least 45 days before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.
 - **Section 4**. This Resolution shall be effective immediately upon adoption.

Exhibit A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE TOWN OF PROSPER, TEXAS

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Prosper, Texas, at its meeting to commence at 5:45 P.M. on August 22, 2023, at the Town Council Chambers in Prosper Town Hall, 250 W. First Street, Prosper, Texas, tentatively proposes to authorize the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$8,700,000, for the purpose of paying all or a portion of the Town's contractual obligations incurred in connection with (i) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the Town's waterworks and sewer system and the acquisition of land and rights-of-way therefor; (ii) constructing and improving streets, roads and parking facilities, including related drainage, signalization, landscaping, sidewalks, lighting, utility relocation and replacement, bridges, signage and streetscape improvements; and (iii) paying legal, fiscal and engineering fees in connection with such projects. The Town proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the Town as provided by law and from a pledge of the surplus revenues of the Town's waterworks and sewer system (the "System") that remain after payment of all operation and maintenance expenses thereof, and after all debt service, reserve and other requirements in connection with all revenue bonds or other obligations (now or hereafter outstanding) of the Town have been met, to the extent that such obligations are payable from all or any part of the net revenues of the System. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the Town is \$185,170,000. The current combined principal and interest required to pay all outstanding debt obligations of the Town on time and in full is \$248,980,138. The maximum principal amount of the certificates to be authorized is \$8,700,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$15,025,000. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is August 15, 2043. The above information does not exclude any outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes.

TOWN OF PROSPER, TEXAS



Public Works

To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Chuck Ewings, Assistant Town Manager

Mario Canizares, Town Manager

Re: Miscellaneous Water & Wastewater Material Purchases

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon approving the purchase of miscellaneous water and wastewater materials from Fortiline Waterworks, utilizing NCPA Contract Number 02-76; and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

In order to maintain efficient and effective repairs and installations of our water and wastewater system, staff is asking for the approval of an annual purchase amount from Fortiline Waterworks.

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

The Town of Prosper entered into interlocal participation agreements with the Texas Local Government Purchasing Cooperative (Buyboard), National Cooperative Purchasing Alliance (NCPA) and Sourcewell (formerly NJPA), respectively. Participation in the cooperative purchasing programs allow our local government to purchase goods and services through the cooperative programs, while satisfying all competitive bidding requirements.

Budget Impact:

The additional purchase of needed water and wastewater materials is \$25,000 bringing the total to \$105,000. Purchases will be funded from System Improvements, account 200-5670-50-02.

Legal Obligations and Review:

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

Attached Documents:

1. Contract

Town Staff Recommendation:

Item 7.

Town Staff recommends approving the purchase of miscellaneous water and wastewater materials from Fortiline Waterworks, utilizing NCPA Contract Number 02-76; and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase of miscellaneous water and wastewater materials from Fortiline Waterworks, utilizing NCPA Contract Number 02-76; and authorize the Town Manager to execute documents for the same.







http://www.fortiline.com



Overview

Contract Info

Due Diligence

Vendor Contact

OVERVIEW

Fortiline Waterworks is one of the largest wholesale distributors of underground water, sewer and storm utility products in the United States. Founded in 1997, Fortiline distributes more than 75,000 SKUs to a diverse base of more than 4,000 contractor, developer and municipal customers through a network of 34 branches in 12 states in the Southeast, Mid-Atlantic and Midwest. The company's vision is to be the preferred and most trusted resource for utility infrastructure product solutions and Fortiline backs that with specialty divisions and extensive inventory at locations across the country.

CONTRACT INFO

Awarded Vendor:

Fortiline Waterworks

Contract Awarded:

Underground Water, Sewer and Storm Utility Products

Contract Number:

02-76









Overview

Contract Info

Due Diligence

Vendor Contact

Contract Term:

4 year term, December 6, 2019 to November 30, 2023

*Option to renew for one (1) additional one (1) year periods.

DUE DILIGENCE

Request for Proposal:

RFP for Underground Water, Sewer and Storm Utility Products

Awarded Vendor Response:

Fortiline Waterworks' Response to RFP

Evaluation:

Bid Tab & Request for RFP List

Award Letter:

Region 14 Award Letter

Renewal Letter:

4th Year Renewal Letter

Advertisements:

USA Today Ad 1

USA Today Ad 2

NCPA Website Ad

VENDOR CONTACT







Register

Overview

Contract Info

Due Diligence

Vendor Contact

NCPA Website Ad

VENDOR CONTACT

North Carolina Region

Bruce Brumbaugh

7025 Northwinds Drive, NW

Concord, NC 28027

(864) 303-5168

Bruce.brumbaugh@fortiline.com

Texas Region

Whistle Maza

Waterworks | Municipal Sales Team

11200 Seagoville Road

Balch Springs, TX 75180

(214) 660-3662

Whistle.Maza@fortiline.com



Is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

CONTACT INFORMATION

NCPA

PO Boy 70127

Houston TX 77270

(866) 875-3299

info@ncpa.us

CONNECT WITH US

SEND EMAIL

Name

Email

Message



ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: Atmos Energy Relocation Agreement - Gee Road (Fishtrap – Windsong Retail)

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Relocation Agreement between Atmos Energy Corporation, and the Town of Prosper, Texas, related to the relocation of approximately 650-feet of 6-inch Steel Gas Pipeline Crossing Gee Road to serve the Gee Road (Fishtrap – Windsong Retail) project.

Description of Agenda Item:

During the final review of the design drawings, the Town's design consultant discovered a vertical conflict with an existing Atmos gas line crossing along Gee Road. In subsequent discussions with Atmos, design modifications were considered to try and satisfy the minimum clearance requirements between the proposed northbound lanes pavement and the existing gas line. A redesign of the roadway to provide the required 5' clearance, increased the elevation of the roadway significantly, which created site visibility issues with crossing traffic at Acacia Parkway that would result in safety issues for the traveling public. It also resulted in a significant increased cost due to construction of retaining walls adjacent to the road and extension of the proposed roadway further south of the Acacia Parkway intersection to begin the necessary transition to elevate the roadway over the gas line.

Due to the safety concerns and costs associated with elevating the northbound lanes of Gee Road, the best decision is to lower the gas line to achieve the required minimum clearance. Since the existing gas line is a high-pressure transmission line, the relocation will need to occur before the upcoming winter, to avoid being offline during the peak demand period when there are colder temperatures. While franchise utility companies are typically required to relocate their utilities in Town rights-of-way at no cost to the Town, this gas line is located within an easement dating back to 1916, prior to any record of Gee Road, therefore, the Town is responsible for the cost of the relocation.

In anticipation of the gas line lowering being completed sometime before November 2023, the paving contractor for Gee Road has completed the paving of the northbound lanes up to and beyond the gas line conflict and will pour the missing segment of pavement where the gas line is located once the relocation is completed.

Item 8.

Page 102

Budget Impact:

The cost estimate provided in the Relocation Agreement is \$866,140.61. The construction budget for the Gee Road (Fishtrap – Windsong Retail) and Fishtrap (Gee – Teel) project is \$10,723,793, and the current construction contract is \$10,194,579.20. Of the remaining unallocated budget of \$529,213.80, it is recommended that \$500,000, be allocated to the relocation costs from Account No. 750-6610-10-00-2011-ST, to leave a little contingency (\$29,213.80) in the roadway project budget. The funding of the remaining \$366,140.61 needed for the relocation costs to be allocated from project budget savings from the Prosper Trail – Coit Rd to Custer Rd 2-Lanes project in Account No. 750-6610-10-00-2008-ST. That project had a construction budget of \$6,422,068 and the final construction cost was \$5,606,782.59.

Legal Obligations and Review:

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

Attached Documents:

- 1. Relocation Agreement
- 2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Relocation Agreement between Atmos Energy Corporation, and the Town of Prosper, Texas, related to the relocation of approximately 650-feet of 6-inch Steel Gas Pipeline Crossing Gee Road to serve the Gee Road (Fishtrap – Windsong Retail) project.

Proposed Motion:

I move to authorize the Town Manager to execute a Relocation Agreement between Atmos Energy Corporation, and the Town of Prosper, Texas, related to the relocation of approximately 650-feet of 6-inch Steel Gas Pipeline Crossing Gee Road to serve the Gee Road (Fishtrap – Windsong Retail) project.

Page 2 of 2

RELOCATION AGREEMENT - D9-2 Gee RD. Crossing

At	tmos Ene	rgy C	Corporati	on, ("Co	mpany	y") and						("Ap	plicant"),
whose	address	is							,	for	good	and	valuable
conside	eration, th	ie rec	eipt and	sufficien	cy of	which	is hereb	y ack	nowle	dged,	agree	as fol	lows:

- 1. The company shall abandon 650 linear feet of Company's Line D 9-2 6-inch Steel High Pressure Gas Pipeline Crossing Gee Road and relocate approximately 650 linear feet of 6" Steel Gas Pipeline in Prosper, Texas (the "Project"). A description of the relocation is shown on Exhibit "A," attached and made a part hereof.
- 2. Upon execution of this Agreement, Applicant shall deposit with Company \$866,140.61, which is equal to the preliminary estimate for the Project. Within 90 days after the completion of the Project, Company will forward a statement to Applicant setting forth the total of the actual costs incurred by Company for the Project. If said actual costs are in excess of said preliminary estimate, Applicant shall, within fifteen (15) days after receipt of such statement, reimburse Company for all such additional costs. If the statement establishes that the actual costs for the Project are less than the preliminary estimate, Company shall, together with the statement, refund to Applicant the difference between the actual costs for the Project and the preliminary estimate.
- 3. If easements are required, Applicant will provide Company two executed and notarized originals of the easement. Applicant will provide easement exhibits in the form of a certified (Texas Registered Professional Land Surveyor) plat and metes/bounds description of the new easement. In addition, Applicant agrees to provide Company necessary temporary access and construction easements to allow Company to design and construct the Project.
- 4. Company's obligation to undertake the Project is subject to applicable laws, rules, and regulations of governmental authorities and to any delay occasioned by force majeure or events or conditions of whatever nature, which are reasonably beyond Company's control. Applicant understands that Company will not be obligated or required to undertake the Project prior to the construction of projects covered by contracts and authorizations that were entered into by Company prior to the date of execution of this Agreement by Company (the "Effective Date"), the construction of projects required to be constructed by the provisions of Company's franchise, or construction or repair required to maintain existing service.
- 5. Applicant shall be responsible for any landscape restoration work required after Company has completed the Project, unless otherwise specifically stated in the Project scope. Applicant agrees to hold Company harmless from any and all claims, demands, or judgments by other parties as a result of such restoration.
- 6. Title to the Project, including appurtenances, connections thereto, and extensions thereof, and including the right to use, operate, and maintain the same, will forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.

- 7. Applicant shall be responsible for any additional costs incurred by Company because of Applicant's failure to perform any of the obligations required of Applicant under this Agreement.
- 8. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS.
- 9. In no event shall any Party be liable to any other Party or any third party for any incidental, special, indirect, consequential, punitive, or exemplary damages that might occur as a result of, relating to, or arising out of the Party's obligations under this Relocation Agreement.
- 10. This Agreement constitutes the final expression of agreement between the parties and parole, or extrinsic evidence is inadmissible to explain, vary, or contradict the express terms of this Agreement.

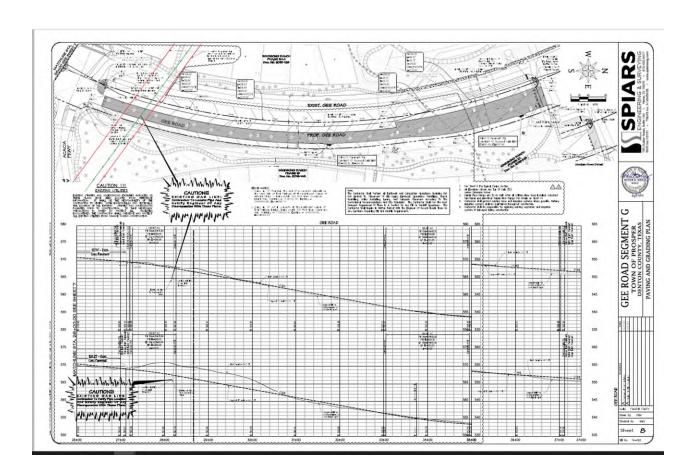
If the foregoing terms are acceptable to Applicant, please indicate by signing two (2) copies of this Relocation Agreement in the spaces provided below and return both to this office for execution by Atmos Energy. It is understood and agreed that this Relocation Agreement is conditioned on the approval of Atmos Energy's management as evidenced by Atmos Energy's execution in the space provided below. Following Atmos Energy's execution, one (1) fully executed original of this Letter Agreement shall be returned for your file.

Town of Prosper	Atmos Energy Corporation
By:	Ву:
Printed Name:	Printed Name: Marc Rothbauer
Title:	Title: <u>Director of Engineering</u>
Date:	Date:

Relocation Agreement

Exhibit "A"

Proposed Relocation of Atmos 6-inch D 9-2 Gas Pipeline Crossing Gee Road for the Proposed installation of 650-feet Steel Pipeline and abandon 650-feet of existing 6-inch 500 psig MAOP Steel Pipeline to clear conflict with Road Expansion and Utility Pipeline Interference in Prosper, Denton County, Texas



Item 8.

Exhibit "B"

EASEMENTS if required

<u> </u>	Project Estimate	Na a alu	
Project Name: Project Location:	D9-2 Gee RD. (
Project Specialist/Engineer:	David Shu	ıng	
Construction Analyst:	Marty Kir		
Project Description: Installation o	f approx. 650 feet of 6" steel pipeline I	by bore method. REVISON 1	
			<u>`</u>
Matarial	_		
Material:	AC Mitiration Material	DO/ENO	\$285,756.0
	AC Mitigation Material Actuated Valves	PS/ENG PS/ENG	\$0.0 \$0.0
	Fttings	PS/ENG	\$0.0
	Measurement Odorizer	PS/ENG PS/ENG	\$0.00 \$0.00
	Pipe	PS/ENG	\$224,756.0
	Regulator/Relief TDW Fittings	PS/ENG	\$0.0
	Telemetry	PS/ENG PS/ENG	\$61,000.0 \$0.0
	Test Stations / Magnets Valves	PS/ENG PS/ENG	\$0.0
	Storage Fee	PS/ENG PS/ENG	\$0.00 \$0.00
	Misc.	PS/ENG	\$0.0
Company Labor:	+		\$11,295.0
	Eng/PS	PS/ENG	\$11,295.00
	Environmental FCC	PS/ENG PS/ENG	\$0.00 \$0.00
	Operations	PS/ENG	\$0.00
	MIC ROW	PS/ENG PS/ENG	\$0.00 \$0.00
Occidental Francisco estimator total	ROW	P3/ENG	\$0.00
Contract Engineering Labor:	T		\$11,000.00
	SUE AC Mitigation - Consulting	PS/ENG PS/ENG	\$0.00 \$0.00
	Construction Survey	PS/ENG	\$11,000.00
	Construction Permitting Contract Electrical Construction	PS/ENG PS/ENG	\$0.00 \$0.00
	Contract Electrical Engineering	PS/ENG	\$0.00
	Contract Engineering	PS/ENG	\$0.00
	Contract Engineering Design ILI Baseline	PS/ENG PS/ENG	\$0.00 \$0.00
	Potholing	PS/ENG	\$0.00
	Engineer Survey	PS/ENG	\$0.00
Construction Contractor Labor:	<u>+</u>		\$297,500.00
	Carbon Filter Crossbore	CA CA	\$0.00 \$7,500.00
	Environmental Restoration	CA	\$0.00
	Fencing/Gates Flowable	CA CA	\$0.00 \$0.00
	Painting	CA	\$0.00
	Paving	CA	\$10,000.00
	Pipe Contractor Plumbing	CA CA	\$280,000.00 \$0.00
	Rock/gravel	CA	\$0.00
	Security Shop Fabrication	CA CA	\$0.00 \$0.00
	<u> </u>		
Inspection: Distribution:	Rate: Days: \$715.00 0	CA	\$0.00
Pipeline:	\$850.00	CA	\$21,250.00
X Ray: Per Day:	Rate: Days: \$1,525.00	CA	\$12,200.00
Environmental Study/Permitting:	\$1,323.00	CA/ENV	\$12,200.00
Environmental Inspection:	Rate: Days:	CA/FNIV	\$4,000.00
Per Day: Tapping and Plugging Services:	\$1,000.00 4	CA/ENV CA/ENG/TDW	\$4,000.00 \$0.00
Flaring:	Rate: Days:		
Per Day	\$3,000.00	Minimum <u>CA</u> Days	\$9,000.00
ROW Agent:	Rate: Days:	•	
Per Day	<u>\$520.00</u> 0	<u>CA/ROW</u>	\$0.00
ROW Clearing:	Rate: Feet:		
Heavy	\$1.80 0	CA/ROW	\$0.00
Medium Light	\$1.30 \$0.80 0	CA/ROW CA/ROW	\$0.00 \$0.00
_	Rate: Miles:		
Mowing:	<u>\$550.00</u> <u>0</u>	CA/ROW_	\$0.00
Land Cost:	+		40.00
	Permitting	<u>CA/ROW</u>	\$0.00 \$0.00
	Damages	CA/ROW	\$0.00
	Legal Costs Easement Acquisition (Lease)	<u>CA/ROW</u> <u>CA/ROW</u>	\$0.00 \$0.00
	Easement Acquisition (En Fee)	<u>CA/ROW</u> <u>CA/ROW</u>	\$0.00
		Total Direct:	\$652,001.00
		Indirect Overheads: Indirect RHUTTs:	\$120,620.19 \$8,953.09
			•
		Total Direct & Indirect: Income Tax Adjustment:	\$781,574.28 \$84,566.34
		Total Reimbursable:	\$866,140.61

- 1. The Cost does NOT include any potential Right-of-Way costs, such as Temporary Construction Easements, that might be required.
- 2. The Flare Service is required during the pipeline blow down process.

Materials	PS/Eng	CA	CA/ROW
AC Mitigation Material	Х		
Actuated Valves	Х		
Flowable		Χ	
Measurement	X		
Odorizer	X		
Regulator/Relief	X		
TDW Stoppling/Hot Tapping	X		
Telemetry	X		
Test Stations / Magnets	X		
Fttings	X		
Pipe	X		
Valves	X		
Misc.	X		
TDW Fittings	Х		
Storage Fee	X		

Company Labor

Sompariy Edisor		
Eng/PS Environmental	X	
Environmental	X	
FCC Operations	X	
Operations	Х	
MIC	Х	
ROW	Х	

Contract Labor

SUE	Х		
AC Mitigation - Consulting	Х		
Carbon Filter		X	
Contract Electrical Construction	X		
Contract Electrical Engineering	X		
Contract Engineering	Х		
Contract Engineering Design	Х		
Crossbore		X	
Environmental		X	
Environmental Restoration		Х	
Fencing		Х	
Flare		Х	
ILI Baseline	Х		
Inspection		X	
Painting		Х	
Paving		Х	
Pipe Contractor		X	
Plumbing		X	
Potholing	X		
Rock		X	
ROW Agent		X	
ROW Clearing		X	
Security		X	
Shop Fabrication		X	
Engineer Survey	Х		
Tax	Х		

TDW Stoppling/Hot Tapping		Χ	
Xray		Х	
Construction Survey	Х		
Construction Permitting	Х		

Land Cost

Permitting	X		
Damages		X	
Legal Costs		X	
Easement Acquisition (Lease)		X	
Easement Acquisition (En Fee)			X

Construction Contractor Labor:

Carbon Filter	X
Crossbore	x
Environmental	X
Environmental Restoration	X
Fencing/Gates	X
Painting	X
Paving	X
Pipe Contractor	X
Plumbing	X
Rock/gravel	X
Security	X
Shop Fabrication	x
Flowable	X



LOCATION MAP

Gee Road: First Street to Windsong Retail





ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: Professional Engineering Services Agreement: Gee Road (US 380 – FM 1385)

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Gee Road (US 380 – FM 1385) project.

Description of Agenda Item:

The services associated with this agreement are for the design of Gee Road from US 380 to FM 1385. This project includes the design of approximately 3,700 linear feet of the 5th and 6th lanes (interior lanes) along Gee Road from US 380 to First Street, and the design of approximately 3,100 linear feet of 3 westbound lanes and 1 eastbound lane from First Street to Gray Wolf Drive. The design improvements generally include paving, drainage, an approximately 300 linear foot bridge (3 lanes) over Doe Branch, another approximately 700 linear foot bridge (3 lanes) over Doe Branch Tributary, relocation of approximately 1,500 linear feet of existing Elm Ridge WCID 18-inch water line, and approximately 1,800 linear feet of asphalt pavement transition from Gray Wolf Drive to the current FM 1385 intersection. The project also includes design of a 10-foot hike and bike trail, median landscaping and irrigation, survey, geotechnical services, and environmental services.

The proposed asphalt pavement transition from Gray Wolf Drive to FM 1385 will be removed and replaced with concrete pavement when the Texas Department of Transportation (TxDOT) constructs the FM 1385 widening project, estimated to start construction in Summer 2026. At that time, the current intersection of FM 1385 and Gee Road will be realigned as shown on the attached exhibit, which is in accordance with the Town's Thoroughfare Plan, and TxDOT will construct the ultimate six lanes of Gee Road from the new intersection of FM 1385 to Gray Wolf Drive.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Kimley-Horn and Associates, Inc., is included on the approved list and has successfully completed the design of roadway improvement projects for the Town.

Item 9.

Budget Impact:

The cost for the design is \$1,655,000. This project was approved in the November 2022 Denton County Transportation Road Improvement Program (TRIP 22) Bond Election. Denton County has agreed to provide an initial \$1,700,000 towards the project based on current available funding per the Interlocal Cooperation Agreement between Denton County and the Town. The Interlocal Cooperation Agreement is included as a separate agenda item on the June 27, 2023, Town Council meeting for approval. The funds will be placed in Account No. 750-5410-10-00-2310-ST.

Per the Interlocal Cooperation Agreement, the estimated total cost for the project is \$20,459,225, and the initial contribution of \$1,700,000 from Denton County and future contribution up to a total of \$3,600,000, is intended to serve as the local match for potential regional funding opportunities. Due to the regional significance of Gee Road between US 380 and FM 1385, Denton County intends to partner with the Town to seek out the regional funding opportunities needed to achieve the timely completion of the project.

Legal Obligations and Review:

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

Attached Documents:

- 1. Professional Engineering Services Agreement
- 2. Location Map
- 3. FM 1385 at Gee Road Schematic

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Gee Road (US 380 – FM 1385) project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Gee Road (US 380 – FM 1385) project.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE GEE ROAD (US 380 - FM 1385) PROJECT (2310-ST)

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

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the Gee Road (US 380 – FM 1385) (2310-ST), hereinafter called "Project";

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

- 1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
- 2. Services to be Performed by Consultant. The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
- 3. Prompt Performance by Consultant. Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
- 4. Compensation of Consultant. Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of <u>One Million Six Hundred Fifty-Five Thousand and 00/100 Dollars (\$1,655,000.00)</u> for the Project as set forth and described in <u>Exhibit B Compensation Schedule</u> and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

- 5. Town's Obligations. Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.
- 6. Ownership and Reuse of Documents. Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.
- 7. Town Objection to Personnel. If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.
- 8. Insurance. Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in Exhibit C Insurance Requirements and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.
- 9. Indemnification. CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

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

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

Kimley-Horn and Associates, Inc. L. Nathan Ante, P.E., Sr. Vice Pres. 2201 W. Royal Lane, Suite 275 Irving, TX 75063 Nathan.Ante@kimley-horn.com

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

MCanizares@prospertx.gov

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

- 12. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.
- 13. Assignment and Delegation. Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.
- 14. Texas Law to Apply; Successors; Construction. This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.
- 15. Conflict of Interest. Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in Exhibit D Conflict of Interest Affidavit and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

- 16. Venue. The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.
- 17. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
- 18. Prevailing Party. In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled

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

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

duplica			inderstood this Agreement, have executed such in force as an original, on the day of	
		TOWN	OF PROSPER, TEXAS	
Ву:	L. Makhan Anto Signature	Ву:	Signature	
	L. Nathan Ante, P.E. Printed Name		Mario Canizares Printed Name	
	Senior Vice President Title		Town Manager Title	
	<u>June 21, 2023</u> Date		Date	

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE GEE ROAD (US 380 - FM 1385) PROJECT (2310-ST)

I. PROJECT DESCRIPTION

This project includes the design of approximately 3,700 linear feet of the 5th and 6th inside lanes along Gee Road from US 380 to First Street, and the design of approximately 3,100 linear feet of 3 Westbound lanes and 1 Eastbound lane from First Street to Gray Wolf Drive. The design improvements generally include paving, drainage, approximately 300 linear foot bridge (3 lanes) over Doe Branch drainage crossing, approximately 700 linear foot bridge (3 lanes) over Doe Branch Tributary 6 drainage crossing, approximately 1,500 linear foot of existing Artesia (Elm Ridge WCID) 18" water line, and approximately 1,800 linear feet of additional asphalt pavement from Gray Wolf Drive to FM 1385.

The project also includes a 10-foot hike and bike trail, median landscaping and irrigation, survey, geotechnical services, and environmental services.

The project also generally includes hydraulic analysis coordination, TxDOT coordination, franchise utility coordination, level 'A' and 'B' SUE, right-of-way and easement documents, bid phase services, construction phase services, and record drawings.

II. TASK SUMMARY

Task 1 – Survey

- 1.1. Data Collection and Property Research
 - 1.1.1 Gather existing plat information
 - 1.1.2 Collect property owner and record information
 - 1.1.3 Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e., plats, courthouse filings, etc.). Undocumented easements may not be identified. Title research may be performed as an additional service and fee only upon written Town authorization.
 - 1.1.4 Coordinate with Town and Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey. Existing franchise and public utility map to be provided as a part of Task 3.
- 1.2. Design Survey (Subconsultant)
 - 1.2.1 The survey limits include the following:
 - Gee Road alignment from US 380 to First Street, 80 feet wide, 3rd/4th lanes and median only.
 - Gee Road alignment from First Street to Gray Wolf Drive, 320 feet wide, 160 feet each side of the centerline.
 - Doe Branch and Doe Branch Tributary 6 drainage crossings. 500 feet wide, 250 feet each side of tributary centerlines, 500 feet north and south of Doe Branch and Doe Branch Tributary 6 centerline. Including grade breaks, top of bank, inverts of swales and channels.

- Gee Road / First Street intersection. 150 feet wide along First Street, 75 feet each side of centerline. 100 feet east of the Gee Road intersection.
- Gee Road / US 380 intersection. 290 feet wide along US 380, 145 feet each side of centerline, 100 feet east and west of the Gee Road / US 380 intersection. And 170 feet wide along FM 432, 85 feet each side of centerline, 100 feet south of the Gee Road / US 380 intersection.
- Gee Road alignment from Gray Wolf Drive to FM 1385, 80 feet wide, north side of the centerline. Perform field survey ground control.
- 1.2.2 Establish a vertical control benchmark circuit as needed throughout the project. Town to provide established monument information for the area. Vertical control benchmarks will be established for use during construction.
- 1.2.3 Establish horizontal control points, which will be based on NAD-83. Locate pertinent objects and above ground features within the survey limits, typically including:
 - Roadway pavement and driveways (including pavement type)
 - Drainage structures (i.e., culverts, ditches, inlets, manholes, and outfalls)
 - Utilities (signs or markers showing the presence of underground utilities, valves, manholes, flowlines, meters, backflow preventers, vents, poles, and guy wires)
 - Large (6-inch diameter and up), significant trees (identify species and caliper), and smaller trees and other plantings located within maintained landscapes
 - Fences (including material type) and gates
 - Sidewalks
 - Signs (roadway and private)
 - Right-of-Way monumentation
 - Creek Bank Elevations
 - Creek Flowline
- 1.2.4 Process survey data to create plan view base map of existing features. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as boundary and property information, an ASCII coordinate file of the points located in the field.
- 1.2.5 Project site visit to verify survey data.

Task 2 – Geotechnical Services (Subconsultant)

- 2.1. Subsurface Exploration
 - 2.1.1 Along the roadway alignment from Gray Wolf Drive to First Street, drill and extrude twelve (12) sample borings to depths of 20 feet below existing grade using truck mounted equipment. At the bridge crossing, drill and extrude six (6) sample borings for the bridge to depths of 75 feet below existing grade using truck mounted equipment. Additional depths or borings, if necessary, will be provide as Additional Services only upon written Town authorization.
 - Check samples for consistency with a hand penetrometer
 - Stake the boring locations using normal taping procedures (location and elevation to be surveyed)
 - Backfill bore holes and plug at the surface
 - Provide continuous sampling (with field strength testing)
 - Rock if encountered, will be evaluated for hardness by TxDOT cone penetrating field testing
- 2.2. Laboratory Services

2.2.1 Testing

- Moisture contents to determine profile of moisture variations
- Atterberg limits and sieve analysis for classification of soils
- Unconfined compression tests to evaluate soil strengths
- Swell test to determine swell potential and subgrade treatment requirements
- Lime Stabilization Series to determine percent lime and/or cement required for subgrade stabilization (evaluation and recommendation will be provided for both widening conditions and new pavement conditions).
- Sulfate test
- Standard proctor
- Resilient modulus

2.3. Engineering Analysis

- 2.3.1 Prepare an engineering report presenting the following:
 - Sample boring location map
 - General soil and ground-water conditions
 - Examine samples for visible evidence of sulfates and discuss in the reports
 - Recommendations for appropriate subgrade treatment, stabilization type, and concentration
 - Recommend pavement section
 - Earthwork recommendations, including compaction criteria for any given fill placed
 - Slope stability analysis for any given fill placed over 8 ft in height
 - Recommendations for bridge and abutment foundation type, depth, and allowable loading in accordance with TxDOT design standards.
- 2.3.2 The geotechnical engineer's design recommendations shall be relied upon by the Consultant for pavement and bridge design
- 2.3.3 Submit (1) copy of the copy of the report to the Town

Task 3 – Conceptual Design (30%)

- 3.1. Project Management and Administration
 - 3.1.1 Up to one (1) meeting with Town staff and stakeholders
 - 3.1.2 Up to one (1) project site visit
 - 3.1.3 Develop QC plan
 - 3.1.4 Develop project production plan
 - 3.1.5 Develop project schedule and interim milestones
 - 3.1.6 Project correspondence and invoicing
- 3.2. Data Collection
 - 3.2.1 Consultant will rely on the Town to provide Town Design Criteria (paving, drainage, utilities, streetscape), Standard Details, Ordinances, and Master Plan documents applicable to the project
 - 3.2.2 Town to provide Town record drawings and all proposed Gee Road reconstruction drawings to supplement data collection and survey acquired under Task 1.
- 3.3. Roadway Design
 - 3.3.1 Establish roadway centerline per Town record drawings of proposed Gee Road reconstruction. Anticipate alignment to match record drawings. No design iteration is anticipated for this Task. Any modification requested by Town will be addressed as a part of Task 4.

- 3.3.2 Establish typical sections, anticipated:
 - Major Thoroughfare '6LD' approximately 3,700 linear feet of Gee Road from US 380 to First Street
 - Two (2) 12-foot travel lanes (5th and 6th lane buildout)
 - Major Thoroughfare '6LD' approximately 3,100 linear feet of Gee Road from First Street to Gray Wolf Drive.
 - Three (3) 12-foot travel lanes Westbound, one (1) 12-foot travel lane Eastbound
 - 10-foot hike and bike trail Eastbound parkway
 - 6-foot sidewalk Westbound parkway
 - Reconfigure intersections of Gee Road and US 380, and Gee Road and First Street.
 - Establish sidewalk/trail widths and locations.
 - Establish profile of the roadway per Town record drawings of proposed Gee Road reconstruction. Anticipate profile to match record drawings. No design iteration is anticipated for this Task. Any modification requested by Town will be addressed as a part of Task 4.
 - Determine Right-of-Way (ROW) and Easement requirements.
- 3.3.3 Establish general horizontal roadway improvements from Gray Wolf Drive to FM 1385 to provide additional travel lane.
 - Evaluate up to two (2) iterations of proposed improvements
- 3.4. Drainage Design
 - 3.4.1 Compile hydrological and hydraulic data
 - 3.4.2 Develop project drainage area maps.
 - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients to calculate design-year flows for proposed conditions
 - Subdivide the overall drainage areas into sub-areas and calculate the discharge to
 each existing and future inlet. Analyze future inlet capacities and adjust inlet locations
 and sub-areas as needed to meet Town design criteria. Analyze existing inlets along
 Gee Road to determine if the existing facilities are sized to accommodate the
 proposed widening. Anticipated internal system for the entire length of project.
 - 3.4.3 Analyze drainage improvements to accommodate the proposed roadway. Evaluate the need for any offsite drainage improvements and report to the Town (the need for offsite improvements is not anticipated). The design of any offsite drainage improvements will be considered as *Additional Services* and can be performed for an additional fee.
 - 3.4.4 Conceptual design of storm drain facilities will consist of plan view only
- 3.5. Bridge Design
 - 3.5.1 Establish Westbound bridge locations and typical section, anticipated:
 - Major Thoroughfare '6LD' bridge approximately 300 linear feet
 - Three (3) 12-foot travel lanes, and one (1) 6-foot sidewalk (47-foot total width)
 - Major Thoroughfare '6LD' bridge approximately 700 linear feet
 - Three (3) 12-foot travel lanes, and one (1) 6-foot sidewalk (47-foot total width)
 - Proposed bridge structures are anticipated to be similar in structure type and aesthetic treatment to the existing Eastbound bridges.
 - Evaluate up to one (1) option for each bridge layout to match existing Eastbound Bridges.
- 3.6. Franchise Utilities
 - 3.6.1 Establish the location of existing public utilities based upon information provided by the

- Town, franchise utility owners, and field survey information
- 3.6.2 Provide overall existing utility map representing all known existing franchise and public utility information along project corridor gathered from data collection.
- 3.6.3 Identify potential conflicts with franchise utilities. Consultant will provide plan sets upon request for franchise utility coordination purposes.
- 3.6.4 Additional tasks may be provided as a part of Task 10.
- 3.7. Opinion of Probable Construction Cost (OPCC)
 - 3.7.1 Compile and prepare a conceptual opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area
- 3.8. Conceptual Plan and Profile Exhibit
 - Prepare one (1) conceptual roadway plan and profile exhibit (roll plot format at appropriate scale as determined by the engineer). Items to be included:
 - Plan
 - Control Data
 - Existing right-of-way and easements
 - Existing survey data
 - Existing pavement
 - Existing driveway locations
 - Existing trees
 - Existing storm drain locations
 - Existing water line locations
 - Existing sanitary sewer line locations
 - Existing franchise utility locations (relying upon information provided by franchise utility owners and data collection)
 - Proposed centerline alignment and horizontal curve data
 - Proposed curb and paving limits
 - Proposed bridge
 - Proposed sidewalk and hike and bike trail
 - Proposed driveways
 - Proposed transition pavement tie-ins to existing pavement
 - Proposed cross culverts and headwalls, if applicable
 - Proposed storm drainage system
 - Proposed storm drain inlet locations
 - Proposed limits of construction
 - 1 roposed limits of constituction
 - Proposed pavement marking and signs
 - Proposed ROW and easement requirements
 - Proposed bridge layout
 - Profile
 - Existing ground profile at proposed top of curb and right-of-way lines
 - Proposed vertical alignment (top of curb)
 - Proposed bridge
 - It is anticipated that Conceptual Plan and Profile Exhibit will only be used to support design discussion in design meeting with Town. It is assumed Exhibit will not be provided for official Town review and comment.
- 3.9. Prepare one (1) Conceptual level right-of-way map showing the existing and proposed right-of-way and easements needed for proposed improvements.
- 3.10. Conceptual Design submittal
 - 3.10.1 Refer to III. DELIVERABLES

Task 4 – Preliminary Design (60%)

- 4.1. Project Management and Administration
 - 4.1.1 Up to two (2) meetings with Town staff and stakeholders
 - 4.1.2 Up to one (1) project site visit
 - 4.1.3 Implement QC plan
 - 4.1.4 Update project schedule and interim milestones
 - 4.1.5 Project correspondence and invoicing
- 4.2. General Plan Sheets
 - 4.2.1 Incorporate conceptual design meeting notes as a part of Task 3.
 - 4.2.2 Upon Town approval of the Conceptual Design, prepare plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical)
 - 4.2.3 Prepare miscellaneous plan sheets
 - Cover Sheet
 - Sheet Index
 - General Notes (anticipated to be provided by Town)
 - Project Control
 - Typical Sections
 - Identify and prepare special specifications and/or special provisions applicable to the project.
- 4.3. Roadway Design
 - 4.3.1 Develop roadway plan and profile
 - 4.3.2 Incorporate intersection improvements as determined by the Town
 - 4.3.3 Develop design cross-sections
 - Develop on 50' station intervals and driveway centers
 - Show pavement, subgrade, right-of-way limits, easements, cross slopes, curbs, and sidewalks
 - Cross-sections may be provided in the bid documents
 - 4.3.4 Prepare roadway details to clarify intent of design
 - 4.3.5 Compile applicable Town standard details. Supplement standard details as needed.
- 4.4. Drainage Design
 - 4.4.1 Perform preliminary storm sewer sizing and alignment design. Prepare preliminary inlet design sheets and hydraulic design sheets for inclusion in the plans.
 - Storm drain profiles will be provided in the Final Design Submittal
 - The design of lateral extensions (if needed) and inlet replacements for existing inlet locations are included. The design of any storm drain main line capacity improvements and/or offsite drainage improvements to accommodate the proposed widening, if necessary, will be considered Additional Services.
 - 4.4.2 Determine outfall grading requirements and provide plans and details for channel protection (if applicable).
 - 4.4.3 Prepare drainage details to clarify intent of design
 - 4.4.4 Compile applicable Town standard details. Supplement standard details as needed.
- 4.5. Bridge Design
 - 4.5.1 Prepare two (2) Bridge layouts (plan sheets at appropriate scale as determined by the engineer). Items to be included:
 - Plan
 - Existing right-of-way and easements
 - Existing survey data

- Existing trees
- Existing utilities
- Proposed right-of-way and easements
- Proposed centerline alignment and curve data
- Proposed bent locations
- Proposed beam spacing
- Proposed abutment locations
- Proposed bridge deck limits
- Proposed approach slabs
- Proposed sidewalks/pedestrian railing
- Proposed pavement transitions
- Proposed utilities
- Proposed safety end treatments
- Proposed bridge traffic railing
- Profile
 - Existing ground profile
 - Proposed vertical alignment (top of curb)
 - Proposed bridge bents
 - Proposed bridge abutments
 - Proposed header banks
 - Proposed safety end treatments
 - Proposed bridge traffic railing and pedestrian railing
 - Proposed utilities
 - Proposed low chord elevation
 - Proposed approach slabs
 - 100-year water surface elevation for both FEMA and for fully-developed conditions
- 4.5.2 Develop the following additional bridge sheets:
 - Foundation plans
 - Bridge typical sections
 - Traffic rail, pedestrian rails, and fencing, if applicable
 - List of additional sheets to be provided during Final Design
 - List of applicable TxDOT standards
- 4.5.3 Incorporate geotechnical recommendations into the preliminary design submittal
- 4.6. Pavement Marking and Signing Design
 - 4.6.1 Plans will consist of stop-control devices, stop bar locations, lane delineation pavement markings, and pedestrian signing/striping (if applicable)
 - 4.6.2 Prepare pavement markers and marking layouts in accordance with Town design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - 4.6.3 Prepare details to clarify intent of design
 - 4.6.4 Compile applicable Town standard details. Supplement standard details as needed
- 4.7. Traffic Signal Design
 - 4.7.1 Develop basic preliminary traffic signal plans for the intersection of Gee Road at First Street
 - Proposed basic signal improvements will be limited to signal head and sign adjustments (removals/relocations/installs) for proposed additional through lanes at the intersections.
 - No new mast arm poles, pedestrian poles, conduits, power services, cabinets, push

- buttons or pedestrian signals are included.
- No signal timing or phasing changes are included.
- 4.7.2 Develop basic preliminary traffic signal plans for the intersection of Gee Road at US 380
 - Proposed basic signal improvements will be limited to signal head and sign adjustments (removals/relocations/installs) for proposed additional through lanes at the intersections.
 - No new mast arm poles, pedestrian poles, conduits, power services, cabinets, push buttons or pedestrian signals are included.
 - No signal timing or phasing changes are included.
- 4.7.3 Preliminary signal plans will include the following sheets
 - Quantity summary/general notes sheet
 - Existing conditions and removals layout sheet (1 per intersection)
 - Proposed signal layout sheet (1 per intersection)
 - Signal summary charts sheet (1 per intersection)
 - Applicable TxDOT and/or Town traffic signal standards/details
- 4.8. Traffic Control Design
 - 4.8.1 Develop a traffic control narrative.
 - 4.8.2 Traffic control layout and plan sheets not included in this Task. To be provided with Task 5 Final Design submittal.
 - 4.8.3 Compile applicable Town and TxDOT standard details.
- 4.9. Illumination Design
 - 4.9.1 Not included in this Task. To be provided with Task 5 Final Design submittal.
- 4.10. Landscape and Irrigation Design
 - 4.10.1 Not included in this Task. To be provided with Task 5 Final Design submittal.
- 4.11. Erosion Control Design
 - 4.11.1 Not included in this Task. To be provided with Task 5 Final Design submittal.
- 4.12. Franchise Utilities
 - 4.12.1 Continue to identify potential conflicts with existing franchise utilities.
 - 4.12.2 Additional tasks may be provided as a part of Task 10.
- 4.13. Opinion of Probable Construction Cost (OPCC)
 - 4.13.1 Compile and prepare a preliminary opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area
- 4.14. Preliminary Design submittal
 - 4.14.1 Refer to III. DELIVERABLES

Task 5 – Final Design (90% and Final)

90% Design Submittal

- 5.1. Project Management and Administration
 - 5.1.1 Up to two (2) meetings with Town staff and stakeholders
 - 5.1.2 Up to one (1) project site visit
 - 5.1.3 Implement QC plan
 - 5.1.4 Update project schedule and interim milestones
 - 5.1.5 Project correspondence and invoicing
- 5.2. General Plan Sheets
 - 5.2.1 Incorporate preliminary design submittal review comments
 - 5.2.2 Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4"

vertical)

- 5.2.3 Finalize miscellaneous plan sheets
 - Cover Sheet
 - Sheet Index
 - General Notes
 - Project Control
 - Typical Sections
- 5.2.4 Finalize special specifications and/or special provisions applicable to the project.
- 5.3. Roadway Design
 - 5.3.1 Finalize roadway plan and profile
 - 5.3.2 Finalize ultimate intersection improvements as determined by the Town
 - 5.3.3 Finalize cross-sections and driveway grading
- 5.4. Drainage Design
 - 5.4.1 Perform final storm sewer sizing and alignment design. Finalize inlet design sheets and hydraulic design sheets.
 - 5.4.2 Design outfall grading requirements and provide plans and details for channel protection (if applicable).
 - 5.4.3 Provide hydrologic and hydraulic calculations for the proposed storm drainimprovements
 - 5.4.4 Finalize drainage plan and profile sheets
 - 5.4.5 Prepare drainage details to clarify intent of design. Compile applicable Town standard details. Supplement standard details as needed
- 5.5. Bridge Design
 - 5.5.1 Finalize bridge design in accordance with TxDOT and Town requirements. The following sheets are anticipated:
 - Bridge layouts
 - Foundation plan
 - Bearing seat elevations/bent and beam report
 - Bridge typical sections
 - Traffic rail, pedestrian rails, and fencing
 - Rail aesthetic details
 - Abutment details
 - Bent details
 - Bent aesthetic details
 - Column aesthetic details
 - Span unit details
 - Pre-stressed beam design
 - Approach slab
 - Backwall design
 - Bridge drainage layout
 - Bridge drainage details
 - Lighting conduit details
 - Applicable TxDOT standard details
- 5.6. Pavement Marking and Signing Design
 - 5.6.1 Finalize pavement marking and signing plans
 - 5.6.2 Prepare details to clarify intent of design
 - 5.6.3 Compile applicable Town standard details. Supplement standard details as needed.
- 5.7. Traffic Signal Design

- 5.7.1 Incorporate 60% plan review comments into the traffic signal plans for the for the intersections of Gee Road at SH 380 and Gee Road at First Street.
- 5.7.2 Finalize traffic signal plan sheets
 - Quantity summary/general notes sheet
 - Existing conditions and removals layout sheet
 - Proposed signal layout sheet
 - Signal summary charts sheet
 - Applicable TxDOT and/or Town traffic signal standards/details
- 5.7.3 Prepare list of TxDOT/Town provided traffic signal specifications.
- 5.8. Traffic Control Design
 - 5.8.1 Finalize traffic control narrative.
 - 5.8.2 Develop traffic control plan sheets at 1"=100' scale (22"x34"). Traffic control plan to include signage, channelization devices, detours, temporary pavement, and concrete barriers (where applicable). Up to three (3) phases are anticipated.
 - 5.8.3 Compile applicable Town and TxDOT standard details. Supplement standard details as needed.
- 5.9. Illumination Design (Conduit Only)
 - 5.9.1 Upon Town approval of illumination conduit location, design 2-inch conduit system using Town specifications.
 - 5.9.2 Provide conduit layout, pull box locations, and applicable notes and details. Conduit will be shown on paving plans.
 - 5.9.3 Compile applicable TxDOT and Town standard details.
- 5.10. Landscape and Irrigation Design (Median only)
 - 5.10.1 Coordinate with Town on proposed median landscaping and irrigation to meet Town standards.
 - 5.10.2 Prepare planting plan sheets including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
 - 5.10.3 Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
 - 5.10.4 Prepare irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations.
 - 5.10.5 Compile applicable Town standard planting and irrigation details and specifications.
- 5.11. Erosion Control Design
 - 5.11.1 Develop erosion control plans to comply with Town and any federal, state, or local requirements. Sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations
 - 5.11.2 Compile applicable Town and TxDOT standard details
- 5.12. Opinion of Probable Construction Cost (OPCC)
 - 5.12.1 Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area
- 5.13. Project Manual
 - 5.13.1 It is anticipated that the Town will compile the project manual. Consultant to provide the following:
 - Pay item listing
 - Quantities
 - Update the overall OPCC
- 5.14. Final design submittal (90%)
 - 5.14.1 Refer to III. DELIVERABLES

Final Design Submittal

- 5.15. Incorporate the final design submittal review comments
- 5.16. Prepare the final OPCC
- 5.17. Final design submittal (Final) (to be used by the Town for bidding)
 - 5.17.1 Incorporate the final design submittal review comments
 - 5.17.2 It is anticipated the following sheets will be included in the construction plans:
 - Cover Sheet
 - Sheet Index
 - General Notes
 - Project Control
 - Typical Sections
 - Paving Plan and Profile
 - Bridge Plan and Profile
 - Pavement Marking and Signing Plan
 - Traffic Signal Plan
 - Drainage Area Map (Existing and Proposed)
 - Drainage Calculations
 - Storm Drain Plan and Profile
 - Traffic Control Narrative and Plan
 - Landscape Plan
 - Irrigation Plan
 - Erosion Control Plan
 - Cross Sections
 - Standard Details
 - TxDOT Details (where applicable)
- 5.18. Agency Permitting and Coordination (TDLR and TxDOT)
 - 5.18.1 Prepare and submit Final Design plans to a Texas Department of Licensing and Regulation (TDLR) reviewer in accordance with the Elimination of Architectural Barriers Act. Consultant will review accessibility comments and make appropriate revisions to the plans. All coordination and fees with the TDLR application will be performed by Kimley-Horn.
 - 5.18.2 Prepare and submit Final applicable permit set to Town for submission to TxDOT.
 - Town will submit permit sets to agencies and pay applicable fees
 - Engineer will respond to up to two (2) rounds of agency comments
- 5.19. Refer to III. DELIVERABLES

Task 6 – Water Line Design (Artesia)

This project may include additional design services to relocate approximately 1,500 linear foot of existing Artesia (Elm Ridge WCID) 18" water line within an easement along Gee Road from Grey Wolf Drive to Doe Branch. The budgeted fee for this Task is based upon approximately 225 hours, water line design will not be performed without written authorization by the Town.

- 6.1 Establish horizontal location for the following proposed water line:
 - 6.1.1 Relocate approximately 1,500 linear feet of 18" water line.
 - 6.1.2 Tying into existing 18" water line along Gee Road.
- 6.2 Establish vertical location for the proposed water line
- 6.3 Develop water line plan and profile plan sheets
- 6.4 Show connections to existing lines and abandonments where applicable

- 6.5 Compile applicable Town standard details and specifications. Supplement standard details as needed.
- 6.6 Opinion of Probable Construction Cost (OPCC)
 - 6.6.1 Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area
- 6.7 Prepare pay item listing for inclusion in Project Manual
- 6.8 Incorporate up to three (3) rounds of Town review comments for 60%, 90%, and Final design submittals.
 - 6.8.1 Town to submit applicable set to Elm Ridge WCID
 - Prepare up to three (3) exhibits to assist with WCID application.
 - 6.8.2 Incorporate additional agency review comments as part of 60%, 90%, and Final design submittals.

Task 7 – Hydraulic Analysis Coordination

The budgeted fee for this Task is based upon approximately 40 hours for coordination with Hydrologic and Hydraulic Design Engineer (Cardinal Engineering, LLC) of Doe Branch and Doe Branch Tributary 6. This main creek is named "Doe Branch" and the tributary is named "Doe Branch Tributary 6" in Denton County. For clarity in this scope of services, the creek will be referred to as Doe Branch. Task may include the following additional items in additional to coordination with Hydrologic and Hydraulic Design Engineer:

7.1 Data Collection

- 7.1.1 Request effective hydrologic and hydraulic models from the Town and/or FEMA. The project reach of Doe Branch is Zone AE with base flood elevations determined and no regulatory floodway. The project reach of Doe Branch is included in Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panels 48121C0410G dated April 18, 2011 in Denton County.
- 7.1.2 Request relevant data pertaining to the crossing from the Town and the Hydrologic and Hydraulic Design Engineer. This information may include creek information/studies, record drawings, GIS files, and aerials.
- 7.1.3 Coordinate with the Hydrologic and Hydraulic Design Engineer on assumptions.

7.2 Hydraulic Analysis

- 7.2.1 Coordinate with the Hydrologic and Hydraulic Design Engineer to confirm the hydraulic models are consistent with the current survey data and conditions in the project area.
- 7.2.2 Conceptual Proposed Condition Hydraulic Analysis
 - Send the Hydrologic and Hydraulic Design Engineer the proposed design information including the proposed bridge span length, piers, abutments, and any erosion control to confirm whether the design meets Town criteria for water surface elevations, velocities, and valley storage requirements.
 - Provide information to the Hydrologic and Hydraulic Design Engineer for alternative for the proposed bridge crossing as needed to mitigate any adverse impacts.

7.2.3 Proposed Condition Hydraulic Analysis

- Send the Hydrologic and Hydraulic Design Engineer the final proposed design information including the proposed bridge span length, piers, abutments, and any erosion control to finalize the hydraulic modeling.
- Information provided by the Hydrologic and Hydraulic Design Engineer will be included in the plans prepared under a separate task.

7.3 Erosion Analysis

7.3.1 Coordinate with the Hydrologic and Hydraulic Design Engineer to confirm need for erosion

- control options to stabilize the bank as needed.
- 7.3.2 Erosion control options may be evaluated for the selected design. The erosion control design will be an iterative process with the goal of stabilizing the bank as needed, protecting the bridges, minimizing environmental impacts, evaluating water surface elevation rises to the existing 100- year and fully developed 100-year storms, and evaluating applicable velocity and valley storage requirements. Additional alternatives can be performed as Additional Services.
- 7.3.3 Perform a scour analysis as needed based on variables provided by the Geotechnical Engineering under a separate task.
- 7.3.4 If applicable based on the selected erosion control alternative, this task may include sizing rock riprap based on fully developed 100-year velocities. No hydraulic modeling is included with this task. Information will be requested as needed from the Hydrologic and Hydraulic Design Engineer.

Task 8 – Environmental Services

The budgeted fee for this Task assumes Aquatic Resources Delineation, USACE Nationwide Permitting, and Archaeological Survey have been completed for proposed project improvements by Windsong Ranch Environmental Engineer (Integrated Environmental Solutions, LLC). The budgeted fee for this Task is based upon providing the below services as needed to support these original assumptions. The budgeted fee for this Task is based upon approximately 40 hours. Budgeted hours do not assume all task listed below will be required. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town. This Task shall be used on an as-needed basis, at the discretion of the Town. Task may include:

- 8.1 Develop Project Memo to show project does not exceed original USACE approved Individual Permit
 - 8.1.1 This task assumes proposed project impacts were included as a part of original Individual Permit for Windsong Ranch Residential development (USACE project number SWF-2016-00136). It is assumed formal USACE notification and authorization will not be required; however, it will be based upon review of project plans, construction details, and/or specifications and potential impacts to jurisdictional waters previously identified. Consultant will document this information specific to the project.
- 8.2 Perform Additional Aquatic Resources Delineation (may be provided as Additional Service)
 - 8.2.1 Consultant will perform an Aquatic Resources Delineation for the areas not previously studied for the issued Approved Jurisdictional Determination in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement as detailed below.
 - 8.2.2 Consultant will locate readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service, National Wetlands Inventory maps, National Hydrography Dataset, Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM), historic aerial photographs, and other related data for a desktop review of site conditions.
 - 8.2.3 Consultant will perform a site visit to evaluate the existence and approximate locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. Completion of USACE wetland determination data forms will be completed if necessary. The ordinary high-water mark for waterbodies will be identified in the field. Following the site visit, Consultant will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit as collected utilizing a GPS with

- sub-meter accuracy. Consultant will provide the Town with PDF and AutoCAD versions of the aquatic resources files in the correct coordinate system.
- 8.2.4 Consultant will perform a preliminary jurisdictional analysis of identified aquatic features onsite (if any) to evaluate the potential for the USACE to regulate identified aquatic features. Consultant will provide a summary email with an aquatic features map for review.
- 8.2.5 It is important for the Town to understand the Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning what they intend to assert jurisdiction over. Changes that impact our strategy or scope will cause additional work and will be addressed as an additional service amendment to this agreement. Observations will be made under the applicable regulatory guidance at the time of the observations. Official authority to make a determination defining applicable jurisdictional limits rests with the EPA; however, authority has been delegated to the USACE. Jurisdictional determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The Aquatic Resources Delineation should not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits.
- 8.3 Develop USACE Nationwide Permit Non-Notifying Memo (may be provided as Additional Service)
 - 8.3.1 This task assumes formal USACE notification and authorization will not be required; however, it will be based upon review of project plans, construction details, and/or specifications and potential impacts to jurisdictional waters. Consultant will document this information specific to the project and how to use the perceived applicable Nationwide Permit (NWP). This letter report will include regulatory language for the applicable NWP with discussion of selected noteworthy General Conditions.
 - 8.3.2 Though no coordination with the USACE is proposed as part of this Task, the use of the applicable NWP constitutes compliance with appropriate Federal regulations. All NWP General and Regional Conditions and NWP terms must be met by the Town.
 - 8.3.3 Based on project details provided to Consultant by the Town, it appears an NWP 14 for Linear Transportation Projects and NWP 58 for Utility Line Activities for Water and Other Substances would authorize the proposed project activities. Further, it is assumed that triggers for notification to the USACE under NWP 14 and NWP 58 are met; Therefore, the preparation of a Pre- Construction Notification (PCN) to be submitted to the USACE Fort Worth District is not included as part of this agreement. For reference, the submittal of a PCN may be required if:
 - The NWP General or Regional Conditions can't be met;
 - Specific triggers for notification to the USACE are met within the NWP;
 - Impacts thresholds for the Nationwide Permit program are exceeded (greater than 0.10- acres and less than 0.50-acres at each separate, single and complete crossing); or
 - Town requests verification from the USACE.
 - 8.3.4 This task does not include consultation with the USACE; however, this can be performed if warranted under a separate Agreement.
- 8.4 Perform Desktop Cultural Resources Review (may be provided as Additional Service)
 - 8.4.1 Consultant will engage a professional cultural resources management consultant to perform a desktop cultural resources review. The purpose of the desktop review is to identify and describe existing documented cultural resources in the project area, discuss the potential for discovering previously unknown cultural resources, and make recommendations about the need for further archaeological work so that the project can proceed.
 - 8.4.2 The archeologist will compile information from records/databases, including (as necessary):

- Texas Archeological Sites Atlas;
- National Register of Historic Places (NRHP);
- Additional records at the Texas Archeological Research Laboratory;
- Natural Resources Conservation Service soil maps;
- Town, state, or county planning documents (when available);
- USGS topographic maps;
- Records available at Town and county historical societies; and
- Published local histories.
- 8.4.3 A letter report that details the results of the records search and presents a review of the natural environment and cultural history of the project area, along with conclusions and recommendations of findings will be prepared. This letter will include a discussion of the potential for the proposed project to affect known archaeological sites, State Antiquities Landmarks (SALs), or sites listed or potentially eligible for listing on the NRHP. In addition to this discussion, the letter will also address the likelihood the proposed project will encounter areas with a high potential for containing cultural resources. The report will be submitted to the Town for review.
- 8.4.4 It should be known that if a federal nexus is not identified for the project, consultation with the Texas Historical Commission (THC) under Section 106 of the National Historic Preservation Act is not required. Additionally, if the project is located entirely on private land, consultation with the THC under the Antiquities Code of Texas is not required.
- 8.4.5 Consultant will submit the letter report to the THC for review.
- 8.5 Perform Archaeological Survey (may be provided as Additional Service)
 - Prepare and submit an Antiquities Permit application to the THC for review and approval. Field survey work cannot occur until a permit is issued by the THC.
 - 8.5.2 Conduct a Phase I pedestrian survey. Survey standards will meet the minimum requirements accepted by the THC, as set forth in Chapter 26 of the Texas Administrative Code (TAC). The purpose of a Phase I investigation is to identify cultural resources in the project area and make recommendations about their significance. This scope of work does not include Phase II testing or Phase III mitigation tasks or costs, but these may be necessary to satisfy the THC if sites are found and cannot be avoided.
 - If present, standing structures which are at least 45 years old within the area of
 potential effect will be photographed and recorded. Based on the age and condition of
 the structure, an architectural historian may be consulted (at an additional cost, unless
 otherwise specified in the Cost section below) to determine the structure's eligibility for
 listing on the NRHP or as a SAL.
 - The boundaries of archaeological sites found during the survey will be defined in the horizontal and vertical plane based on surface artifacts, shovel testing, and possibly trenching. These methods comply with standards referenced in 13 TAC 26.20. This scope of work includes the cost of recording one (1) archaeological site. To fulfill the permit requirements laid out in the TAC, we must record archaeological sites found in the proposed survey area. Due to the nature of archaeological work, we can only estimate the number of subsurface site deposits or standing structures that will be found during the survey. Sites and standing structures that are found more than the number listed above may incur additional costs.
 - If a recommendation for NRHP eligibility cannot be made at a site during Phase I
 pedestrian survey, Phase II testing may be recommended and subsequently required
 by the THC.
 - 8.5.3 If artifacts are found during the survey, they will be analyzed, either in the field or in the lab. The results of this analysis will be used to support the overall and site-specific

- recommendations in the technical report.
- 8.5.4 Prepare a draft technical report. This report will meet the standards for cultural resource reports adopted by the THC (Council of Texas Archeologists). The report will describe the natural and cultural history of the project area, present a research design and methodology, then the results of the survey. It will conclude with recommendations about site eligibility (if applicable) and whether further archaeological work should be conducted in the project area. These recommendations will include appropriate justifications based on the requirements of 13 TAC 26.5 and 13 TAC 26.20.
- 8.5.5 The draft report will be submitted to Town and subsequently to the THC for review and comments.
- 8.5.6 Once approved, the final report will be printed, and the necessary copies will be submitted to Town and the THC.
- 8.5.7 Records will be prepared for curation at an approved facility. The cost of records curation is included in the proposed cost. If artifacts are collected, their preparation and the cost of perpetual curation (as required) will be negotiated with the curation facility and will be an additional cost. If the project is on private land, artifacts will be returned to the landowners.
- 8.5.8 The THC may determine deep testing is required for the project. Deep testing is excluded from this scope of services. If deep testing is required by the THC, this would be considered an Additional Service.
- 8.6 Environmental Service submittal
 - 8.6.1 Refer to III. DELIVERABLES

Task 9 – TxDOT Coordination

- 9.1 The budgeted fee for this Task is based upon approximately 80 hours for TxDOT coordination. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town. This Task shall be used on an as-needed basis, at the discretion of the Town. Task may include:
 - 9.1.1 Prepare for and attend meetings with TxDOT and the Town.
 - 9.1.2 Additional Site visits not outlined in the task above.
 - 9.1.3 Coordinate project specific items for traffic signal and intersection design modifications at U.S. 380 intersection.
 - 9.1.4 Review and respond to additional construction plan reviews not outlined in the task above.
 - 9.1.5 Development of enhanced traffic signal plans for the intersection of Gee Road at US 380
 - Proposed enhanced signal improvements may include relocating (or installing new)
 mast arm signal poles and associated equipment and/ or pedestrian signal poles and
 equipment as well as conduit, ground boxes and wiring for relocated/new signal poles.

Task 10 – Franchise Utility Coordination

- 10.1 The budgeted fee for this Task is based upon approximately 80 hours for franchise utility coordination. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town. This Task shall be used on an as-needed basis, at the discretion of the Town. Task may include:
 - 10.1.1 Coordinate with franchise utility companies.
 - 10.1.2 Attend group and/or individual franchise utility meetings.
 - 10.1.3 Provide design data to franchise utility companies.
 - 10.1.4 Identify potential franchise utility conflicts and possible relocation requirements.
 - 10.1.5 Notify the Town if any relocations may be required.

10.1.6 Provide utility relocation exhibits to assist with franchise utility coordination.

Task 11 – Subsurface Utility Engineering (SUE) Quality Level "A" and Level "B" (through a subconsultant)

- 11.1 Upon Town Authorization, perform SUE (Subsurface Utility Engineering) Quality Level "A" and Level "B" to identify existing franchise utility locations along Gee Road by exposing specific utilities.

 Additional SUE will not be performed without written authorization by the Town.
 - 11.1.1 Utilities to be designated include, gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer.
 - 11.1.2 QL "A" provides three-dimensional (x,y,z) information obtained through the application and interpretation of non-destructive vacuum excavation methods. This quality provides the most accurate horizontal location and vertical position of subsurface utilities.
 - 11.1.3 Up to six (6) test hole locations which will then be field surveyed have been budgeted for this task. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.
 - 11.1.4 QL "B" provides two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. This quality provides the horizontal position of subsurface utilities within approximately one foot.
 - Approximately four (4) days have been budgeted for this task. This may include area along new Gee Road alignment between Gray Wolf Drive to First Street, and/or at Gee Road and US 380 intersection. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.

<u>Task 12 – ROW and Easement Instruments of Conveyance</u>

- 12.1 Prepare up to five (5) Right-of-Way instrument (narrative and graphic exhibits of ROW required for the Project).
- 12.2 Prepare up to seven (7) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement).
- 12.3 Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - Parcel number.
 - Area required.
 - Area remaining.
 - Legal description.
 - Current owner.
 - Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
 - Metes and bounds description of parcel to be acquired. Description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
 - Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.
- 12.4 Refer to III. DELIVERABLES

Task 13 – Bid and Construction Phase Services

13.1 Bid Phase Services

- 13.1.1 Town will issue bid documents to prospective bidders via electronic site, maintain a list of bidders to whom bidding documents have been issued, and addenda as appropriate to interpret, clarify, or expand the bidding documents. Assist the Town as needed.
- 13.1.2 Attend the pre-bid meeting and bid opening
- 13.1.3 Final construction plan submittal (conformed sets). Refer to III. DELIVERABLES
- 13.1.4 The budgeted fee for this Task is based upon approximately 20 hours for bid phase services We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.

13.2 Construction Phase Services

- 13.2.1 The budgeted fee for *Shop Drawings and Samples* is based upon approximately 70 hours (approx. 4 hours/month for anticipated 18 months for construction phase services). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
 - Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 13.2.2 The budgeted fee for *Clarifications and Interpretations* is based upon approximately 70 hours (Approx. 4 hours/month for anticipated 18 months for construction phase services). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
 - Clarifications and Interpretations. When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to Town. Provide written responses to RFI's or clarification to Town or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and RFI Log throughout the duration of the Project, and make such logs available to the Town upon request. If requested by the Town, render written decision on all claims of Town and contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work.
- 13.2.3 The total budged fee for Construction Phase Services is approximately 140 hours (approx. 8 hours/month for anticipated 18 months). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town. Consultant shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the Town's review of documents submitted under this Contract.

Task 14 – Record Documents

- 14.1 Consultant will prepare construction Record Documents based on the information received from the Contractor.
- 14.2 The budgeted fee for this Task is based upon approximately 40 hours. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- 14.3 Record Documents submittal, refer to III. DELIVERABLES

Additional Services

Services not specifically identified in the Scope of Services above will be considered additional and may be performed with additional fee on an individual basis upon authorization by the Town. Such services may include, but are not limited to, the following:

- Construction Staking
- Environmental Services beyond those identified in the Scope of Services
- Title Research
- Streetscape/Hardscape design
- Illumination design
- Sanitary sewer design
- Franchise utility design
- Traffic counts
- Traffic simulations and/or traffic studies
- Temporary traffic signal design
- Phased signal construction plans
- Full permanent traffic signal design plans
- Traffic signal timing plans
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of retaining walls over 3 feet or outside the limits of right-of-way, or specialized inlets
- Stakeholder Coordination
- Preparation of Additional Bid Packages
- Packaging/inclusion of contract documents prepared by others
- Revising the Traffic Control Narrative or Phasing Plan based on Contractor input after Bidding
- Hydrologic and Hydraulic analysis and/or Flood Study of Doe Branch bridge crossing
- Floodplain reclamation plans or Floodplain analysis beyond establishing parameters for bridgedesign
- Preparation of a CLOMR and Endangered Species Act conformance
- Preparation of a LOMR and associated post construction survey

III. DELIVERABLES

Task 1 - Survey

Digital Topographic Drawing

Task 2 - Geotechnical Services

• One (1) Copy of Geotechnical Report

Task 3 - Conceptual Design

30% Design

• 30% Design Meeting with Town to discuss the following:

Conceptual Design Exhibit

Conceptual Level Right-of-Way Map

Overall Existing Utility Map

Drainage Area Map

30% Opinion of Probable Construction Cost

Task 4 - Preliminary Design

60% Design

- Half-size 60% roll plot (up to 1 of each upon request)
- Preliminary Right-of-Way Map
- Half-size 60% plan sets (up to 1 of each upon request)
- Draft ROW and Easement documents
- 60% Opinion of Probable Construction Cost
- PDF versions of 60% Deliverable

Task 5 - Final Design

90% Design

- Half-size 90% roll plot (up to 1 of each upon request)
- Half-size 90% plan sets (up to 1 of each upon request)
- Final ROW and Easement documents
- 90% Opinion of Probable Construction Cost
- PDF versions of 90% Deliverable

Final Design

- Half-size and full-size of Final plan sets (up to 1 of each upon request)
- Final Opinion of Probable Construction Cost
- PDF versions of Final Deliverable
- One (1) DWG copy of final files

Task 6 - Water Line Design (Artesia)

- Half-size 60% and 90% plan sets
- Half-size and full-size of Final plan sets
- Up to three (3) exhibits for WCID application

Task 8 – Environmental Services

Environmental Technical Memo

Task 12 – ROW and Easement Instruments of Conveyance

- Up to five (5) ROW instruments
- Up to seven (7) Easement instruments

Task 13 – Bid and Construction Phase Services

Task 14 - Record Drawings

- Pay item listing
- Half-size and full-size of final (signed and sealed)
 Conformed plan sets (up to 1 each upon request)
- One (1) DWG of the record drawings base map in accordance with Town standard
- One (1) PDF copy of each sheet of the record drawings

EXHIBIT B COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE GEE ROAD (US 380 - FM 1385) PROJECT (2310-ST)

I. COMPENSATION SCHEDULE

Task	Completion Schedule (Anticipated)	Compensation Schedule (Anticipated)
Notice-to-Proceed	July 2023	
Task 1 – Survey	August 2023	Up to \$70,000
Task 2 – Geotechnical Services (through Subconsultant)	December 2023	Up to \$59,000
Task 3 – Conceptual Design (30%)	December 2023	\$262,000
Task 4 – Preliminary Design (60%)	June 2024	\$548,000
Task 5 – Final Design (90% and Final)	March 2025	\$502,000
Task 6 – Water Line Design (Artesia)	As needed	Up to \$56,000
Task 7 – Hydraulic Analysis Coordination	As needed	Up to \$10,000
Task 8 – Environmental Services	March 2025	Up to \$10,000
Task 9 – TxDOT Coordination	As needed	Up to \$20,000
Task 10 – Franchise Utility Coordination	As needed	Up to \$20,000
Task 11 – SUE QL "B" and "A" (through subconsultant)	As needed	Up to \$25,000
Task 12 – ROW and Easement Instruments of Conveyance	November 2024	Up to \$23,000
Task 13 – Bid and Construction Phase Services	November 2026	Up to \$40,000
Task 14 – Record Drawings	December 2026	Up to \$10,000
Total Compensation		\$1,655,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 3 – Conceptual Design (30%)	\$262,000
Task 4 – Preliminary Design (60%)	\$548,000
Task 5 – Final Design (90% and Final)	\$502,000
Total Basic Services:	\$1,312,000

Special Services (Hourly Not-to-Exceed)	Amount
Task 1 – Survey	Up to \$70,000
Task 2 – Geotechnical Services (through Subconsultant)	Up to \$59,000
Task 6 – Water Line Design (Artesia)	Up to \$56,000
Task 7 – Hydraulic Analysis Coordination	Up to \$10,000
Task 8 – Environmental Services	Up to \$10,000
Task 9 – TxDOT Coordination	Up to \$20,000
Task 10 – Franchise Utility Coordination	Up to \$20,000
Task 11 – SUE QL "B" and "A" (through subconsultant)	Up to \$25,000
Task 12 – ROW and Easement Instruments of Conveyance	Up to \$23,000
Task 13 – Bid and Construction Phase Services	Up to \$40,000
Task 14 – Record Drawings	Up to \$10,000
Total Special Services:	\$343,000

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

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

All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. <u>ACCEPTABILITY OF INSURERS</u>

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT D CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE GEE ROAD (US 380 - FM 1385) PROJECT (2310-ST)

THE STATE	OF TEXAS	§	S.
COUNTY OF	<u>Dallas</u>	§	§
I,L. Nath	nan Ante, a membe	r of the (Consultant team, make this affidavit and hereby on oath state the following:
•	erson or persons related to me, on the Project (Check all that ap		e following interest in a business entity that would be affected by the work
	Ownership of 10% or more of	the votin	ng shares of the business entity.
	Ownership of \$25,000.00 or m	ore of th	ne fair market value of the business entity.
	Funds received from the busin	ess enti	ty exceed 10% of my income for the previous year.
	Real property is involved, and I	have an	n equitable or legal ownership with a fair market value of at least \$25,000.00.
<u>e</u>	A relative of mine has substan of the public body of which I ar		est in the business entity or property that would be affected by my decision nber.
	Other:		<u> </u>
X	None of the Above.		
	y or affinity, as defined in Chap		r, Texas, I further affirm that no relative of mine, in the first degree by of the Texas Government Code, is a member of the public body which took
Signed this _	31sT day of	M	AY , 20 <u>23</u> .
			2. Nathan <u>Onl.</u> <u>Senior Vice President</u> Signature of Official / Title
BEFORE ME on oath state	E, the undersigned authority, thed that the facts hereinabove sta	is day p ated are	personally appeared and true to the best of his / her knowledge or belief.
Sworn to and	d subscribed before me on this	<u>31 st da</u>	Notary Public in and for the State of Texas My Commission expires: 2 28 23

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Kimley-Horn and Associates, Inc.	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.	
N/A	
Name of Officer	
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable i local governmental entity?	income, from or at the direction
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more. Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003.	of the officer one or more gifts
$\frac{1}{2}$ $\frac{1}$	A 10 (76)
June 2	1, 2023
Signature of vendor doing business with the governmental entity	ate

www.ethics.state.tx.us

Form provided by Texas Ethics Commission

Revised 11/30/2015

LOCATION MAP



Gee Road from US 380 to FM 1385



FM 1385 at Gee Road Schematic





ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: Professional Engineering Services Agreement: Gee Road (US 380 – FM 1385)

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Cooperation Agreement between Denton County, Texas, and the Town of Prosper, Texas, related to the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385.

Description of Agenda Item:

On November 8, 2022, Denton County voters overwhelmingly passed the Denton County Transportation Road Improvement Program (TRIP-22), listed as Proposition A in the amount of \$650 million. Denton County anticipates these funds will be allocated to more than 119 projects in more than 32 municipalities and unincorporated areas to accommodate the county's future growth. While much of the funds will be used as local participation funds to advance the many Texas Department of Transportation (TxDOT) on-system projects critical to Denton County citizens, TRIP-22 is also focused on local roads within and between communities across Denton County.

One of the Town of Prosper's projects that was approved, is the expansion of Gee Road from US 380 to FM 1385. Due to the regional significance of Gee Road between US 380 and FM 1385, Denton County has agreed to provide some initial funding to the project with commitment to provide additional funding in the future. The total contributions from Denton County are intended to serve as the local match for potential regional funding opportunities towards the construction of the project. Per the Interlocal Cooperation Agreement, Denton County intends to partner with the Town to seek out the regional funding opportunities needed to achieve the timely completion of the project.

Budget Impact:

Denton County has agreed to fund an initial \$1,700,000 towards the project that the Town will use towards the design of the project. Per the Interlocal Cooperation Agreement, the estimated total cost for the project is \$20,459,225, and the initial contribution of \$1,700,000 from Denton County and future contribution up to a total of \$3,600,000, is intended to serve as the local match for potential regional funding opportunities.

Legal Obligations and Review:

Item 10.

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the Interlocal Cooperation Agreement as to form and legality.

Attached Documents:

1. Interlocal Cooperation Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an Interlocal Cooperation Agreement between Denton County, Texas, and the Town of Prosper, Texas, related to the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385.

Proposed Motion:

I move to authorize the Town Manager to execute an Interlocal Cooperation Agreement between Denton County, Texas, and the Town of Prosper, Texas, related to the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385.

THE STATE OF TEXAS **COUNTY OF DENTON**

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF PROSPER, TEXAS

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, engaged in the administration of county government and related services for the citizens of Denton County, Texas, hereinafter "the County"; and the Town of Prosper, Texas, a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the Town of Prosper, Texas, hereinafter "the Town." The County and the Town are collectively referred to herein as "the Parties."

WHEREAS, the County and the Town mutually desire to enter into this Agreement for the purpose of providing the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385, located entirely in the Town of Prosper municipal limits and Denton County Commissioner Precinct #1, hereinafter "the Project;" and

WHEREAS, the estimated cost of completion for the Project is TWENTY MILLION FOUR HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$20,459,225.00), with the initial County contribution toward satisfactory completion of the Project, based on current available funding, shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed THREE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,600,000.00), and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the Town hereby agree that the scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385, at an estimated cost of TWENTY MILLION FOUR HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$20,459,225.00), whereby the County agrees to make an initial contribution toward satisfactory completion of the Project, based on current available funding, shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed THREE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,600,000.00). This funding commitment is intended to serve as the local match for potential regional funding opportunities. The County will endeavor to partner with the Town to seek regional funding opportunities in an effort to complete the timely construction of the project. The Project is located entirely within the municipal limits of the Town of Prosper and Denton County Commissioner Precinct #1.

III.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, and construction required for construction and maintenance of the Project. The Town

shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00).

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

As the Town proceeds with the completion of the Project, the Town shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The Town shall submit invoices on a monthly basis, and the County shall reimburse the Town on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable David Bristol, Mayor

Town of Prosper, Texas

P.O. Box 307

Prosper, Texas 75087

Copy To: Ms. Michelle Sirianni, Town Secretary

Town of Prosper, Texas

P.O. Box 307

Prosper, Texas 75087

For County: Honorable Andy Eads, Denton County Judge

1 Courthouse Drive, Suite 3100

Denton, Texas 76208

andy.eads@dentoncounty.com holly.sadlowski@dentoncounty.com

Copy To: Denton County District Attorney's Office - Civil Division

1450 East McKinney Street, Suite 3100

Denton, Texas 76209

john.feldt@dentoncounty.gov

cio@dentoncounty.gov

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

XI.

The Town agrees and understands that the Town, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The Town agrees to accept full responsibility for the acts, negligence and omissions of all Town employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the Town.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this day of	, 2023.
DENTON COUNTY, TEXAS	TOWN OF PROSPER, TEXAS
1 Courthouse Drive, Suite 3100	P.O. Box 307
Denton, Texas 76209	Prosper, Texas 75087
By:	By:
Honorable Andy Eads	Mario Canizares
Denton County Judge	Town Manager of the Town of Prosper, Texas
Acting by and on behalf of the authority	Acting by and on behalf of the authority
of the Denton County Commissioners Court	of the Town of Prosper, Texas
ATTEST:	ATTEST:
By:	By:
Denton County Clerk	Town Secretary

COUNTY AUDITOR'S CERTIFICATE

-	hereby certify funds are available to accomplish and pay the obligation of Denton	County
Texas, ı	nder this Agreement.	
Denton	County Auditor	

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385, with an estimated cost of completion of TWENTY MILLION FOUR HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$20,459,225.00). The Project shall be located entirely within the municipal limits of the Town of Prosper and Denton County Commissioner Precinct #1.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Prosper, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date:	
By:	
Presiding Officer of the Denton	
County Commissioners Court	

PLANNING



To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

David Hoover, Director of Development Services

Re: Specific Use Permit – Wireless Communications and Support Structure

Town Council Meeting – June 27, 2023

Agenda Item:

Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a new Wireless Communications and Support Structure, on .1± acre, located on the south side of Frontier Parkway, west of Talon Lane. (ZONE-23-0008)

History:

Since the proposed use is on Town property, a lease agreement was signed between the applicant and the Town of Prosper in early 2023.

Description of Agenda Item:

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

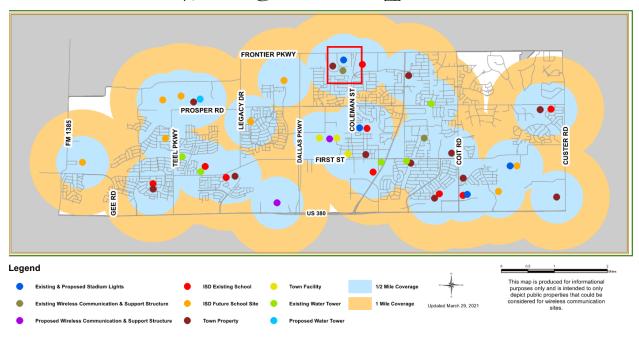
	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Athletic Stadium	Low Density Residential
North	Agriculture	Park Land	N/A
East	Commercial	Non-Residential Developed	Medium Density Residential
South	South Agriculture F		Medium Density Residential
West	Agriculture	Park Land	Medium Density Residential

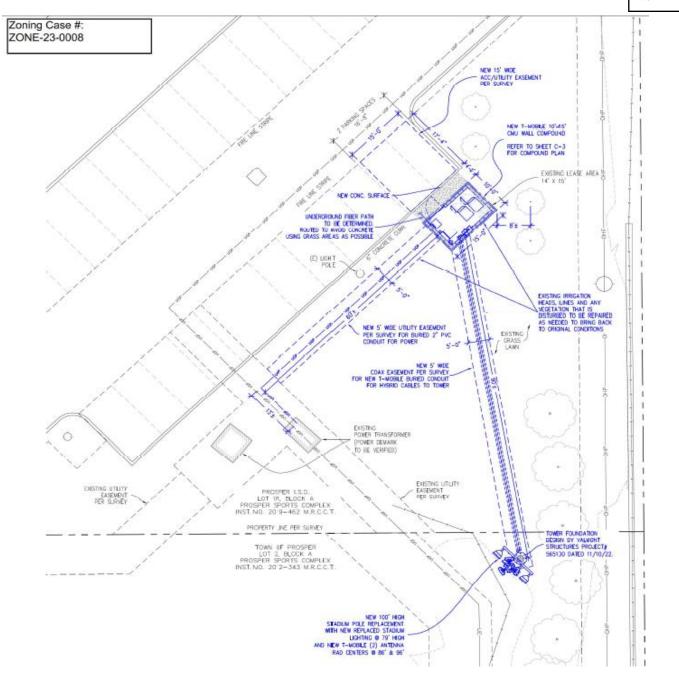
Item 11.

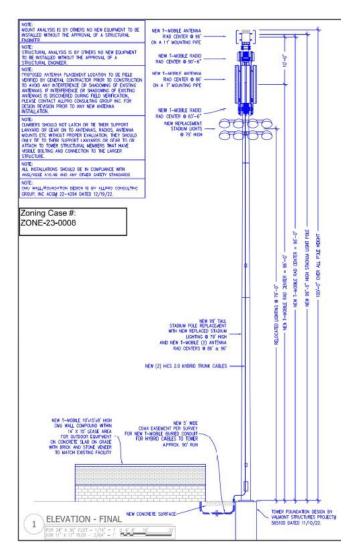
Requested Zoning – The purpose of this request is to allow construction of a new 100' Wireless Communication and Support Structure. The Specific Use Permit shows two (2) Wireless Communication antennas that would be placed on the structure and their associated 10' by 15' lease area.

In 2021, the Town completed a survey on areas of opportunities for wireless communication and support structures. The goal for this survey was to provide developers areas that were well suited for such use and to provide a comprehensive plan of communication towers for the Town of Prosper. These areas are potentially schools, sites, parks, or town properties. Regarding this specific request, this area is within one of those areas of opportunities.

Wireless Communication Fxhibit







The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of a SUP request.

- 1. Is the use harmonious and compatible with its surrounding existing uses or proposed uses?
- 2. Are the activities requested by the applicant normally associated with the requested use?
- 3. Is the nature of the use reasonable?
- 4. Has any impact on the surrounding area been mitigated?

Staff believes the applicant has satisfied the criteria and recommends approval of the request.

Future Land Use Plan - The Future Land Use Plan recommends Medium Density Residential

<u>Thoroughfare Plan</u> – This property currently has direct access to Frontier Parkway.

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

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. To date, staff has not received any reply forms.

Page 4 of 5

Attached Documents:

Item 11. 1. Aerial and Zoning Maps

- 2. Exhibits
- 3. Areas of opportunities map

Planning & Zoning Recommendation:

At their June 06, 2023, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, by a vote of 5-0.

Town Staff Recommendation:

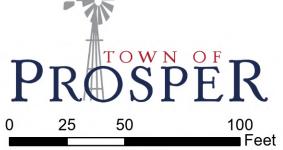
Town staff recommends approval of the Specific Use Permit (SUP) request for a new Wireless Communications and Support Structure, on .1± acre, located on the south side of Frontier Parkway, west of Talon Lane.

Proposed Motion:

I move to approve/deny a request for a Specific Use Permit (SUP) request for a new Wireless Communications and Support Structure, on .1± acre, located on the south side of Frontier Parkway, west of Talon Lane.

Page 5 of 5





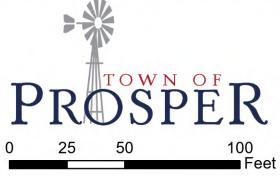


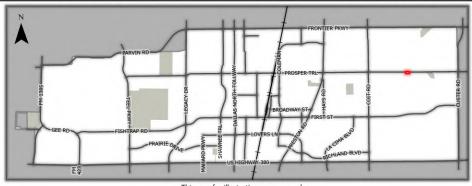
Farms Unmanned

Page 160

Specific Use Permit







Anthemnet Whispering Farms Unmanned

Page 161

Specific Use Permit

GENERAL NOTES

- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTORS SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- 4. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR
- THE SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED
- 7. THE SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWING MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH
- ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORK TO ALERT OF ANY DANGEROUS

DRIVING DIRECTIONS:

7668 WARREN PKWY, FRISCO, TX 75034, GET ON DALLAS NORTH TOLLWAY N FROM MCCANDLESS WAY AND DALLAS PKWY, HEAD NORTH TOWARD MCCANDLESS WAY, TURN RIGHT TOWARD MCCANDLESS WAY, TURN LEFT TOWARD MCCANDLESS WAY, TURN RIGHT AT THE 1ST CROSS STREET ONTO MCCANDLESS WAY, TURN RIGHT ONTO DALLAS PKWY, TAKE THE DALLAS PKWY N RAMP ON THE LEFT, TOLL ROAD, MERGE ONTO DALLAS NORTH TOLLWAY N, TOLL ROAD, FOLLOW S DALLAS PKWY AND W FRONTIER PKWY TO YOUR DESTINATION, CONTINUE ONTO S DALLAS PKWY, CONTINUE STRAIGHT ONTO N DALLAS PKWY, TURN RIGHT ONTO W FRONTIER PKWY, TURN LEFT ONTO PRAIRIE XING, TURN RIGHT ONTO BERKSHIRE LN, TURN RIGHT, DESTINATION WILL BE ON THE LEFT, 1240 W FRONTIER PKWY, PROSPER, TX 75078

T--Mobile

NEW SITE BUILD

PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

T-MOBILE SITE NUMBER

DA03931D

SITE ADDRESS

1240 W FRONTIER PKWY PROSPER, TX 75078 **COLLIN COUNTY**

BUILDING CODES

- INTERNATIONAL BUILDING CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- NATIONAL ELECTRICAL CODE, 2017 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL MECHANICAL CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION.

ENLARGED VICINITY MAP 289 County Road 83 (281) 289 Prosper, TX, 75078-8569 287 289 Dallas Mesqu 289 (67) W 1st St

APPROVED FOR CONSTRUCTION

PROPERTY OWNER OR REP LAND USE PLANNER NETWORK T-MOBILE BACKHAUI OPERATIONS CONSTRUCTION MANAGER

SHEET INDEX

TITLE SHEET (COVER PAGE)

OVERALL SITE PLAN ENLARGED SITE PLAN

EQUIPMENT COMPOUND PLAN

ELEVATION & ANTENNA LAYOUT

RFDS PLUMBING DIAGRAM

EQUIPMENT SPEC SHEET

F-1POWER PLAN

ELECTRICAL ONE-LINE DIAGRAM

GROUNDING PLAN

G-2GROUNDING DETAILS

GROUNDING DETAILS

CMU WALL DESIGN

PAD DETAILS

MASONRY NOTES

PROJECT SUMMARY:

SITE TYPE

EXISTING 99' LICHT POLE WITH EXISTING RELATED UNMANNED COMMUNICATION EQUIPMENT AT BASE OF TOWER

SITE INFORMATION

33.25853629* LONG: -96.803366 633' AMSL ELEV: JURISDICTION: COLLIN COUNTY OCCUPANCY: COLO UNMANNED CONSTRUCTION TYPE: LIGHT POLE

APPLICANT

T-MOBILE DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034

LANDLORD

TOWN OF PROSPER 250 WEST FIRST STREET PROSPER, TX 75078 CONTACT: CHUCK SPRINGER

CONTRACTORS:

A&E CONTRACTOR

ALLPRO CONSULTING GROUP, INC. 9221 LYNDON B. JOHNSON FREEWAY, SUITE 204 DALLAS, TX 75243 CONTACT: SHIQIANG ZHANG, P.E. OFFICE: 972-231-8893 FAX: 866-364-8375

TEXAS ONE CALL

CONTRACTOR TO CALL 48 HOURS BEFORE DIGGING! PHONE: 800-545-6005 INDEPENDENT LOCATORS TO BE USED ON ALL SITES



DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 0FFICE: (972) 464-3510



SUITE. 200 SAINT CHARLES, MO 63304 PHONE: 636-922-34 600 E. JOHN CARPENTER FWY STE 357 IRVING TX 75062

Item 11.

21-0860

DRAWN BY: DR/TS

CHECKED BY: S7

DESCRIPTION A 01/10/23 PRELIM CD 0 01/24/23 FINAL CD



9221 LYNDON B JOHNSON FWY IITE 204, DALLAS, TX 75243 PHONE: 972-231-8893 FAX: 866-364-8375 WWW.ALLPROCGI.COM FIRM NO. F-8242

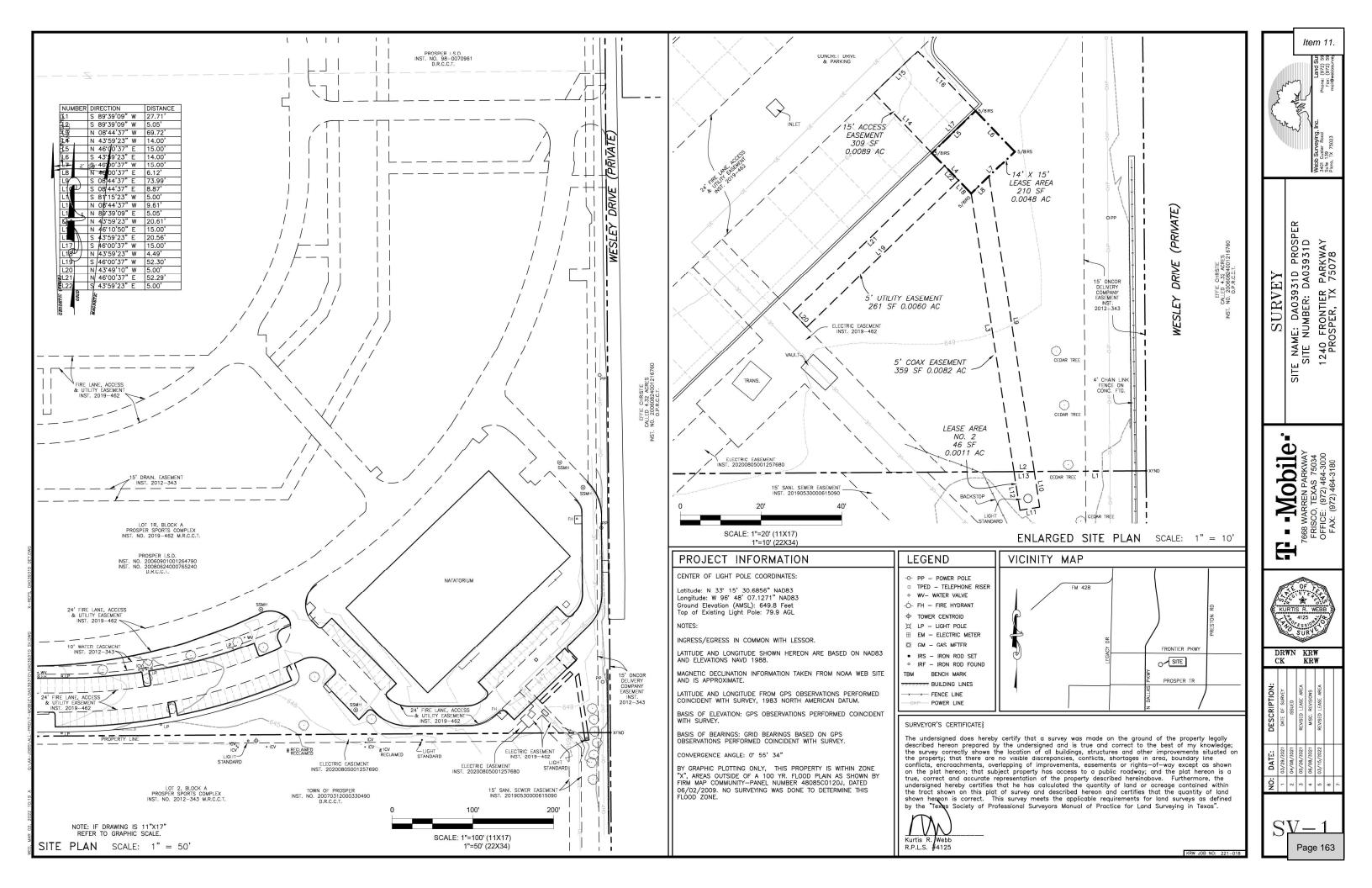


DA03931D

PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

TITLE SHEET



COMMENCING at a chiseled "x" set in concrete found for the southeast corner of said Lot 1R, also being the most easterly northeast corner of Lot 2. Block A. of Prosper Sports Complex an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 2012-343.

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2. South 89 degrees 39 minutes 09 seconds West, a distance of 32.76 feet to a Point;

THENCE through the interior of said Lot 1R. North 08 degrees 44 minutes 37 seconds West, a distance of 69.72 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof:

THENCE continuing through the interior of said Lot 1R the

- 1. North 43 degrees 59 minutes 23 seconds West, a distance of 14.00 feet to a 5/8" iron rod set with cap marked
- 2. North 46 degrees 00 minutes 37 seconds Fast, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WFRR-4125"
- 3. South 43 degrees 59 minutes 23 seconds East, a distance of 14.00 feet to a 5/8" iron rod set with cap marked "WFBB-4125":
- 4. South 46 degrees 00 minutes 37 seconds West, a distance of 15.00 feet to the POINT OF BEGINNING hereof and containing 0.0048 acres or 210 square feet of land, more

15' ACCESS FASEMENT

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019—462, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Prosper Independent School District by Instrument No. 20060901001264790, corrected by Instrument No 20080624000765240, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as

COMMENCING at a chiseled "x" set in concrete found for the southeast corner of said Lot 1R, also being the most easterly northeast corner of Lot 2, Block A, of Prosper Sports Complex an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 2012-343,

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 32.76 feet to a Point;

THENCE through the interior of said Lot 1R, the following two (2) courses:

- 1. North 08 degrees 44 minutes 37 seconds West, a distance of 69.72 feet to a 5/8" iron rod set with cap marked "WEBB-4125":
- 2. North 43 degrees 59 minutes 23 seconds West, a distance of 14.00 feet to the POINT OF BEGINNING hereof:

THENCE continuing through the interior of said Lot 1R the

- North 43 degrees 59 minutes 23 seconds West, a distance of 20.61 feet to a Point on the south line of an existing 24' fire lane, access, and utility easement as dedicated by said Replat Prosper Sports Complex;
- 2. Along said 24' fire lane, access, and utility easement, North 46 degrees 10 minutes 50 seconds East, a distance of 15.00 feet to a Point;
- 3. South 43 degrees 59 minutes 23 seconds East, a distance of 20.56 feet to a Point:
- 4. South 46 degrees 00 minutes 37 seconds West, a distance of 15.00 feet to the POINT OF BEGINNING hereof and containing 0.0089 acres or 309 square feet of land, more

5' UTILITY EASEMENT

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019-462, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Prosper Independent School District by Instrument No. 20060901001264790, corrected by Instrument No. 20080624000765240, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 32.76 feet to a Point;

THENCE through the interior of said Lot 1R the following two

- 1. North 08 degrees 44 minutes 37 seconds West, a distance of 69.72 feet to a 5/8" iron rod set with cap marked
- 2. North 43 degrees 59 minutes 23 seconds West, a distance of 4.49 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1R the following four (4) courses:

- 1. South 46 degrees 00 minutes 37 seconds West, a distance of 52.30 feet to a Point on the northeast line of an existing electric easement as dedicated by said Replat Prosper Sports Complex:
- 2. Along said existing electric easement, North 43 degrees 49 minutes 10 seconds West, a distance of 5.00 feet to a
- North 46 degrees 00 minutes 37 seconds East, a distance of 52.29 feet to a Point;
- 4. South 43 degrees 59 minutes 23 seconds Fast, a distance of 5.00 feet to the POINT OF BEGINNING hereof and containing 0.0060 acres or 261 square feet of land, more

5' COAX EASEMENT

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019—462, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Prosper Independent School District by Instrument No. 20060901001264790, corrected by Instrument No 20080624000765240, Deed Records, Collin County, Texas, and peing more particularly described by metes and bounds as

COMMENCING at a chiseled "x" set in concrete found for the southeast corner of said Lot 1R, also being the most easterly northeast corner of Lot 2, Block A, of Prosper Sports Complex an addition to the Town of Prosper, Collin County, Texas according to the plat thereof recorded in Volume 2012-343.

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2. South 89 degrees 39 minutes 09 seconds West, a distance of 27.71 feet to the

THENCE continuing along the south line of said Lot 1R, same being the most easterly north line of said Lot 2. South 89 degrees 39 minutes 09 seconds West, a distance of 5.05 feet

THENCE through the interior of said Lot 1R the following three

- 1. North 08 degrees 44 minutes 37 seconds West, a distance of 69.72 feet to a Point:
- 2. North 46 degrees 00 minutes 37 seconds East, a distance
- South 08 degrees 44 minutes 37 seconds East, a distance of 73.99 feet to the POINT OF BEGINNING hereof and containing 0.0082 acres or 359 square feet of land, more

LEASE AREA #2

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 2, Block A, Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 2012—343, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Town of Prosper by Instrument No. 20070312000330490. Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found for the southeast corner of Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument 2019-462, Map Records, Collin County, Texas, also being the most easterly northeast corner of said Lot 2:

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 27.71 feet to the POINT OF BEGINNING hereof:

THENCE through the interior of said Lot 2 the following three

- 1. South 08 degrees 44 minutes 37 seconds East, a distance of 8.87 feet to a Point:
- 2. South 81 degrees 15 minutes 23 seconds West, a distance of 5.00 feet to a Point;
- 3. North 08 degrees 44 minutes 37 seconds West, a distance

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, North 89 degrees 39 minutes 09 seconds East, a distance of 5.05 feet to the POINT OF BEGINNING hereof and containing 0,0011 acres or 46 square Surveyor's address to items relevant to survey as described in Report of Title prepared by US Title Solutions, 67571-TX2103-5039 effective date 03/15/2021

Easement by C. B. Shipley to Texas Power & Light Company, of Dallas, Texas, dated 11/19/1924 recorded 3/14/1925 in book

Right of Way by Virginia Shipley, a widow to Lone Star Gas Company, a Corporation, dated 8/15/1955 recorded 12/16/1955 in book 507 page 364. Does not affect the subject tract.

Easement by Prosper Independent School District to County of Collin, acting by and through Collin County Commissioners Court, dated 8/7/2000 recorded 9/6/2000 in Instrument No: 2000-0096880. Current right-of-way of Frontier Parkway; does not affect the subject tract.

Easement by William F. Ellis, Vice President Bank of America, N.A., Trustee of the Virginia C. Shipley Trust to TXU Gas Company, a corporation, dated 2/12/2002 recorded 4/4/2002 in Instrument No: 2002-0032402. Does not affect the subject tract.

Easement by William F. Ellis, Vice President Bank of America, N.A., Trustee, amnd Tommy Allen to CoServ Gas, Ltd., a Texas limited partnership, dated 3/6/2006 recorded 3/9/2006 in Instrument No: 20060309000306590. Does not affect the lease area, access easement, coax or utility easements shown hereon.

Easement by William F. Ellis, Vice President Bank of America N.A., Trustee, and Tommy Allen to CoServ Gas. Ltd., a Texas limited partnership, dated 3/6/2006 recorded 3/9/2006 in Instrument No: 20060309000306600. Does not affect the subject

Easement by Town of Prosper to Oncor Electric Delivery Company LLC, a Delaware limited liability company, dated 10/17/2017 recorded 11/27/2017 in Instrument No: 20171127001564720. Does not affect the subject tract

Easement by Prosper Independent School District to Grayson Collin Electric Cooperative, Inc., dated 7/28/2020 recorded 8/5/2020 in Instrument No :20200805001257680. Shown hereon; affects the utility easement shown hereon.

Prosper Sports Complex Lots 1 & 2, Block A dated 9/4/2012 recorded 9/20/2012 in Instrument No. 2012-343. Easements dedicated therein shown hereon.

Replat Prosper Sports Complex Lot 1R, Block A dated 6/27/2019 recorded 7/8/2019 in Instrument No. 2019-462. Easements dedicated therein shown hereon.

PROJECT INFORMATION

CENTER OF LIGHT POLE COORDINATES:

Latitude: N 33' 15' 30 6856" NAD83 Longitude: W 96* 48' 07.1271" NAD83 Ground Elevation (AMSL): 649.8 Feet Top of Existing Light Pole: 79.9 AGL

NOTES:

INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

CONVERGENCE ANGLE: 0° 55' 34"

BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS WITHIN ZONE AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0120J. DATED 06/02/2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

LEGEND

- -O- PP POWER POLE
- □ TPED TELEPHONE RISER
- WV- WATER VALVE
- -C- FH FIRE HYDRANT
- + TOWER CENTROID
- X LP LIGHT POLE
- ₩ EM ELECTRIC METER
- GM GAS MFTFR
- IRS IRON ROD SET
- IRF IRON ROD FOUND TBM BENCH MARK

BUILDING LINES -×----×-- FENCE LINE POWER LINE

SURVEYOR'S CERTIFICATE?

The undersigned does hereby certify that a survey was made on the ground of the property legally described hereon prepared by the undersigned and is true and correct to the best of my knowledge; the survey correctly shows the location of all buildings, structures and other improvements situated or the property; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on the plat hereon; that subject property has access to a public roadway, and the plat hereon is a true, correct and accurate representation of the property described hereinabove. Furthermore, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon and certifies that the quantity of land shown hereon is correct. This survey meets the applicable requirements for land surveys as defined by the "Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas".

R.P.L.S. #4125

VICINITY MAP FM 428 SITE PROSPER TE

Item 11.

PARKWAY 75078

NAME: DA03931D PROSP TE NUMBER: DA03931D FRONTIER OSPER, TX 1240 PR(SITE

URVEY

 $\overline{\Omega}$

0 -Mobile



DRWN KRW CK KRW

SV=2

HE PROPOSED SITE IS LOCATED IN FLOOD ZONE X, AERA OF MINIMAL FLOOD HAZARD, PER FEMA MAP# 48085C0120J EFFECTIVE ON 06/02/09. IF A PROFESSIONAL CONSULTANT HAS FINDING OF FLOODING/WETLANDS CONTACT ALLPRO CONSULTING GROUP, INC

SITE LAYOUT IS BASED ON ZONING DRAWINGS BY ALLPRO CONSULTING GROUP, INC ACGI#21-5315 DATED 03/23/22 AND SITE WALK BY ALLPRO CONSULTING GROUP, INC. ACGI#21-0857 DATED 03/23/21. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS.

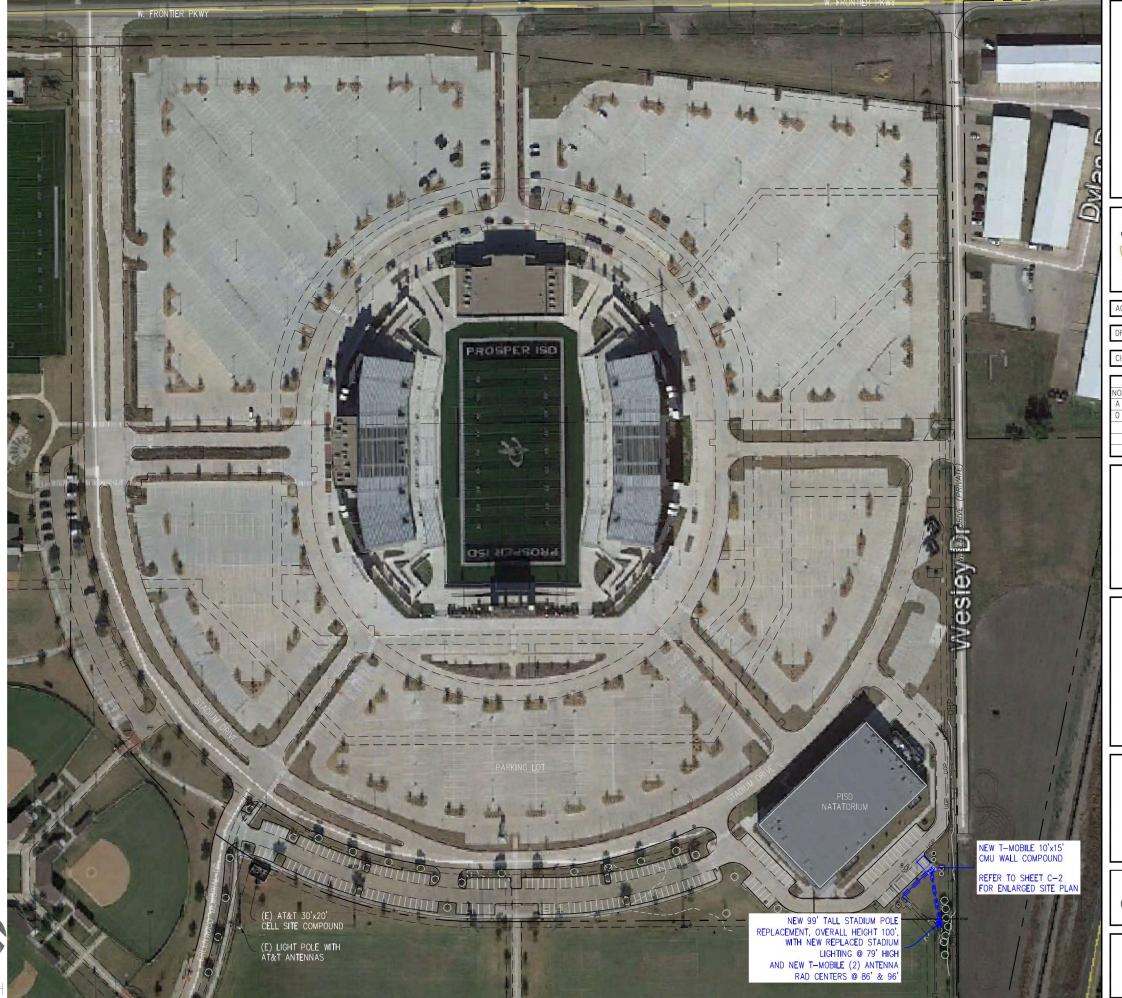
- PROPOSED BURIED OR OVERHEAD UTILITIES MUST BE CONTAINED WITHIN A DEDICATED UTILITY EASEMENT. ALL EXISTING AND NEW UTILITY EASEMENTS MUST BE VERIFIED PRIOR TO CONSTRUCTION. NO DIGGING OR TRENCHING SHALL BE ALLOWED WITHOUT PRIOR VERIFICATION OF EXISTING BURIED UTILITIES.
- 2. POWER & FIBER/TELCO SOURCES AND ROUTING TO BE FIELD
- 3. ALL UTILITY RUNS TO BE LOCATED WITHIN EASEMENT

NOTE: REFERENCE SURVEY BY WEBB SURVEYING, INC KRW JOB# 221-018 DATED 03/15/22. ALL PROPERTY LINES, UTILITIES AND EASEMENTS TO BE VERIFIED IN FIELD. DUE DILIGENCE SHALL BE DONE BY OTHERS BEFORE THE SITE IS BUILT AS SHOWN. IN CASE OF ANY CONFLICTS DUE TO PROPERTY LINES OR NEW EXPANSION ON AN EXISTING EASEMENTS OR DUE TO LANDLORD PREFERENCE FOR A DIFFERENT DESIGN, PLEASE CONTACT ALLPRO CONSULTING GROUP, INC FOR A REDESIGN BEFORE SITE IS BUILT.

CMU WALL/FOUNDATION DESIGN IS BY ALLPRO CONSULTING GROUP, INC ACGI# 22-4294 DATED 12/19/22.

LEGEND

- -O- PP POWER POLE
- □ TPED TELEPHONE RISER
- · WV- WATER VALVE - FH - FIRE HYDRANT
- + TOWER CENTROID
- X LP LIGHT POLE
- ⊞ EM − ELECTRIC METER GM - GAS METER
- IRS IRON ROD SET
- IRF IRON ROD FOUND
- TBM BENCH MARK BUILDING LINES
- FENCE LINE OHP POWER LINE



Item 11.

DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510



SUITE. 200 SAINT CHARLES, MO 63304 PHONE: 636-922-3400 600 E. JOHN CARPENTER FWY. STE 357 IRVING, TX 75062 PHONE: 972-717-780

21-0860

ACGI NO:

DRAWN BY: DR/TS

CHECKED BY:

REVISIONS DESCRIPTION A 01/10/23 PRELIM CD



9221 LYNDON B JOHNSON FWY SUITE 204, DALLAS, TX 75243 PHONE: 972-231-8893 FAX: 866-364-8375 WWW.ALLPROCGI.COM FIRM NO. F-8242



DA03931D

PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE

OVERALL SITE PLAN

HE PROPOSED SITE IS LOCATED IN FLOOD ZONE X, AERA OF MINIMAL FLOOD HAZARD, PER FEMA MAP# 48085C0120J EFFECTIVE ON 06/02/09. IF A PROFESSIONAL CONSULTANT HAS FINDING OF FLOODING/WETLANDS CONTACT ALLPRO CONSULTING GROUP, INC

SITE LAYOUT IS BASED ON ZONING DRAWINGS BY ALLPRO CONSULTING GROUP, INC ACGI#21-5315 DATED 03/23/22 AND SITE WALK BY ALLPRO CONSULTING GROUP, INC. ACGI#21-0857 DATED 03/23/21. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS.

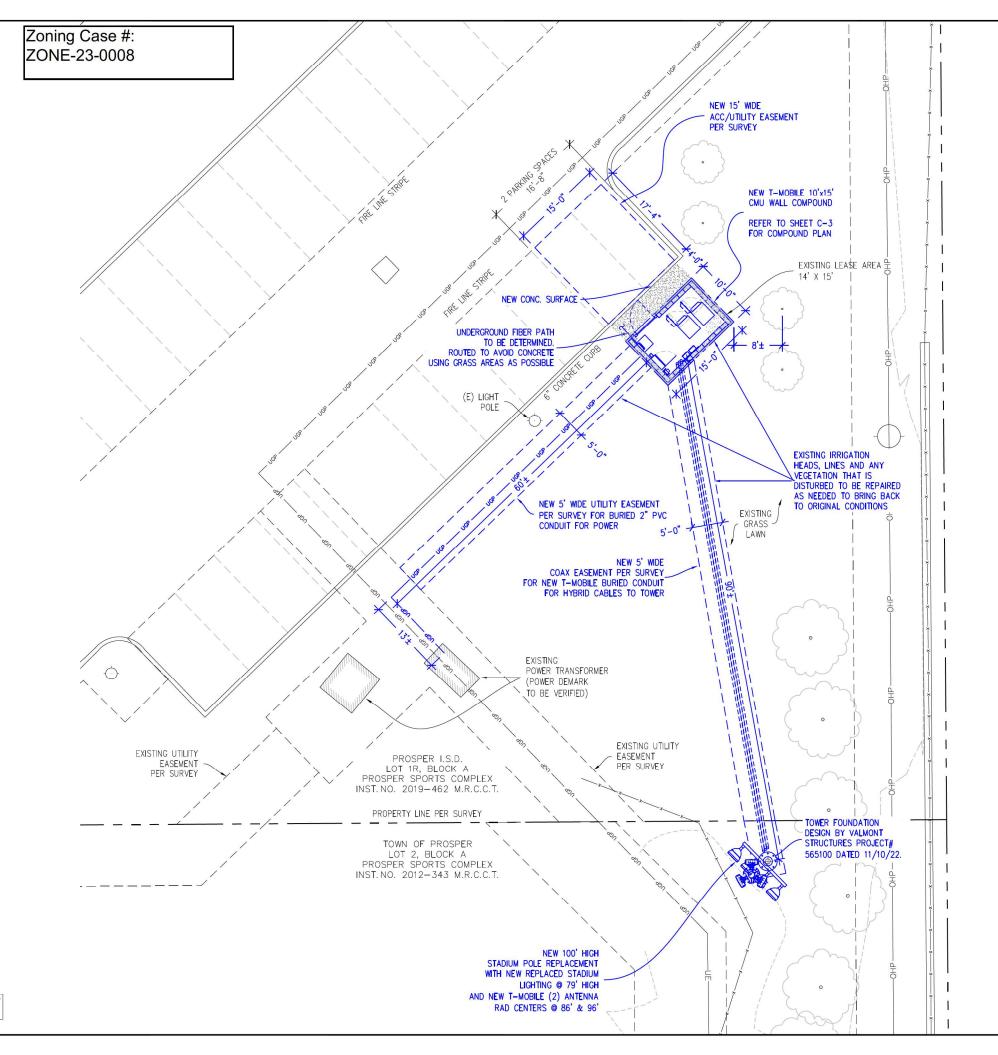
- PROPOSED BURIED OR OVERHEAD UTILITIES MUST BE CONTAINED WITHIN A DEDICATED UTILITY EASEMENT. ALL EXISTING AND NEW UTILITY EASEMENTS MUST BE VERIFIED PRIOR TO CONSTRUCTION. NO DIGGING OR TRENCHING SHALL BE ALLOWED WITHOUT PRIOR VERIFICATION OF EXISTING BURIED UTILITIES.
- 2. POWER & FIBER/TELCO SOURCES AND ROUTING TO BE FIELD
- 3. ALL UTILITY RUNS TO BE LOCATED WITHIN EASEMENT

NOTE: REFERENCE SURVEY BY WEBB SURVEYING, INC KRW JOB# 221-018 DATED 03/15/22. ALL PROPERTY LINES, UTILITIES AND EASEMENTS TO BE VERIFIED IN FIELD. DUE DILIGENCE SHALL BE DONE BY OTHERS BEFORE THE SITE IS BUILT AS SHOWN. IN CASE OF ANY CONFLICTS DUE TO PROPERTY LINES OR NEW EXPANSION ON AN EXISTING EASEMENTS OR DUE TO LANDLORD PREFERENCE FOR A DIFFERENT DESIGN, PLEASE CONTACT ALLPRO CONSULTING GROUP, INC FOR A REDESIGN BEFORE SITE IS BUILT.

CMU WALL/FOUNDATION DESIGN IS BY ALLPRO CONSULTING GROUP, INC ACGI# 22-4294 DATED 12/19/22.

LEGEND

- -O- PP POWER POLE
- □ TPED TELEPHONE RISER
- WV- WATER VALVE - FH - FIRE HYDRANT
- + TOWER CENTROID
- X LP LIGHT POLE ⊞ EM − ELECTRIC METER
- GM GAS METER
- IRS IRON ROD SET ○ IRF - IRON ROD FOUND
- ТВМ BENCH MARK
- BUILDING LINES
- FENCE LINE OHP POWER LINE







SUITE 200 SAINT CHARLES, MO 63304 PHONE: 636-922-340 600 E. JOHN IRVING, TX 75062 PHONE: 972-717-780

ACGI NO: 21-0860

DRAWN BY: DR/TS

CHECKED BY:

REVISIONS DESCRIPTION A 01/10/23 PRELIM CD 0 01/24/23 FINAL CD



9221 LYNDON B JOHNSON FWY SUITE 204, DALLAS, TX 75243 PHONE: 972-231-8893 FAX: 866-364-8375 WWW.ALLPROCGI.COM FIRM NO. F-8242



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PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE

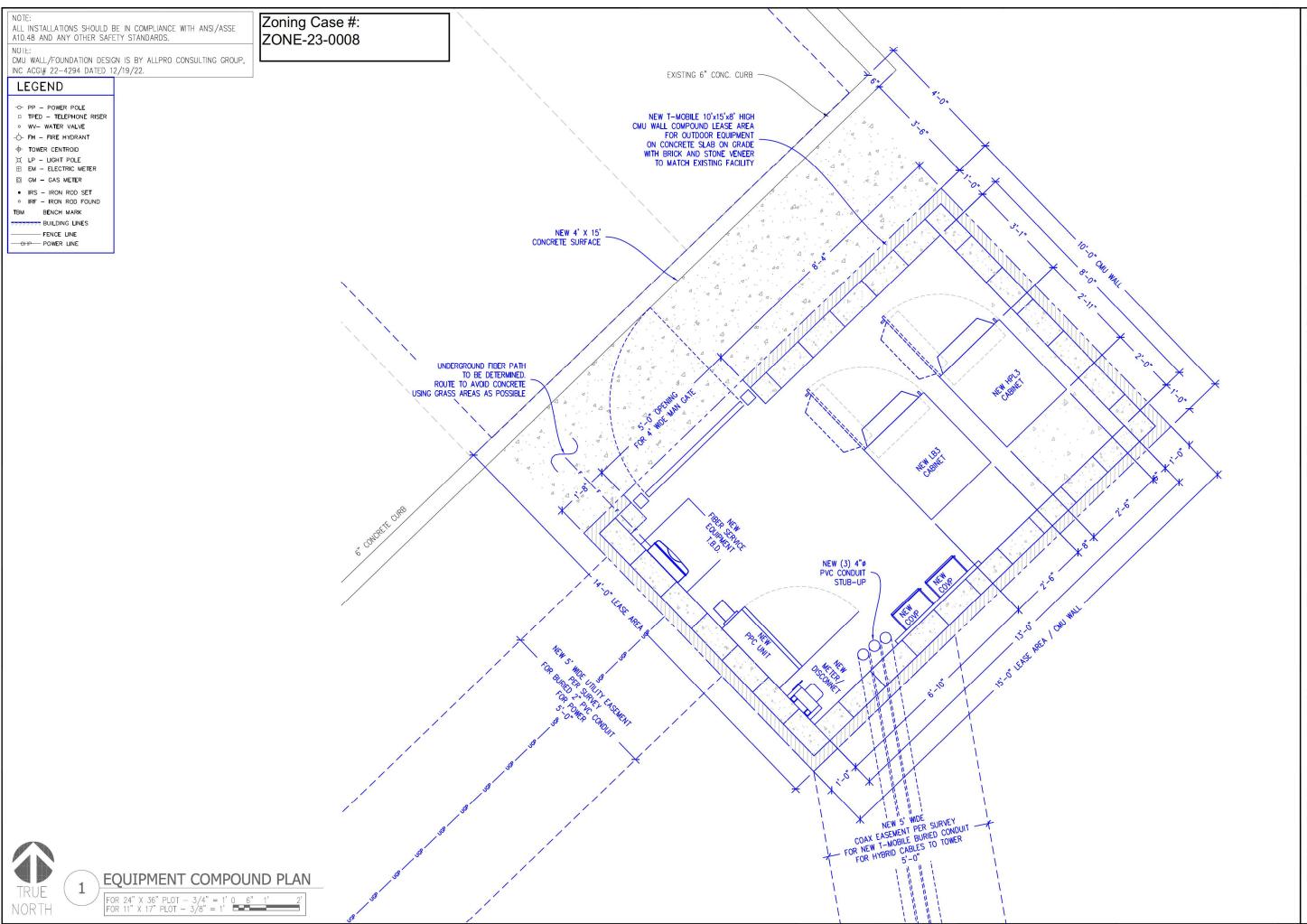
ENLARGED SITE PLAN





ENLARGED SITE PLAN

FOR 24" X 36" PLOT - 1/8" = 1' FOR 11" X 17" PLOT - 1/16" = 1'



Item 11.

DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510

SUITE. 200 SAINT CHARLES, MO 63304 PHONE: 636-922-3400 600 E. JOHN CARPENTER FWY. STE 357 IRVING, TX 75062 PHONE: 972-717-7802

ACGI NO: 21-0860

DRAWN BY: DR/TS

CHECKED BY:

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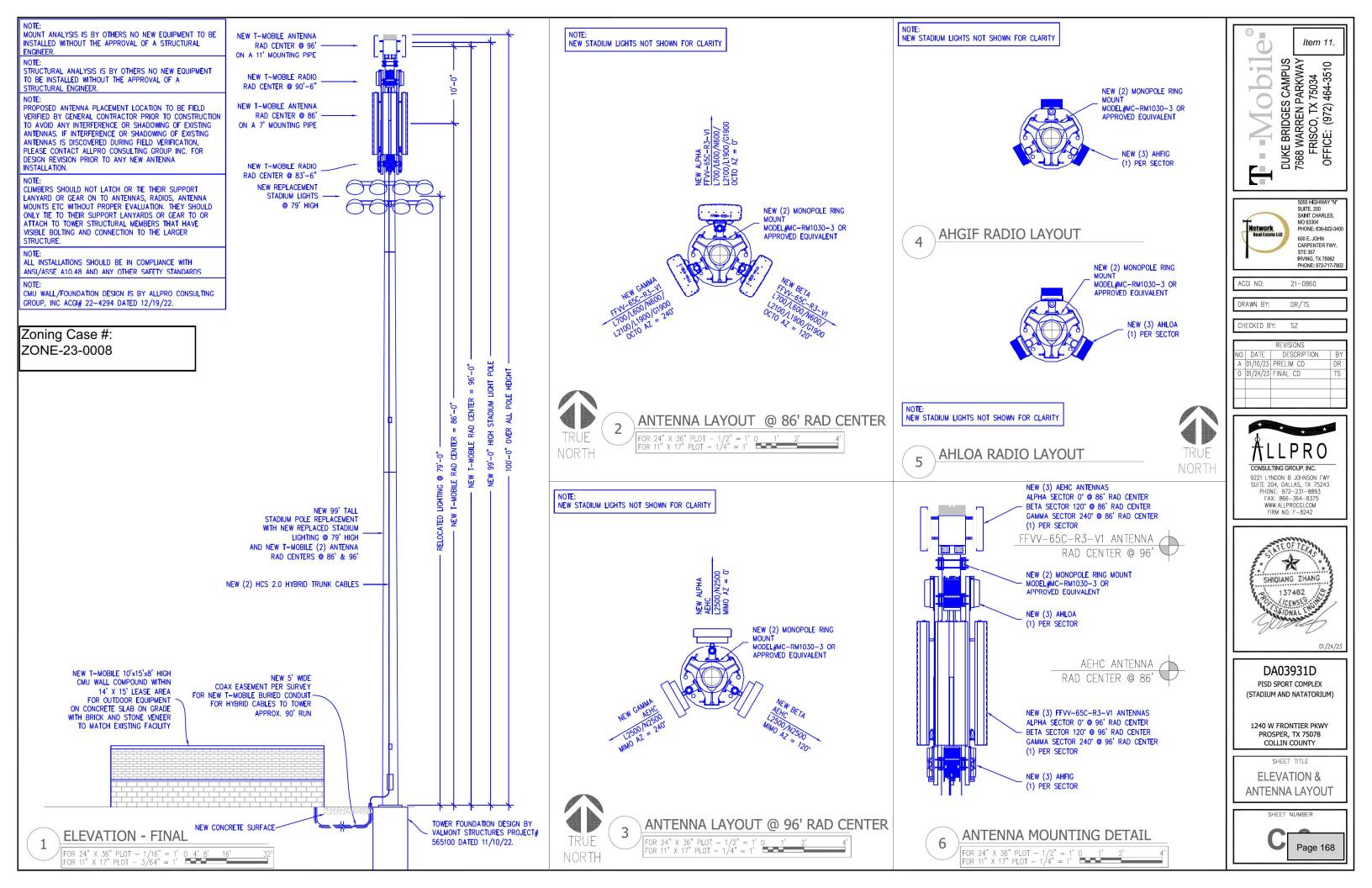
PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE

EQUIPMENT COMPOUND PLAN





		Section 1 - Site Inform	nation		
Site ID: DA0393	1D	Site Name: DA03931D	Latitude: 33,258	53629	Coverage 1
Status: Final Version: 1		Site Class: Light Pole Site Type: Structure Non Building	Longitude: -96.8 Address:		Antenna
Project Type: M	arket Infill 8/2023 12:23:28 PM	Plan Year: 2021 Market: DALLAS TX	City, State: <uno Region: SOUTH</uno 		Antenna M
Approved By: M	IILIND.GANDHI6@T-MOBILE.COM 01/18/2023 12:23:28 PM	Vendor: Nokia Landlord: City of Prosper	Region. 000 III		Azimuth
	: MILIND.GANDHI6@T-MOBILE.COM	Cardiord. City of Prosper			M. Tilt
RAN Template: 5	6790EAH_SR_T	AL Tem	plate: 56790EAH_SR_T		Height (ft)
Sector Count: 3	Antenna Count: 6	Coax Line Count: 0	TMA Count: 0	RRU Count: 6	Ports
<u> </u>		Proposed RAN Equip			Active Tech
Enclosure	1	2	3	4	-
Enclosure Type	Tower Top Mount (Nokia)	Purcell HPL3 600A Site Support	Ancillary Equipment (Nokia)	Purcell LB3 Battery Cabinet (4	Dark Tech
201700.4	(Note: Top Modific (Notice)	Cabinet	Anciliary Equipment (Notice)	strings)	
Radio	AHFII (x 3) AHLOA (x 3) N600				Coverage 1
	N2100 (DARK) L600 L1900 L700				Antenna
	L2100				Antenna Me
Baseband		ASIA ASIL ASIL			Azimuth
		L600 N600 N2500 N2500			M. Tilt
		L1900 (N2*00 (DARK))			Height (ft)
Baseband Submodule		ABIA (x2) ABIA ABIL			Ports
Gasmodaic		L1900 L600 N600 L2100 L700 ABU (2)			Active Tech
		N1900			Dark Tech
		(N2100 (DARK))			Daik lecil
		N2500			Coverage 1
Power subsystem				Batteries *Select size*	Antenna
				Breakers *Select size* Rectifier Shelf *Select size*	Antenna M
Transport System				Rectiller Shell Select 929	Azimuth
Hybrid Cable		CSR IXRe V2 (Gen2)			M. Tilt
System	Nokia HCS 2.0 Jumper Cable Airscale *Select Length* (x 9)	Extra Amplifier Module for Raycap PowerPlus Voltage Booster	Nokia HCS 2.0 Trunk *Select Length* (x2)		Height (ft)
		Raycap PowerPlus S2 Voltage Booster w/ 2 Modules (Only compatible with HCS 1.0/2.0)			Ports
Junction Box		companie marrios nazio	Nokia HCS 2.0 Tower Junction Box		Active Tech
			(x 2)		_
RAN Scope of Wor	k:				Dark Tech
		nd 96 RAD for AEHC Antenna, approved	by RF and to match with CD.		
	Supdated with Purcell Cabinets and Ray updated to swap ASIB to ASIA.	cap voltage booster.			
	updated to PH2Y config.				
	updated with the latest Voltage Booster N	Module (Delta Booster)			
1/25//2021 Market Infill POR					
Equipment on top: (3) FFVV-65C- R3-	\/1. (2) AEHC				
(3) AHFIG + (3) AH	HLOA				
(2) HCS 2.0 trunk (9) HCS 2.0 jumpe Note:		will need a Voltage beest-			
(3) AEHC will conn	HLOA will connect to 1st HCS 2.0, which lect to 2nd HCS 2.0	wiii пееа a voitage pooster.			
TX/RX frequencies Block - 600 Downli	s: ink (MHz) Uplink (MHz)				
617-627 663-673 Block - 700 Downli	ink (MHz) Uplink (MHz)				
729-734 699-704 Block - PCS Down 1945-1965 1865-1	link (MHz) Uplink (MHz) 885				
Block - AWS Down	link (MHz) Uplink (MHz) 155 1710-1715, 1735-1755 MHz) Uplink (MHz)				
Anchor Downlink (I	MHZ) Uplink (MHZ)				11

		Sec	tor 1 (Propose	d) view from fr	ont (Note: the	images show view from behind)
	Coverage Type	A - Outdoor Macro				
	Antenna	1				2
	Antenna Model	Commscope - FF	W-65C-R3-V1 (Oct	0)		(AEHC (Active Antenna - Massive MIMO)
	Azimuth	0				0
	M. Tilt	0				0
	Height (ft)	[86]				96
	Ports	P1	P2	P3	P4	P5
	Active Tech	[L700] [L600]	[L700] [L600]	L2100 (L1900)	[L2100] [L1900]	(N2500)
_		N600	N600	N1900	N1900	
	Dark Tech			N2100)	N2100	
		Sec	tor 2 (Propose	d) view from fr	ont (Note: the i	images show view from behind)
	Coverage Type	age Type (A - Outdoor Macro)				
	Antenna	1				2
	Antenna Model	Commscope - FF	VV-65C-R3-V1 (Oct	0)]		AEHC (Active Antenna - Massive MIMO)
	Azimuth	120				120
	M. Tilt	0				0
	Height (ft)	(66)				99
_	Ports	P1	P2	P3	P4	P5
	Active Tech	[L700] [L600]	(L700) (L600)	L2100 L1900	L2100 (L1900)	N2500)
		N600	N600	N1900	N1900	14200
	Dark Tech			N2100	N2100	
	Sector 3 (Proposed) view from front (Note: the images show view from behind)					
_	Coverage Type	A - Outdoor Macro	-		• • • • • • • • • • • • • • • • • • • •	·
	Antenna		,	l		2
	Antenna Model	Commscope - FF	VV-65C-R3-V1 (Oct	0)		AEHC (Active Antenna - Massive MIMO)
	Azimuth	[240]				240
	M. Tilt	0				0
	Height (ft)	_				
	Ports	86 P1	P2	P3	P4	[96] P5
_	Active Tech					
		(L700) (L600) (N600)	(L700) (L600) (N600)	(L2100) (L1900) (N1900)	L2100 (L1900) N1900	N2500)
		[[[]	(1000)	(1,1900)	[11000]	I .

N2100

N2100

Item 11.

DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510



SUITE, 200 SAINT CHARLES, MO 63304 PHONE: 636-922-3400 600 E. JOHN CARPENTER FWY. STE 357 IRVING, TX 75062 PHONE: 972-717-7802

ACGI NO:

DRAWN BY: DR/TS

21-0860

CHECKED BY: SZ

| REVISIONS | NO | DATE | DESCRIPTION | A | 01/10/23 | PRELIM CD | 0 | 01/24/23 | FINAL CD |



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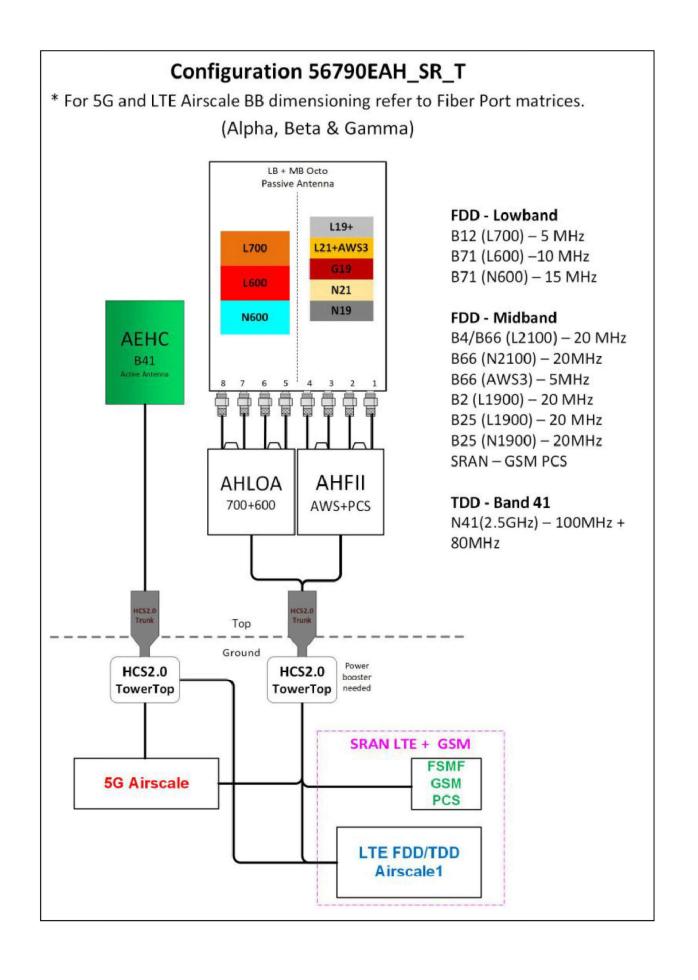
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PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE

RFDS





DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510

Item 11.



5055 HIGHWAY "N" SUITE, 200 SAINT CHARLES, MO 63304 PHONE: 636-922-3400 600 E. JOHN CARPENTER FWY. STE 357 IRVING, TX 75062 PHONE: 972-717-7802

ACGI NO: 21-0860

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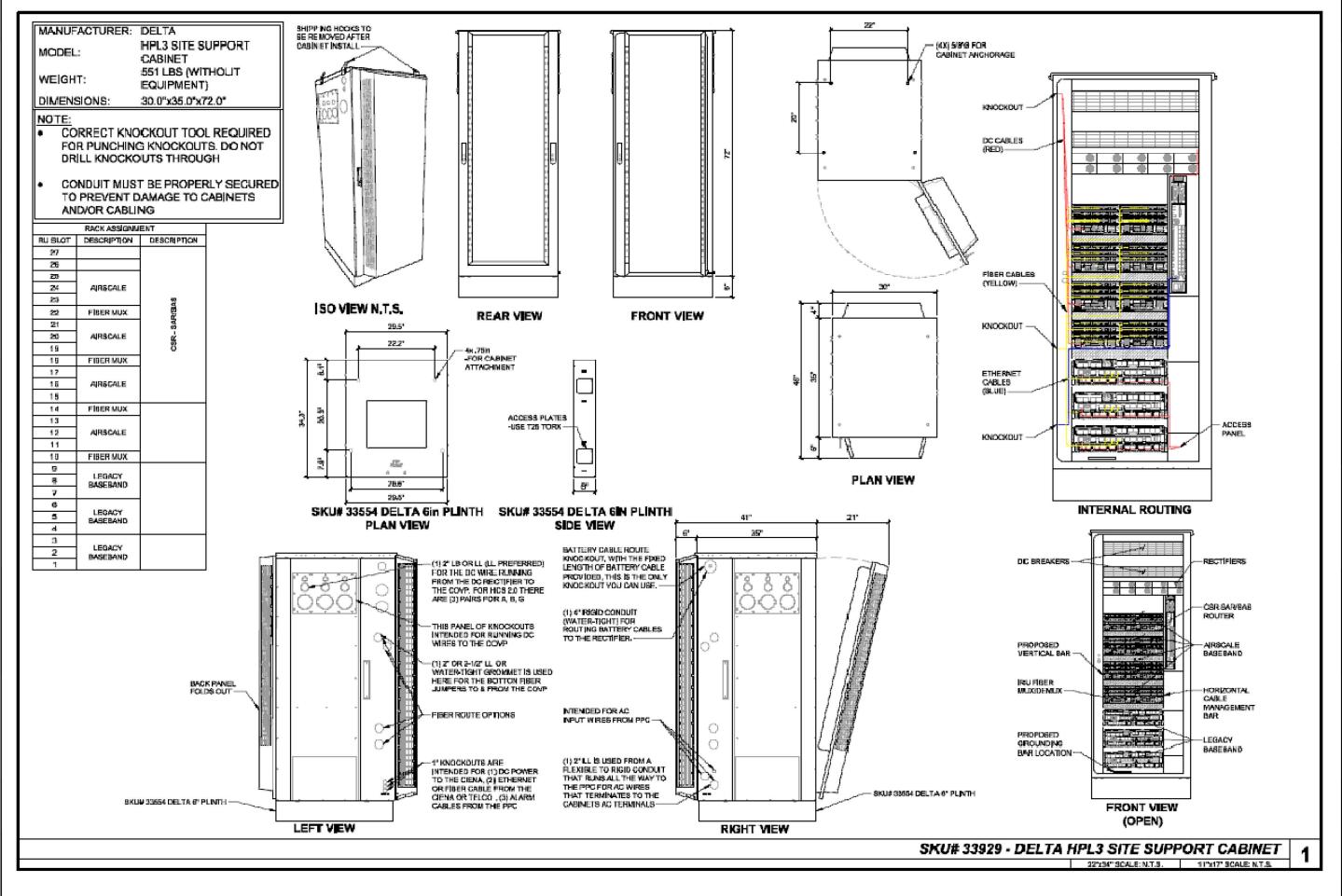
PISD SPORT COMPLEX
(STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE

RFDS PLUMBING DIAGRAM

SHEET NUMBER



DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 0FFICE: (972) 464-3510



SUITE. 200
SAINT CHARLES,
MO 63304
PHONE: 636-922-3400
600 E. JOHN
CARPENTER FWY.
STE 357
IRVING, TX 75062
PHONE: 972-717-7800

ACGI NO: 21-0860

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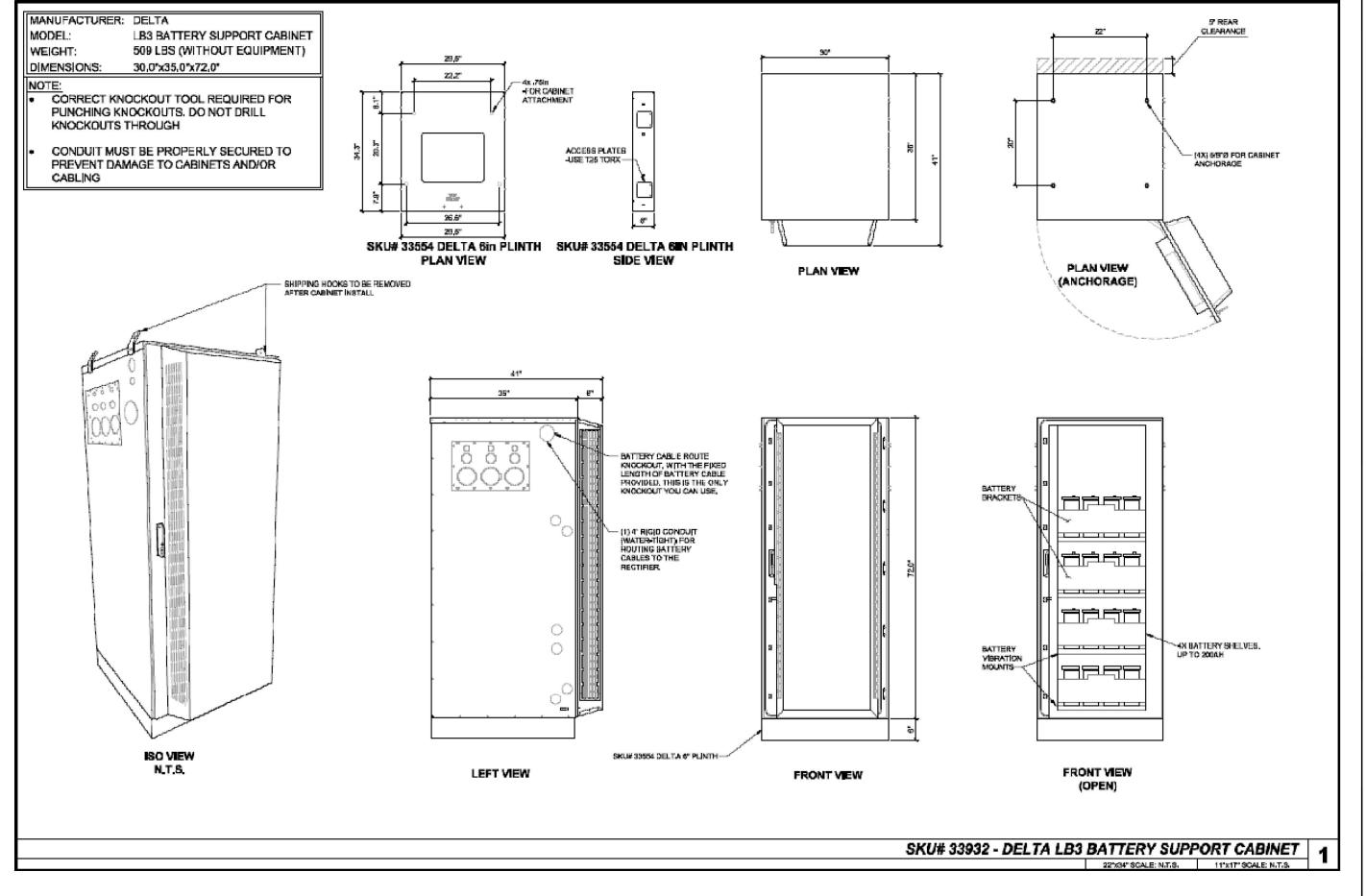
PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

> EQUIPMENT SPEC SHEET

SHEET NUMBE

C Page 171



DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510



SUITE. 200
SAINT CHARLES,
MO 63304
PHONE: 636-922-3400
600 E. JOHN
CARPENTER FWY.
STE 357
IRVING, TX 75062
PHONE: 972-717-7802

ACGI NO: 21-0860

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SONDETHING AND FWY SUITE 204, DALLAS, TX 75243 PHONE: 972–231–8893 FAX: 866–364–8375 WWW.ALLPROCGI.COM FIRM NO. F–8242



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PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE
EQUIPMENT
SPEC SHEET

SHEET NUMBE

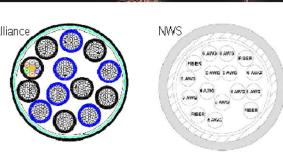


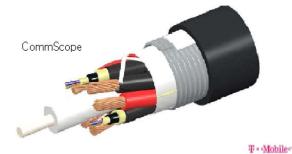
Trunk Cable General Specifications (6AWG)>250'

T-Mobile Internal

Characteristics	Alliance	CommScope	NWS
Outer Diam.	1.46"	1.55"	1.48"
Weight	1.61 lb/ft	1.71 lb/ft	1.61 lb/ft
Min. Bend Rad	14.6"	18.6"	21.5"
DC Conductors	12×6AWG	12x6AWG	12×6AWG
Armor	Corrugated Cu	Corrugated Al	Cu tape, PVC
Conductor Termination	None	None	None
Single-Mode Fibers	48	48	48
Fiber Termination	LC pair	LC pair	LC pair

Slide / 13





Characteristics	Alliance	CommScope	NWS
Dimensions, in.	9.3x14.9x5.8	6.7x16.9x4.7	10.2×16.0×3.2
Weight	1.61 lb/ft	0.970 lb/ft	1.61 lb/ft
Port Interface	Senko U	Senko U	Senko U
Hybrid Ports	12	12	12
Conductor Termination	None	None	None
Single Mode Fibers	48	48	48
Fiber Termination	LC pair	LC pair	LC pair
Max RRU	12	12	12



Note: Permanently attached to trunk cable, not field removable

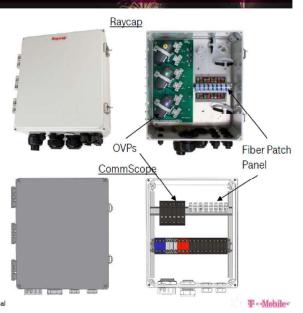
Airscale Hybrid Jumper Trunk Cable (Raycap version shown) Bottom Junction Box shown)

Bottom Junction Box General Specifications

Characteristics	CommScope	Raycap
Dimensions	14"x16"x8"	14"x16"x8"
Weight	23.5 lb	21.9 lb
OVP, IEC 61643-1	24"	Class I SPD (3)
UL Rating		1449, 4 th Ed.
OVP Monitoring	Dry contact	Dry contact
Fiber Patch Panel	24 LC pairs	24 LC pairs
Environmental Rating	IP67	IP66
Operating Temperature	-40 °C to +75 °C	-40 °C to +80 °C

T-Mobile Internal

Slide / 16



DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510



SUITE. 200 SAINT CHARLES, MO 63304 PHONE: 636-922-3400 600 E. JOHN CARPENTER FWY. STE 357 IRVING, TX 75062 PHONE: 972-717-7802

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9221 L'YNDON B JOHNSON FWY SUITE 204, DALLAS, TX 75243 PHONE: 972—231—8893 FAX: 866—364—8375 WWW.ALLPROCGI.COM FIRM NO. F—8242



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PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

> EQUIPMENT SPEC SHEET

SHEET NUMBER

AirScale Dual RRH 4T4R B12/71 240W AHLOA



1 © Nokia 2017 Confidential

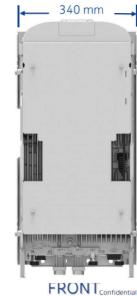
Supported Frequency bands	3GFP Band 12/71
Frequencies	Band 12 adjusted: UL 698 - 716 MHz, DL 728 - 746 MHz Band 71: UL 663 MHz - 698 MHz, DL 617 MHz - 652 MHz
Number of TX/RX paths/pipes	4 pipes; 2T2R, 2T4R, 4T4R for both bands
Instantaneous Bandwidth IBW	17 MHz for B12 and 35MHz for B71 1 MHz below B12 NB IoT future use
Occupied Bandwidth OBW	UL 53MHz contiguous DL B12 17MHz + 1 MHz NB IoT future use, B71 35MHz
Output Power	60W per TX shared between bands
Supply Voltage / Range	DC-48 V / -36 V to -60 V
Typical Power Consumption	64CW [ETSI Busy Hour Load at 4TX@60W
	45CW [ETSI Busy Hour Load at 4TX@20W
Antenna Ports	4 ports, 4.3-10+
Optical Ports	2 x CPRI 9.8 Gbps
ALD Control Interfaces	AISG3.0 and RET (DC on ANT 1 & ANT 3)
Other Interfaces	External Alarm MDR-26 (4 inputs, 1 Output) DC Circular Power Connector
Physical	560 mm x 308 mm x 189 mm Approximately 38kg with no covers or brackets
Operating Temperature Range	-40°€ to 55°€ (with no solar load)
Surge Protection	Class II 5A
Installation Options	Pole Wall Book Mount

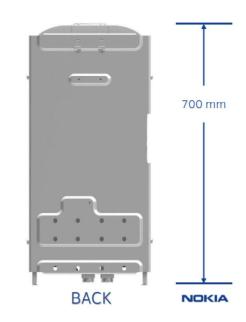
DRAFT

NOKIA

Full Dimensions of AHFIG Preliminary Values







FFVV-65C-R3-V1

8-port sector antenna, 4x 617-894 and 4x 1695-2690 MHz, 65° HPBW, 3x RET



General Specifications

Sector Multiband Light gray Effective Projective Area (EPA), frontal 0.99 m² | 10.656 ft² Effective Projective Area (EPA), lateral 0.33 m² | 3.552 ft²

RF connector inner conductor and body grounded to reflector and

mounting bracket

Outdoor usage Fiberglass, UV resistant Low loss circuit board

Aluminum 4.3-10 Female RF Connector Quantity, low band RF Connector Quantity, total Remote Electrical Tilt (RET) Information, General

8-pin DIN Female | 8-pin DIN Male RET Interface

RET Interface, quantity 1 female | 1 male

Dimensions

640 mm | 25.197 in Width 235 mm | 9.252 in

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AEHC AirScale MAA 64T64R 192AE n41 240W

Preliminary Technical datasheet

Specification	3 GPP/FCC compliant, TDD
Frequency range	2496 - 2690 MHz
Max. supported modulation	256 QAM
Number of TX/RX paths	64T / 64R
MIMO streams	16
Instantaneous bandwidth IBW	194 MHz
Occupied bandwidth OBW	194 MHz
Total average EIRP	79.3 dBm
Max. output power per TRX	3.75 W / TRX (240 W total)
Antenna configuration	12 rows, 8 columns, 2 (±45° X-polarized)
Max. Antenna gain	25.5dBi
Horizontal beamwidth	15° (boresight)
Vertical beamwidth	6° (boresight)
Horizontal coverage angle	±45° (3 dB), ±60° (5 dB)
Vertical steering angle	±6°
Dimensions	TBD:900 mm (H) x 580 mm (W) x 210 mm (D)
Volume /Windward area	TBD:<110 L /<0.6m2
Weight	<45kg (without mounting brackets)
Supply voltage / Connector type	DC -40.5 V57 V / 2 pole connector
Power consumption	900 W typical (75% DL duty cycle, 30% RF load)



Optical ports	4 x SFP28, 10/25GE eCPRI (with R2CT)
Other interfaces / Connector type	Control AISG RF monitor port / SMA Female External Alarms / MDR26 status LED
Operational temperature range	-40 °C +55 °C
Cooling	Natural convection cooling
Ingress protection class	IP65
Installation options	Pole / Wall, ± 5° vertical adjustment
Surge protection	Class II 20 kA

Item 11.

DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510



SUITE. 200 SAINT CHARLES, MO 63304 PHONE: 636-922-3400 600 E. JOHN CARPENTER FWY. STE 357 IRVING, TX 75062 PHONE: 972-717-7802

ACGI NO: 21-0860

DRAWN BY: DR/TS

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REVISIONS			
NO	DATE	DESCRIPTION	BY
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9221 LYNDON B JOHNSON FWY SUITE 204, DALLAS, TX 75243 PHONE: 972–231–8893 FAX: 866–364–8375 WWW.ALLPROCGI.COM FIRM NO. F-8242



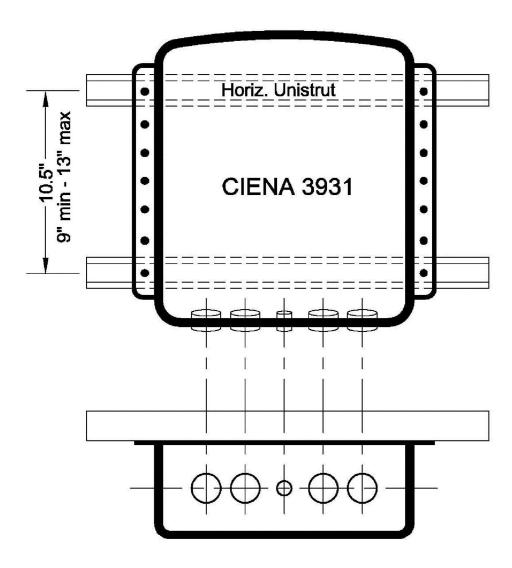
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PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY COLLIN COUNTY

SHEET TITLE **EQUIPMENT** SPEC SHEET





Note: If horizontal Unistrut distance exceeds 13", the Ciena 3931 may be mounted on an H-Frame.

System Weight

Before you start, ensure that the mounting surface is capable of supporting the weight of the system. The weight of the various components of the 3931 is described in 39XX/51XX *Product Fundamentals*. Table 2-1 summarizes the weight of the mounting kits.

Table 2-1 Mounting System Weight Summary

Component	Weight (lbs)	Weight (kg)
H-Frame Mounting Kit	3.90	1.77
Pole Mount Kit	9.77	4.43
3931 (with all internal components)	28.5	12.96

Chassis Size

The size of the 3931 enclosure and attached mounting bracket are summarized in Table 2-2.

Table 2-2 3931 Dimension Summary

Dimension	Size (inches)	Size (cm)	
Width	16.8	42.67	
Height	17	43.18	
Depth	7	17.78	
Door clearance	17.5	44.45	

Note: The chassis should be mounted a minimum of 2 feet 6 inches (76.2 cm) above grade.

Mounting Height Requirement

The unit should be installed so that the bottom of the 3931 is at least 2 feet 6 inches (76.2 cm) above grade.





PHONE: 972-717

DRAWN BY: DR/TS

CHECKED BY: SZ

		REVISIONS	
NO	DATE	DESCRIPTION	BY
Α	01/10/23	PRELIM CD	DR
0	01/24/23	FINAL CD	TS





DA03931D

PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

EQUIPMENT SPEC SHEET

SHEET NUMBER



MOUNT ANALYSIS IS BY OTHERS NO NEW EQUIPMENT TO BE INSTALLED WITHOUT THE APPROVAL OF A STRUCTURAL

MC-RM1030-3



Universal Ring Mount, 10 in to 30 in OD

Product Classification

Product Type Universal ring mount

General Specifications

Mounting Monopole, 254-762 mm (10-30 in) OD

Pipe, quantity Sectors, quantity

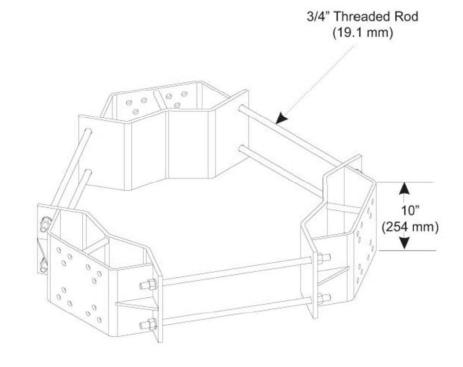
Dimensions

254 mm | 10 in Height 152.4 mm | 6 in Length Mounting Diameter, maximum 762 mm | 30 in Mounting Diameter, minimum 254 mm | 10 in **Pipe Outer Diameter** 0 mm | 0 in

Mounting Circumference, maximum 2,392.68 mm | 94.2 in **Mounting Circumference, minimum** 797.56 mm | 31.4 in

MC-RM1030-3

Outline Drawing



Material Specifications

Material Type Hot dip galvanized steel

Mechanical Specifications

Wind Rating 140 mph (BWS) at 150 ft AGL | 160 mph (3-second gust) at 150 ft AGL using Exposure D

per FBC

Wind Rating Criteria Four 72 in x 8 in panel antennas per sector

Wind Rating Test Method TIA/EIA-222

Packaging and Weights

Included Mount | Threaded rod

Packaging quantity

Weight, net 86.319 kg | 190.3 lb

Page 2 of 3

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Page 1 of 3

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DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 0FFICE: (972) 464-3510

SUITE, 200 SAINT CHARLES, MO 63304 PHONE: 636-922-344

600 E. JOHN CARPENTER FWY. STE 357 IRVING, TX 75062 PHONE: 972-717-78

REVISIONS DESCRIPTION A 01/10/23 PRELIM CD



9221 LYNDON B JOHNSON FWY SUITE 204, DALLAS, TX 75243 PHONE: 972—231—8893 FAX: 866—364—8375 WWW.ALLPROCGI.COM FIRM NO. F-8242

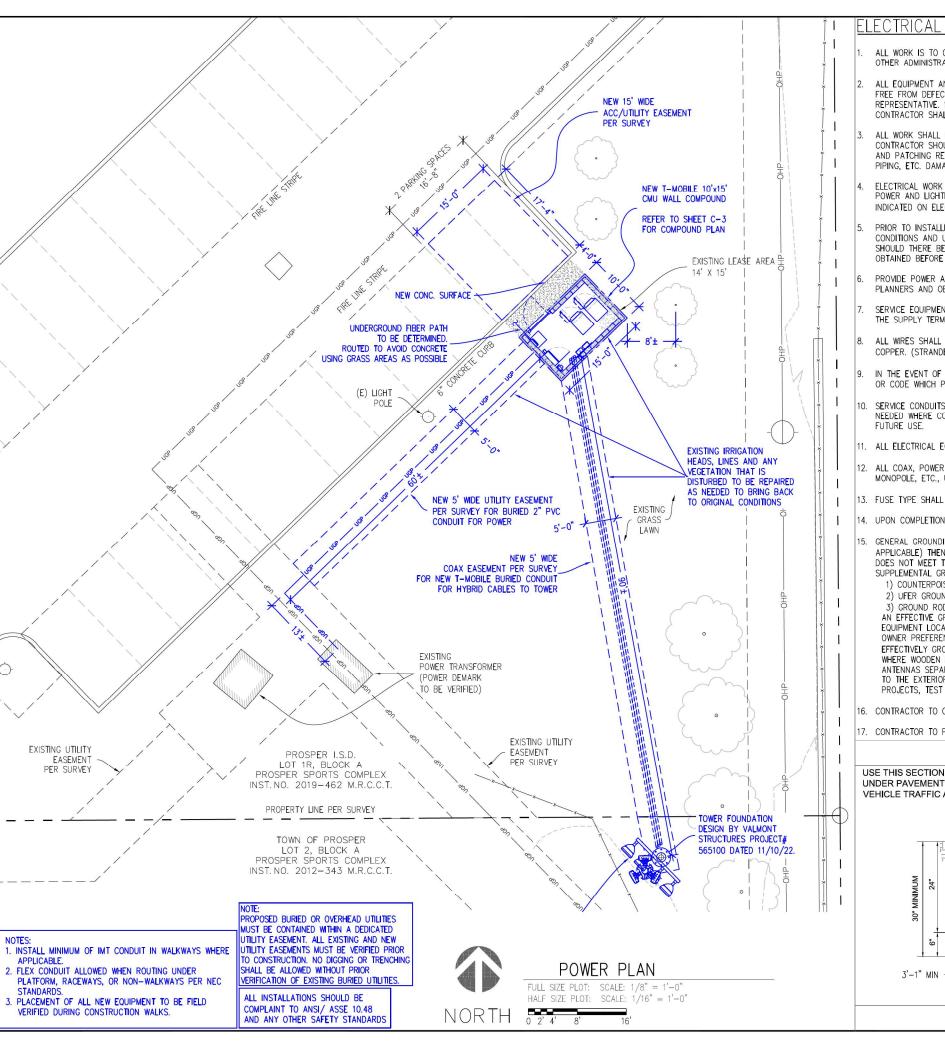


DA03931D PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

ANTENNA MOUNT **SPECIFICATION**





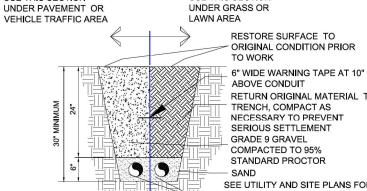
ELECTRICAL NOTES

- ALL WORK IS TO COMPLY WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (N.E.C.) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.
- ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE UNDERWRITERS LABORATORIES (U.L.) LISTED, NEW FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER
- ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED.
 CONTRACTOR SHOULD AVOID DAMAGE TO EXISTING UTILITIES WHEREVER POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING
 AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO MATCH EXISTING CONDITIONS.
- ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUIT, CONTROL WIRING, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS AND/OR AS REQUIRED BY GOVERNING CODES.
- PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB, AND BY REFERENCE TO ENGINEERING AND EQUIPMENT SUPPLIERS DRAWINGS. SHOULD THERE BE ANY QUESTION OR PROBLEM CONCERNING THE NECESSARY PROVISIONS TO BE MADE, PROPER DIRECTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK.
- PROVIDE POWER AND TELEPHONE TO SERVICE POINTS PER UTILITY COMPANY REQUIREMENTS. CONTRACTOR SHALL CONTACT UTILITY SERVICE PLANNERS AND OBTAIN ALL SERVICE REQUIREMENTS AND INCLUDE COSTS FOR SUCH IN THEIR BID.
- SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT WITHSTAND RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL ON THE UTILITY TRANSFORMER SECONDARY, THE INSULATION SHALL BE FREE FROM ANY SHORT CIRCUITS AND GROUNDS
- ALL WRES SHALL BE STRANDED COPPER WITH THHN/THWN AND 600 VOLTS INSULATION. ALL GROUND CONDUCTORS TO BE PROPERLY SIZED COPPER. (STRANDED OR SOLID).
- IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE NOTE, SPECIFICATION OR CODE WHICH PRESCRIBES AND ESTABLISHES THE HIGHEST STANDARD OF PERFORMANCE SHALL PREVAIL.
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- ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 100 M.P.H. WIND SPEED AND DESIGNED FOR OUTDOOR EXPOSURE.
- ALL COAX, POWER AND TELEPHONE SYSTEM CONDUITS SHALL HAVE A MINIMUM 24" SCH. 80 PVC RADIUS SWEEPS TO EQUIPMENT, PULLBOXES, MONOPOLE, ETC., UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES
- 13. FUSE TYPE SHALL BE BUSSMAN RKI LOW PEAK FUSE (LPU-RK-100).
- 14. UPON COMPLETION OF THE JOB, THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE OWNER
- CENERAL GROUNDING CRITERIA 1ST STEP: GROUND TO EXISTING BUILDING STRUCTURAL STEEL AND TO THE EXISTING COLD WATER LINE. (WHER APPLICABLE) THEN TEST GROUNDING RESISTANCE TO WITHIN 1 TO 5 OHMS OVERALL GROUND RESISTANCE. WHERE THE EFFECTIVE RESISTANCE DOES NOT MEET THIS CRITERIA, PROVIDE SUPPLEMENTAL GROUNDING AND RE-TEST UNTIL GROUND RESISTANCE FALLS BELOW THIS LEVEL. SUPPLEMENTAL GROUND MAY CONSIST OF ONE OR MORE OF THE FOLLOWING:
 - 1) COUNTERPOISE,
 - 2) UFER GROUND,
 - 3) GROUND ROD AND/OR GROUND WELL IN EXTREMELY ADVERSE SOIL CONDITIONS. WHERE THE EXISTING BUILDING STEEL DOES NOT PROVIDE AN EFFECTIVE GROUND RESISTANCE, THEN THE CONTRACTOR SHALL PROVIDE A SEPARATE GROUND CONDUCTOR FROM ROOF MOUNTED BTS EQUIPMENT LOCATIONS EITHER DOWN THROUGH THE INSIDE OF THE BUILDING OR DOWN THE OUTSIDE OF THE BUILDING, DEPENDING UPON OWNER PREFERENCE. WHERE THE GROUND CONDUCTOR FROM THE ROOF MOUNTED EQUIPMENT IS ROUTED IN CONDUIT, THE CONDUIT SHALL BE EFFECTIVELY GROUNDED TO THE GROUND CONDUCTOR AT BOTH ENDS OF THE CONDUIT. (MONOPOLE INSTALLATIONS): FOR INSTALLATIONS WHERE WOODEN STRUCTURES, TOWERS, CONCRETE SILOS ETC. ARE ENCOUNTERED A SEPARATE DOWNLEAD SHALL BE PROVIDED FROM THE 3 ANTENNAS SEPARATED BY A MINIMUM OF 12 INCHES FROM THE COAXIAL CABLES. THE GROUND CONDUCTOR SHALL BE SECURELY FASTENED TO THE EXTERIOR OF OUTSIDE STRUCTURES WITH NONMETALLIC GROUND STRAPS EVERY 10 FEET. AGAIN, AS FOR TENANT IMPROVEMENT PROJECTS, TEST THE GROUND RESISTANCE FOR MONOPOLE INSTALLATIONS AND PROCEED PER THE ABOVE STEPS.
- 16. CONTRACTOR TO COLOR PHASE CONDUCTORS BLACK (B PHASE), RED (A PHASE), WHITE (NEUTRAL), AND GREEN (GROUND).

USE THIS SECTION

17. CONTRACTOR TO PROVIDE GUTTER TAP.

ELECTRICAL NOTES



RETURN ORIGINAL MATERIAL TO

SEE UTILITY AND SITE PLANS FOR NEW ELECTRICAL AND TELEPHONE SERVICES. PROVIDE APPROVED PULL BOXES AS REQUIRED AND COORDINATE INSTALLATION WITH ALL UTILITY COMPANIES FOR INTERFACING AT TERMINATION POINTS. PROVIDE FULL LENGTH MULE TAPE (TYP)

Item 11.

E BRIDGES CAMP.

WARREN PARKWAY

VRISCO, TX 75034

TRISCO, TX 7604 7668 WARREN P, FRISCO, TX 7 OFFICE: (972) 4 DUKE



SAINT CHARLES, MO 63304 PHONE: 636-922-3 600 E. JOHN IRVING. TX 75062 PHONE: 972-717-78

ACGI NO: 21-0860

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DA03931D

PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

> SHEET TITLE POWER PLAN



BURIED CONDUIT DETAILS

2

- 1. ALL WORK IS 10 COMPLY WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (N.E.C.) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING SURFICION. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.
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- 4. ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUIT, CONTROL WIRING, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS AND/OR AS REQUIRED BY GOVERNING CODES.
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- 11. ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 100 M.P.H. WIND SPEED AND DESIGNED FOR OUTDOOR EXPOSURE.
- 12. ALL COAX, POWER AND TELEPHONE SYSTEM CONDUITS SHALL HAVE A MINIMUM 24" SCH. 80 PVC RADIUS SWEEPS TO EQUIPMENT, PULLBOXES, MONOPOLE, ETC., UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES.
- 13. FUSE TYPE SHALL BE BUSSMAN RKI LOW PEAK FUSE (LPU-RK-100).
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- 16. CONTRACTOR TO COLOR PHASE CONDUCTORS BLACK (B PHASE), RED (A PHASE), WHITE (NEUTRAL), AND GREEN (GROUND).
- 17. CONTRACTOR TO PROVIDE GUTTER TAP.

NOTES:

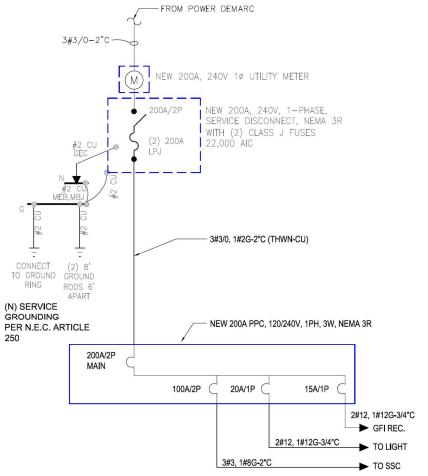
- 1. ALL DC POWER CONDUCTORS MUST MEET LDO RATING.
- CONDUCTORS USED MUST BE SIZED APPROPRIATELY
 FOR BREAKERS TO BE INSTALLED.

ELECTRIC LOAD SUMMARY

AREA OF SPACE (164) SF

SERVICE VOLTAGE 120/240 V 1Ø

	CONNECTED LOAD		DEMAND FACTOR	DEMAND LOAD	
	KVA	AMPS	TACTOR	KVA	AMPS
LIGHTING (175W HPS)	0.57	2.38	1.0	0.57	2.38
RECEPTACLES (1)	1.06	4.42	1.0	1.06	4.42
SITE SUPPORT CABINET	9.0	37.6	1.0	9.0	37.6
TELCO PANEL	0.12	1.0	1.0	0.12	1.0
DEMAND LOAD				19.75	45.4
LIGHTING x 0.25				0.14	0.6
TOTAL LOAD					46.0
TOTAL SERVICE CAP.					200



BOND NEUTRAL & GROUND BUS IN MAIN SERVICE DISCONNECT





SUITE. 200
SAINT CHARLES,
MO 63304
PHONE: 636-922-3400
600 E. JOHN
CARPENTER FWY.
STE 357
IRVING, TX 75062
PHONE: 972-717-7802

ACGI NO: 21-0860

DRAWN BY: DR/TS

CHECKED BY: SZ

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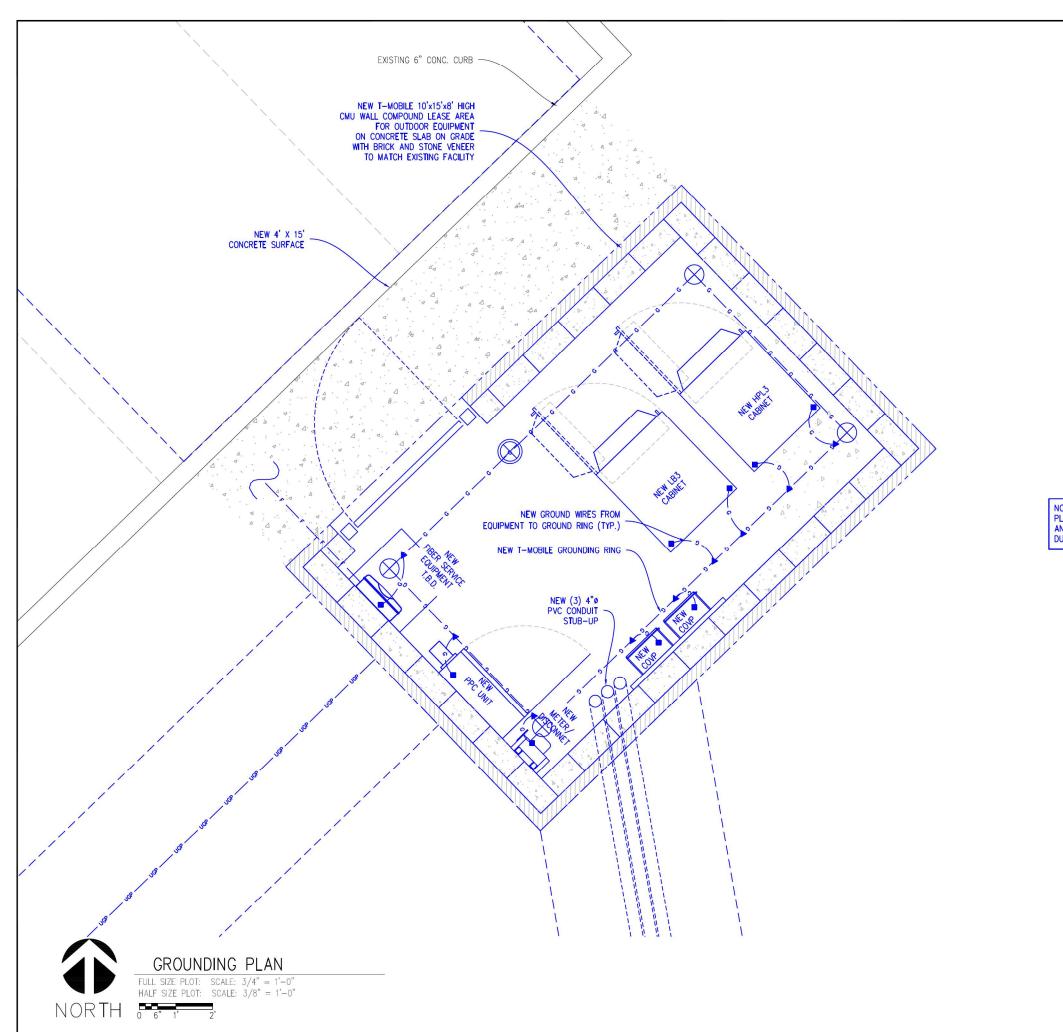
PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE
ELECTRICAL
ONE—LINE DIAGRAM

SHEET NUMBER





GROUNDING PLAN LEGEND:

EXOTHERMIC WELD

MECHANICAL CONNECTION

- GROUND WIRE

─ ─ ─ GROUND WIRE

COPPER GROUND ROD



TEST WELL

CAD WELD CONNECTIONS

NO.	DESCRIPTION	MOLD NO.	WELD NO.
1	#2 SOLID TO #2 SOLID	PTC-1T1T	65
2	#2 SOLID TO GROUND ROD	GTC-161T	90
3	#2 SOLID TO FENCE POST	VBC	

BURNDY CONNECTIONS

NO.	DESCRIPTION	PART NO.
4	#6 GREEN STRANDED 2-HOLE COMPRESSION LUG	
5	#2 SOLID TO POST	KC
6	BRAIDED STRAP BOLTED TO GATE POSTS	BD18G92

* CHECK WITH PROJECT MANAGER FOR CONNECTION TYPE IF TABS ARE NOT PRESENT ON MONOPOLE OR TOWER.

PLACEMENT OF ALL NEW EQUIPMENT AND GROUNDING TO BE FIELD VERIFIED DURING CONSTRUCTION WALKS

DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510



SUITE. 200 SAINT CHARLES, MO 63304 PHONE: 636-922-3400 600 E. JOHN CARPENTER FWY. STE 357 IRVING, TX 75062 PHONE: 972-717-7802

Item 11.

ACGI NO: 21-0860

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		PRELIM CD	DR		
0	01/24/23	FINAL CD	TS		



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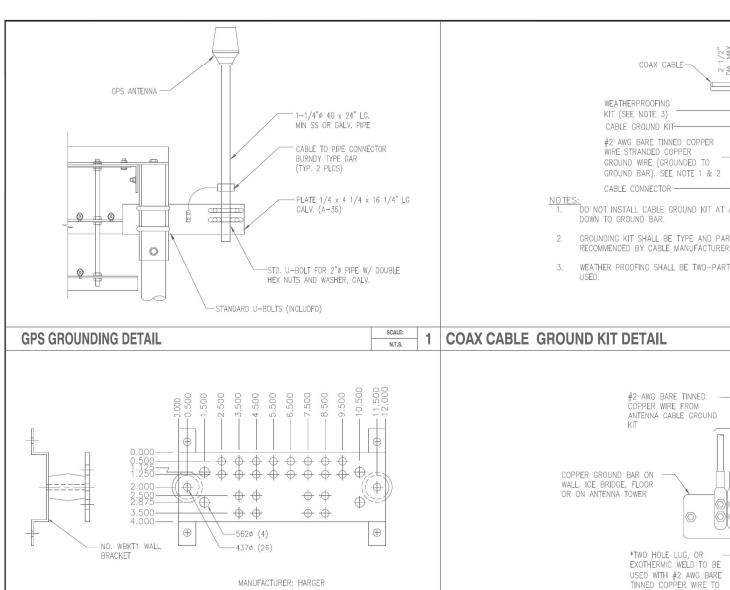
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SHEET TITLE

GROUNDING PLAN

SHEET NUMBER





SCALE:

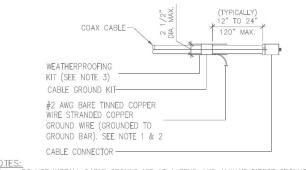
N.T.S.

WATERPROOFING KIT

GROUND KIT (TYP)

WIRE

TINNED COPPER



DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE

GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR

BUILDING SERVICE GROUND

OR GROUND RING

WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE

SOLID COPPER BUSS BAR PER GCI SPECIFICATIONS — -S/S FLAT WASHER (TYP.) 2 HOLE, LONG BARREL TINNED -SOLID COPPER LUG -S/S BOLT (TYP.) NOTE: MINIMUM OF 3 THREADS TO BE — VISIBLE (TYP.) S/S FLAT WASHER (TYP.) S/S NUT (TYP.) S/S SPLIT WASHER (TYP.) -CHERRY INSULATOR INSTALLED IF REQUIRED PER GCI SPECIFICATIONS 1) ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING SPLIT 2) WASHERS

THE DETAILS ON THIS SHEET APPLY ONLY AS CALLED

OUT ON SITE PLANS OR SITE SPECIFIC DRAWINGS.

TIN COATED -

SCALE: 4

N.T.S.

GROUNDING SHALL BE
ELIMINATED WHEN GROUND

BONDED TO METAL TOWER

SCALE:

N.T.S.

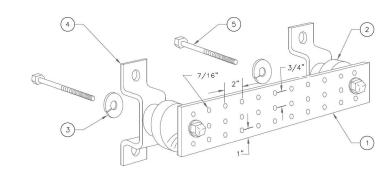
BAR IS ELECTRICALLY

3) COAT WIRE END WITH ANTI-OXIDATION COMPOUND PRIOR TO INSERTION INTO LUG BARREL AND CRIMPING.

APPLY ANTI-OXIDATION COMPOUND BETWEEN ALL LUGS AND BUSS BARS PRIOR TO MATING AND BOLTING.

(FRONT AND BACK ATTACHMENT)

GROUNDING - GENERAL LUG DETAIL N.T.S.



LEGEND

- 1— TINNED, SOLID COPPER GROUND BAR, SIZED TO ACCOMODATE ALL GROUNDING CONNECTIONS REQUIRED PLUS PROVIDE 50% SPARE CAPACITY. PROPOSEDTON INSTRUMENT CO. OR APPROVED EQUAL. HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION.
- 2- INSULATORS, PROPOSEDTON INSTRUMENT CO. CAT. NO. 3061-4 OR APPROVED
- EQUAL.
 3— LOCKWASHERS, PROPOSEDTON INSTRUMENT CO. OR APPROVED EQUAL.
 4— SUPPORT BRACKET. TYPE DEPENDENT ON SITE CONDITION. PROPOSEDTON INSTRUMENT CO. OR APPROVED EQUAL.
 5— H.H.C.S. BOLTS, PROPOSEDTON INSTRUMENT CO. OR APPROVED EQUAL.
 6— APPLY COPPER NO—OX TO EXPOSED AREA OF GROUND BAR.

DUKE BRIDGES CAMPUS 7668 WARREN PARKWAY FRISCO, TX 75034 0FFICE: (972) 464-3510

Item 11.

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ACGI NO: 21-0860

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REVISIONS DESCRIPTION A 01/10/23 PRELIM CD 0 01/24/23 FINAL CD



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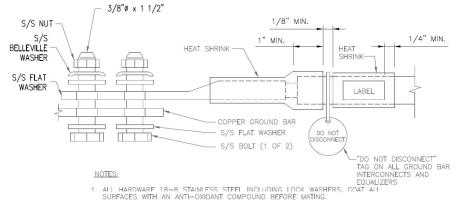
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PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE GROUNDING DETAILS

> SHEET NUMBER Page 180



- 2. ALL HARDWARE SHALL BE S/S 3/8 INCH DIAMETER OR LARGER.
- FOR GROUND BOND TO STEEL ONLY: INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.

COPPER ANTENNA ANTENNA CABLE TO RBS GROUND BAR, WITHOUT INSULATORS. BONDED EQUIPMENT (TYP) DIRECTLY TO TOWER TO GROUND RING -TO GROUND RING

CABLE

TO ANTENNAS

CABLE

12" GROUND BAR

DO NOT INSTALL CABLE

AND ALWAYS DIRECT

GROUND KIT AT A BEND

GROUND WIRE DOWN TO

ANTENNA GROUND BAR.

WEATHER PROOFING SHALL BE TWO-PART TAPE KIT.

COLD SHRINK SHALL NOT

KIT (TYP) SEE NOTES

CONNECTOR WEATHERPROOFING

ANTENNA GROUNDING KIT

BE USED.

3 TWO HOLE MECHANICAL LUG CONNECTION

GROUND WIRE INSTALLATION

6 GROUND BAR

SCALE:

GENERAL NOTES

- ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (EDITION ACCEPTED BY LOCAL JURISDICTION) AND APPLICABLE LOCAL CODES.
- 2. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE
- 3. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
- 4. WIRES AND CABLES FOR POWER AND LIGHTING SHALL BE COPPER WITH TYPE XHHW,THWN, OR THHN INSULATION. SOLID CONDUCTORS FOR #10 AWG AND SMALLER, STRANDED FOR LARGER THAN #10 AWG. MINIMUM SIZE #12 AWG.
- 5. WIRES AND CABLES FOR POWER SHALL BE INSTALLED IN GALVANIZED RIGID STEEL CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
- 6. CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- 7. CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.
- 8. PROVIDE ALL LABOR AND MATERIAL DESCRIBED ON THIS DRAWING, AND ALL ITEMS INCIDENTAL TO COMPLETING AND PRESENTING THIS PROJECT AS FULLY OPERATIONAL.
- 9. GROUNDING CONNECTIONS SHALL BE MECHANICAL TYPE ("BURNDY" OR "COMPRESSION") FITTINGS FOR ALL CONNECTIONS.
- 10. GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH COAX CABLE GROUNDING KITS & INSTALL WEATHER PROOFING KIT AT EACH CONNECTION
- 11. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT RIGHT ANGLE, ALWAYS MAKE AT LEAST 12" RADIUS BENDS. #6 WIRE CAN BE BENT AT 6" RADIUS WHEN NECESSARY.
- 12. CONTRACTOR TO PROVIDE GROUND RING AS SHOWN ON GROUNDING SITE PLAN AND GROUNDING RISER DIAGRAM. CONTRACTOR SHALL TEST AND VERIFY THAT THE IMPEDANCE DOES NOT EXCEED 5 OHMS TO GROUND BY MEANS OF A BIDDLE-MEGGER TESTER. GROUNDING AND OTHER OPERATIONAL TESTING SHALL SHALL BE WITNESSED BY THE OWNER'S REPRESENTATIVE
- 13. CONTRACTOR TO PROVIDE TELEPHONE CONDUIT AS SHOWN ON PLANS
- 14. CONTRACTOR TO PROVIDE ELECTRIC CONDUIT AS SHOWN ON PLANS
- 15. NOTIFY LOCAL UTILITY SERVICE PRIOR TO ANY INSTALLATION.
- 16. ALL EQUIPMENT FURNISHED BY OTHERS SHALL BE PROVIDED WITH PROPER MOTOR STARTERS, DISCONNECTS, CONTROLS, ETC. BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL INSTALL AND COMPLETELY WIRE ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WIRE DIAGRAMS AND AS REQUIRED FOR A COMPLETE OPERATING INSTALLATION, ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF EQUIPMENT PRIOR TO ROUGH-IN OF CONDUIT AND WRING TO AVOID CONFLICTS. WHERE APPLICABLE
- 17. GROUNDING CONDUCTORS SHALL BE COPPER ONLY. ABOVE GROUND EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. IGR AND ALL EXTERNAL CONDUCTORS (WITH THE EXCEPTION FOR GROUND WIRE BETWEEN THE TOP AND THE BOTTOM OF THE ANTENNA TOWER) MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN
- 18. UTILITY COMPANY COORDINATION: ELECTRICAL CONTRACTOR SHALL CONFIRM THAT ALL WORK IS IN ACCORDANCE WITH THE RULES OF THE LOCAL UTILITY COMPANY BEFORE SUBMITTING HIS BID, THE CONTRACTOR SHALL CHECK WITH THE UTILITY COMPANIES SUPPLYING SERVICE TO THIS PROJECT AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WHICH THEY WILL REQUIRE AND SHALL INCLUDE THE COST IN HIS BID

CONDUITS AND WIRING

1. WIRING OF EVERY KIND MUST BE INSTALLED IN CONDUIT, UNLESS NOTED OTHERWISE, OR

2.UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE COPPER (CU) TYPE THWN, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE

3.RACEWAYS SHALL BE GALVANIZED STEEL, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, UNLESS OTHERWISE NOTED. ALL RACEWAYS SHALL BE APPROVED FOR THE

4.PULL OR JUNCTION BOXES SHALL BE PROVIDED AS REQUIRED TO FACILITATE INSTALLATION OF

5.PROVIDE A COMPLETE RACEWAY AND WIRING INSTALLATION, PERMANENTLY AND EFFECTIVELY GROUNDED IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND LOCAL CODES

COORDINATION WITH UTILITY COMPANY

THE ELECTRICAL CONTRACTOR SHALL COORDINATE COMPLETE ELECTRICAL SERVICE WITH LOCAL UTILITY COMPANY FOR COMPLETE OPERATIONS SYSTEM, INCLUDING TRANSFORMER CONNECTIONS, CONCRETE TRANSFORMER PADS, IF REQUIRED, METER SOCKETS, PRIMARY CABLE RACEWAY REQUIREMENTS, SECONDARY SERVICE, ETC. PRIOR TO SUBMITTING BID TO INCLUDE ALL LABOR AND MATERIALS.

LEGEND

SAFETY DISCONNECT SWITCH, SIZED AS NOTED	A V	AMPERE VOLT
KILOWATT HOUR METER	W	WIRE CONDUIT
TRANSFORMER	G	GROUND
CIRCUIT BREAKER	P SPGB	POLE SURGE PROTECTOR GROUND BAR
LIGHTING FIXTURE. SIZE AS NOTED	CGB	(1/4"x2"x24") COLLECTOR GROUND BAR (1/4"x4"x12")
COPPER GROUND BAR, SIZED AS NOTED	EGB	EXTERNAL GROUND BAR (1/4"x8"x24")
POWER WIRING, SIZED AS NOTED	MGB	MASTER GROUND BAR (1/4"x8"x24")
TELCO WIRING, SIZED AS NOTED	IGR	INTERNAL GROUND RING ("HALO" GROUND)
GROUND WIRING, SIZED AS NOTED	EGR ACU HWGC	EXTERNAL GROUND RING AIR CONDITIONER UNIT HEAVY WALLED GALVANIZED CONDUIT
	PANELBOARD KILOWATT HOUR METER TRANSFORMER CIRCUIT BREAKER LIGHTING FIXTURE. SIZE AS NOTED COPPER GROUND BAR, SIZED AS NOTED POWER WIRING, SIZED AS NOTED TELCO WIRING, SIZED AS NOTED GROUND WIRING, SIZED AS	PANELBOARD W KILOWATT HOUR METER C TRANSFORMER G CIRCUIT BREAKER LIGHTING FIXTURE. SIZE AS NOTED COPPER GROUND BAR, SIZED AS NOTED POWER WIRING, SIZED AS NOTED TELCO WIRING, SIZED AS NOTED GROUND WIRING, SIZED AS NOTED EGR ROUND WIRING, SIZED AS NOTED EGR ROUND WIRING, SIZED AS NOTED EGR ACU

E BRIDGES CAMPUS WARREN PARKWAY RISCO, TX 75034 ICE: (972) 464-3510 DUKE BRIDGES (7668 WARREN PA FRISCO, TX 7 OFFICE: (972) 4



SUITE 200 SAINT CHARLES, MO 63304 PHONE: 636-922-34 600 E. JOHN IRVING. TX 75062 PHONE: 972-717-78

Item 11.

ACGI NO: 21-0860

DRAWN BY: DR/TS

CHECKED BY:

REVISIONS DESCRIPTION A 01/10/23 PRELIM CD 0 01/24/23 FINAL CD



SUITE 204, DALLAS, TX 75243 PHONE: 972-231-8893 FAX: 866-364-8375 WWW ALL PROCGLOOM



DA03931D

PISD SPORT COMPLEX (STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE GROUNDING DETAIL

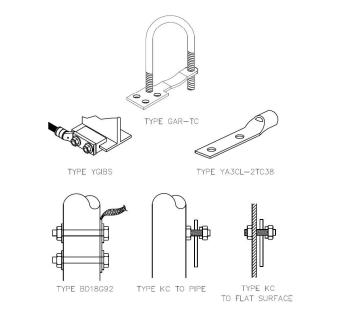
SHEET NUMBER

SCALE:

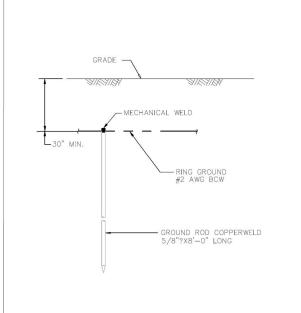
N.T.S.

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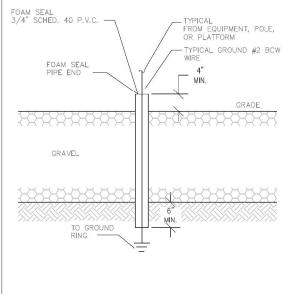
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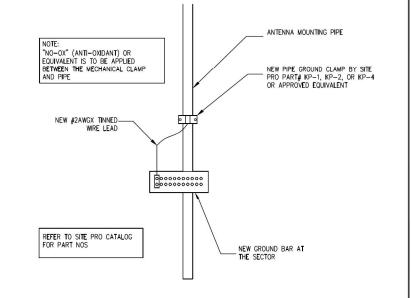
BURNDY DETAILS



GROUND ROD



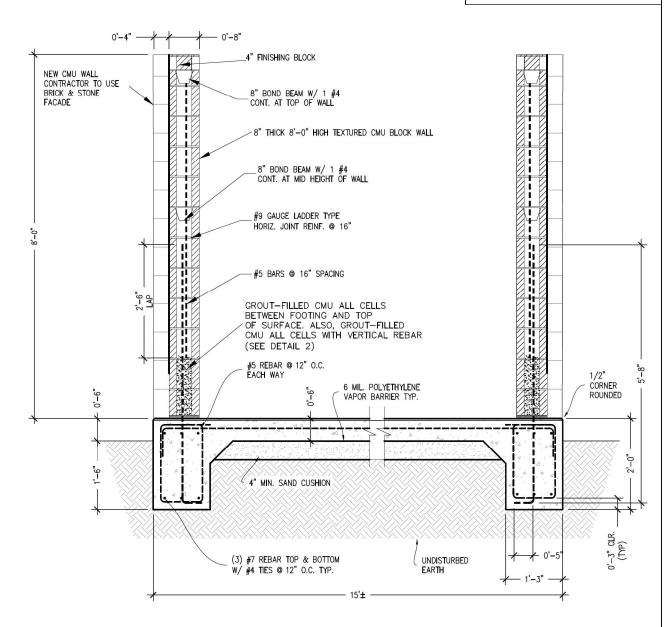
2 GROUND WIRE SLEEVE



ANTENNA PIPE GROUNDING

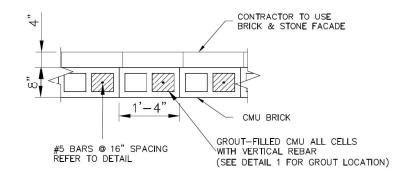
NOTES:

- 1. EXISTING CONDITIONS WILL BE CHECKED AND VERIFIED IN FIELD BY THE CONTRACTOR PRIOR TO FABRICATION AND INSTALLATION. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED AND CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER IMMEDIATELY.
- 2. "ALLPRO CONSULTING GROUP, INC." WAS NOT PROVIDED WITH A GEOTECHNICAL REPORT. FOUNDATIONS ARE DESIGNED FOR A MINIMUM NET ALLOWABLE BEARING CAPACITY OF 1500 PSF. IT IS RECOMMENDED THAT A GEOTECHNICAL INVESTIGATION BE COMPLETED PRIOR TO CONSTRUCTION.
- 3. DO NOT SCALE DRAWINGS.

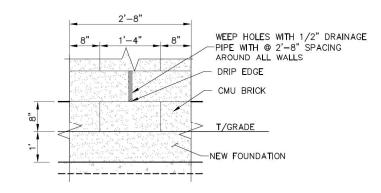


CMU WALL SECTION ON EXISTING FOOTAGE SIDE SCALE: 1/2"=1'-0"

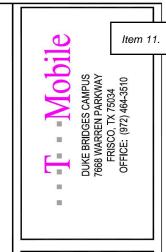
ALL INSTALLATIONS SHALL BE IN COMPLIANCE WITH ANSI/ ASSE 10.48 AND ANY OTHER SAFETY STANDARDS.



REBAR W/ GROUT SPACING SCALE : 1/2"=1'-0"



WEEP HOLES ELEVATION SCALE : 1"=1'-0"



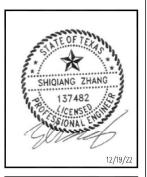
22-4294 ACGI NO:

DRAWN BY:

CHECKED BY: SZ

0 12/19/22 CMU WALL DESIGN





SITE ID: DA0931D SITE NAME: PISD SPORT **COMPLEX**

1240 FRONTIER PKWY PARK RD, PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE

CMU WALL DETAIL

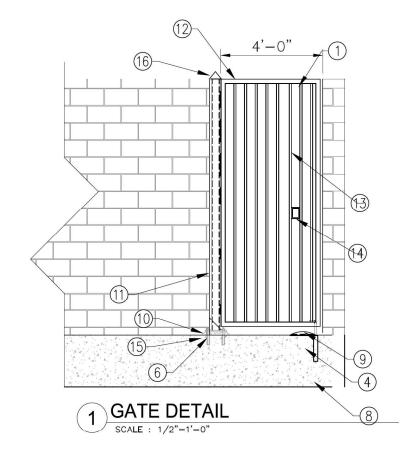
SHEET NUMBER

S-2 Page 182

NOTES:

- I. EXISTING CONDITIONS WILL BE CHECKED AND VERIFIED IN FIELD BY THE CONTRACTOR PRIOR TO FABRICATION AND INSTALLATION. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED AND CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER IMMEDIATELY.
- 2. "ALLPRO CONSULTING GROUP, INC." WAS NOT PROVIDED WITH A GEOTECHNICAL REPORT. FOUNDATIONS ARE DESIGNED FOR A MINIMUM NET ALLOWABLE BEARING CAPACITY OF 1500 PSF, IT IS RECOMMENDED THAT A GEOTECHNICAL INVESTIGATION BE COMPLETED PRIOR TO CONSTRUCTION.
- 3. DO NOT SCALE DRAWINGS.

- ALL INSTALLATIONS SHALL BE IN COMPLIANCE WITH ANSI/ ASSE 10.48 AND ANY OTHER SAFETY STANDARDS.
- . GENERAL CONTRACTOR TO VERIFY WITH GENERATOR MANUFACTURER FOR FIT PRIOR TO POURING CONCRETE AND INSTALLATION.
- . GENERATOR DESIGN AND DRAWINGS BY OTHERS

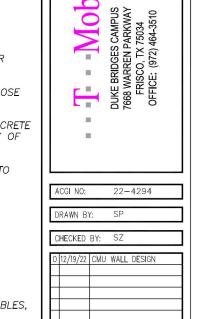


REFERENCE NOTES:

- 1. MANUFACTURER TO PROVIDE RUST INHIBITIVE PAINT OR GALVANIZATION
- 2. EXISTING SITE MATERIAL.
- 3. WELD ON HEAVY DUTY HINGE (4) PER LENGTH OF TUBE WITH FINISH TO MATCH FRAME.
- 4. (1) GATE STOP
- 5. HSS4x4x3/8 FINISH TO MATCH GATE FRAME. WELDED TO BASEPLATE W/ 3/16" WELD ALL AROUND.
- 6. 3/4" BASEPLATE W/ (4) 3/4" DIAMETER BOLTS EMBEDDED 4 1/2" INTO FOUNDATION W/ HILTI HY200 ADHESIVE ANCHOR. 1 1/2" 5000 PSI NON SHRINK GROUT BELOW.
- 7. 1/2" CAP PLATE. WELD TO TOP OF POST W/ 3/16" WELD ALL AROUND.
- 8. GATE STOP SUPPORT 12" DIAMETER BY 2'-0" DEEP 3000 PSI CONCRETE W/ MUSHROOM GATE STOP EMBEDDED ON TOP OF CONCRETE.
- 9. REMOVABLE 1/2" DIAMETER BENT BAR WITH CASING EMBEDDED IN GATE STOP CONCRETE.
- 10. BASE BLOCK TRIMMED AROUND BASE AND GROUTED FROM TOP W/ 5000 PSI NON SHRINK GROUT OVER BASEPLATE.
- 11. LAST TWO CELLS FULLY GROUTED. ONE CELL AWAY FROM END TO BE FULLY GROUTED W/ (2) #5 BARS.
- 12. 2 SQ. IN. STEEL FRAME ALL AROUND.
- 13. 1 SQ. IN. STEEL PICKETS @ 4" O.C.
- 14. KNOX BOX
- 15. 13" TALL BY 12" CONCRETE VERTICAL EXTENSION FROM FOOTING FOR STEEL GATE BASE PLATE **ANCHOR**

FOUNDATION NOTES:

- 1. COMPRESSIVE STRENGTH OF CONCRETE SHALL BE 4000-PSI AT 28-DAY CURE, AND SHALL MEET SPECIFICATION FOR READY-MIXED CONCRETE (ASTM C94-96). CONCRETE SHALL BE PLACED AND CURED AS PER ACI-318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".
- 2. CONCRETE SLUMP SHALL RANGE BETWEEN 4 INCHES TO 6 INCHES.
- 3. ALL CONCRETE WORK SHALL CONFORM TO ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 4. THE SURFACE, OVER WHICH THE CONCRETE WILL BE POURED, SHALL BE CLEAN OF LOOSE MATERIAL AND LEVELED PRIOR TO CONCRETE PLACEMENT.
- 5. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS AND OTHER OCCURRENCES THAT MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
- 6. MECHANICALLY VIBRATE CONCRETE, PARTICULARLY WHEN POURED IN DIFFERENT LIFTS, TO ENSURE CONSOLIDATION AND TO AVOID JOINTS.
- 7. ALL REINFORCING STEEL BARS SHALL BE DOMESTIC, NEW BILLET STEEL, ASTM A-615, GRADE 60. REINFORCING SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI 315-LATEST EDITION - "MANUAL OF STANDARD FOR DETAILING REINFORCED CONCRETE".
- 8. ALL LOAD BEARING FOOTING SHALL BEAR ON TOP OF COMPACTED SOIL
- 9. WELDING OF REINFORCING BARS AND DOWEL BARS IS PROHIBITED UNLESS OTHERWISE APPROVED BY ENGINEER.
- 10. PRIOR TO THE EXCAVATION, CHECK AREA FOR LOCATION OF UNDERGROUND PIPES, CABLES,
- 11. ALLOWABLE SOIL BEARING PRESSURE SHALL BE 1500 PSF MINIMUM. IF DIFFERENT, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC FOR A REDESIGN.
- 12. SOIL DATA AS PER PRESUMPTIVE SOIL PARAMETERS FROM IBC 2015 CODE, TABLE 1806.2.



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Item 11





SITE ID: DA0931D SITE NAME: PISD SPORT **COMPLEX**

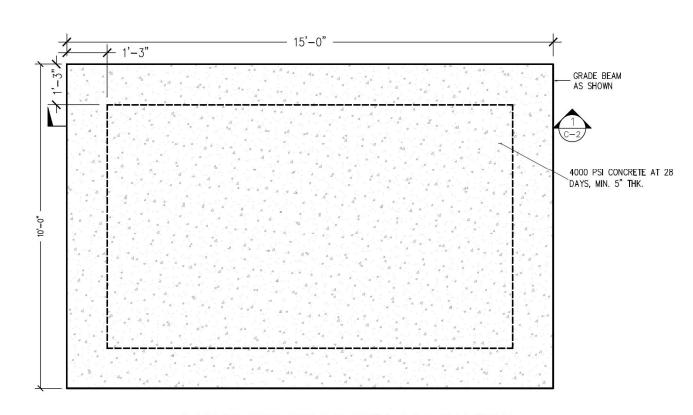
1240 FRONTIER PKWY PARK RD, PROSPER, TX 75078 COLLIN COUNTY

SHEET TITLE

PAD DETAILS

SHEET NUMBER

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CONCRETE FOUNDATION PLAN VIEW

SCALE : 1/2"=1'-0"

MASONRY

- 1. MASONRY STRENGTH
- A. HOLLOW CONCRETE MASONRY UNITS: GRADE N, LIGHTWEIGHT WITH A COMPRESSIVE STRENGTH OF F = 1500 PSI ON THE NET AREA.
- B. GROUT: 2000 PSI, MINIMUM 28 DAY COMPRESSIVE STRENGTH. VIBRATE GROUT IMMEDIATELY AFTER POURING AND AGAIN AFTER 5 MINUTES. GROUT SHALL CONFORM TO TO ASTM C476 AND UBC 2103. MIX GROUT FOR AT LEAST FIVE MINUTES AND UNTIL MIX HAS BEEN ATTAINED. GROUT SHALL HAVE SUFFICIENT WATER ADDED TO PRODUCE A CONSISTENCY FOR POURING WITHOUT SEGREGATION USE GROUT WITHIN 1.5 HOURS OF ADDITION OF MIXING WATER.
- C. MORTAR: CEMENT-LIME TYPES, 1800 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH. CONFORM TO UBC 2103.
- D. 4,000 PSI STRENGTH CONCRETE AT 28 DAY 3" TO 5" SLUMP.

LAY UNITS IN RUNNING BOND. CORNERS SHALL HAVE A STANDARD BOND BY OVER— LAPPING UNITS.

MAXIMUM GROUT LIFT WITHOUT CLEAN-OUTS SHALL BE 4'-0".

TIE VERTICAL REINFORCING AT EACH END OF BAR AND AT 4'-0" MAXIMUM VERTICAL SPACING USING SINGLE WIRE LOOP TYPE TIES AS MANUFACTURED BY A.A. WIRE PRODUCTS COMPANY OR APPROVED ALTERNATE.

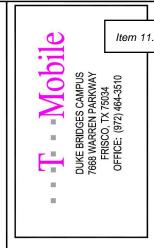
SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF EXPANSION AND CONTROL JOINTS.

GROUT SOLID ALL WALLS IN CONTACT WITH EARTH, RETAINING WALLS, STEM WALLS, AND AS NOTED ON DRAWINGS.

GROUTED MASONRY SHALL BE CONSTRUCTED IN SUCH A MANNER THAT ALL ELEMENTS OF THE MASONRY ACT TOGETHER AS A STRUCTURAL ELEMENT.

- 8. PRIOR TO CROUTING, THE CROUT SPACE SHALL BE CLEAN SO THAT ALL SPACES TO BE FILLED WITH GROUT DO NOT CONTAIN MORTAR PROJECTIONS GREATER THAN 1/2 INCH, MORTAR DROPPINGS OR OTHER FOREIGN MATERIAL. GROUT SHALL BE PLACED SO THAT ALL SPACES DESIGNATED TO BE GROUTED SHALL BE FILLED WITH GROUT AND THE GROUT SHALL BE CONFINED TO THOSE SPECIFIC SPACES.
- 9. GROUT MATERIALS AND WATER CONTENT SHALL BE CONTROLLED TO PROVIDE ADEQUATE FLUIDITY FOR PLACEMENT, WITHOUT SEGREGATION OF THE CONSTITUENTS, AND SHALL BE MIXED THOROUGHLY.
- 10. THE GROUTING OF ANY SECTION OF WALL SHALL BE COMPLETED IN ONE DAY WITH NO INTERRUPTIONS GREATER THAN ONE HOUR.
- 12. BETWEEN GROUT POURS, A HORIZONTAL CONSTRUCTION JOINT SHALL BE FORMED BY STOPPING ALL C.M.U. AT THE SAME ELEVATION AND WITH THE GROUT STOPPING A MORTAR DROPPINGS OR OTHER FOREIGN MATERIAL. GROUT SHALL BE PLACED SO THAT WHERE BOND BEAMS OCCUR, THE GROUT POUR SHALL BE STOPPED A MINIMUM OF 1/2 INCH BELOW THE TOP OF THE MASONRY.
- 13. SEGREGATION OF GROUT MATERIALS AND DAMAGE TO THE MASONRY SHALL BE AVOIDED DURING THE GROUTING PROCESS.
- 14. GROUT SHALL BE CONSOLIDATED BY MECHANICAL VIBRATION DURING PLACEMENT BEFORE LOSS OF PLASTICITY IN A MANNER TO FILL THE GROUT SPACE. GROUT POURS GREATER THAN 12 INCHES IN HEIGHT WILL BE RECONSOLIDATED BY MECHANICAL VIBRATION TO WHERE BOND BEAMS OCCUR, THE GROUT POUR SHALL BE STOPPED A MINIMUM OF 1/2 MECHANICALLY VIBRATED OR PUDDLED AND RODDED WITH SMOOTH BAR.
- 15. GROUT SHALL NOT BE HANDLED NOR PUMPED UTILIZING ALUMINUM EQUIPMENT UNLESS IT CAN BE DEMONSTRATED WITH THE MATERIAL AND EQUIPMENT TO BE USED THAT THERE WILL BE NO DELETERIOUS EFFECT ON THE STRENGTH OF THE GROUT.

 16. PLACE #4 VERTICAL REINFORCEMENT @ EACH CORNER AND @ EACH SIDE OF AN OPENING



ACGI NO: 22-4294

DRAWN BY: SP

CHECKED BY: SZ

0 12/19/22 CMU WALL DESIG

0 12/19/22 CMU WALL DESIGN





SITE ID: DA0931D SITE NAME: PISD SPORT COMPLEX

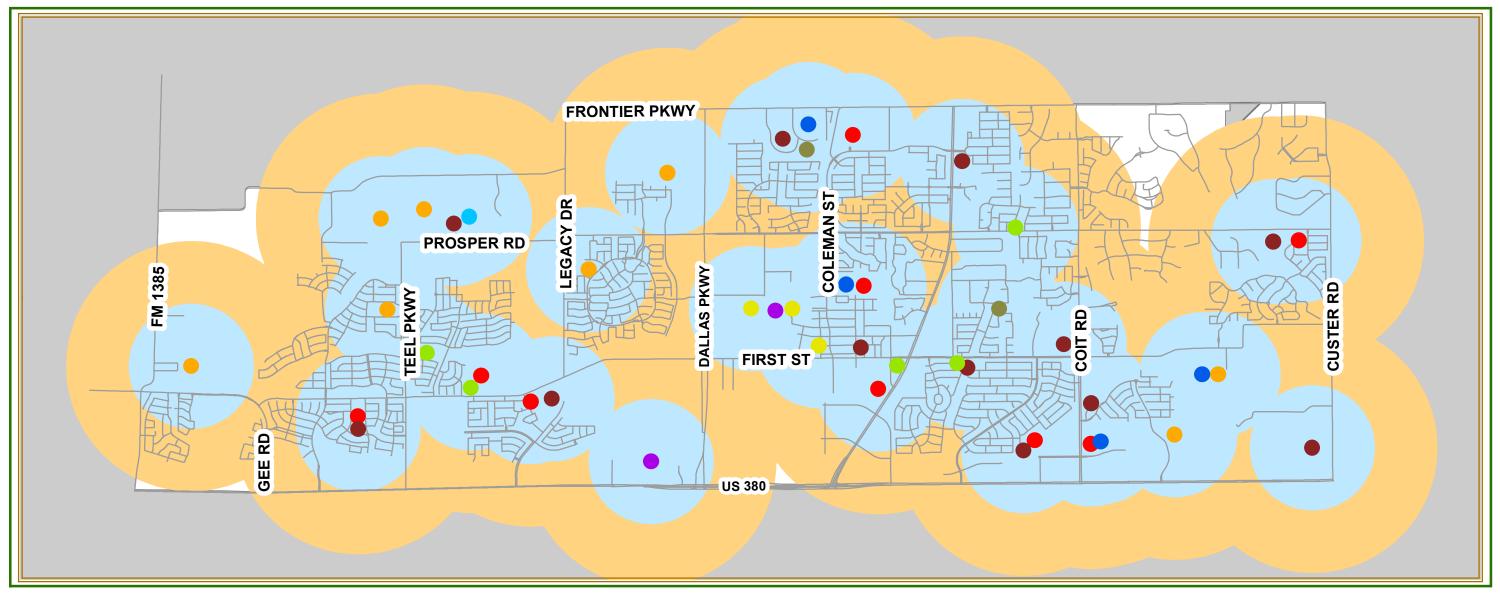
1240 FRONTIER PKWY PARK RD, PROSPER, TX 75078 COLLIN COUNTY

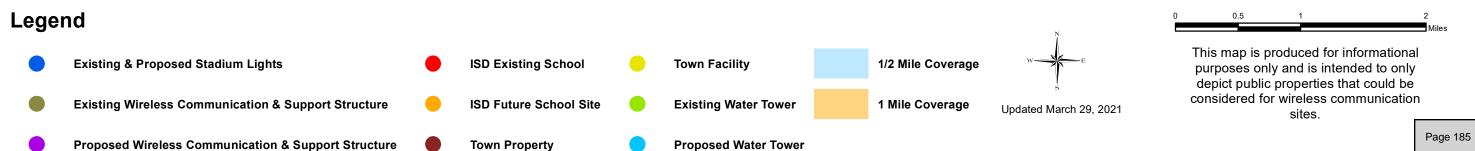
SHEET TITLE
MASONRY NOTES

SHEET NUMBER

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Wireless Communication Exhibit







PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

David Hoover, Director of Development Services.

Re: Zoning – Main & Fifth Street

Town Council Meeting – June 27, 2023

Agenda Item:

Conduct a public hearing and consider and act upon a request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5, located south of Fifth Street and East of Main Street. (ZONE-23-0001)

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	Residential	Downtown Retail
North	Single Family-15	Residential	Downtown Retail
East	Downtown Retail	Office/Service	Downtown Retail
South	Downtown Retail	Retail	Downtown Retail
West	Single Family-15	Residential	Downtown Retail

Requested Zoning – The purpose of this request is to rezone the property to the Downtown Retail District to allow for development of a commercial retail building in the future. The existing house is planned to be removed to allow construction of a new building. 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 Site Plan for review and approval by the Planning & Zoning Commission. The applicant has been advised of the standards necessary for development.

<u>Future Land Use Plan</u> – The Future Land Use Plan recommends Downtown Retail. The proposed zoning request conforms to the Future Land Use Plan.

<u>Thoroughfare Plan</u> – This property currently has direct access to Main Street.

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

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. To date, staff has received one reply form.

Attached Documents:

- 1. Aerial and Zoning Maps
- 2. Exhibit A
- 3. Reply Form

Planning & Zoning Recommendation:

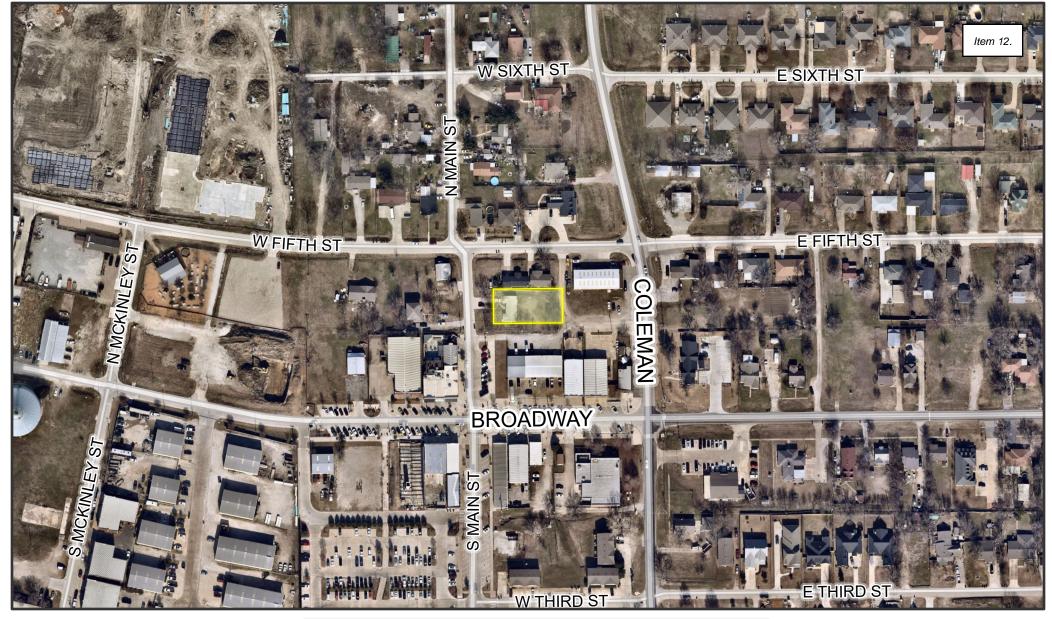
At their June 06, 2023, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, by a vote of 5-0.

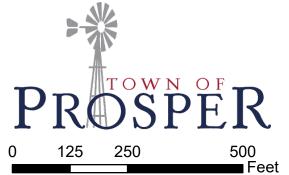
Town Staff Recommendation:

Town Staff has observed the site and its surrounding environment. Currently, there are non-residential uses to the east along Coleman Street and to the south along Main Street. Staff understands that there are numerous non-residential uses within the surrounding area. Furthermore, it is recommended, per the Comprehensive Plan, for Downtown Retail uses. The zoning request would be consistent with the uses in the surrounding area. As a result, Town staff recommends approval to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5.

Proposed Motion:

I move to approve/deny a request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5.





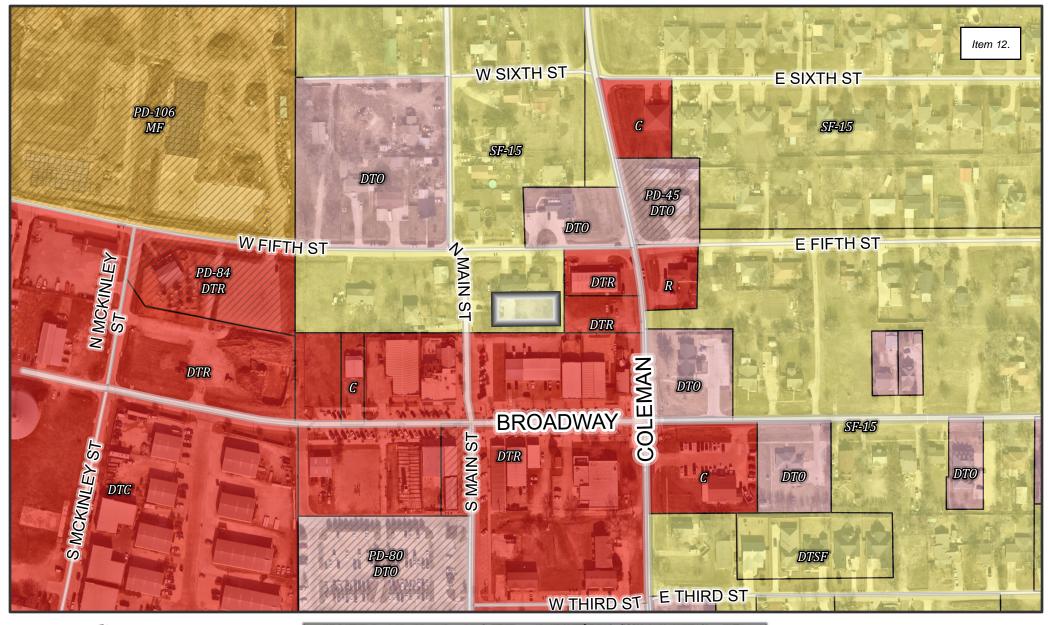


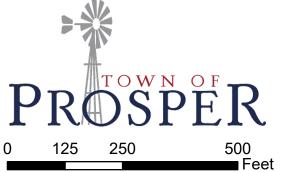
ZONE-23-0001

Rezoning for 106 North Main Street, from Single F

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Straight Zoning





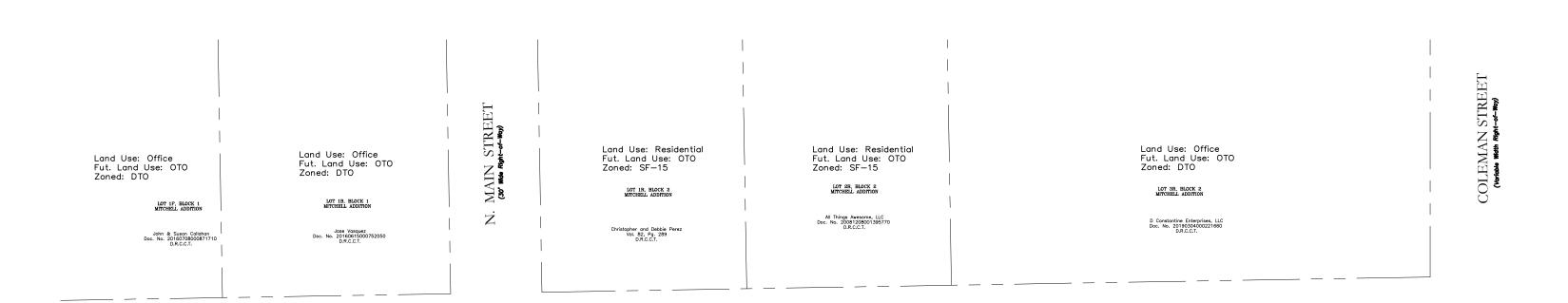


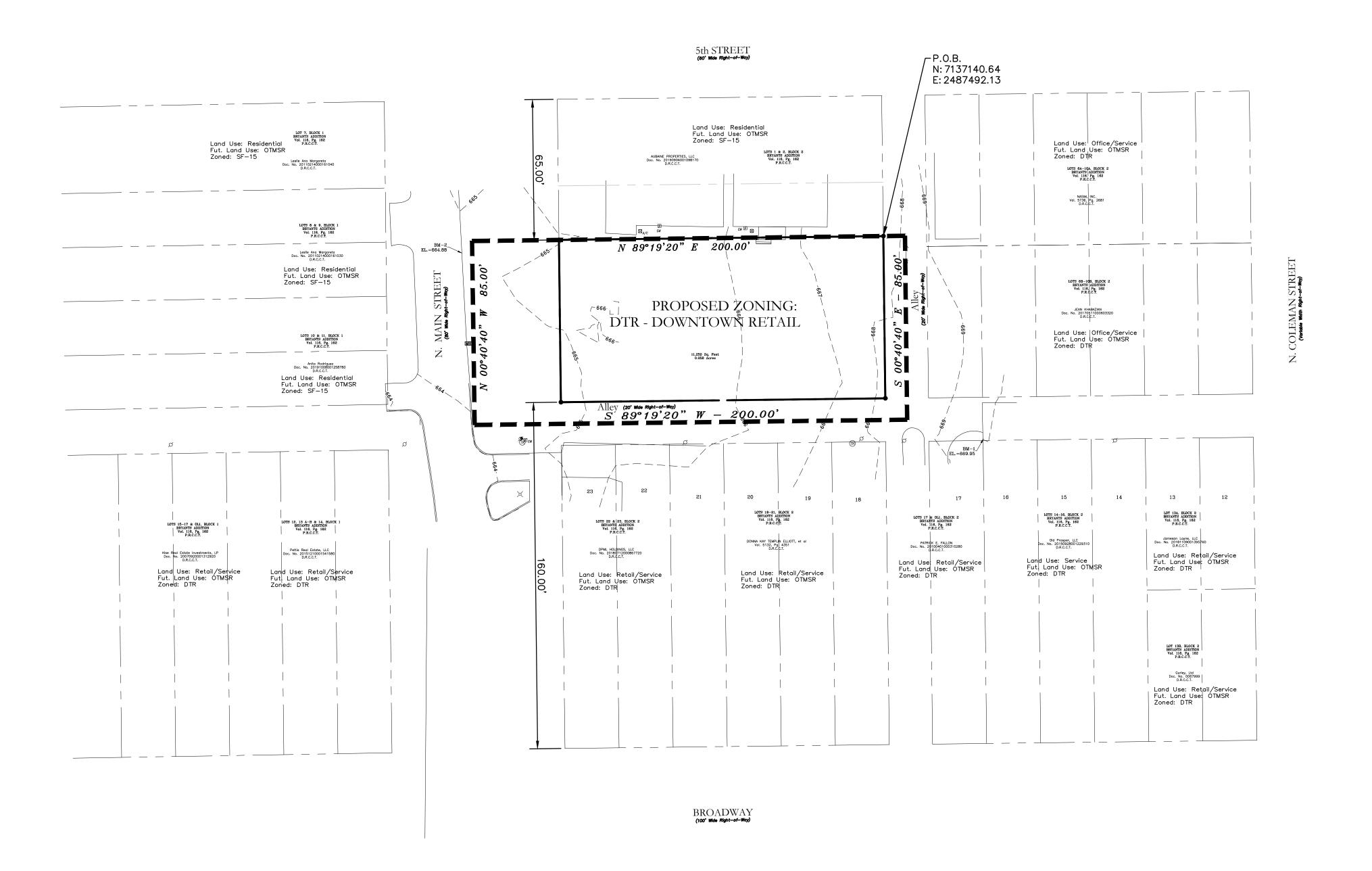
ZONE-23-0001

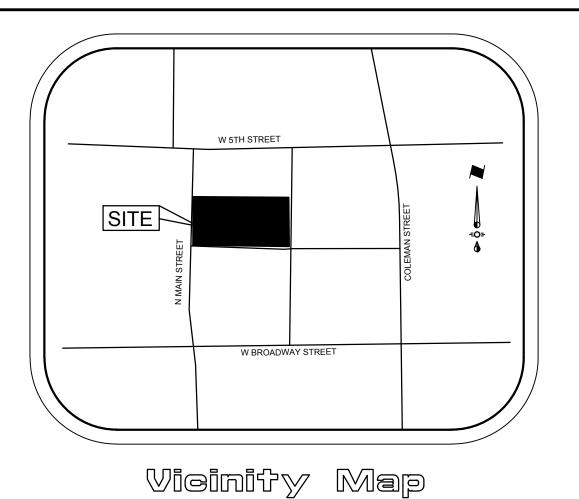
Rezoning for 106 North Main Street, from Single F

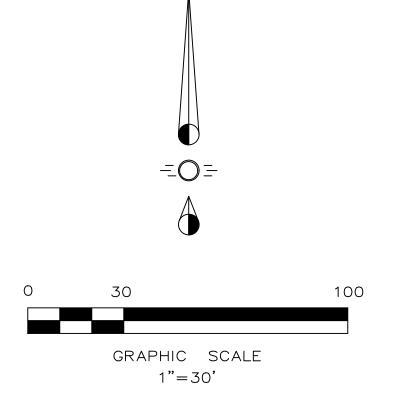
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Straight Zoning









<u>LEGEND</u>

Limits of Zoning

P.O.B. Point of Beginning

<u>SYNOPSIS</u>

Address: Current Zoning: Proposed Zoning: 106 N MAIN STREET SF—15 DTR (Downtown Retail)

AREA INFORMATION

Block A, Lots 3—5 0.258 Net Acres located in the Town of Prosper, Collin County, Texas.

LEGAL DESCRIPTION

Bryant's Addition Town of Prosper Collin County, Texas

SITUATED in the Town of Prosper, in the Collin County School Land Survey, Abstract No. 147 of Collin County, Texas and being all of Lots 3, 4 and 5, Block 2 of Bryant's Addition, an addition to the Town of Prosper, recorded in Volume 116, Pages 162-163, Plat Records, Collin County, Texas (P.R.C.C.T.) and further described in a Warranty Deed with Vendor's Lien to John C. Kim and Sook Y. Kim, dated April 30, 2021 and recorded in Document No. 20210504000898370, Deed Records, Collin County, Texas (D.R.C.C.T.) and also including portions of the adjoining public rights-of-way and being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "TERRACORP", found on the west line of a 20' wide public alley for the northeast corner of the above described Lot 3, Block 2 and said point also being the southeast corner of Lot 2, Block 2 of said Bryant's Addition:

THENCE: North 89 deg. 19 min. 20 sec. East, across said 20' wide public alley, a distance of 10.00 feet to a point in the center of said alley for the northeast corner of this hereinafter described tract of land;

THENCE: South 00 deg. 40 min. 40 sec. East, along the center of said alley, a distance of 85.00 feet to a point at the centerline intersection of said alley and an east-west 20' wide public alley for the southeast corner of this tract of land and said point bears South 45 deg. 40 min. 40 sec. East - 14.14 feet from a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "TERRACORP", found at the southeast corner of the above described Lot 5, Block 2;

THENCE: South 89 deg. 19 min. 20 sec. West, along the centerline of said east-west 20' wide public alley, a distance of 200.00 feet to a point at the centerline intersection of said alley and N. Main Street (80' wide public right-of-way) for the southwest corner of this tract of land;

THENCE: North 00 deg. 40 min. 40 sec. West, along the centerline of said N. Main Street, a distance of 85.00 feet to a point for the northwest corner of this tract of land;

THENCE: North 89 deg. 19 min. 20 sec. East, across said N. Main Street, at a distance of 40.00 feet, passing a 1/2 inch iron rod, topped with a yellow plastic cap stamped "BURNS SURVEYING", found for the northwest corner of said Lot 3 and the southwest corner of Lot 2, Block 2 on the east right-of-way line of said N. Main Street and continuing along the common line of said Lots 2 and 3, Block 2 for a total distance of 190.00 feet to the **POINT OF BEGINNING** and containing 17,000 square feet or 0.390 acres of land.

Note:

The Bearings shown hereon are geodetic and are based upon GPS observations from Town of Prosper GPS Control Monument No. 4, Texas State Plane Coordinate System, Texas North Central Zone, NAD-83.

OWNER:

Haegyo, LLC 1721 Wynne Avenue Prosper, Texas 75078 Phone (213) 925—5058 Contact: John Kim

APPLICANT/ENGINEER:

Cross Engineering Consultants, Inc. 1720 W. Virginia St. McKinney, Texas 75069 Phone (972) 562—4409 Fax (972) 562—4471 Contact: Dwayne Zinn, P.M.

SURVEYOR:
Ringley & Associates
701 S. Tennessee St.
McKinney, TX. 75069
Phone (972) 542—1266
Fax (972) 542—8682
Contact: Lawrence Ringley

FLOOD ZONE NOTE:

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

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

ZONE-23-0001

Issue Dates:	Revision & Date:			
1	1			NEERING
2	2		CONS	SULTANTS
3	3		1720 W. Virginia Street McKinney, Texas 75069	
4	4	972.562.4409	Texa	as P.E. Firm No. F-5935
5	5	Drawn By:	Checked By:	Scale:
6	6	C.E.C.I.	C.E.C.I.	1"=30'

EXHIBIT A	Sheet No.
PURE POKE, LOTS 3-5, BLOCK 2, 0.258 ACRES COLLIN COUNTY SCHOOL LAND SURVEY BRYANTS ADDITION, ABSTRACT NO. 147	EX-A
Pureteam 2, LLC	Ducient Nic

TOWN OF PROSPER, TEXAS

Project No. 21034



DEVELOPMENT SERVICES DEPARTMENT

250 W. First Street Prosper, TX 75078 Phone: 972-346-3502

NOTICE OF PUBLIC HEARING - PLANNING & ZONING COMMISSION

SUBJECT:

Zoning Case ZONE-23-0001: The Town of Prosper has received a request to rezone for 106 N. Main Street, from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5, Block 2, on .3± acres.

LOCATION OF SUBJECT PROPERTY:

The property is located south of Fifth Street and east of Main Street.

LOCATION OF PUBLIC HEARING:

The Planning & Zoning Commission will be convened, and individuals will be able to address the Commission (1) via telephone conference call, or (2) via videoconference. Information regarding telephone conference call and videoconference will be provided on the Planning & Zoning Commission Agenda, which will be posted on the Town website (www.prospertx.gov) and at Town Hall a minimum of 72 hours prior to the Public Hearing.

DATE & TIME:

Tuesday, June 6, 2023-6:00 p.m.

If the Planning & Zoning Commission makes a recommendation to Town Council regarding the rezoning request, in accordance with the Town's Development Schedule, a Public Hearing for this item would be scheduled for Town Council at their Regular Meeting on Tuesday, June 27, 2023.

QUESTIONS:

If you have any questions regarding this notice, please contact Doug Braches, Planning Technician, at the Town of Prosper Development Services office, 250 W. First Street, by phone at (972) 569-1097, or by email at dbraches@prospertx.gov.



DEVELOPMENT SERVICES DEPARTMENT

250 W. First Street Prosper, TX 75078 Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case ZONE-23-0001: The Town of Prosper has received a request to rezone for 106 N. Main Street, from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5, Block 2, on .3± acres.

LOCATION OF SUBJECT PROPERTY:

The property is located south of Fifth Street and east of Main Street.

	ı				
		I OPPOSE the request as described in the notice of Public opposition.	Hearing. If in opposition, please provide a reason for		
	×	NO			
		COMMENTS (ATTACH ADDITIONAL SHEETS IF NECE	201 All Control of the Control of th		
		Please provide the P&Z	case number so / may		
		track it for site plan	I would like to Know		
		the result tenant.			
7.65	Name	DENNIS CONSTANTIALE (please print)	Signature Pars Tan Turu		
-	95 Addre	508 SANDIEWOOD Dr	5 · 31 · 23 Date		
-	Oity, S	ENTON, Tx. 76207 State, and Zip Code	denstal @ gmail. Com E-mail Address		
Ī	94 Phone	12. 201-6448 ne Number			

PLANNING



To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

David Hoover, Director of Development Services

Re: Planned Development Ordinance Marriott (Prosper Center)

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon an ordinance to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel. (Z22-0002).

History:

The item was originally tabled at the June 13, 2023, to reflect the new ownership.

Description of Agenda Item:

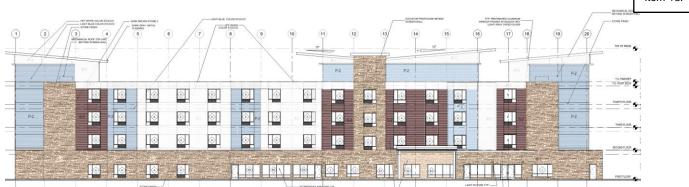
On July 26, 2022, the Town Council approved the proposed request, by a vote of 6-0 subject to:

- 1. Additional stone to the façade.
- 2. Additional landscaping around the pool.

Building Materials

The applicant originally provided an overall 42% stone material on the façade. The applicant has revised the façade plan to increase that overall stone material to 50%.

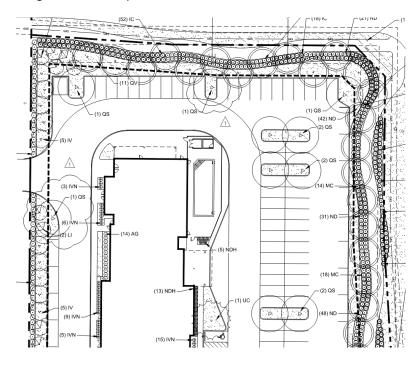
MATERIAL CALCULATIONS-OVERALL W/OUT WINDOW			
AREA PERCENTAGE			
STONE -1	11,972	38%	
STUCCO	15,595	50%	
STONE -2	3,635	12%	
TOTAL	31,202	100%	

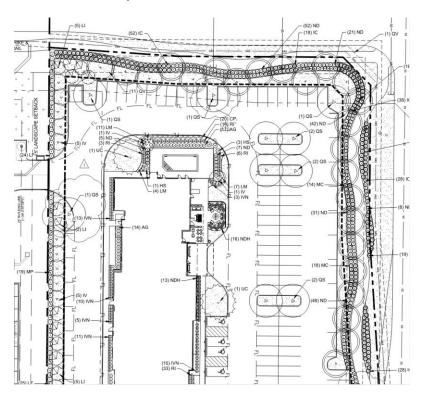


Landscaping

The applicant has revised the landscape plan to incorporate additional landscaping around the pool. The landscaping consists of shrubs such as Hardy Plumbago, Snow White Hawthorn, Glossy Abelia, Althea, and Super Blue Liriope.

Original Landscape Plan





An ordinance has been prepared accordingly. The Development Agreement between the Town of Prosper and MQ Development Partners, is also on the June 27, 2023, Town Council agenda for consideration.

Legal Obligations and Review:

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

Attached Documents:

- 1. Ordinance
- 2. Ordinance Exhibits

Staff Recommendation:

Staff recommends approval of an ordinance to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel.

Proposed Motion:

I move to approve an ordinance to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 5.7 ACRES, MORE OR LESS, SITUATED IN COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147, TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM OFFICE (O) TO PLANNED DEVELOPMENT-122, 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 (Case Z22-0002) from Prosper Premier Hotel (collectively, "Applicant"), to rezone 5.7 acres of land, more or less, in the Collin County School Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, from Office (O) to Planned Development-122, (PD-122) 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

<u>Findings Incorporated.</u> 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, as amended, is hereby amended as follows: The zoning designation of the below described property containing 5.7 acres of land, more or less, in the Collin County School Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-122 and being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Statement of Intent and Purpose, attached hereto as Exhibit B; (2) the Development Standards, attached hereto as Exhibit C; (3) the Site Plan, attached hereto as Exhibit D; (4) the Landscape Plan, attached hereto as Exhibit E; (5) the Façade Plans, attached hereto as Exhibit F, all of which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

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

<u>No Vested Interest/Repeal.</u> 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

<u>Unlawful Use of Premises</u>. 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

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

SECTION 6

<u>Severability.</u> 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

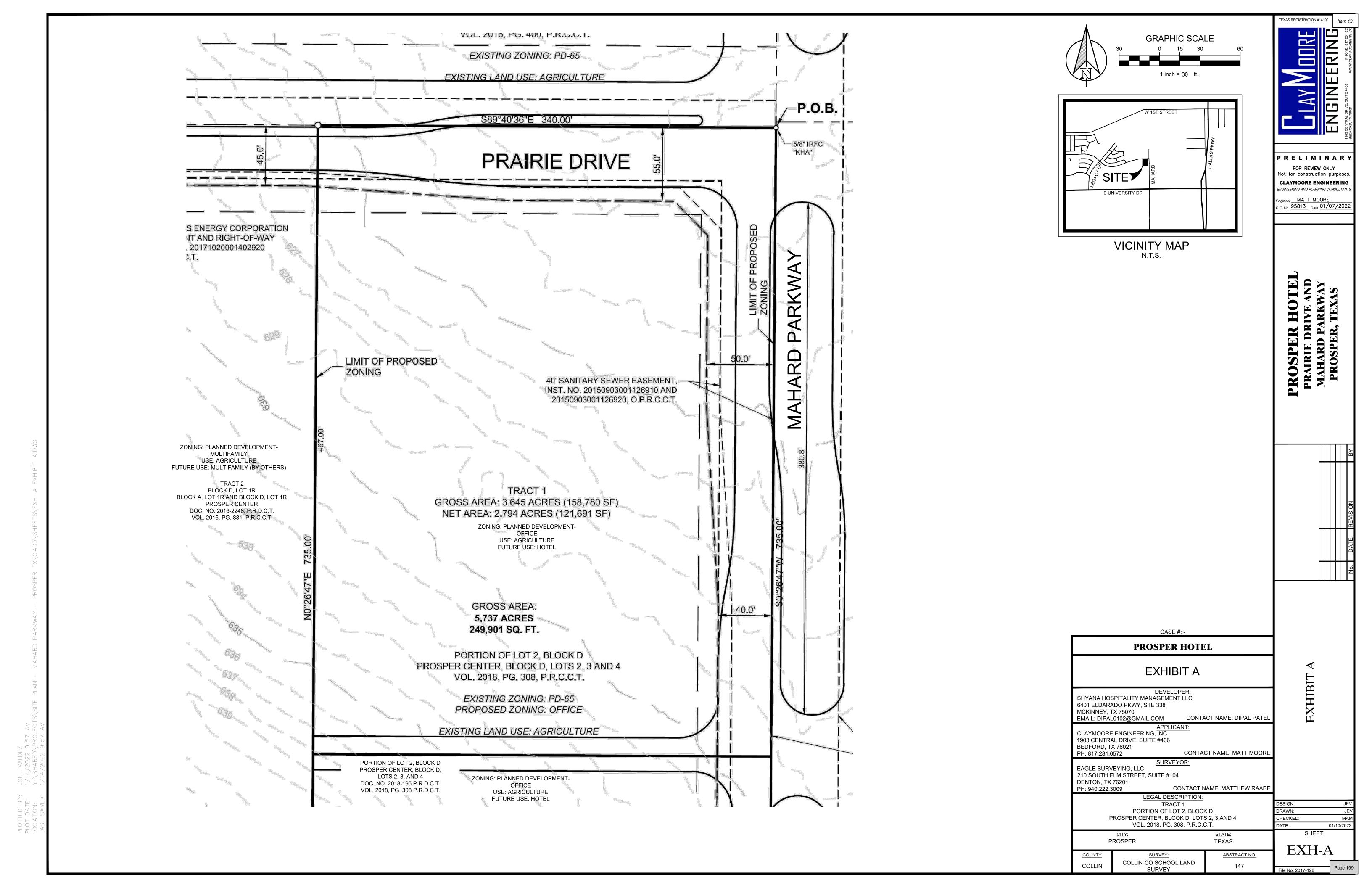
<u>Savings/Repealing Clause.</u> Prosper's Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal 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

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 27TH DAY OF JUNE, 2023.

ATTEST:	David F. Bristol, Mayor		
Michelle Lewis Sirianni, Town Secretary			
APPROVED AS TO FORM AND LEGALITY:			
Terrence S. Welch, Town Attorney			



Being a 5.74 acre tract or parcel of land situated in the Collin County School Land Survey, Abstract Number 147 in Collin County, Texas and being a portion of Lot 2, Block D, of the Revised Conveyance Plat of Prosper Center, recorded in Volume 2018, Page 308 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 5/8" iron rod stamped "KHA" found at the Northeast corner of said Lot 2;

THENCE South 00°26'47" West, with the East line of said Lot 2, a distance of 735.00 feet;

THENCE over and across said Lot 2 the following courses and distances:

North 89°40'36" West, a distance of 340.00 feet;

North 00°26'47" East, a distance of 735.00 feet the North line of said Lot 2;

THENCE South 89°40'36" East, with the North line of said Lot 2, a distance of 340.00 feet to the **POINT OF BEGINNING** and containing 5.74 acres of land more or less.



Exhibit B

January 18, 2022

Mr. Alex Glushko Planning Manager Town of Prosper 250 W. First Street Prosper, Texas 75078

Re: PD Zoning Request

Prosper Hotel – 5.74 Acre Tract

Letter of Intent

Dear Alex,

Please let this letter serve as the Letter of Intent for the PD Zoning request associated with the proposed hotel development located at the intersection of Mahard/Prairie Drive. The subject tract is currently zoned office based PD. This proposed PD zoning would accommodate the development of a hotel use on approximately 5.74 acres in accordance with the attached zoning site plan exhibit. 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,

Claymore Engineering, Inc. 301 S. Coleman, Suite 40 Prosper, TX 75078 817-201-6982

Mt de

Matt Moore, P.E.



Exhibit C – Planned 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 currently exists or may be amended) and the Subdivision Ordinance (Ordinance No. 17-41 as it currently exists or may be amended) shall apply. Except as noted below, the Tract shall develop in accordance with the Office (O) District, as it exists or may be amended.

1. Development Plans:

- A. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibit D.
- B. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibit F.
- C. Landscape Plan: The tract shall be developed in general accordance with the attached landscape plan, set forth in Exhibit G.
- **2. Uses:** Uses shall be permitted in accordance with the Office (O) District with the addition of the following:

A. Limited Service Hotel

3. Regulations: Regulations shall be permitted in accordance with the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and the Subdivision Ordinance (Ordinance No. 17-41 as it currently exists or may be amended) and only modified as follows:

A. Maximum Height:

- a. Limited-Service Hotel uses shall be no greater than Four (4) stories or Fifty-Five (55) feet in height.
- b. Limited-Service Hotel uses shall be subject to Access to guest rooms shall be restricted to exclusively to interior corridors.
- c. External balconies and walkways shall be set back 200 feet from any residential zoning district.
- d. Limited Service Hotel shall provide management staff on site 24 hours a day.



- e. Limited Service Hotel shall provide the following amenities.
 - A 1000 square foot conference room
 - Outdoor pool
 - Fitness center
 - Jogging trail
 - Outside patio with Webber Grill, fire pit, darts and cornhole
 - Daily housekeeping service
 - Daily breakfast

f. Utility Easements shall be allowed to overlap required landscape setbacks, buffers, and easements.

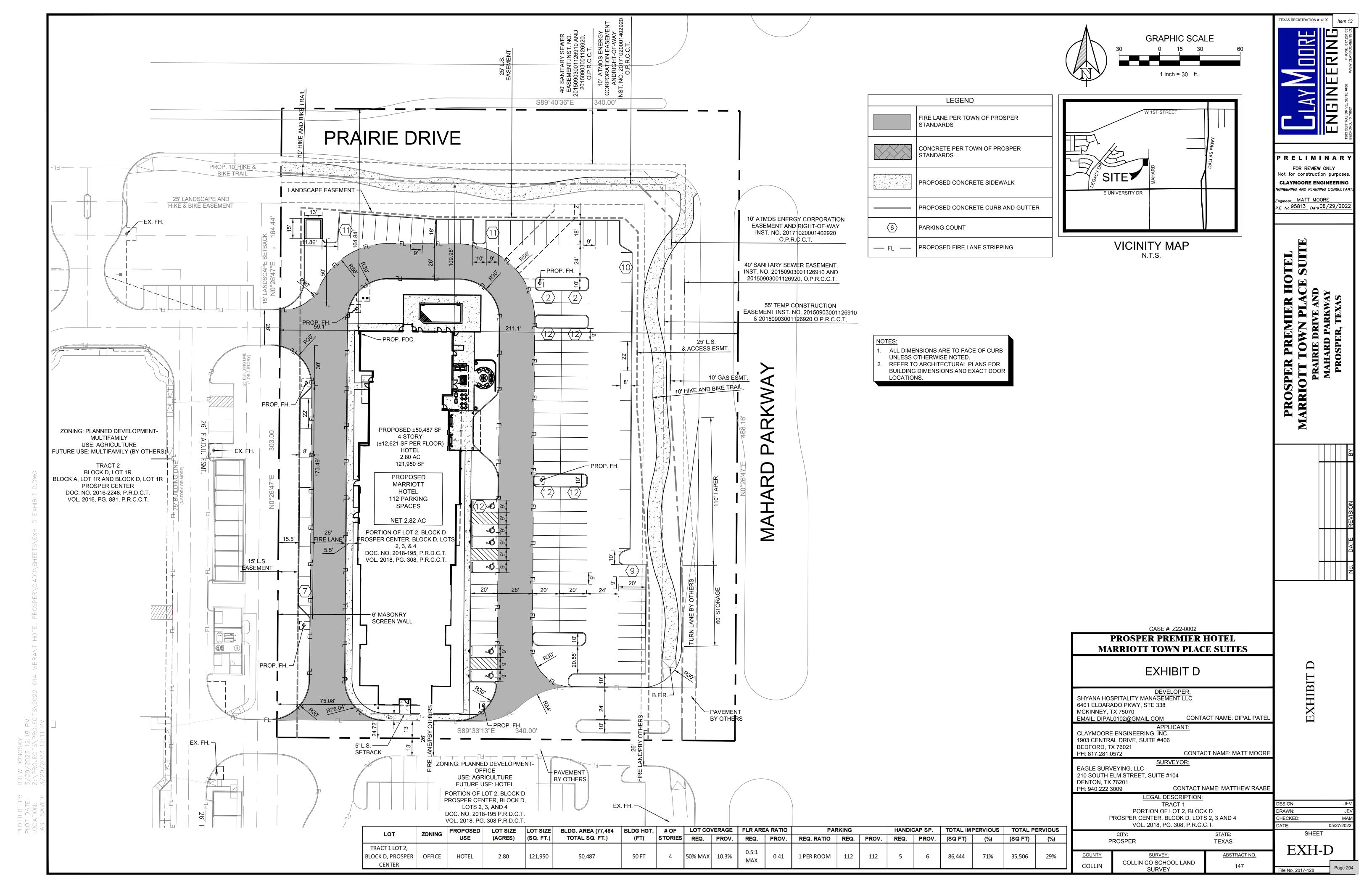




Exhibit E - Prosper Hotel PD

Below is an anticipated project schedule for the proposed Prosper Hotel Development Schedule in accordance with the submittal checklist. This schedule is conceptual and subject to change based on permitting/entitlements. Once obtained, then the permitting approvals will start with the Town.

Zoning Submittal to Town – 1/18/22 Zoning Approval from Town – 6/12/22

Development of the hotel will depend on market demands but we would anticipate that the project will proceed immediately for permit and construction given the necessary approvals.

Thank you and please call if you have any comments or need additional information.

Sincerely,

Matt Moore, P.E.

WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

- A. THE OWNER, TENANT AND/OR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING REQUIRED BY THIS ORDINANCE. ALL PLANT MATERIAL SHALL BE PERPETUALLY MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS THAT DIE SHALL BE REPLACED BY PROPERTY OWNER, TENANT OR AGENT WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OF NOTIFICATION BY THE TOWN OR A DATE APPROVED BY THE TOWN.
- B. ALL TREES LOCATED ON TOWN PROPERTY SHALL BE CARED FOR BY THE TOWN UNLESS THAT RESPONSIBILITY IS TRANSFERRED TO ANOTHER ENTITY THROUGH A COUNCIL-APPROVED AGREEMENT THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT SHALL ENSURE THAT THE TOWN, OR ITS CONTRACTOR, MONITORS AND CARES FOR TREES IN A WAY THAT PROMOTES A HEALTHY AND GROWING URBAN FOREST, IS PERFORMED ACCORDING TO ANSI A300, "STANDARDS FOR TREE CARE OPERATIONS," AND TREE CARE BEST MANAGEMENT PRACTICES PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. IT SHALL BE UNLAWFUL TO REMOVE, PRUNE, DAMAGE OR OTHERWISE HARM TREES ON TOWN PROPERTY WITHOUT PERMISSION FROM THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT. THE PARKS AND RECREATION DEPARTMENT SHALL BE RESPONSIBLE FOR DEVELOPING AND UPDATING AN ANNUAL WORK PLAN. THIS WORK PLAN SHALL DOCUMENT WHAT MAINTENANCE ACTIVITIES ARE BEING PERFORMED AND SCHEDULED EACH YEAR. THE PARKS AND RECREATION BOARD MAY APPOINT AN ADVISORY COMMITTEE TO FOCUS ON ISSUES AND INITIATIVES THAT PERTAIN TO ANY URBAN FOREST THAT IS LOCATED ON PUBLIC LANDS.

PLANT SCHEDILLE

PLANT_SCh	1EDUL	<u>E</u>			
TREES	CODE	COMMON / BOTANICAL NAME	SIZE	CONTAINER	QTY
000	CC	Texas Redbud / Cercis canadensis 'texensis min. 7' ht.;	CONT.	3" Cal	10
	IV	'Pride of Houston' Yaupon Holly / Ilex vomitoria 'Pride of Houston min. 7' ht.; multi-trunk	CONT.	3" Cal	17
	LI	Tuscarora Crape Myrtle / Lagestroemia indica 'Tuscarora' min. 7' ht.; multi-trunk	CONT.	3" Cal.	20
	UC	Cedar Elm / Ulmus crassifolia min. 7' ht.	CONT.	3" Cal	3
+	QV	Live Oak / Quercus virginiana min. 7' ht.	CONT.	3" Cal	28
	QS	Red Oak / Quercus shumardii min. 7' ht.	CONT.	3" Cal	13
SHRUBS	CODE	COMMON / BOTANICAL NAME	SIZE		<u>QTY</u>
\odot	AG	Glossy Abelia / Abelia grandiflora 36" o.c; min. 24" tall	5 gal		65
$\stackrel{\langle}{\times}$	СР	Hardy Plumbago / Ceratostigma plumbaginoides	1 gal		20
\bigoplus	IVN	Dwarf Yaupon / Ilex vomitoria `Nana` 36" o.c.; 24" tall	5 gal		67
\odot	LF	Texas Sage / Leucophyllum frutescens 'Compacta' 48" o.c.; 24" tall	5 gal.		49
	IC	Dwarf Burford Holly / Ilex cornuta 'Burfordii Nana' 36" o.c.; Min. 24" tall @ time of planting, 36" tall in one grow	5 gal wing seaso	n	239
*	LM	Super Blue Liriope / Liriope muscari 'Super Blue' 12" tall	3 gal		18
0	MP	Dwarf Wax Myrtle / Myrica pusilla 48" o.c.; 24" tall	5 gal		44
\odot	ND	Obsession Nandina / Nandina domestica 'Seika' 36" o.c.; Min. 24" tall @ time of planting, 36" tall in one grow	5 gal. wing seaso	n	231
ۥ3	HS	Althea / Hibiscus syriacus 36" o.c.; 24" tall	5 gal		7
\oplus	RI	Snow White Hawthorn / Rhaphiolepis indica 'Snow White' 36" o.cl.; 24" tall	5 gal		56
	NDH	Harbour Dwarf Nandina / Nandina domestica 'Harbour Dwa 36" o.c.	arf' 5 gal		40
GROUND COVERS	CODE	COMMON / BOTANICAL NAME	SIZE		QTY
	CD	Bermuda Grass / Cynodon dactylon `tif 419`	sod		24,180

Exhibit E

LANDSCAPE CALCULATIONS

LOT AREA: 159,327 SF REQUIRED OPEN SPACE 11,153 SF (7%) PROVIDED OPEN SPACE: 20,854 SF (13.1%)

STREET FRONTAGE:

MAHARD PARKWAY 468.16 LF TREES @ 1 / 30 LF: 16 TREES REQUIRED 16 TREES PROVIDED 234 SHRUBS REQUIRED SHRUBS @ 15 / 30 LF 288 SHRUBS PROVIDED

PRAIRIE DR. 340 LF TREES @ 1 / 30 LF: 12 TREES REQUIRED 12 TREES PROVIDED 170 SHRUBS REQUIRED SHRUBS @ 15 / 30 LF 170 SHRUBS PROVIDED

PARKING LOT

TOTAL PARKING SPACES: 1.680 SF (15 SF / PARKING SPACE) REQUIRED INTERIOR LANDSCAPE AREA: PROVIDED INTERIOR LANDSCAPE AREA: 4,220 SF 1 TREE PROVIDED AT THE TERMINUS OF EACH PARKING BAY ADDITIONAL SHRUBS PROVIDED AS A SOLID LIVING SCREEN

PERIMETER LANDSCAPE

WEST PROPERTY LINE 476.44 LF TREES REQUIRED (1 ORNAMENTAL TREE / 15 LF): TREES PROVIDED SHRUBS REQUIRED (1 SHRUBS/15 LF): SHRUBS PROVIDED:

SOUTH PROPERTY LINE - 340.58 TREES REQUIRED (1 ORNAMENTAL TREE / 15 LF): TREES PROVIDED: SHRUBS REQUIRED (1 SHRUBS/15 LF): 23

NO EXISTING TREES ON SITE

SHRUBS PROVIDED: * DUE TO SHARED DRIVE ACCESS

TOWN OF PROSPER GENERAL 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
- 2) All plant substitutions are subject to Town approval and must be specified on the approved landscape plan. 3) All turf areas to be established prior to the Certificate of Occupancy, unless otherwise approved by the Town.
- 4) 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.

7) Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berming, or devise

- 5) Trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls, and/or other healthy root growth. 6) 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.
- alternative drainage. 8) Trees shall not be planted deeper than the base of the "trunk flare".
- 9) The tree pit shall be backfilled with native topsoil free of rock and other debris. 10) Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
- 11) 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 wate
- 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.
- 13) 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
- 14) Topsoil shall be a minimum of eight (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. 15) All plant beds shall be top-dressed with a minimum of three (3) inches of mulch.
- 16)Trees overhanging walks and parking shall have a minimum clear trunk height of seven (7) feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of fourteen (14) feet.
- 17) A visibility triangle must be provided at all intersections, where shrubs are not to exceed thirty (30) inches in height, and trees shall have a minimum clear trunk height of nine (9) feet.
- 18) Trees planted on a slope shall have the tree well at the average grad of slope.
- 19) No shrubs shall be permitted within areas less than three (3) feet in width. All beds less than three (3) feet in width shall be grass, groundcover, or some type of
- 20) 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.
- 21) 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 thirty (30) days unless otherwise approved in writing by the Town of Prosper. 22) Landscape and open areas shall be kept free of trash, litter, and weeds.
- 23) 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 Division is required for each irrigation system 24) 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
- 25) No planting areas shall exceed 3:1 slope (3 ft Horizontal to 1 ft Vertical). 26) Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grad of the berm prior to acceptance. 27) All walkways shall meet ADA and TAS requirements.
- 28) Contact Town of Prosper Parks and Recreation Division at (972) 569-1160 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.
- 29) 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.
- 30) Prior to calling for a landscape inspection, the contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.

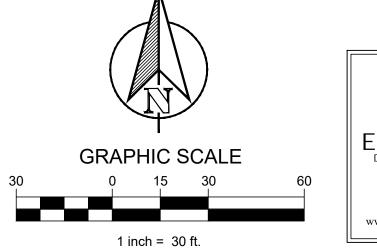
NOTE TO LANDSCAPE CONTRACTOR:

NEW INSPECTIONS WILL BE MADE FOR THE FOLLOWING: 1.) TREE HEIGHT, WIDTH & CALIPER (AT DELIVERY) 2.) SHRUB HEIGHT, WIDTH & CONTAINER SIZE (AT DELIVERY) (ANY UNDERSIZED PLANT NOT FULLY ROOTED MAY BE DENIED BY PARKS AT INSPECTION)

3.) INSPECTION OF TREE PIT SIDE WALLS & DEPTH. 4.) INSPECT AT LEAST ONE (1) PERCOLATION TESTED PIT.

GENERAL PLANTING NOTES

- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS. AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT. AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF
- THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER. ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN TURF AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP
- 4. INSTALL 5 OUNCE, WOVEN, NEEDLE-PUNCHED POLYPROPYLENE FABRIC (DeWITT "PRO-5" OR EQUAL) UNDER
- ALL MULCHED AREAS AND INDIVIDUAL TREE RINGS. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING BEDS AND TREE
- RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE. INSTALL 14G, GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN
- GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN). HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD). ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING
- METHODS, TREE PROTECTION METHODS, ETC.). THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN
- (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR
- SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS). 11. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
- 12. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS





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File No. 2017-128

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05/04/2023

SUITE

PROSPI MARRIOT

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR

- ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE
- A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES
- THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
- B. SCOPE OF WORK WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY

AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER,

ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

- ALL MANUFACTURED PRODUCTS SHALL BE NEW. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
 - FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
- ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
- ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
- ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
- CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
- MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED. SHALL BE REJECTED. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF
- WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD. D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY,
- GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND
- F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR
- ANIMAL-BASED PRODUCTS SHALL BE USED. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY
- H. MULCH: SIZÉ AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF
- WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PRO5 LANDSCAPE FABRIC (OR APPROVED TREE STAKING AND GUYING
- STAKES: 6' LONG GREEN METAL T-POSTS.
- GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE
- STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
- N. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

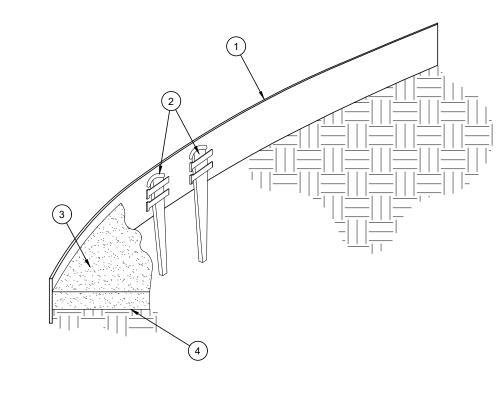
- BEFORE STARTING WORK. THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE

 H.
- WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES SOIL TESTING: a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY,
 - PH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL
 - THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT
 - THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - AMMONIUM PHOSPHATE 16-20-0 15 LBS PER 1,000 S.F. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
 - TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY
 - MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - NITROGEN STABILIZED ORGANIC AMENDMENT 4 CU. YDS. PER 1,000 S.F. 12-12-12 FERTILIZER - 10 LBS, PER CU. YD.
 - AGRICULTURAL GYPSUM 10 LBS. PER CU. YD.
- IRON SULPHATE 2 LBS, PER CU, YD.
- CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS. AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS, MUI CH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL
- ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL

- REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE
- TRENCHING NEAR EXISTING TREES: a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK
- DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK). ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR
- TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE
- CANOPY DRIP LINES WITHIN 24 HOURS d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
- C. TREE PLANTING TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
- SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS,
- THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
- BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
- THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
 - TWO STAKES PER TREE a. 1"-2" TREES 2-1/2"-4" TREES THREE STAKES PER TREE
- TREES OVER 4" CALIPER GUY AS NEEDED THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO MULTI-TRUNK TREES STABILIZE THE TREE UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE
- INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
- SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
- INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS,
- COVERING THE ENTIRE PLANTING AREA.
- SODDING SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
- LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
- ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
- F. CLEAN UP DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
- DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
- WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24
- THE LANDSCAPE WARRANTY PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE WARRANTY PERIOD WILL COMMENCE.
- PLANT GUARANTEE AND REPLACEMENTS THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD. SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN
- EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY. DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER

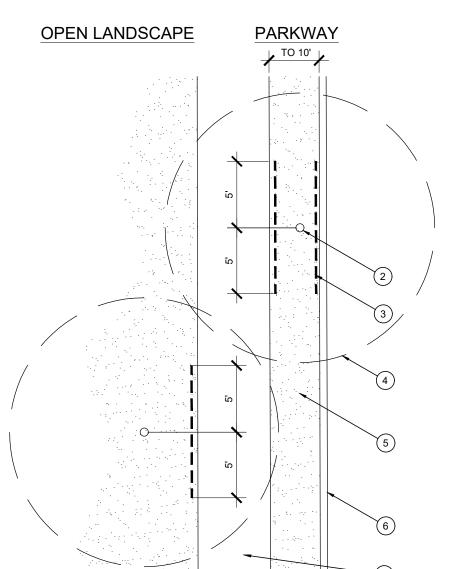
Exhibit E

DAMAGE BY HUMAN ACTIONS PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



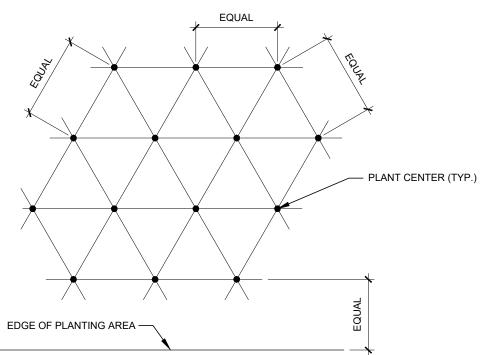
- (1) ROLLED-TOP STEEL EDGING PER PLANS.
- (2) TAPERED STEEL STAKES. (3) MULCH, TYPE AND DEPTH PER PLANS
- (4) FINISH GRADE.
- 1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED. 2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE. TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.





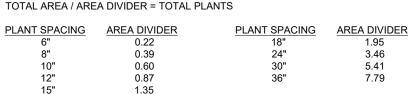
- TYPICAL WALKWAY OR PAVING
- TREE TRUNK
- TYPICAL SYMBOL FOR LINEAR ROOT BARRIER MATERIAL. SEE PLANTING INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- (4) TREE CANOPY
- (5) TYPICAL PLANTING AREA (6) TYPICAL CURB AND GUTTER





NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

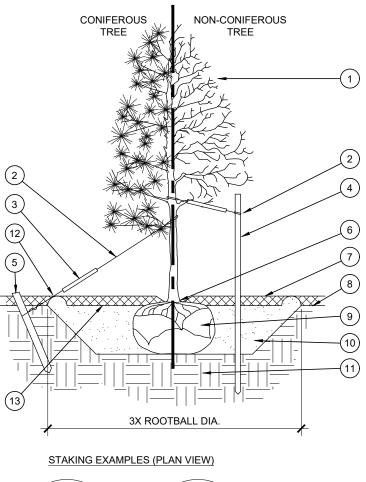
1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:

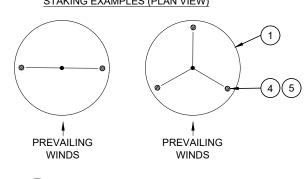


2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER STEP 1: 100 SF/1.95 = 51 PLANTS STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

PLANT SPACING SCALE: NTS





SCALE: NOT TO SCALE

(1) TREE CANOPY. (2) CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR

2 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.

3 24" X 3/4" P.V.C. MARKERS OVER WIRES.

(4) GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.

(5) PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND

18" MIN. INTO UNDISTURBED SOIL.

- (6) TRUNK FLARE.
- (7) MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
- (8) FINISH GRADE.
- (9) ROOT BALL.
-) BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS
- (11) UNDISTURBED NATIVE SOIL.
- (12) 4" HIGH EARTHEN WATERING BASIN.

(1) SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.

(5) BACKFILL. AMEND AND FERTILIZE ONLY AS

CENTER.

3) FINISH GRADE

(6) UNDISTURBED NATIVE SOIL

(8) WEED FABRIC UNDER MULCH

(7) 3" HIGH EARTHEN WATERING BASIN

(4) ROOT BALL.

DISTANCE PER PLAN

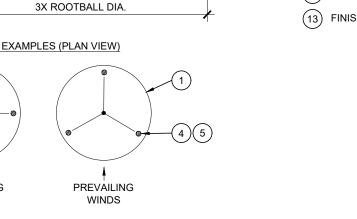
24" MIN. TO EDGE OF MATURE CANOPY

(2) MULCH, TYPE AND DEPTH PER PLANS. PLACE NO

MORE THAN 1" OF MULCH WITHIN 6" OF PLANT

RECOMMENDED IN SOIL FERTILITY ANALYSIS.

(13) FINISH GRADE.



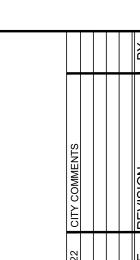
05/04/2023

NZ

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GINE

Z



CIFICATION

HECKED

01/31/202 SHEET LP-2

File No. 2017-128

PLANTING AT PARKING AREA SCALE: NOT TO SCALE

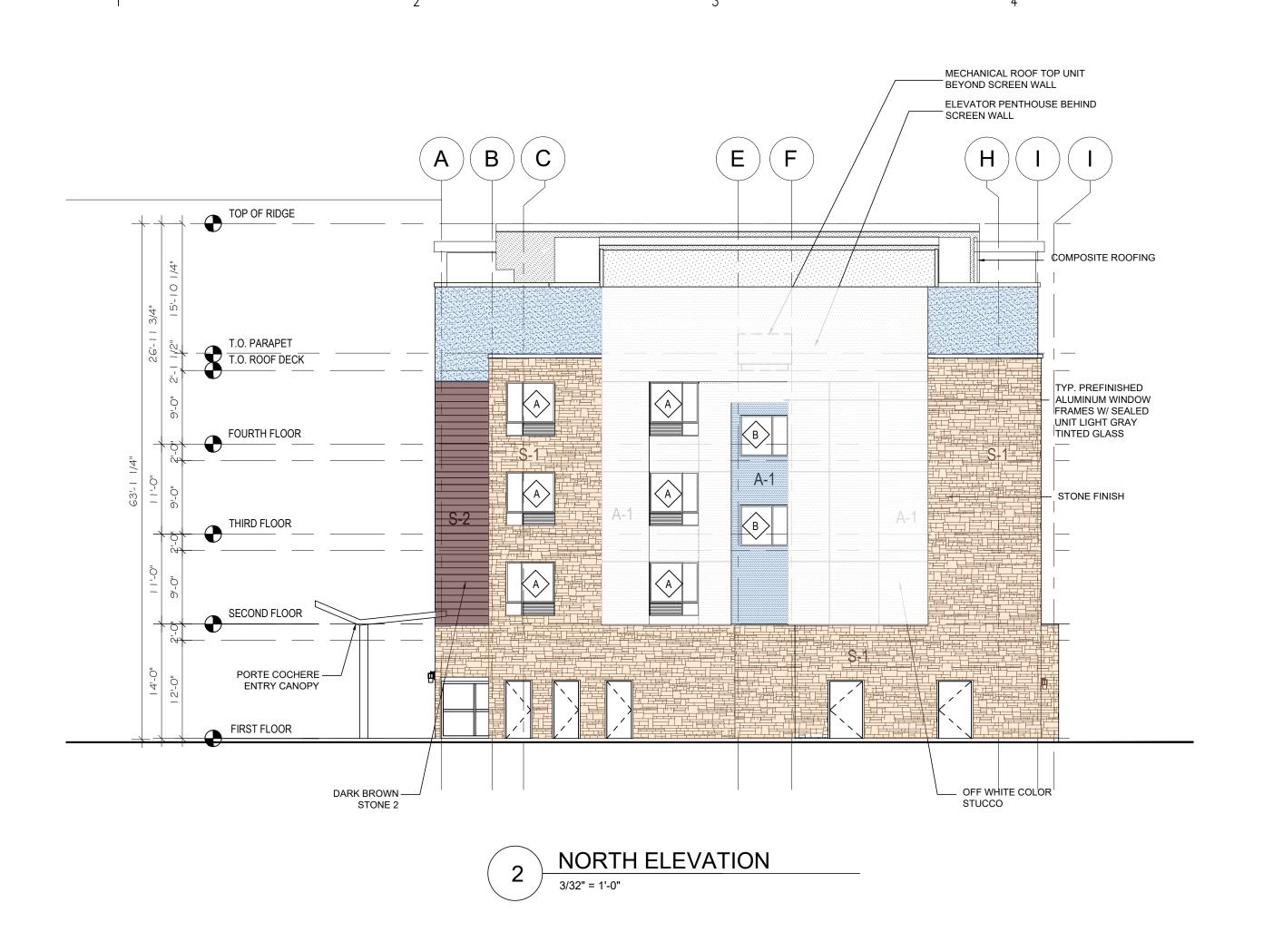
SHRUB AND PERENNIAL PLANTING

1) CURB. (2) MULCH LAYER. (3) PLANT.

(4) TURF (WHERE SHOWN ON PLAN).

(800) 680-6630 Addison, TX 75001

EVERGREEN 15455 Dallas Pkwy., Ste 600 www.EvergreenDesignGroup.com



EAST ELEVATION

3/32" = 1'-0"

MATERIAL CALCULATIONS-OVERALL W/OUT WINDOW			
AREA PERCENTAGE			
STONE -1	11,972	38%	
STUCCO	15,595	50%	
STONE -2	3,635	12%	
TOTAL	31,202	100%	

MATERIAL CALCULATIONS-EAST W/OUT WINDOW

PERCENTAGE

36%

51%

13%

PERCENTAGE

47%

49%

4%

AREA

4,580

6,418

1,663

12,661

MATERIAL CALCULATIONS-NORTH W/OUT WINDOW

AREA

1,601

1,656

144

3,401

	MATERIAL CALCULATIONS-OVERALL W/ WINDOW			
		AREA	PERCENTAGE	
	STONE - 1	11,972	33%	
	STUCCO	15,595	43%	
	STONE -2	3,635	10%	
	WINDOW	5,200	14%	
	TOTAL	36,402	100%	
•				

MATER	IAL CALCULATIONS-EAST W	/ WINDOW	
AREA PERCENTAG			
STONE-1	4,580	31%	
STUCCO	6,418	44%	
STONE-2	1,663	11%	
WINDOW	1,917	13%	
TOTAL	14,578	100%	

MATERIAL CALCULATIONS-NORTH W/WINDOW			
	AREA	PERCENTAGE	
STONE-1	1,601	43%	
STUCCO	1,656	45%	
STONE-2	144	4%	
WINDOW	300	8%	
TOTAL	3,701	100%	

Exhibit F

MATERIAL LEGEND:

S1	STONE FINISH
P1	OFF WHITE COLOR STUCCO
P2	GRAY COLOR STUCCO



INDICATES 1" SEALED UNIT WINDOW IN **CLEAR ANODIZED** ALUMINUM FRAMES WITH

VARYING SIZES

DARK BROWN

ARK

- MARRIOTT ND MAHARD

TownePlace-logo.tif

ARCHITECTURE • URBAN PLANNING • INTERIOR DESIGN

PRP.ARQ, corp.

email: ppatel2030@gmail.com

3 Colonial Court

www.prparq.com

FRISCO TEXAS USA

Frisco, Texas 75034 tel: 972 900 3104

Item 13.

ARCHITECT:

CONSULTANT:

GENERAL NOTES:

STONE -1

STUCCO

STONE- 2

TOTAL

STONE - 1

STUCCO

STONE -2

5

- This Facade Plan is for conceptual purposes only. all building plans require review and approval from the
- Building Inspections Division. • All mechanical equipment shall be screened from public view. rooftop mounted equipment shall be screed
- by a parapet wall or screening wall. screening walls shall be the specifications of the Zoning Ordinance.
 When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by the Building Inspections Division.
- Windows shall have a maximum exterior visible reflectivity of ten (10) percent. • Any deviation from the approved Facade Plan will require re-approval by the Town of Prosper.

1. A MINIMUM 4'X4' BUILDING MATERIAL MOCK-UP BOARD MUST BE CONSTRUCTED AT THE SITE AND INSPECTED BY THE PLANNING DIVISION PRIOR TO VERTICAL CONSTRUCTION.



EXTERIOR ELEVATONS

DESCRIPTION

PROFESSIONAL SEALS

PROJECT ABBREVIATION 13 FEBRUARY 2022

Page 208

3/4/2023



MATERIAL CALCULATIONS-WEST W/OUT WINDOW			
	AREA	PERCENTAGE	
STONE	4 <i>,</i> 476	37%	
STUCCO	5,869	49%	
WALL PANEL	1,619	14%	
TOTAL	11,964	100%	

	ADEA	
	AREA	PERCENTAGE
STONE-1	4,476	31%
STUCCO	5,869	41%
STONE-2	1,619	11%
WINDOW	2,285	16%
TOTAL	14,249	100%

MATERIAL LEGEND:	
	STONE FINISH
	OFF WHITE COLOR STUCCO
	GRAY COLOR STUCCO

DARK BROWN WALL PANEL

MATERIAL CALCULATIONS-SOUTH W/OUT WINDOW		
	AREA	PERCENTAGE
STONE-1	1,315	41%
STUCCO	1,652	52%
STONE-2	209	7%
TOTAL	3,176	100%

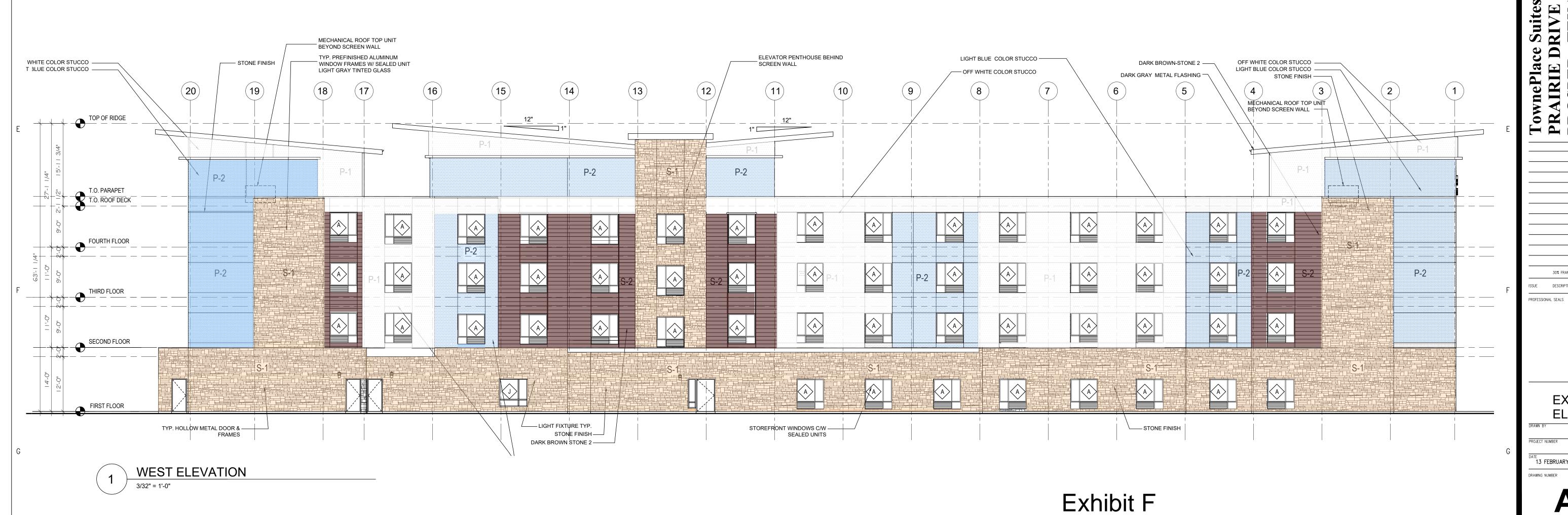
MATERIAL CALCULATIONS-SOUTH W/WINDOW		
	AREA	PERCENTAGE
STONE-1	1,315	34%
STUCCO	1,652	43%
STONE-2	209	5%
WINDOW	698	18%
TOTAL	3,874	100%
	-,	

GENERAL NOTES:

5

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R FownePlace Suites - PRAIRIE DRIVE A

3/4/2023

EXTERIOR ELEVATONS

13 FEBRUARY 2022

Page 209



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

David Hoover, Director of Development Services

Re: Development Agreement Marriott (Prosper Center)

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Premier Hotel LLC and the Town of Prosper, related to the Prosper Center Development, located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel. (DEVAGRE-23-0010)

History:

The item was originally tabled at the June 13, 2023, to reflect the new ownership.

Description of Agenda Item:

On July 26, 2022, the Town Council approved the proposed request.

A Development Agreement has been prepared accordingly. The ordinance for the adoption of the zoning request, is also on the June 13, 2023, Town Council agenda for consideration.

Legal Obligations and Review:

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

Attachments:

- 1. Development Agreement
- 2. Exhibits

Town Staff Recommendation:

Town staff recommends that the Town Manager to execute a Development Agreement between Prosper Premier Hotel LLC and the Town of Prosper, related to the Prosper Center Development, located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel.

Proposed Motion:

Item 14.

I move to authorize the Town Manager to execute a Development Agreement between Prosper Premier Hotel LLC and the Town of Prosper, related to the Prosper Center Development, located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Prosper Premier Hotel LLC, a Texas limited liability company ("Owner"), collectively referred to as "Parties," to be effective on the date last executed by either of the Parties (the "Effective Date").

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner is developing an approximate 5.74-acre tract of land generally located west of Mahard Parkway and south of Prairie Drive, more particularly described in Exhibit A, attached hereto and incorporated by reference (the "Property"); and

WHEREAS, the Property was rezoned by the Town Council on or about July 26, 2022, to allow for a limited service hotel in the Property, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the Ordinance rezoning the Property, as said Ordinance may be amended, and/or this Development Agreement, to recognize Owner's reasonable investment-backed expectations in the development of the Property and as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

- 1. <u>Development Standards</u>. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit C, elevations and building materials for the structure(s) located on the Property, attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.
- 2. Weed-Free Landscape Areas. Owner agrees to maintain all landscaped areas of the Property, as reflected on the Landscape Plan, attached hereto as Exhibit D and incorporated by reference, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Failure to comply with the terms of this Paragraph relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter may result in the filing of a complaint against Owner in the Town's municipal court (or other appropriate forum) or other such action deemed appropriate by the Town related to the enforcement of the terms and provisions of this Paragraph.
- 3. <u>Covenant Running with the Land</u>. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of Owner and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or

any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

- **4.** Applicability of Town Ordinances. Owner shall construct all structures on the Property in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.
- 5. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.
- **6.** <u>Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.
- **7.** <u>Notice</u>. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper

200 S. Main Street

P.O. Box 307

Prosper, Texas 75078 Attention: Town Manager

If to Owner: Prosper Premier Hotel

6401 Eldorado Parkway Suite 338

Mckinney, Texas 75070

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

- **9.** <u>Entire Agreement.</u> This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
- **10.** <u>Savings/Severability</u>. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- 11. <u>Binding Agreement</u>. A telecopied facsimile or pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.
- 12. <u>Authority to Execute</u>. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.
- **13.** <u>Mediation</u>. 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.
- 14. Notification of Sale or Transfer; Assignment of Agreement. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

- **15. Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- 16. <u>Effect of Recitals</u>. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.
- **17.** <u>Consideration</u>. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- **18.** <u>Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or pdf signature will also be deemed to constitute an original.
- **19.** Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 20. Exactions/Infrastructure Costs. Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.
- 21. Rough Proportionality. Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to roadway or infrastructure requirements imposed by this Agreement. Owner and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of

a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to roadway or infrastructure requirements imposed by this Agreement.

- **22.** Waiver of Texas Government Code § 3000.001 et seq. With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.
- **23.** <u>Amendment</u>. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.
- **24.** <u>Miscellaneous Drafting Provisions</u>. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

	TOWN:
	THE TOWN OF PROSPER, TEXAS
	D.
	By: Name: Mario Canizares Title: Town Manager, Town of Prosper
STATE OF TEXAS)	Title. Town Manager, Town of Trooper
COUNTY OF COLLIN)	
	vledged before me on the day on the before me on the Town of Prosper
Texas, on behalf of the Town of Prospe	•
	Notary Public, State of Texas My Commission Expires:

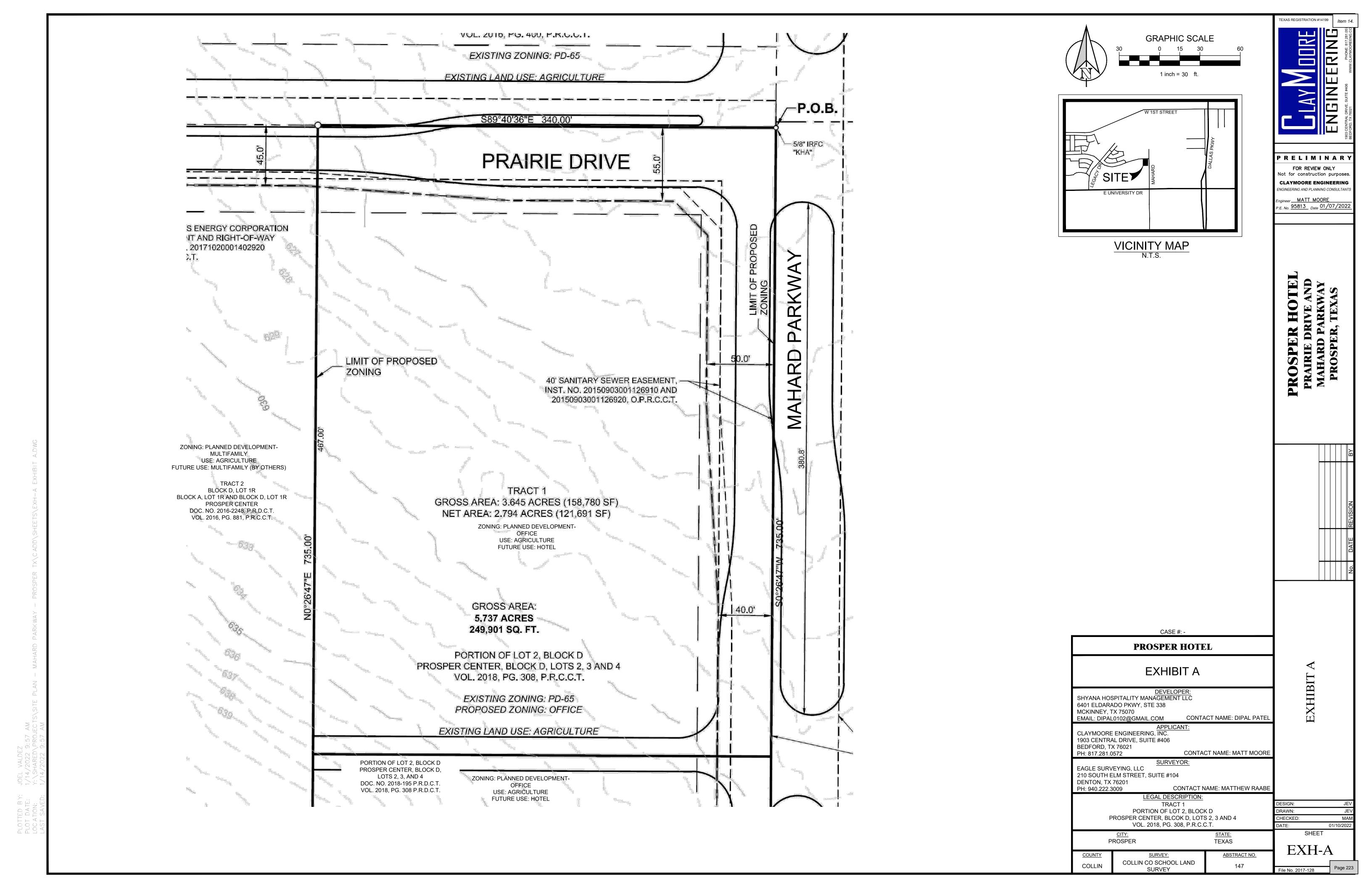
	OWNER:
	Prosper Premier Hotel, a Texas limited liability company
	By: Dipal Patel, Principal
STATE OF TEXAS) COUNTY OF)	
, 2023, by Craig Cu at Legacy LLC, a Texas limited liability	owledged before me on the day ourry, in his capacity as Manager of Prosper Villages y company, known to be the person whose name is not, and that he executed the same on behalf of and
	Notary Public, State of Texas My Commission Expires:

EXHIBIT A (Property Description)

EXHIBIT B (Concept Plan)

EXHIBIT C (Building Materials and Elevations)

EXHIBIT D (Landscape Plan)



Being a 5.74 acre tract or parcel of land situated in the Collin County School Land Survey, Abstract Number 147 in Collin County, Texas and being a portion of Lot 2, Block D, of the Revised Conveyance Plat of Prosper Center, recorded in Volume 2018, Page 308 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 5/8" iron rod stamped "KHA" found at the Northeast corner of said Lot 2;

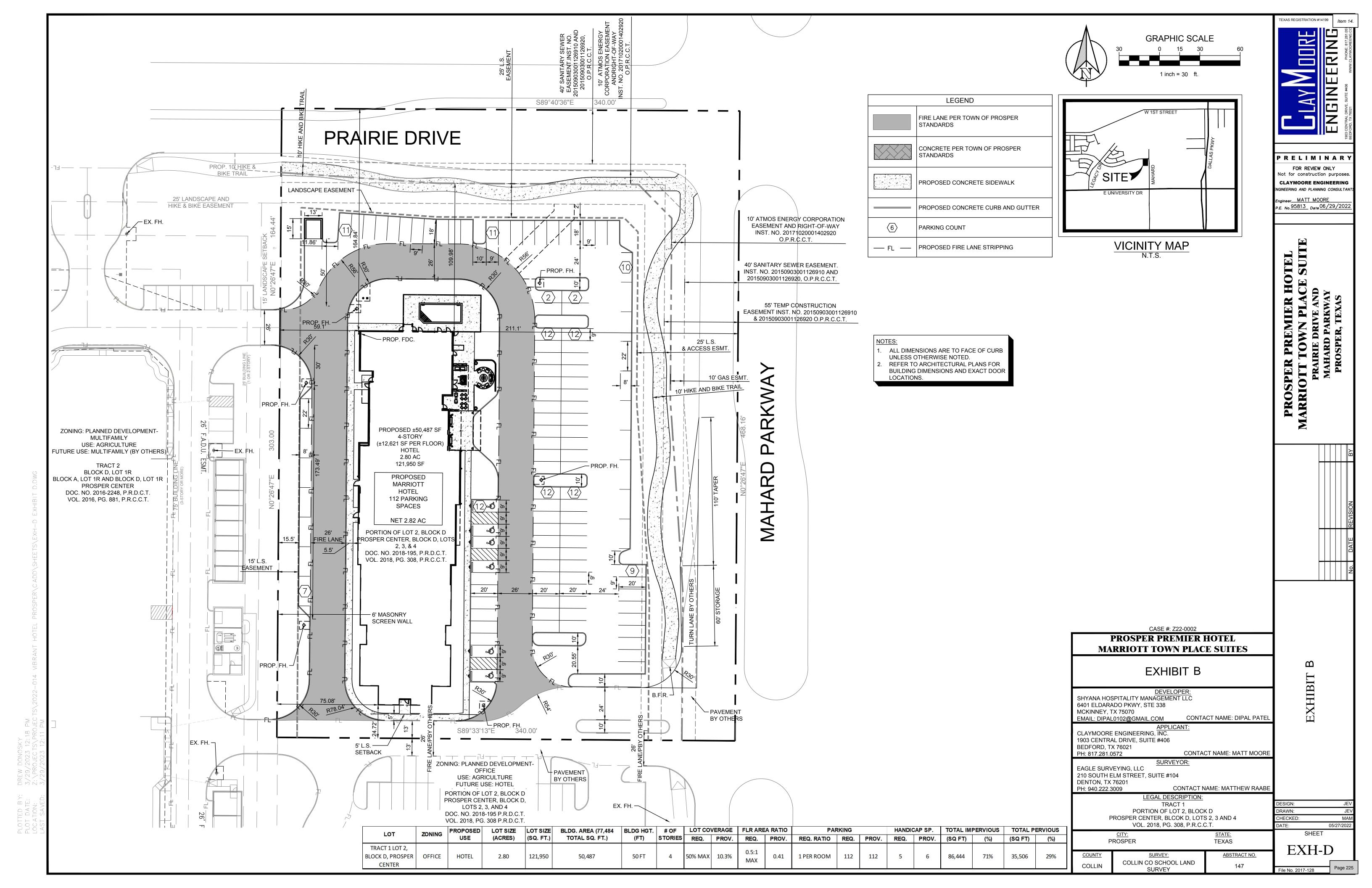
THENCE South 00°26'47" West, with the East line of said Lot 2, a distance of 735.00 feet;

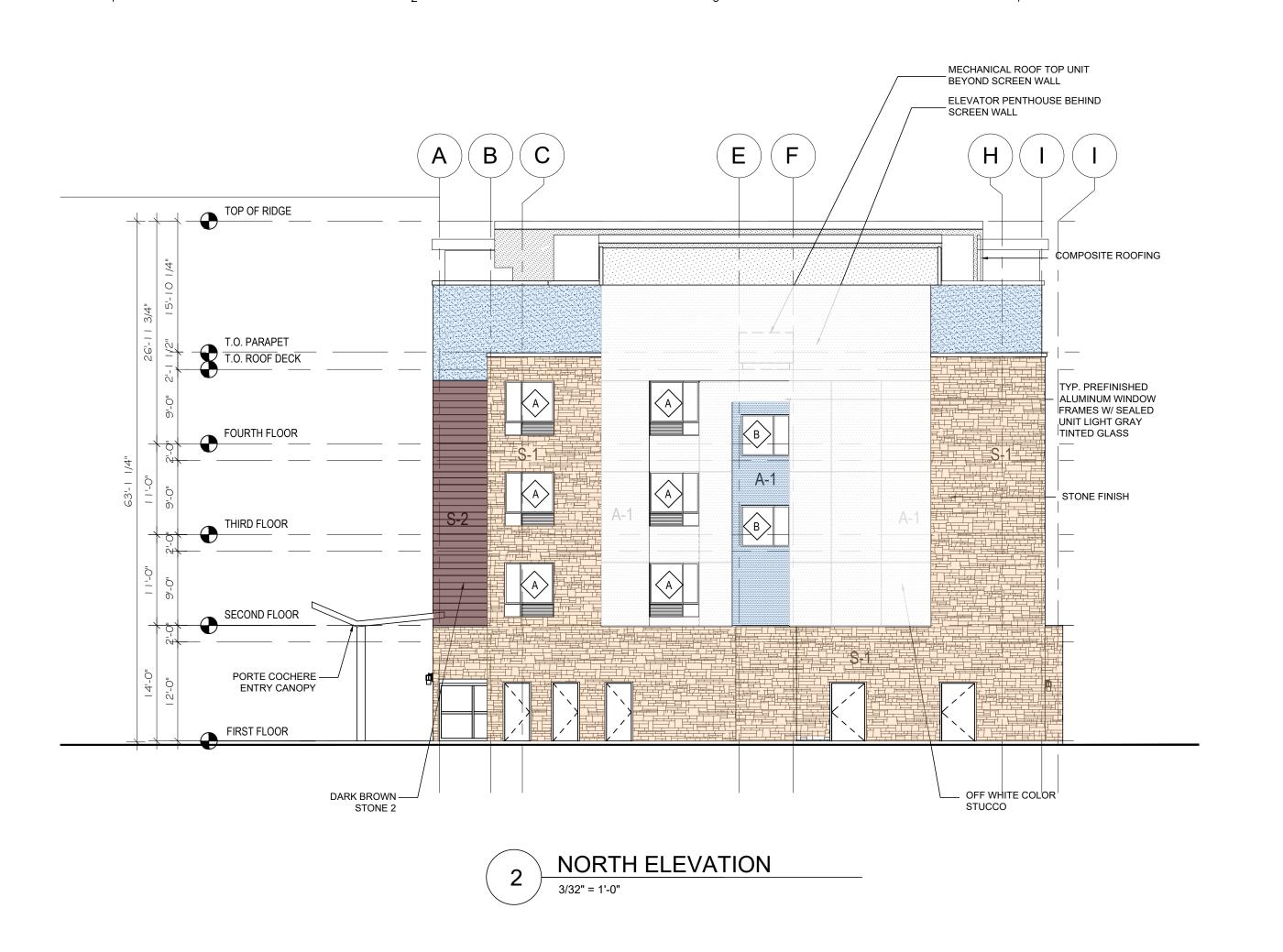
THENCE over and across said Lot 2 the following courses and distances:

North 89°40'36" West, a distance of 340.00 feet;

North 00°26'47" East, a distance of 735.00 feet the North line of said Lot 2;

THENCE South 89°40'36" East, with the North line of said Lot 2, a distance of 340.00 feet to the **POINT OF BEGINNING** and containing 5.74 acres of land more or less.





EAST ELEVATION

3/32" = 1'-0"

MATERIAL CALCULATIONS-OVERALL W/OUT WINDOW		
	AREA	PERCENTAGE
STONE -1	11,972	38%
STUCCO	15,595	50%
STONE -2	3,635	12%
TOTAL	31,202	100%

MATERIAL CALCULATIONS-EAST W/OUT WINDOW

PERCENTAGE

36%

51%

13%

PERCENTAGE

47%

49%

4%

AREA

4,580

6,418

1,663

12,661

MATERIAL CALCULATIONS-NORTH W/OUT WINDOW

AREA

1,601

1,656

144

3,401

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TOTAL	14 578	100%	

MATERIAL CALCULATIONS-NORTH W/WINDOW		
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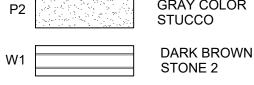
Exhibit C

MATERIAL LEGEND:

INDICATES 1"

SEALED UNIT

S1	STONE FINISH
P1	OFF WHITE COLOR STUCCO
	GRAY COLOR





WINDOW IN **CLEAR ANODIZED** ALUMINUM FRAMES WITH VARYING SIZES

Item 14.

ARCHITECT:

CONSULTANT:

ARCHITECTURE • URBAN PLANNING • INTERIOR DESIGN

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PRP.ARQ, corp.

email: ppatel2030@gmail.com

3 Colonial Court

www.prparq.com

FRISCO TEXAS USA

ARK

CownePlace Suites - PRAIRIE DRIVE A

Frisco, Texas 75034 tel: 972 900 3104

GENERAL NOTES:

STONE -1

STUCCO

STONE- 2

TOTAL

STONE - 1

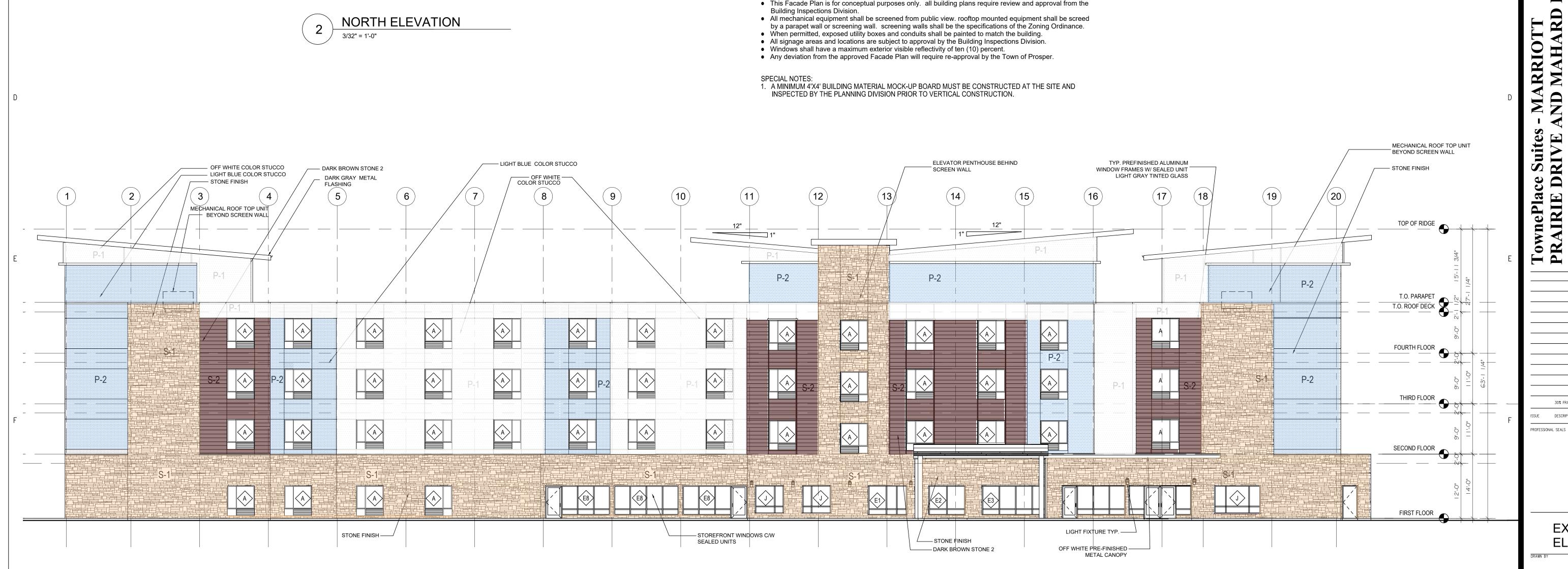
STUCCO

STONE -2

5

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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 re-approval by the Town of Prosper.

1. A MINIMUM 4'X4' BUILDING MATERIAL MOCK-UP BOARD MUST BE CONSTRUCTED AT THE SITE AND INSPECTED BY THE PLANNING DIVISION PRIOR TO VERTICAL CONSTRUCTION.



EXTERIOR ELEVATONS

DESCRIPTION

PROFESSIONAL SEALS

3/4/2023

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PROJECT ABBREVIATION 13 FEBRUARY 2022



MATERIAL CALCULATIONS-WEST W/OUT WINDOW		
	AREA	PERCENTAGE
STONE	4,476	37%
STUCCO	5,869	49%
WALL PANEL	1,619	14%
TOTAL	11,964	100%
·		

WATERIAL CALCOLATIONS-WEST W/ WINDOW		
	AREA	PERCENTAGE
STONE-1	4,476	31%
STUCCO	5,869	41%
STONE-2	1,619	11%
WINDOW	2,285	16%
TOTAL	14,249	100%

MATERIAI	L LEGEND:
	STONE FINISH
	OFF WHITE COLOR STUCCO
	GRAY COLOR STUCCO
	DARK BROWN WALL PANEL

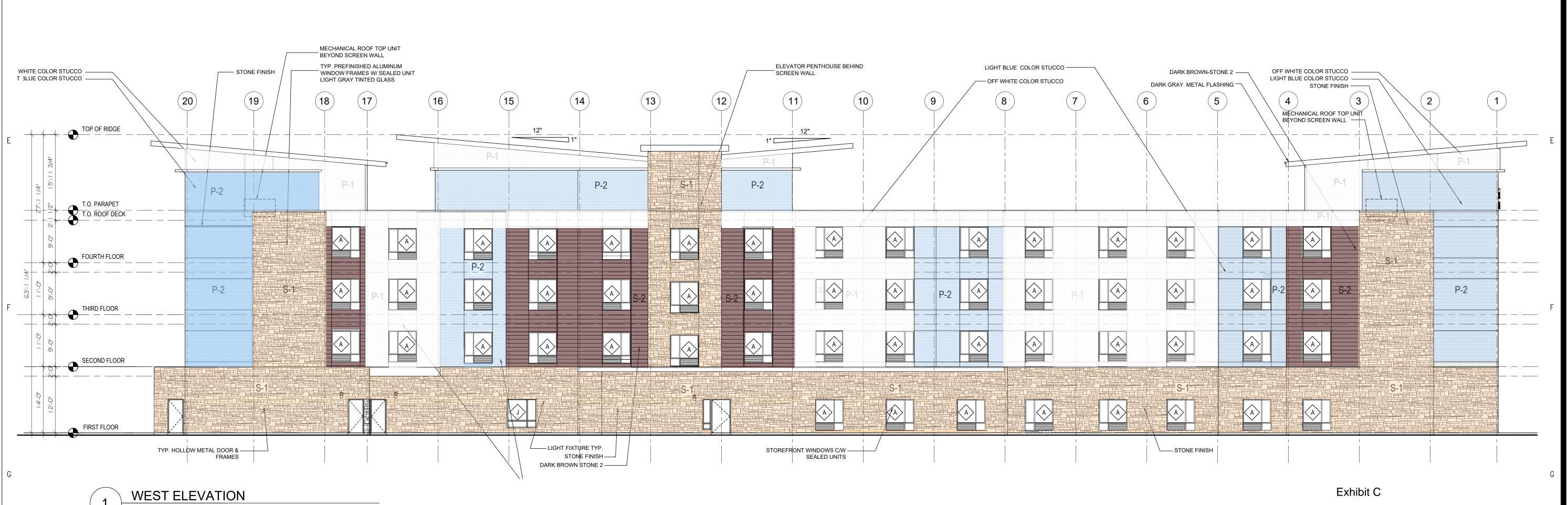
MATERIAL CALCULATIONS-SOUTH W/OUT WINDOW		
	AREA	PERCENTAGE
STONE-1	1,315	41%
STUCCO	1,652	52%
STONE-2	209	7%
TOTAL	3,176	100%

MATERIAL CALCULATIONS-SOUTH W/ WINDOW		
AREA	PERCENTAGE	
1,315	34%	
1,652	43%	
209	5%	
698	18%	
3,874	100%	
	AREA 1,315 1,652 209 698	

GENERAL NOTES:

5

- This Facade Plan is for conceptual purposes only. all building plans require review and approval from the Building Inspections Division.
- All mechanical equipment shall be screened from public view. rooftop mounted equipment shall be screed by a parapet wall or screening wall. screening walls shall be the specifications of the Zoning Ordinance.
 When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by the Building Inspections Division.
- Windows shall have a maximum exterior visible reflectivity of ten (10) percent.
 Any deviation from the approved Facade Plan will require re-approval by the Town of Prosper.
- 1. A MINIMUM 4'X4' BUILDING MATERIAL MOCK-UP BOARD MUST BE CONSTRUCTED AT THE SITE AND INSPECTED BY THE PLANNING DIVISION PRIOR TO VERTICAL CONSTRUCTION.



ARCHITECTURE • URBAN PLANNING • INTERIOR DESIGN PRP.ARQ, corp. 3 Colonial Court Frisco, Texas 75034 tel: 972 900 3104 email: ppatel2030@gmail.com www.prparq.com FRISCO TEXAS USA CONSULTANT: TownePlace-logo.tif

HARD FownePlace Suites - PRAIRIE DRIVE A

30% FRANCHISE SUBMISSION 3/4/2023 SSUE DESCRIPTION PROFESSIONAL SEALS

EXTERIOR ELEVATONS

13 FEBRUARY 2022

SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

- SHALL BE PERPETUALLY MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS THAT DIE SHALL BE REPLACED BY PROPERTY OWNER, TENANT OR AGENT WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OF NOTIFICATION BY THE TOWN OR A DATE APPROVED BY THE TOWN.
- B. ALL TREES LOCATED ON TOWN PROPERTY SHALL BE CARED FOR BY THE TOWN UNLESS THAT RESPONSIBILITY IS TRANSFERRED TO ANOTHER ENTITY THROUGH A COUNCIL-APPROVED AGREEMENT THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT SHALL ENSURE THAT THE TOWN, OR ITS CONTRACTOR, MONITORS AND CARES FOR TREES IN A WAY THAT PROMOTES A HEALTHY AND GROWING URBAN FOREST, IS PERFORMED ACCORDING TO ANSI A300, "STANDARDS FOR TREE CARE OPERATIONS," AND TREE CARE BEST MANAGEMENT PRACTICES PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. IT SHALL BE UNLAWFUL TO REMOVE, PRUNE, DAMAGE OR OTHERWISE HARM TREES ON TOWN PROPERTY WITHOUT PERMISSION FROM THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT. THE PARKS AND RECREATION DEPARTMENT SHALL BE RESPONSIBLE FOR DEVELOPING AND UPDATING AN ANNUAL WORK PLAN. THIS WORK PLAN SHALL DOCUMENT WHAT MAINTENANCE ACTIVITIES ARE BEING PERFORMED AND SCHEDULED EACH YEAR. THE PARKS AND RECREATION BOARD MAY APPOINT AN ADVISORY COMMITTEE TO FOCUS ON ISSUES AND INITIATIVES THAT PERTAIN TO ANY URBAN FOREST THAT IS LOCATED ON PUBLIC LANDS.

PLANT SCHEDULE

TREES	CODE	COMMON / BOTANICAL NAME	SIZE	CONTAINER	QTY		
000	CC	Texas Redbud / Cercis canadensis 'texensis min. 7' ht.;	CONT.	3" Cal	10		
**	IV	'Pride of Houston' Yaupon Holly / Ilex vomitoria 'Pride of Houston min. 7' ht.; multi-trunk	' CONT.	3" Cal	17		
	LI	Tuscarora Crape Myrtle / Lagestroemia indica 'Tuscarora' min. 7' ht.; multi-trunk	CONT.	3" Cal.	20		
·	UC	Cedar Elm / Ulmus crassifolia min. 7' ht.	CONT.	3" Cal	3		
+	QV	Live Oak / Quercus virginiana min. 7' ht.	CONT.	3" Cal	28	LANDSCAPE CALCULATIONS	
	QS	Red Oak / Quercus shumardii min. 7' ht.	CONT.	3" Cal	13	LOT AREA: REQUIRED OPEN SPACE: PROVIDED OPEN SPACE:	159,327 SF 11,153 SF (7%) 20,854 SF (13.1%)
SHRUBS	CODE	COMMON / BOTANICAL NAME	SIZE		QTY	STREET FRONTAGE: MAHARD PARKWAY 468.16 LF	
\odot	AG	Glossy Abelia / Abelia grandiflora 36" o.c; min. 24" tall	5 gal		65	TREES @ 1 / 30 LF: SHRUBS @ 15 / 30 LF:	16 TREES REQUIRED 16 TREES PROVIDED 234 SHRUBS REQUIRED
$\stackrel{\textstyle imes}{}$	CP	Hardy Plumbago / Ceratostigma plumbaginoides	1 gal		20		288 SHRUBS PROVIDED
\bigoplus	IVN	Dwarf Yaupon / Ilex vomitoria `Nana` 36" o.c.; 24" tall	5 gal		67	PRAIRIE DR. 340 LF TREES @ 1 / 30 LF: SHRUBS @ 15 / 30 LF:	12 TREES REQUIRED 12 TREES PROVIDED 170 SHRUBS REQUIRED
\odot	LF	Texas Sage / Leucophyllum frutescens 'Compacta' 48" o.c.; 24" tall	5 gal.		49		170 SHRUBS PROVIDED
	IC	Dwarf Burford Holly / Ilex cornuta 'Burfordii Nana' 36" o.c.; Min. 24" tall @ time of planting, 36" tall in one grow	5 gal wing seasc	on	239	PARKING LOT TOTAL PARKING SPACES: REQUIRED INTERIOR LANDSCAPE AREA: PROVIDED INTERIOR LANDSCAPE AREA:	112 1,680 SF (15 SF / PARKING SPACE) 4,220 SF
*	LM	Super Blue Liriope / Liriope muscari 'Super Blue' 12" tall	3 gal		18	1 TREE PROVIDED AT THE TERMINUS OF EAC ADDITIONAL SHRUBS PROVIDED AS A SOLID I	H PARKING BAY
0	MP	Dwarf Wax Myrtle / Myrica pusilla 48" o.c.; 24" tall	5 gal		44	PERIMETER LANDSCAPE WEST PROPERTY LINE 476.44 LF TREES REQUIRED	
	ND	Obsession Nandina / Nandina domestica 'Seika' 36" o.c.; Min. 24" tall @ time of planting, 36" tall in one grow	5 gal. wing seaso	on	231	(1 ORNAMENTAL TREE / 15 LF): TREES PROVIDED: SHRUBS REQUIRED (1 SHRUBS/15 LF):	32 32 32
£.3	HS	Althea / Hibiscus syriacus 36" o.c.; 24" tall	5 gal		7	SHRUBS PROVIDED:	91
\bigoplus	RI	Snow White Hawthorn / Rhaphiolepis indica 'Snow White' 36" o.cl.; 24" tall	5 gal		56	SOUTH PROPERTY LINE - 340.58 TREES REQUIRED (1 ORNAMENTAL TREE / 15 LF): TREES PROVIDED:	23 14*
**	NDH	Harbour Dwarf Nandina / Nandina domestica 'Harbour Dwa 36" o.c.	arf' 5 gal		40	SHRUBS REQUIRED (1 SHRUBS/15 LF): SHRUBS PROVIDED: * DUE TO SHARED DRIVE ACCESS	23 37
GROUND COVERS	CODE	COMMON / BOTANICAL NAME	SIZE		QTY		
	CD	Bermuda Grass / Cynodon dactylon `tif 419`	sod		24,180 sf	NO EXISTING TREES ON SITE	

TOWN OF PROSPER GENERAL 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
- 2) All plant substitutions are subject to Town approval and must be specified on the approved landscape plan. 3) All turf areas to be established prior to the Certificate of Occupancy, unless otherwise approved by the Town.
- 4) 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.
- 5) Trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls, and/or other healthy root growth. 6) 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. 7) Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berming, or devise
- alternative drainage. 8) Trees shall not be planted deeper than the base of the "trunk flare".
- 9) The tree pit shall be backfilled with native topsoil free of rock and other debris. 10) Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
- 11) 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.
- 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.
- 13) 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
- 14) Topsoil shall be a minimum of eight (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. 15) All plant beds shall be top-dressed with a minimum of three (3) inches of mulch.
- 16)Trees overhanging walks and parking shall have a minimum clear trunk height of seven (7) feet. Trees overhanging public street pavement drive aisles and fire lanes
- shall have a minimum clear trunk height of fourteen (14) feet. 17) A visibility triangle must be provided at all intersections, where shrubs are not to exceed thirty (30) inches in height, and trees shall have a minimum clear trunk
- height of nine (9) feet. 18) Trees planted on a slope shall have the tree well at the average grad of slope.
- 19) No shrubs shall be permitted within areas less than three (3) feet in width. All beds less than three (3) feet in width shall be grass, groundcover, or some type of
- 20) 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.
- 21) 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 thirty (30) days unless otherwise approved in writing by the Town of Prosper. 22) Landscape and open areas shall be kept free of trash, litter, and weeds.
- 23) 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 Division is required for each irrigation system. 24) 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
- 25) No planting areas shall exceed 3:1 slope (3 ft Horizontal to 1 ft Vertical). 26) Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grad of the berm prior to acceptance.
- 27) All walkways shall meet ADA and TAS requirements.
- 28) Contact Town of Prosper Parks and Recreation Division at (972) 569-1160 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.
- 29) 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.
- 30) Prior to calling for a landscape inspection, the contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.

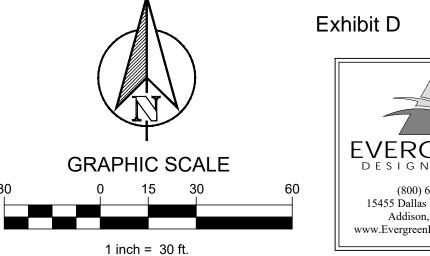
NOTE TO LANDSCAPE CONTRACTOR:

4.) INSPECT AT LEAST ONE (1) PERCOLATION TESTED PIT.

NEW INSPECTIONS WILL BE MADE FOR THE FOLLOWING: 1.) TREE HEIGHT, WIDTH & CALIPER (AT DELIVERY) 2.) SHRUB HEIGHT, WIDTH & CONTAINER SIZE (AT DELIVERY) (ANY UNDERSIZED PLANT NOT FULLY ROOTED MAY BE DENIED BY PARKS AT INSPECTION) 3.) INSPECTION OF TREE PIT SIDE WALLS & DEPTH.

GENERAL PLANTING NOTES

- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS. AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF
- THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER. ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN TURF AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF
- THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP
- 4. INSTALL 5 OUNCE, WOVEN, NEEDLE-PUNCHED POLYPROPYLENE FABRIC (DeWITT "PRO-5" OR EQUAL) UNDER ALL MULCHED AREAS AND INDIVIDUAL TREE RINGS. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING BEDS AND TREE
- RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE. INSTALL 14G, GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN
- GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN). HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.). THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES
- SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE. 10. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF
- THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS). 11. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S
- REPRESENTATIVE. 12. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS





EVERGREEN

HECKED: 01/31/2022 SHEET

File No. 2017-128

ENGINEERIN

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05/04/2023

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR

- ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE
- A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES
- THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD. B. SCOPE OF WORK
- WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
- THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

- ALL MANUFACTURED PRODUCTS SHALL BE NEW. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
 - FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
- ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
- ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
- ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
- CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
- MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED. SHALL BE REJECTED. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF
- WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO
- 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
- FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY
- H. MULCH: SIZÉ AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PRO5 LANDSCAPE FABRIC (OR APPROVED
- TREE STAKING AND GUYING
- STAKES: 6' LONG GREEN METAL T-POSTS.
- GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE
- STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
- N. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

- BEFORE STARTING WORK. THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE

 H. WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES
 - SOIL TESTING: a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.
 - CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY

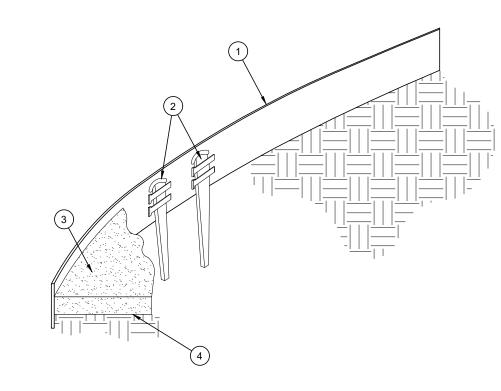
OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT

- THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE
- SUBMITTED TO THE OWNER WITH THE REPORT FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING: TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER
- CROSS-RIPPING NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
- AMMONIUM PHOSPHATE 16-20-0 15 LBS PER 1.000 S.F. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
- TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
- NITROGEN STABILIZED ORGANIC AMENDMENT 4 CU. YDS. PER 1,000 S.F. 12-12-12 FERTILIZER - 10 LBS, PER CU, YD.
- AGRICULTURAL GYPSUM 10 LBS. PER CU. YD.
- IRON SULPHATE 2 LBS, PER CU, YD.
- CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS. AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS, MUI CH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL
- ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL

- REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE
- TRENCHING NEAR EXISTING TREES: a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK
- DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK). ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ
- c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS
- d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS. C. TREE PLANTING
- TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY
- GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
- INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL
- REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE

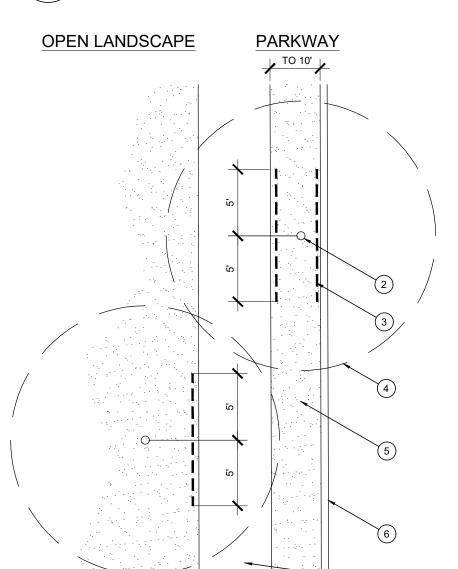
OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE

- CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES: TWO STAKES PER TREE
- a. 1"-2" TREES 2-1/2"-4" TREES THREE STAKES PER TREE
- TREES OVER 4" CALIPER GUY AS NEEDED THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO MULTI-TRUNK TREES STABILIZE THE TREE UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE
- INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
- SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
- INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS,
- COVERING THE ENTIRE PLANTING AREA. SODDING
- SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
- LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
- WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD. F. CLEAN UP
- DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
- DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
- WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24
- THE LANDSCAPE WARRANTY PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL
- ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE WARRANTY PERIOD WILL COMMENCE. PLANT GUARANTEE AND REPLACEMENTS THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD.
 - SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
 - DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS
- PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



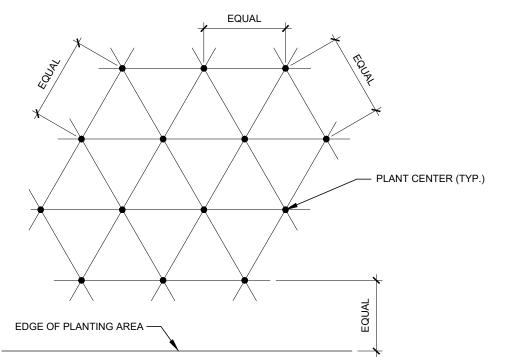
- (1) ROLLED-TOP STEEL EDGING PER PLANS.
- (2) TAPERED STEEL STAKES.
- (3) MULCH, TYPE AND DEPTH PER PLANS
- (4) FINISH GRADE.
- 1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED. 2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE. 3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.





- TYPICAL WALKWAY OR PAVING
- TREE TRUNK
- TYPICAL SYMBOL FOR LINEAR ROOT BARRIER MATERIAL. SEE PLANTING INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- (4) TREE CANOPY
- (5) TYPICAL PLANTING AREA (6) TYPICAL CURB AND GUTTER
- **ROOT BARRIER PLAN VIEW**

SCALE: NOT TO SCALE



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

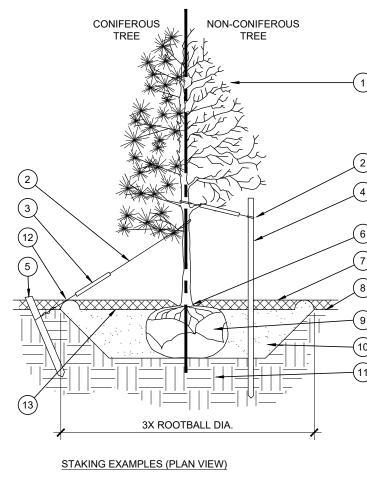
1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:

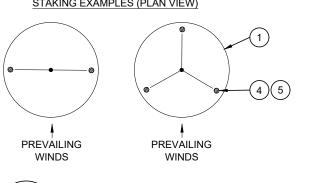


2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER STEP 1: 100 SF/1.95 = 51 PLANTS STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

PLANT SPACING SCALE: NTS





SCALE: NOT TO SCALE

(1) TREE CANOPY.

(2) CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 2 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.

3 24" X 3/4" P.V.C. MARKERS OVER WIRES.

- (4) GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
- (5) PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
- (6) TRUNK FLARE.
- (7) MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
- (8) FINISH GRADE.
- (9) ROOT BALL.
-) BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS
- (11) UNDISTURBED NATIVE SOIL.

(1) SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.

(5) BACKFILL. AMEND AND FERTILIZE ONLY AS

CENTER.

3) FINISH GRADE

(6) UNDISTURBED NATIVE SOIL

(8) WEED FABRIC UNDER MULCH

(7) 3" HIGH EARTHEN WATERING BASIN

(4) ROOT BALL.

DISTANCE PER PLAN

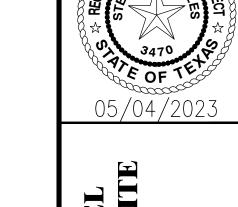
24" MIN. TO EDGE OF MATURE CANOPY

(2) MULCH, TYPE AND DEPTH PER PLANS. PLACE NO

MORE THAN 1" OF MULCH WITHIN 6" OF PLANT

RECOMMENDED IN SOIL FERTILITY ANALYSIS.

- (12) 4" HIGH EARTHEN WATERING BASIN.
- (13) FINISH GRADE.

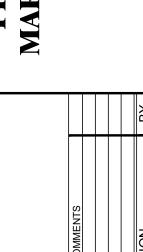


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Exhibit D

(1) CURB. (2) MULCH LAYER. (3) PLANT.

PLANTING AT PARKING AREA

SCALE: NOT TO SCALE

(4) TURF (WHERE SHOWN ON PLAN).

SHRUB AND PERENNIAL PLANTING

EVERGREEN DESIGN GROUI (800) 680-6630 15455 Dallas Pkwy., Ste 600 Addison, TX 75001 www.EvergreenDesignGroup.com

HECKED SHEET

File No. 2017-128

01/31/202



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

David Hoover, Director of Development Services

Re: Notice of Appeal

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Preliminary Site Plans and Site Plans including Ladera Phase 2, Richland Parkway Retail Development, Frontier Retail, Toyota Expansion, PISD High School, and One Community Church.

Description of Agenda Item:

The Planning & Zoning Commission acted on the listed Site Plans at their June 06, 2023, 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 Site Plans and Preliminary Site Plans acted on by the Planning & Zoning Commission.

Attachments:

- 1. DEVAPP-23-0006 Site Plan Ladera (Phase 2)
- 2. DEVAPP-23-0059 Site Plan Richland Parkway Retail
- 3. D22-0098 Preliminary Site Plan Frontier Retail Center
- 4. DEVAPP-23-0065 Site Plan PISD High School #4
- 5. DEVAPP-23-0068 Revised Site Plan Toyota Expansion
- 6. DEVAPP-23-0077 Preliminary Site Plan One Community Church

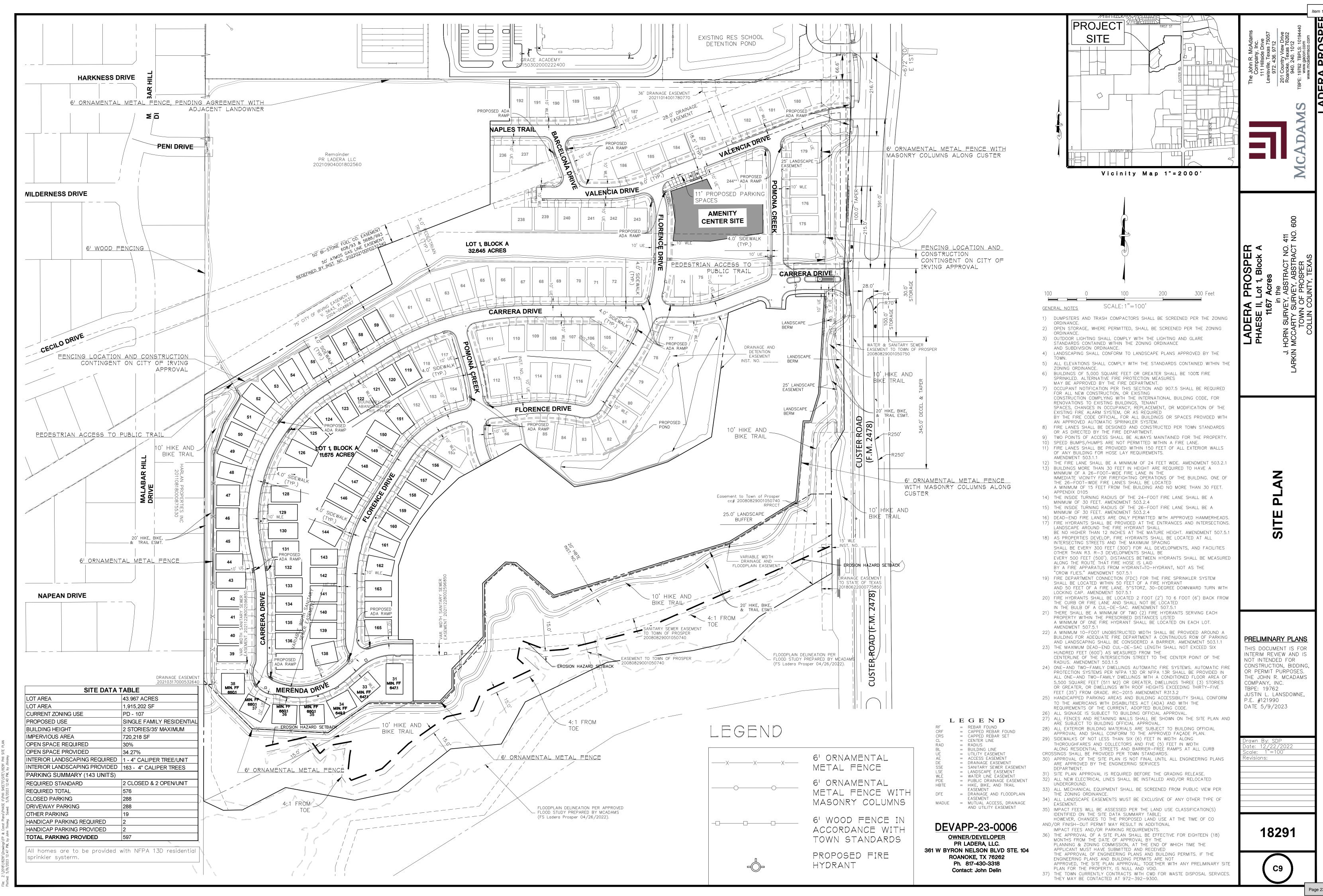
Planning & Zoning Recommendations:

At their June 06, 2023, meeting, the Planning & Zoning Commission approved the following items:

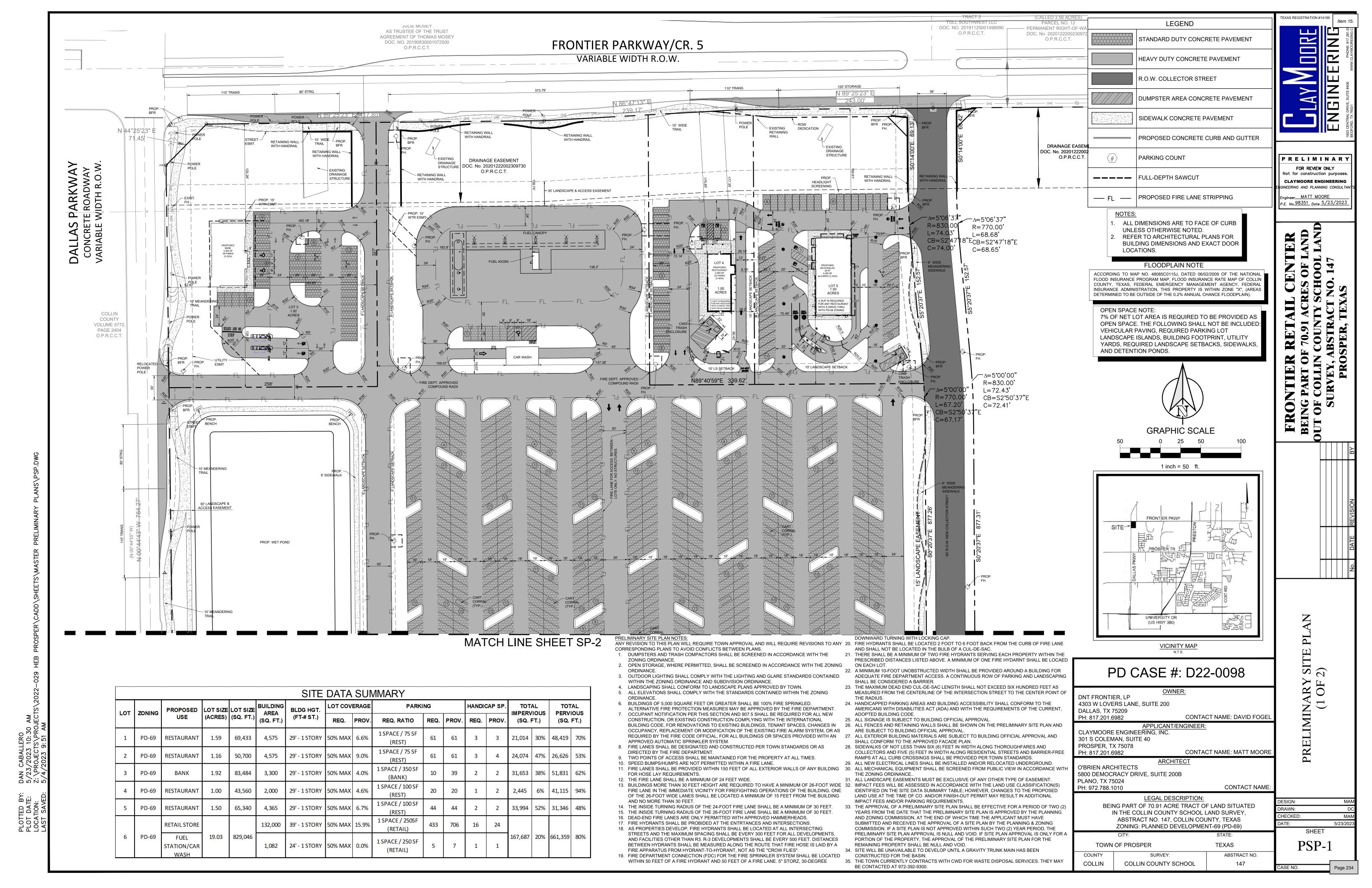
- 1. DEVAPP-23-0006 Site Plan Ladera (Phase 2) (Approved 5-0)
- 2. DEVAPP-23-0059 Site Plan Richland Parkway Retail (Approved 5-0)
- 3. D22-0098 Preliminary Site Plan Frontier Retail Center (Approved 5-0)
- **4.** DEVAPP-23-0065 Site Plan PISD High School #4 (Approved 4-1)
- 5. DEVAPP-23-0068 Revised Site Plan Toyota Expansion (Approved 5-0)
- 6. DEVAPP-23-0077 Preliminary Site Plan One Community Church (Approved 5-0)

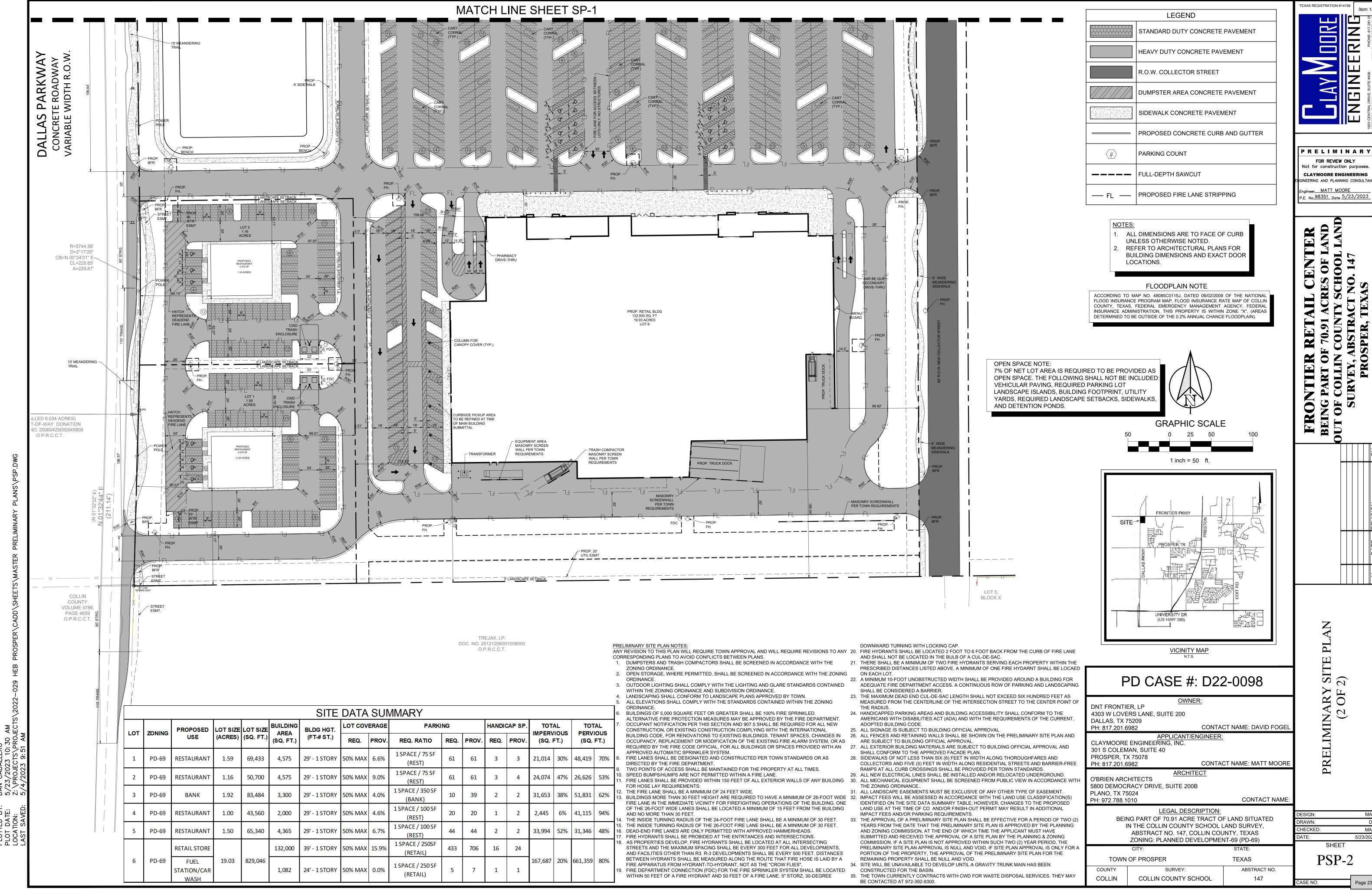
Item 15.

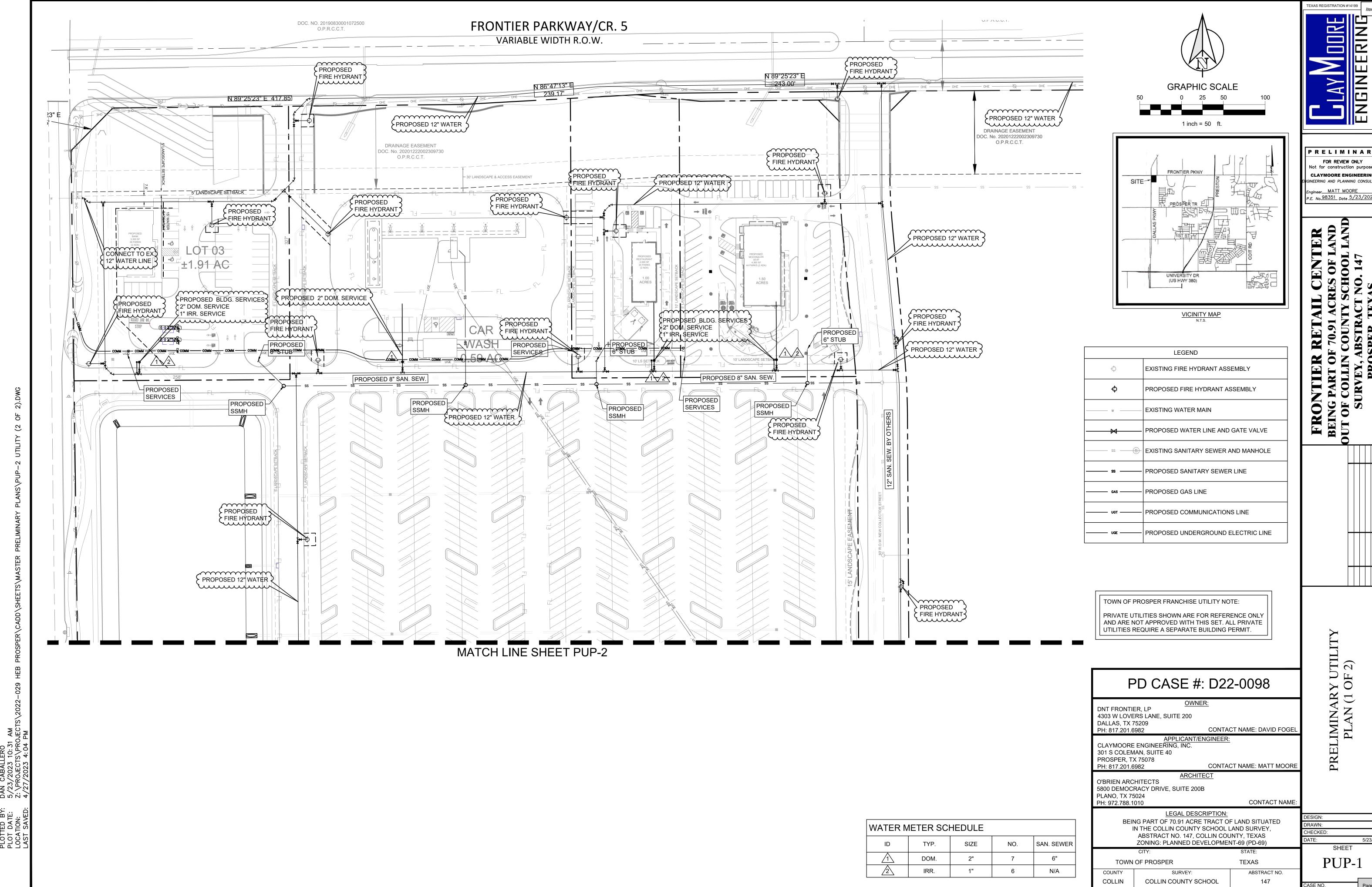
<u>Town Staff Recommendation:</u> Town staff recommends the Town Council take no action on this item.



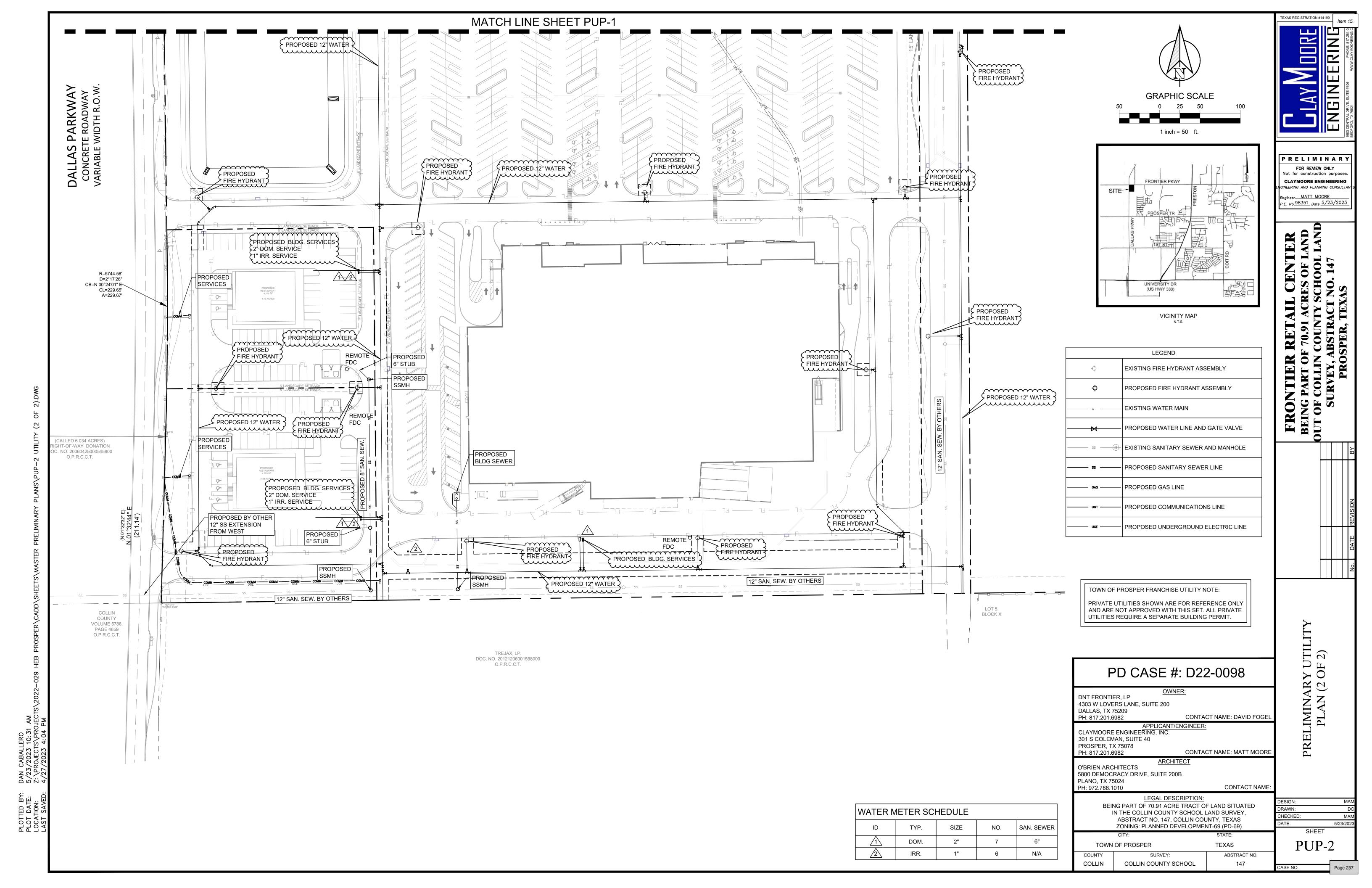
SITE DATA TABLE LOT NUMBER EXISTING ZONING PD-2 PROPOSED USE RETAIL/COMMERCIAL GROSS LOT AREA LANDSCAPING REQ. OPEN SPACE AREA PROVIDED OPEN SPACE AREA PROVIDED LANDSCAPING AREA (15 SF PER PARKING SPACE) BUILDING SUMMARY PROPOSED BUILDING GROSS AREA (15,247 SF PROPOSED BUILDING HEIGHT 24'-0" NUMBER OF STORIES 1-STORY MAX LOT COVERAGE 40.0% PROVIDED LOT COVERAGE 23.8% MAX FLOOR AREA RATIO 0.5:1 (0.50) PROVIDED FLOOR AREA RATIO 0.5:1 (0.50) PROVIDED FLOOR AREA RATIO 0.24:1 (0.24) PARKING RATIO PER USE 1/250 SF PARKING SUMMARY PARKING RATIO PER USE 1/250 SF PARKING PROVIDED 61 HANDICAPPED PARKING REQUIRED 3 HANDICAPPED PARKING PROVIDED 4	TOWN OF PROSPER SITE PLAN GENERAL 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 COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE. 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. OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM. 8. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE LEPRATMENT. 9. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES. 10. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE. 11. FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS. AMENDMENT 503.1.1. 12. THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1. 13. BUILDING MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4. 14. THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4. 15. THE HORSING TANDES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS. 17. FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTR	FROM HYDRANT—TO—HYDRANT, NOT AS THE "CROW FIJES." AMENDMENT 507.5.1. 19. FIRE DEPARTMENT CONNECTION (FDC) FOR THE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30—DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1. 20. FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED 10 THE BULB OF A CUL—DE—SAC. AMENDMENT 507.5.1. 21. THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1. 22. A MINIMUM 10—FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1. 23. THE MAXIMUM DEAD—END CUL—DE—SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600") AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5. 24. ONE—AND TWO—FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS. AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE—AND TWO—FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GEATER, DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GEATER, DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GEATER, DWELLINGS WITH FOOF HEIGHTS EXCEEDING THIRTY—FIVE FEET (35') FROM GRADE. IRC—2015 AMENDMENT R313.2. 25. 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. 26. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL. 27. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN. 30. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED	PROJECT LOCATION PROJECT LOCATION Parin Branch PROJECT VICINITY MAP SCALE: 1"=500' LEGEND EXISTING PROPOSED	THIS DOCUMENT IS RELEASED FOR "REVIEW PURPOSES" UNDER THE AUTHORIZATION OF KYLE WHITIS, P.E. #101330 MAY 23, 2023. IT IS NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
1/2" IRF N: 7131064.87' E: 2491940.54' PR. CURB INLET	L=214.82', R=895.000' \[\(\text{L=214.82'}, R=895.000' \) \(\text{10' STREET EASEMENT INST. NO. } \) \(\text{20210120010000150 } \) \(\text{202101200100000150 } \) \(\text{202101200100000150 } \) \(\text{202101200100000150 } \) \(\text{20210120010000150 } \) \(\text{202101200100000150 } \) \(\text{20210120010000000150 } \) \(2021012001000000000000000000000000000	 35. IMPACT FEES WILL BE ASSESSED PER 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. 36. THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR 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 THE 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. 37. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED ON THE PLANS. 38. ALL PARKING SPACES ARE 9'X18' WITH 2' OVERHANGS UNLESS OTHERWISE NOTED ON THE PLANS. 	1' CONTOURS SANITARY SEWER WATER WATER WATER METER WATER VALVE FIRE HYDRANT SANITARY SEWER MANHOLE 98 EX-8"SS EX-12"W WATER METER WATER WATER WATER SANITARY SEWER MANHOLE SSON	NO. DATE REVISION
PR. DUMPSTER ENCLOSURE R30' © 9' 5' 9' N 13	20201117002046300 O.P.R.C.C.T. TY FOUND EXISTING MEDIAN ANE, ACCESS, ITILITY EASEMENT INST. NO. 20201117002046310 O.P.R.C.C.T. PR. 10' WATER EASEMENT INST. NO. 20201117002046310 O.P.R.C.C.T. PR. REMOTE FDC W/ PROTECTIVE BOLLARS (SEE DETAIL SHEET 23) DRAINAGE EASEMENT	NOTE: ALL PARKING SPACES ARE 9'X18' WITH 2' OVERHANGS UNLESS OTHERWISE NOTED ON THE PLANS. 30 0 30 6 SCALE: 1"=30'	TRANSFORMER FDC LIGHT POLE *** *** *** *** ***	PLAN
EX. FENCE TO BE REMOVED AND REPLACED LA CIMA CROSSING BLOCK A / LOT 4 HAGE GRACE TSAI TRUST Tract 5 Doc. No. 201217001602890 D.R.C.C.T. Use: Retail/Commercial PR. 5' LANDSCAPE PR. 5' LANDSCAPE PR. 5' LANDSCAPE FFE = 706.50 FFE = 706.5	FIRE RISER 706.50 PR. RETAINING WALL WITH RAILING (SEE GRADING PLAN FOR DETAILS) EX. FIRE LANE, ACCESS, DRAINAGE & UTILITY EASEMENT DOC. NO. 20210120010000150 PR. 4-FOOT-WIDE VALLEY PAN WATER EASEMENT DOC. NO. 20210120010000150 DRAINAGE EASEMENT DOC. NO. 20210120010000150 DRAINAGE EASEMENT DOC. NO. 20210120010000150 DRAINAGE EASEMENT DOC. NO. 20210120010000150		24' FIRE LANE CONCRETE PAVEMENT PER TOWN OF PROSPER STANDARDS STREET PAVEMENT PER TOWN OF PROSPER STANDARDS DUMPSTER DUTY CONCRETE PAVEMENT STANDARD DUTY CONCRETE PAVEMENT SIDEWALK PARKING COUNT #	SITE
20' WATERLINE EASEMENT DOC. NO. 2006022000859290 D.R.C.C.T.	PR. 24' FIRE LANE, ACCESS, DRAINAGE & UTILITY EASEMENT 38.3' PR. CURB INLET PR. CURB INLET EX. CURB INLET		RICHLAND PARKWAY RETAIL	KWAY RETAIL ERSITY DR. ROSPER
DE 1/2" IRF 34.9' OE N88' 45' 52.00"W 200.10'	0. 20210120010000150 OE OE OE OE OE OE OE OE OE O	FULLY DEVELOPED 100—YEAR FLOOD PLAIN VOL. 2015, PG. 727 P.R.C.C.T. FLOODPLAIN NOTE ACCORDING TO MAP NO. 48085C0235 2009 OF THE NATIONAL FLOOD INSURANT FLOOD INSURANCE RATE MAP OF COLL FEDERAL EMERGENCY MANAGEMENT INSURANCE ADMINISTRATION, THIS PR ZONE "X" (UNSHADED) AND IS NOT	MCKINNEY, IX 75071-6394 MCKINNEY, IX 75071-6394 MCKINNEY, IX 75071-6394 ENGINEER: CARLOS CASAS, P.E. STRAND SYSTEMS ENGINEERING	RICHLAND PARI 1221 E. UNIVE TOWN OF PI COLLIN COUN
PR. 5'X5' RIPRAP PR. 6' SIDEWALK CONNECT TO EX. SIDEWALK U.S. HIGHWAY 380 (VARIABLE WIDTH RIGHT OF WAY)	1850 FEET TO LOVERS LANE CONNECT TO EX. SIDEWALK 610 FEET TO NEAREST DRIVEWAY	BENCHMARKS BM #1 "X" TOP OF CONCRETE IN THE SOUTHWE DRIVEWAY JUST SOUTH OF THE TOWN STATION. ELEV. = 694.54' BM #2 TxDOT ALUMINUM ROW MONUMENT #1886 THE SOUTHWEST CORNER OF THE SUBJECTED.	LEGAL DESCRIPTION: LA CIMA CROSSING ADDITION BLOCK A, LOT 4 GROSS: 1.468 AC, OR 63,959 SF CITY: STATE: TOWN OF PROSPER	DATE: 5/23/2023 DESIGNED BY: JS DRAWN BY: JS CHECKED BY: KFW STRAND 2244310 SHEET NUMBER

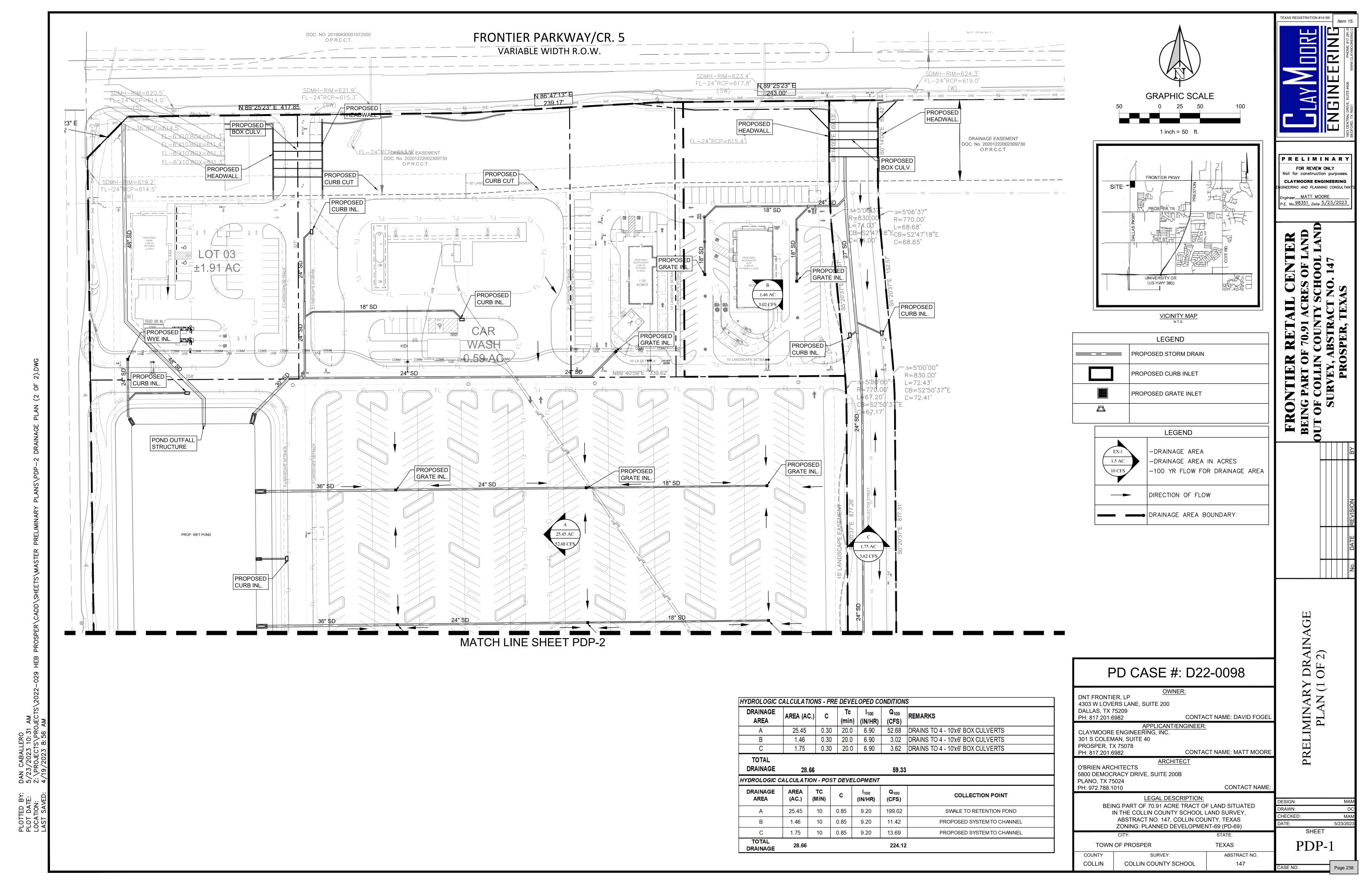


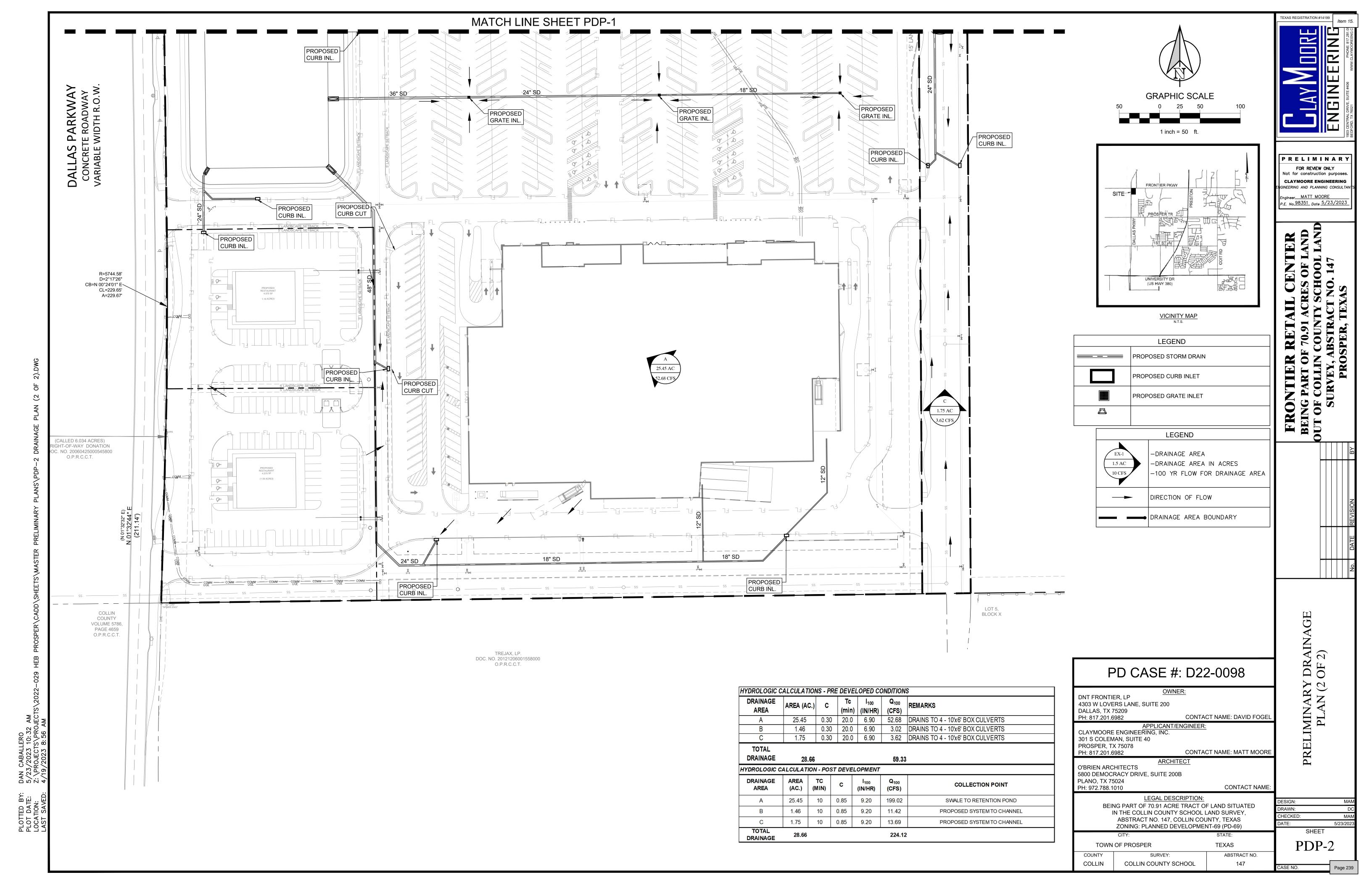


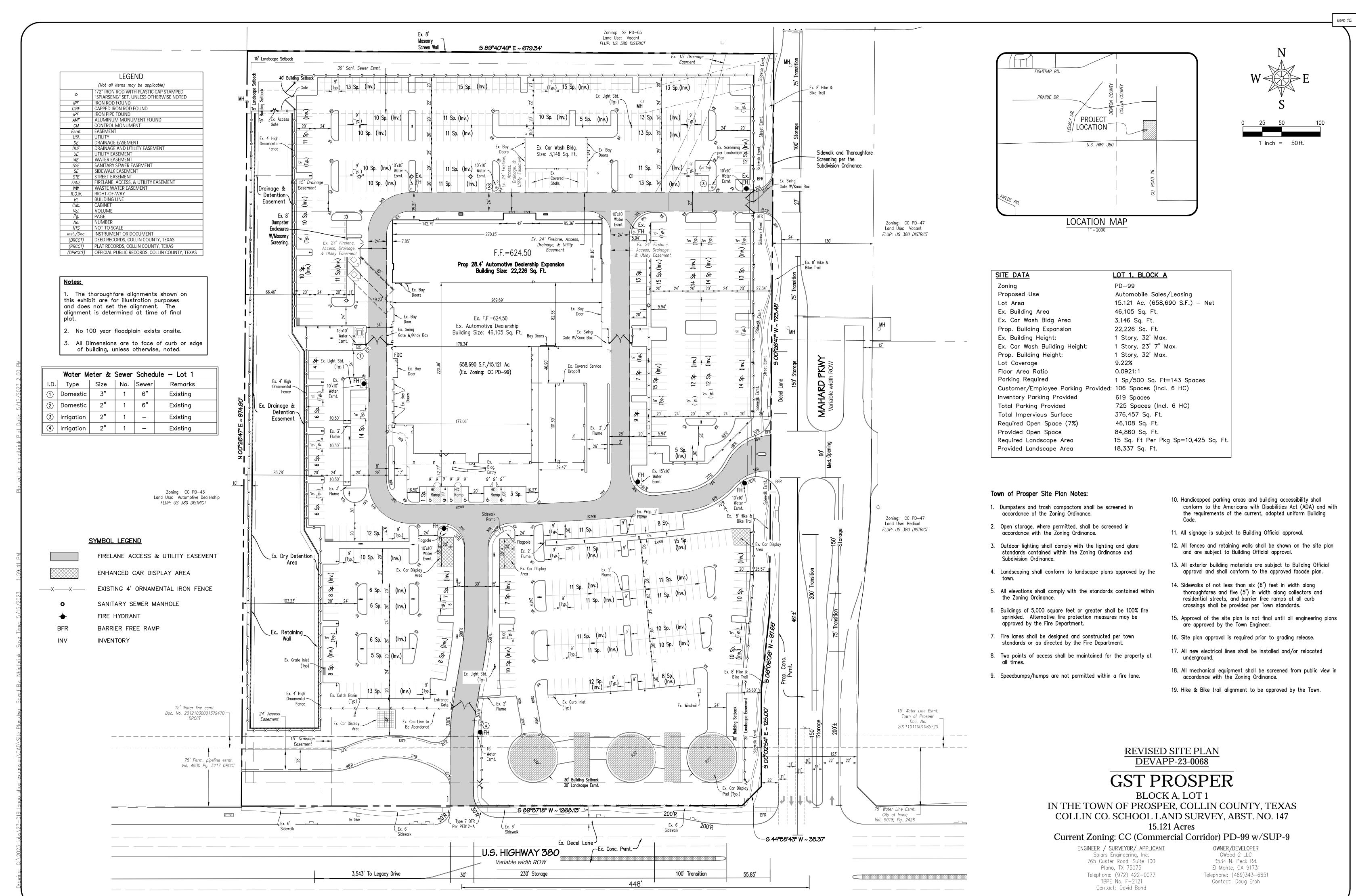


PRELIMINARY



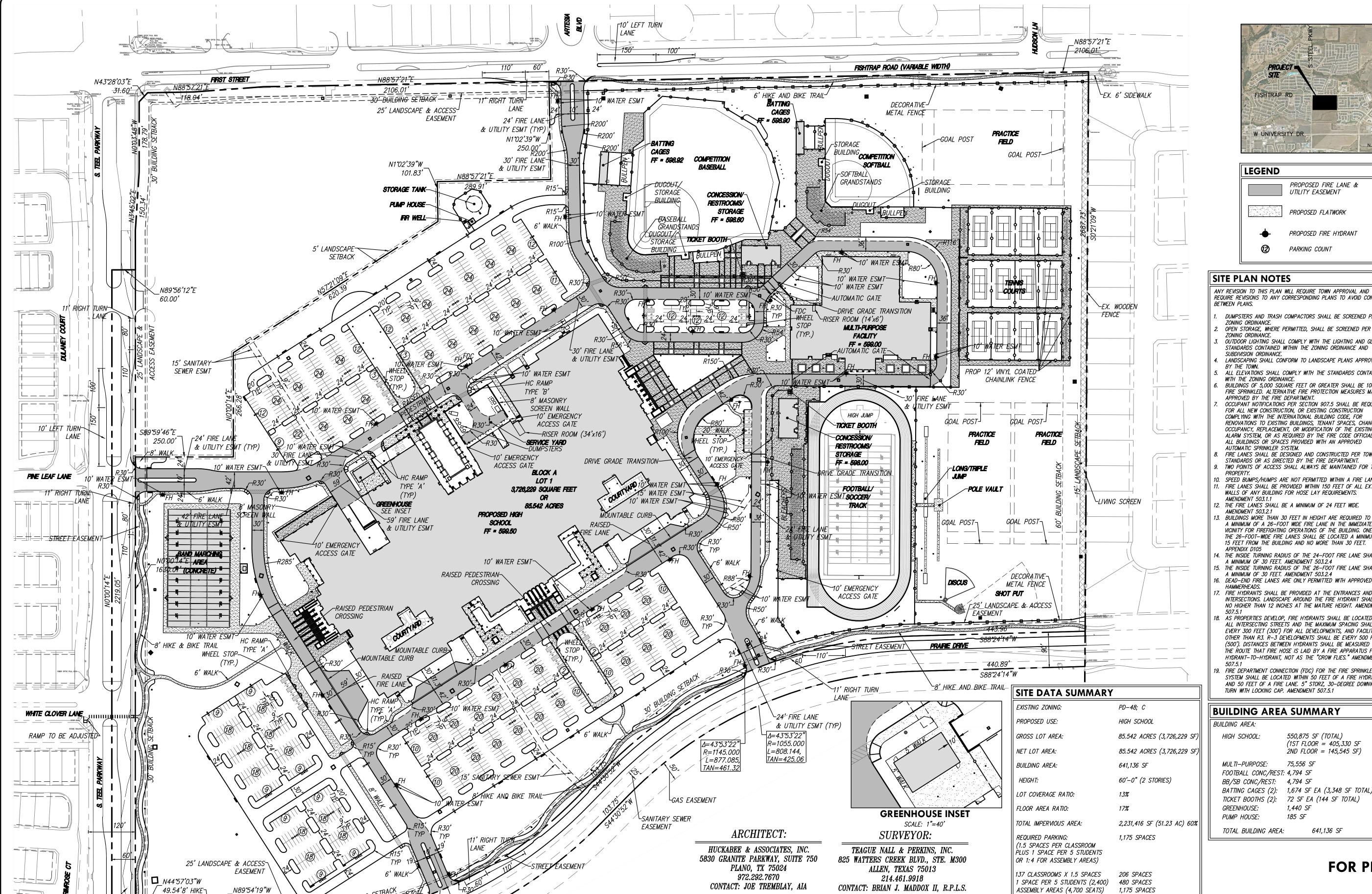






Sheet 1 of 2 Scale: 1"=50' May-23 SEI Job No. 23-019

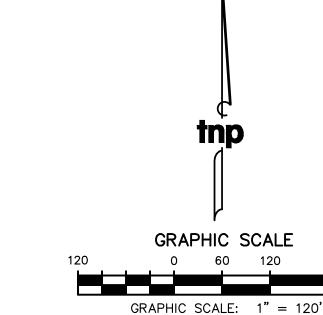




FISHTRAP RD W UNIVERSITY DR

LEGEND PROPOSED FIRE LANE & UTILITY EASEMENT PROPOSED FLATWORK

PROPOSED FIRE HYDRANT PARKING COUNT



WATER METER TABLE - LOT 1 <u>FACILITY</u> HIGH SCHOOL 2-4" MULTI-PURPOSE FACILITY 1-4" FOOTBALL CONCESSION BASEBALL/SOFTBALL CONCESSION 1-2" GREENHOUSE 1-2"

STORAGE TANK

SITE PLAN NOTES

REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

- ZONING ORDINANCE. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED PER THE
- ZONING ORDINANCE OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE
- SUBDIVISION ORDINANCE. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED
- RY THE TOWN. ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITH 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
- OCCUPANT NOTIFICATIONS PER SECTION 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT, OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED
- AUTOMATIC SPRINKLER SYSTEM. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT. TWO POINTS OF ACCESS SHALL ALWAYS BE MAINTAINED FOR THE
- SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE. FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR
- THE FIRE LANES SHALL BE A MINIMUM OF 24 FEET WIDE. AMFNDMFNT 503.2.1
- A MINIMUM OF A 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT-WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 31. SITE PLAN APPROVAL IS REQUIRED BEFORE GRADING RELEASE.
- THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LA A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
- DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. LANDSCAPE AROUND THE FIRE HYDRANT SHALL BI
- ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3. R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM
- FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL 20. FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1 21. THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH
 - 22. A MINIMUM OF 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1
 - THE MAXIMUM DEAD-END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5 24. ONE— AND TWO—FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS.
 - AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE—AND TWO—FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M²) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2 HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING
 - 26. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL. 27. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL. 28. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING
 - OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN. 29. 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. 30. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT. 32. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OI RELOCATED UNDERGROUND.
 - 33. 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
 - USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY
 - (18) MONTHS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS NOT APPROVED. THE SITE PLAN APPROVAL, TOGETHER WITH ANY
 - THE TOWN CURRENT CONTRACTS WITH CWD FOR WASTE DISPOSAL SERVICES. THEY MAY BE CONTACTED AT 972-392-9300.

BUILDING AREA SUMMARY

HIGH SCHOOL: 550,875 SF (TOTAL) (1ST FLOOR = 405,330 SF 2ND FLOOR = 145,545 SF)

MULTI-PURPOSE: FOOTBALL CONC/REST: 4,794 SF BB/SB CONC/REST: 4,794 SF 1,440 SF GREENHOUSE:

TOTAL BUILDING AREA:

FEMA NOTE

BATTING CAGES (2): 1,674 SF EA (3,348 SF TOTAL) TICKET BOOTHS (2): 72 SF EA (144 SF TOTAL)

185 SF

641,136 SF

BASED ON THE FEMA FLOOD MAP SERVICE CENTER, THE SUBJECT TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE 'X' UNSHADED, DEFINED AS

FLOODPLAIN' AS IDENTIFIED BY THE CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MAPS NO. 48121C0430G, EFFECTIVE DATE OF APRIL 18, 2011, FOR COLLIN COUNTY TEXAS, AND INCORPORATED AREAS.

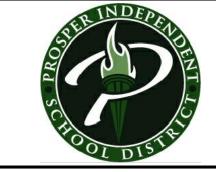
1. NO ON-SITE DETENTION IS REQUIRED FOR BLOCK

DEVAPP-23-0065 SITE PLAN FOR PROSPER HIGH SCHOOL No. 4 **ADDITION** BLOCK A, LOT 1 TOWN OF PROSPER, DENTON **COUNTY, TEXAS**

DATE PREPARED: APRIL 2023

teague nall and perkins, inc 5237 N. Riverside Drive, Suite 100 817.336.5773 ph 817.336.2813 fx TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381 GBPE: PEF007431; TBAE: BR 2673 revision by date

DESIGNED BY/OTHERS



UTHITY ESMT (TYP)

L=839.272, TAN=443.26

Fort Worth, Texas 76137

www.tnpinc.com

R=1145.000

L=910.869

TAN=481.08

OWNER/APPLICANT:

PROSPER I.S.D.

605 E. SEVENTH STREET

PROSPER, TEXAS 75078

PHONE: 469.219.2000

CONTACT: DR. GREG BRADLEY

Prosper Independent School **District**

ENGINEER:

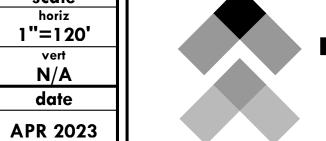
TEAGUE NALL & PERKINS, INC.

5237 N RIVERSIDE DRIVE, SUITE 100

FORT WORTH, TEXAS 76137

817.336.5773

CONTACT: AMANDA M. MULLEN P.E.



LANDSCAPE ARCHITECT:

TEAGUE NALL & PERKINS, INC.

5237 N RIVERSIDE DRIVE, SUITE 100

FORT WORTH, TEXAS 76137

817.336.5773

CONTACT: WILLIAM H. SMITH, R.L.A



This document is for interim review and is not intended for construction, bidding or permit purposes.

1,310 SPACES

1,264 SPACES

10% (372,428 SF)

29% (1,300,843 SF)

46 SPACES

31 SPACES (PER LOT)

REQUIRED ACCESSIBLE SPACES:

STANDARD SPACES: (9'x20')

OPEN SPACE REQUIRED (%):

OPEN SPACE PROVIDED (%):

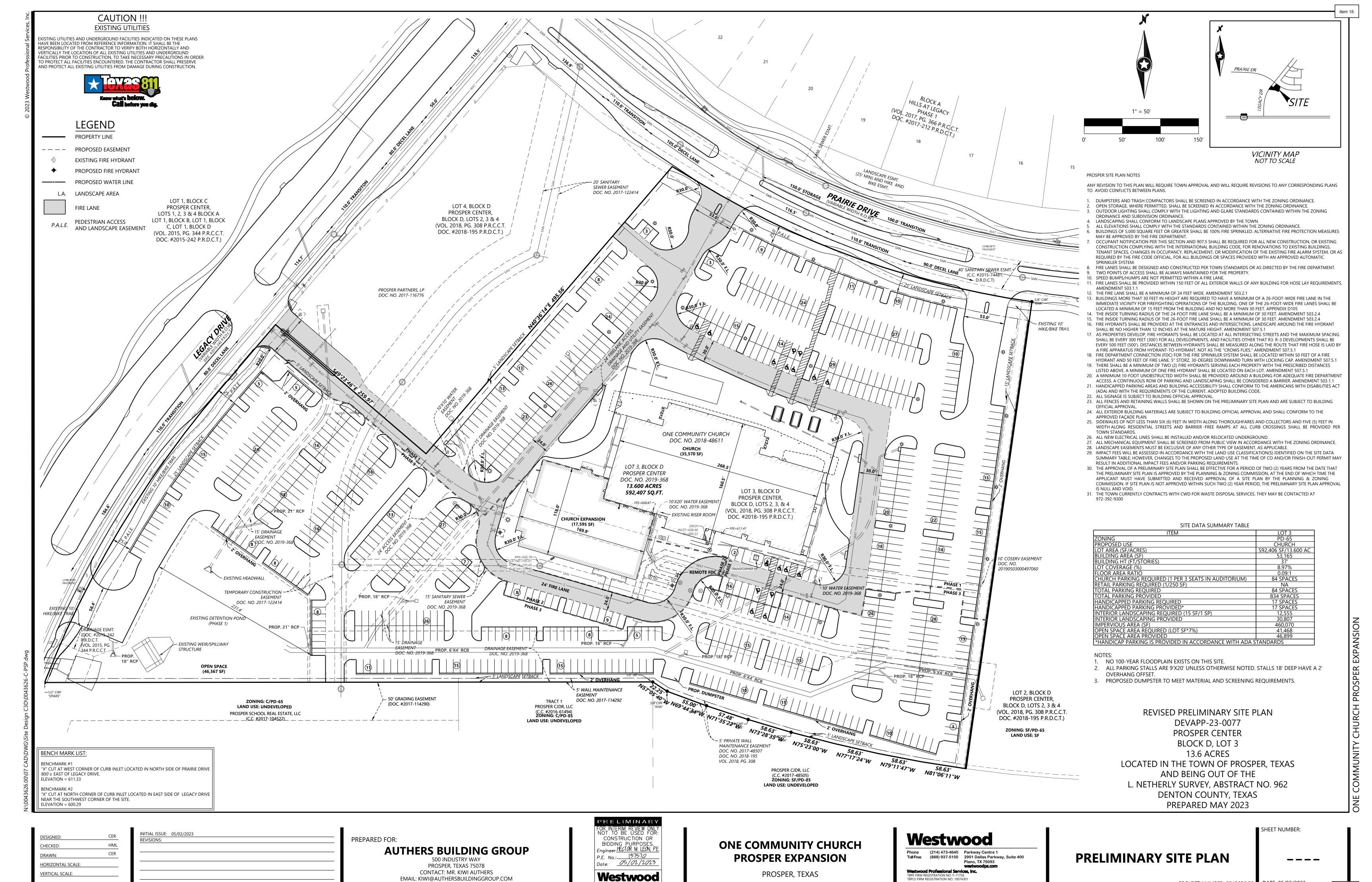
ACCESISIBLE SPACES:

AMANDA M. MULLEN, P.E. Date: MAY 2023

Town of Prosper, Texas **Prosper Independent School District** New High School

SITE PLAN

HUC22396



PROJECT NUMBER: 0043626.00 DATE: 05/02/2023



Town Manager's Office

To: Mayor and Town Council

From: Robert Scott, Deputy Town Manager

Through: Mario Canizares, Town Manager

Re: Solid Waste Services Award

Town Council Meeting – June 27, 2023

Agenda Item:

Consider authorizing the Town Manager to enter into a contract with Republic Services including purchase and distribution of carts for the period February 1, 2024 ending January 31, 2031 with an option of three, one-year renewals, declaring an exclusive franchise in the Town for all solid waste services which include residential, commercial, industrial and construction disposal as allowed by state law and to provide for transition services by either its current provider, Republic or both in the intervening period until February 1, 2024. (RBS)

Description of Agenda Item:

With the current solid waste contract expiring January 31, 2024, solid waste consultant Burns & McDonnel was appointed in November 2022 to assist the Town with the writing of the Request for Proposal (RFP), drafting of the proposed contract and assisting with the initial evaluation of proposals. An RFP was released February 8, 2023, with a March 21st submission deadline. Six proposals were received with two determined to be non-responsive. The consultant evaluated all proposals and provided both analysis and follow-up questions.

The evaluation committee consisting of eight Town employees from various stakeholder departments each independently evaluated the proposals with scoring tabulated by the purchasing department with a clear consensus that Republic Services and its current provider CWD were the two top proposers.

The RFP had the following goals:

- Right fit solid waste services. Following a council input and conducting a citizen survey, basic residential services will remain the same. Household Hazardous Waste (HHW) will be converted from a once per year drop-off in Frisco to a once per year "at your door" pick up service.
- While keeping rates as close to current levels as possible, make solid waste rates selfsupporting.
- Ensure quality and dependability of both commercial and residential service.
- Increase contract remedies for poor performance by increasing contract monitoring and contract compliance.

To accomplish these goals, the selection committee visited both provider's solid waste facilities | Item 16. including Material Recovery Facilities (MRF) for recycling, landfill for disposal and the maintenance and staging facilities for both finalists. Following the site visits, both finalists were provided a candid assessment of the weakest aspects of their proposals and were given an opportunity to address those weaknesses in the form of a Best and Final Offer (BAFO).

Budget Impact:

The rates proposed combined with additional fees retained by the Town for cart financing and administrative expenses will allow the Solid Waste fund to be self-supporting once transition is complete. The proposed rate effective February 1, 2024, is estimated to be \$18.55 per month for standard residential service. Average commercial and industrial rates will decrease under the new contract and commercial customers will no longer be charged per pick up fees for opening and closing dumpster enclosures. Transition services of up to \$200,000 to ensure a smooth transition to the new provider will be used as needed.

Legal Obligations and Review:

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

Attached Documents:

- 1. Proposed Contract
- 2. Republic BAFO offer

Staff Recommendation:

While price to both residential and commercial customers was an important consideration, other factors including resources pledged and the ability to negotiate a contract were also important. Following BAFO, total contract value/estimated cost to both residential and commercial customers was less than 1% different between the two proposers making other factors more important. Republic pledged eight Automated Side Loaders (ASL) to the contract and substantially agreed to liquidated damage provisions (penalties for non-performance) as proposed in the RFP. CWD proposed their current five ASLs and requested substantial changes that weakened the liquidated damage provisions. The additional resources proposed by Republic position them to respond to both rapid growth and unforeseen circumstances such as weather delays or equipment failures. For these reasons, staff recommends award to Republic Services.

Proposed Motion:

I move to approve authorizing the Town Manager to enter into a contract with Republic Waste Services for the period February 1, 2024 ending January 31, 2031 with an option of three one year renewals, declaring an exclusive franchise for all solid waste services in the Town for all solid waste services residential, commercial, industrial and construction disposal as allowed by state law and to provide for transition services by either its current provider or Republic in the intervening period until February 1, 2024.

EXHIBIT B: DRAFT AGREEMENT

[Note: This Draft Agreement may be adjusted at the Town's sole discretion to reflect the specific services to be provided by the Contractor.]

DRAFT SOLID WASTE AND RECYCLING SERVICES AGREEMENT

between

TOWN OF PROSPER, TEXAS

and

[SELECTED CONTRACTOR]

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SOLID WASTE AND RECYCLING SERVICES AGREEMENT

between

TOWN OF PROSPER, TEXAS and

[Contractor]

This Agreement is made on [Date], between the **TOWN OF PROSPER**, a Texas municipal home rule corporation, hereinafter referred to as "the Town," and [Contractor], a corporation, hereinafter referred to as "the Contractor."

RECITALS

WHEREAS, The Town issued a Request for Proposals for Solid Waste and Recycling Processing Services (hereinafter "the RFP"); and,

WHEREAS, The Contractor submitted a proposal in response to the RFP on or before [Date]; and,

WHEREAS, The Town received and evaluated proposals from proposers in response to the RFP; and,

WHEREAS, The Town and The Contractor have engaged in negotiations regarding the RFP; and,

WHEREAS, The Town desires to hire the Contractor to provide those services as specified hereinafter; and,

WHEREAS, the Contractor desires to provide those services specified hereinafter;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Town and the Contractor agree as follows:

AGREEMENT

SECTION 1 RECITALS INCORPORATION

The foregoing recitals are true and correct and hereby incorporated herein by reference.

SECTION 2 DEFINITIONS

2.1 Definitions

As used herein, the following defined terms, phrases, words, and their derivations shall have the meanings as set forth in this Section. Throughout the Agreement, capitalization is used to indicate use of these defined terms. When not inconsistent with the context, words used in the present tense shall include the future, words importing persons shall include firms and corporations, words used in the plural shall include the singular, words used in the singular shall include the plural, words used in the masculine gender shall include the feminine gender, and word used in the feminine gender shall include the masculine gender.

- 5G 5G shall mean fifth-generation broadband cellular software that provides device connectivity and greater bandwidth, faster download speeds, and more robust machine-to-machine communication.
- Act of Default or Default Act of Default or Default shall mean any failure to timely, fully and completely comply with one or more material requirements, obligations, performance criteria, duties, terms or conditions, as stated in this Agreement.
- Additional Bulky Waste Services Additional Residential Bulky Waste Services shall mean Residential Bulky Waste Services that exceed the collection quantity or collection frequency limits specified in Section 8.1.4.
- Agreement Agreement shall mean this document, including any written amendment thereto as agreed upon by the Town and the Contractor.
- Agreement Term— Agreement Term shall mean the full term of the Agreement, including the Initial Term and any Optional Renewal Term unless sooner terminated.
- Alley Service Unit—Alley Service Unit shall mean a Residential Service Unit designated by the Town to receive Residential Collection Services in an alley.
- Application Programming Interface (API) API shall mean an interface that supports interactions between multiple software applications or mixed hardware-software applications, intended to provide rapid and reliable electronic communication through the Town's data management and/or billing software.
- Bag Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Trash with sufficient wall strength to maintain

- physical integrity when lifted by the top. Total weight of a Bag and its contents that is set-out for collection with Bulky Waste Services shall not exceed forty (40) pounds.
- Beyond Contractor's Control Beyond Contractor's Control shall mean events that materially and adversely affect Contractor's ability to perform the obligations under the Agreement and are not due to Contractor's fault or negligence and could not be avoided by Contractor's exercise of commercially reasonable efforts. Includes temporary landfill closure or extreme hazardous weather conditions but does not include economic hardship, manpower shortages, or equipment failure.
- *Brush* Brush shall mean cuttings or trimmings from trees, shrubs, or lawns and similar materials.
- Bulky Waste Bulky Waste shall mean large items such as furniture, appliances, mattresses, carpet, and other items too large to place in 96-gallon Carts. Prohibited items include Construction or Demolition waste, treated wood, fence panels, dead animals, Hazardous Waste, Special Waste, automotive parts, and extra trash bags regardless of the quantity or contents.
- Bulky Waste Services Bulky Waste Services shall mean the collection and disposal of Bulky Waste and the collection and recycling of Bulky Waste by the Contractor pursuant to this Agreement.
- Business Day Business Day shall mean any day, Monday through Friday, from 8:00 AM, CDT until 5:00 PM, CDT.
- Cart Cart shall mean a receptacle with wheels with a capacity of up to approximately ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type truck and approved for use by the Town.
- Council Council shall mean the Town Council, the governing body of the Town.
- Collect or Collection Collect or Collection shall mean the act of removing Trash and Bulky Waste and transporting it to a Disposal Site, the act of removing Recyclable Material and transporting it to a Recyclable Material Facility, or the act of removing Yard Waste and transporting it to a Processing Facility.
- Collection Day Collection Day shall have the meaning set out in Section 11.
- Collection Services Collection Services shall mean all duties and responsibilities of the Contractor related to Collection pursuant to this Agreement.
- Commercial Commercial shall mean originating from any structure or activity other than single-family and duplex residential development including but not limited to hotels, motels, residential structures containing three or more dwellings, residential care

- facilities, businesses, industrial, and institutional facilities, construction projects, or an individual renting one (1) or more Roll-offs located at their residence.
- Commercial Recyclable Material Commercial Recyclable Material shall mean Recyclable Material Collected from Commercial buildings, establishments, or activities including multifamily dwellings, other than single-family and duplex residential development.
- Commercial Recycling Collection Services Commercial Recycling Collection Services shall mean Collection and delivery of Commercial Recyclable Materials to a Delivery facility pursuant to this Agreement.
- Commercial Trash Commercial Trash shall mean all normal waste products of Commercial buildings, establishments, or activities, excluding sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, or any other waste material that cannot be broken down to fit into Commercial Trash Containers specified in this Agreement.
- Commercial Trash Collection Services Commercial Trash Collection Services shall mean Collection and delivery of Commercial Trash to a Delivery Facility pursuant to this Agreement.
- Compactor Compactor shall mean any container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Town.
- Comply or Compliance Comply or Compliance shall mean timely, fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement. Compliance shall not mean substantial compliance. Substantial compliance shall be an Act of Default unless waived by the Town solely by a written instrument.
- Construction or Demolition Waste Construction or Demolition Waste shall mean Municipal Solid Waste resulting from construction or demolition projects including all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, plastics, concrete, asphalt, and cardboard.
- Container Container shall mean Compactor, Dumpster, or Roll-off.
- Contamination Contamination shall mean the existence of any other material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Waste other than Yard Waste
- Contract Rates Contract Rates shall mean the unit prices for Residential Collection Services, and Commercial Collection Services, Disposal Services, Recyclable Material

- Processing Services, or Yard Waste Processing Services found in Appendix D and Appendix E respectively.
- Contractor Contractor shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.
- Cubic Yard (CY) Cubic Yard shall mean a unit of volume equal to the volume of a cube with sides of one (1) yard in length.
- Curbside Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Service Unit as designated by the Town.
- Customer Customer shall mean the owner of a Commercial property or manager of a construction site located within the Service Area or their representative.
- CY See Cubic Yard.
- Delivery Facility Delivery Facility shall mean any suitably licensed transfer station, Disposal site, or Processing Facility designated by the Town where the Contractor delivers Trash, Bulky Waste, Yard Waste or Recyclable Materials pursuant to this Agreement.
- Discharge Discharge shall mean the deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release, or to allow, permit, or suffer any of these acts or omissions.
- Disposal Disposal shall mean the authorized deposit of Solid Waste at a Disposal Site in accordance with the terms of this Agreement.
- Disposal Site—Disposal Site shall mean a Solid Waste management facility authorized by the Texas Commission on Environmental Quality to receive such waste for final disposal in accordance with local, state, and federal requirements.
- Dumpster Dumpster shall mean any front-load Container, with a capacity of two (2) cubic yards to ten (10) cubic yards, and approved for use by the Town.
- Excluded Waste Excluded Waste shall mean Hazardous Waste, Special Waste, and Construction and Demolition Waste.
- Fiscal Year Fiscal Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.
- Force Majeure Force Majeure shall mean events beyond the Town's or the Contractor's control that delay the Town or Contractor from performing any of its obligations under this Agreement other than its payment obligations as further described in Section 39.
- Generator Generator shall mean any person, site or location that produces Solid Waste, or Recyclable Materials.

- Gross Revenues Gross Revenues shall mean all revenues received, directly or indirectly, by the Contractor, its affiliates, subsidiaries, parent, and any person in which the Contractor has a financial interest, from or in connection with this Agreement.
- GVW GVW shall mean Gross Vehicle Weight.
- Hazardous Waste Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 et seq., as amended.
- Herein, Hereunder, Hereby, Hereto, Hereof, and any similar terms shall mean this Agreement.
- *Initial Term* Initial Term shall mean the initial period that the Contractor shall perform the Services pursuant to the Agreement as further described in Section 7.2.
- Marketing Marketing shall mean identification and developing of end markets for Program Recyclable Material and the selling of Program Recyclable Material to end markets.
- May May shall mean something that is not mandatory but permissible.
- Missed Collection Missed Collection shall mean the Contractor's failure to perform any Collection required by this Agreement within the timeframe specified in the Agreement provided that the material intended for Collection was set out at the time and in the manner specified in the Agreement.
- Modified Collection Location —Modified Collection Location shall mean a location other than the Curbside acceptable to both the Resident and the Contractor for providing Residential Trash Collection Services or Residential Recycling Collection Services. The Town reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards.
- Multi-family Complex Multi-family Complex shall mean a continuous dwelling, including all Multi-family Units therein, under a common roof of three (three) or more units, whether contiguous or multi-level construction, and shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums.
- Multi-family Unit Multi-family Unit shall mean each dwelling unit in a Multi-Family Complex under a common roof of three (3) or more units. Multi-Family Units shall include, but not be limited to, dwelling units in apartment houses, grouped housing, or condominiums.
- Old Town Old Town shall mean the area within the Town bounded by First Street, Craig Road, 8th Street, and the railroad.

- Optional Renewal Term Optional Renewal Term means an optional addition to the term of the Agreement that the Town can exercise at its sole discretion as further described in Section 7.3.
- Person Person shall mean an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.
- Process, Processed or Processing Process, Processed, or Processing shall mean Recovery of Recyclable Materials, Treatment into Recovered Materials, and marketing of Recovered Materials to end markets; Recovery of Yard Waste, treatment into mulch or compost, and marketing of mulch or compost to end markets.
- Processing Facility Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing Yard Waste or Recyclable Material.
- Program Aluminum and Steel Recyclable Material Program Aluminum and Steel Recyclable Material shall mean any beverage container, food can, bi-metal container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Material of a similar nature.
- Program Glass Recyclable Material Program Glass Recyclable Material shall mean any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Program Glass Recyclable Material shall not mean window glass, porcelain, or china.

Program Paper Recyclable Material — Program Paper Recyclable Material shall mean any:

- (i) Kraft paper;
- (ii) Corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes;
- (iii) Old newspaper including slick paper inserts;
- (iv) Chipboard; and
- (v) Other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages.
- Program Plastic Recyclable Material Program Plastic Recyclable Material shall mean any rigid plastic bottle, container, jug, or jar made from #1 through #5 or #7 plastic.

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- Program Recyclable Material Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.
- Recovered Material Recovered Material shall mean Program Recyclable Materials that have been processed at the Recyclable Material Facility to market specifications.
- Recyclable Material Recyclable Material shall mean material that has been recovered or diverted from the nonhazardous Solid Waste stream for purposes of reuse, recycling, or reclamation, and is any material or product designated in writing by the Town as being suitable for reuse, recycling, or reclamation.
- Recyclable Material Facility Recyclable Material Facility shall mean the facility where the Contractor receives and processes Recyclable Materials, including all contiguous land, structures, other appurtenances, and improvements on the land. A facility may be publicly or privately owned and may consist of several processing or storage units.
- Recycling Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products.
- Request for Proposals (RFP) Request for Proposals shall mean Town of Proposer Request for Proposals Number 2023-16-A through which the Town solicited proposals to provide the Services contemplated in this Agreement.
- Resident Resident shall mean a person who resides at a Residential Service Unit.
- Residential Trash Residential Trash means all normal waste products of single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, Construction or Demolition Waste, or any other waste material that cannot be broken down to fit into residential Trash receptacles specified in this Agreement.
- Residential Service Unit Residential Service Unit shall mean a residential building with two (2) or fewer dwelling units located within the Town occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- Residential Services Residential Services shall mean Trash Services, Bulky Waste Services, Recycling Services, and Yard Waste Collection Services for Residential Service Units.
- Residue Residue shall mean material that is Processed at the Recyclable Material Facility but is not recovered and is disposed of as Solid Waste, including both Contamination and unrecovered Recyclable Material.

- *RFP* see "Request for Proposals."
- Roll-off Roll-off shall mean any container, excluding compactors, with a capacity of ten (10) cubic yards or more which is normally loaded onto a motor vehicle and transported to a Solid Waste Facility or Recyclable Material Facility and approved for use by the Town.
- Rubbish Rubbish shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- Scavenging Scavenging shall mean the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.
- Service Area Service Area shall mean the area contained within the limits of the Town of Prosper, Texas, as may be amended from time to time.
- Services Services shall mean all duties and responsibilities of the Contractor pursuant to this Agreement.
- Service Commencement Date Service Commencement Date shall mean February 1, 2024, or an alternative date mutually agreed upon by the Town and the Contractor in writing.
- Service Unit Service Unit shall mean a property qualifying for Service under the Agreement.
- Shall Shall will always mean mandatory and not merely directory.
- Single Stream Single Stream shall mean Program Recyclable Materials that are commingled and that do not require the generator to subdivide the Program Recyclable Materials prior to collection.
- Solid Waste Solid Waste shall mean Trash, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities, but does not include:
 - (i) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under Chapter 26, Water Code;
 - (ii) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction.

- Solid Waste Facility Solid Waste Facility shall mean all contiguous land, structures, other appurtenances, and improvements on the land used for disposing of Solid Waste.
- Special Waste Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes shall include:
 - (i) Hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of Texas Administrative Code, Title 30
 - (ii) Class 1 industrial nonhazardous waste
 - (iii) Untreated medical waste
 - (iv) Septic tank pumpings
 - (v) Grease and grit trap waste
 - (vi) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f)
 - (vii) Slaughterhouse wastes
 - (viii) Dead animals
 - (ix) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste
 - (x) Pesticide (insecticide, herbicide, fungicide, or rodenticide) container
 - (xi) Discarded materials containing asbestos
 - (xii) Incinerator ash
 - (xiii) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of Texas Administrative Code, Title 30
 - (xiv) Used oil
 - (xv) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter
 - (xvi) Waste generated outside the boundaries of Texas that contains:
 - (a) any industrial waste
 - (b) any waste associated with oil, gas, and geothermal exploration, production, or development activities
 - (c) any item listed as a special waste in this paragraph
 - (xvii) Lead acid storage batteries
 - (xviii) Used-oil filters from internal combustion engines.

State — State shall mean the State of Texas.

- Substantial Compliance Substantial Compliance shall pertain solely to acts of Contractor being less than full and complete compliance and being ninety percent (90%) or more of full compliance. Substantial compliance shall mean an act of default.
- *Ton* Ton shall mean a unit of weight equal to 2,000 pounds.
- Town Town shall mean the Town of Prosper, Texas, and shall include the Town's elected officials, officers, employees, agents, volunteers and representatives.
- Town Event Town Event shall mean an event sponsored or co-sponsored by the Town and designated by the Town to receive Town Services. The Town has the sole authority to add or eliminate Town Events to receive Town Services.
- Town Facility Town Facility shall mean any Town owned or operated facility designated by the Town as a Town Facility to receive Town Services. The Town has the sole authority to add or eliminate Town Facilities to receive Town Services.
- Town's Representative Town's Representative shall mean the person designated to receive written notices and communication on behalf of the Town as identified in Section 4.1.
- Town Services Town Services shall mean Trash, Bulky Waste, and Recycling Collection, Processing, and Disposal Services for Town Facilities, and Town Events as further described in Section 10.
- Transition Plan Transition Plan shall mean procedures established to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement as further described in Appendix C.
- *Trash* Trash shall mean Residential Trash and Commercial Trash.
- Trash Collection Services— Trash Collection Services shall mean Residential Trash Collection Services and Commercial Trash Collection Services.
- Unaccepted Set-out Unaccepted set-out shall mean a set-out for collection that does not comply with the requirements of the Agreement.
- *Will* Will shall mean mandatory and not merely directory.
- Yard Waste Yard Waste shall mean cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, tree trimmings, Brush, and branches that are set out to be collected as a part of the Yard Waste Collection Service. Any such material set out to be collected with Trash or Bulky Waste Services shall be considered Trash or Bulky Waste.

- Yard Waste Bag Yard Waste Bag shall mean Kraft bag or other sack authorized by the Town, designed to store Yard Waste with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Waste Bag and its contents shall not exceed forty (40) pounds.
- Yard Waste Bundle Yard Waste Bundle shall mean limbs or Brush cut into lengths of 4 feet or less and securely tied with no limbs exceeding six inches in diameter and no bundle exceeding 50 pounds in weight.
- Yard Waste Collection Service Yard Waste Collection Service shall mean the Collection of Yard Waste and delivery to the Delivery Facility pursuant to this agreement.

SECTION 3 REPRESENTATIONS

3.1 Representations

3.1.1 Representations by the Town

The Town represents to the Contractor that the Town is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to perform governmental functions and operations as contemplated by this Agreement.

3.1.2 Representations by the Contractor

The Contractor makes the following representations to the Town.

- (i) The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations required to perform all required Services as contemplated by this Agreement.
- (ii) The Contractor has obtained or will provide the necessary processing and marketing capacity for Program Recyclable Material for the Initial Term and Optional Renewal Terms as defined in Section 7 of this Agreement.
- (iii) The Contractor will obtain at their own expense all applicable environmental and other governmental permits, licenses and authorizations as required under Federal, State, local law, regulation, rule, or ordinance that are necessary to perform the Services.
- (iv) The Contractor will obtain at their own expense all required insurance coverages specified in this Agreement.
- (v) The Contractor will obtain at their own expense the required performance bond or letter of credit specified in this Agreement.
- (vi) To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or

which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other related contract or instrument entered into by the Contractor.

SECTION 4 GENERAL CONDITIONS

4.1 Designated Representative

Any notices or communication required or permitted to be made to either the Town or the Contractor under this Agreement shall be made to the Designated Representative in writing:

If to the Contractor: [NOTE: Information will be added to final Agreement upon award by the Town to the successful Proposer]

If to the Town: Executive Director of Administrative Services

Town of Prosper 250 W. First Street Prosper, Texas 75078

The Executive Director of Administrative Services serves as the Town's Representative for this Agreement and as the sole point of contact for the Contractor(s).

Notice shall be deemed to be given: (a) if personally delivered, when delivered; (b) if mailed, five (5) business days after receipted delivery to the U.S. Mail; (c) if delivered to Federal Express, or any other nationally recognized overnight carrier, one (1) business day after delivery to such overnight carrier. Each party, by similar written notice given five (5) business days in advance to the other Parties in the aforesaid manner, may change the address to which notice may be sent.

4.2 Compliance with Laws and Regulations

The Contractor understands, acknowledges, and agrees the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the Town that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Agreement and may subject the Contractor or subcontractor to penalties up to and including termination of this Agreement or any subcontract.

The Town retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Agreement to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The Town may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The Town will not consider the Contractor or any of its subcontractors in material breach of this Agreement if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article shall be included in any agreements with subcontractors who provide services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Texas by a contractor of subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In addition, the Contractor shall comply with the following laws:

(i) Occupational Safety and Health Administration (OSHA)

The Contractor warrants that any work performed on Town property or in a location partially or entirely under the Contractor's control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.

(ii) Equal Employment Opportunity

Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

(iii) Fair Labor Standards Act

Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

SECTION 5 SERVICE AREA

The Contractor shall be required to perform the Services for all properties located within the Service Area, which includes the area contained within the limits of the Town of Prosper, Texas, as may be amended from time to time.

SECTION 6 RIGHT TO PROVISION OF SERVICES

6.1 Right to Operate Collection Vehicles

Town hereby grants the Contractor for the Agreement Term, the right and privilege to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys of the Town as reasonably required to perform the Services contemplated under the Agreement.

6.2 Exclusive Right to Provision of Collection Services

The Contractor shall have the exclusive right to provide all Collection Services within the Town including providing all Collection Services to Residential Service Units, Multi-family Complexes, and Commercial Service Units including industrial or institutional properties and construction sites. The Contractor, not the Town, shall be responsible for defending the rights granted herein against third parties.

Notwithstanding the Contractor's exclusive right to provide Collection Services, it is understood and agreed that a construction contractor may haul and dispose of Construction or Demolition waste generated by a project located within the Town that the construction contractor was hired to perform, provided that the construction contractor uses its own equipment to store and haul the Construction or Demolition Waste.

6.3 Franchise Fee

For the right and privilege of using the Town's public rights-of-way to provide Collection Services, the Contractor shall pay the Town on a monthly basis a franchise fee equal to five percent (5%) of gross receipts from Commercial Services under the Contract.

SECTION 7 EFFECTIVE DATE AND TERM OF AGREEMENT

7.1 Effective Date of Agreement

Except as otherwise provided for herein, the obligations of the parties shall take effect on the date of execution hereof.

7.2 Initial Term

Unless sooner terminated in accordance with Section 40, the Initial Term of the Agreement shall be for a seven (7) year period commencing on February 1, 2024 at 12:00 AM and continuing in effect until January 31, 2031 at 11:59 PM.

7.3 Optional Renewal Terms

After the Initial Term, the Town may, at its sole discretion, specify one or more Optional Renewal Terms for the Agreement with a combined total length of not more than three (3) years such that the total length of the Agreement including the Initial Term and Optional Renewal Terms shall not be longer than 10 years.

Optional Renewal Terms shall be on the same terms and conditions that were in effect on the date that the Initial Term or previous Optional Renewal Term expired. The Town shall provide written notice to the Contractor of its intention to exercise any Optional Renewal Term not later than one-hundred-eighty (180) calendar days prior to the scheduled expiration date of the Initial Term or the then current Optional Renewal Term of this Agreement. This provision in no way limits the Town's right to terminate this Agreement at any time during the Initial Term or any Optional Renewal Term pursuant to the provisions in this Agreement.

SECTION 8 RESIDENTIAL COLLECTION SERVICES

8.1 Residential Collection Services Scope

8.1.1 Residential Trash Collection Services Scope

The Contractor shall collect one (1) time per week, on a scheduled Collection Day, all Trash contained in Trash Carts. Each Residential Service Unit shall have a minimum of one (1) Trash Cart. A Trash Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Cart and contents. A Resident may request that the Contractor increase the number of Trash Carts at their Residential Service Unit for an additional charge as specified in Appendix D. Upon the Contractor's receipt of a Resident's request to increase the number of Trash Carts at their Residential Service Unit, the Contractor shall collect, once per week on the same scheduled day as the first Trash Cart, all Trash contained in the number of Trash Cart(s) specified by the Resident.

8.1.2 Residential Recycling Collection Services

The Contractor shall collect one (1) time per week, on the same scheduled Collection Day of that week as Contractor Collects Trash, all Recyclable Materials in one (1) Recycling Cart. Each Residential Service Unit shall have a minimum of one (1) Recycling Cart. A Resident may request that the Contractor increase the number of Recycling Carts at their Residential Service Unit for an additional charge as specified in Appendix D. Upon the Contractor's receipt of a Resident's request to increase the number of Recycling Carts at their Residential Unit, Contractor shall collect, one (1) time per week on the same scheduled day as the first Recycling Cart, all Recyclable Materials contained in the number of Recycling Cart(s) specified by the Resident. Residential Service Units shall not be required to separate Recyclable Materials by type prior to Collection.

On a one-time appointment basis and at no additional cost to the Town, the Contractor shall Collect unlimited loose cardboard moving boxes from new Residents on a prearranged day within six (6) months of their moving date and deliver them to the Recyclable Material Facility for processing.

8.1.3 Residential Yard Waste Collection Services

The Contractor shall collect one (1) time per week, on the same scheduled Collection Day of that week as Contractor Collects Trash, all Yard Waste Bags and Yard Waste Bundles placed at the Curbside.

At no additional cost to the Town, the Contractor shall collect natural Christmas trees from Residents on regular Collection Days between December 26 and January 27 and deliver them to the Processing Facility for composting. Artificial trees, bagged trees, or trees with lights, ornaments, or flocking shall not be accepted. Residents are not required to cut and bundle trees as required for normal Yard Waste collection. In addition, the Contractor shall collect Christmas trees from up to two drop-off locations designated and operated by the Town.

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8.1.4 Residential Bulky Waste Collection Services

The Contractor shall provide Curbside Collection of Bulky Waste to all Residential Service Units. Residents may set out up to four (4) cubic yards of Bulky Waste per Collection. [Note: Information about the frequency of collection will be updated based on the Town's service level selections at the conclusion of the RFP] Residents may request Additional Bulky Waste Collections Services in accordance with Section 8.1.5.

8.1.5 Additional Residential Bulky Waste Collection Services

A Resident may submit a request to the Contractor for Additional Residential Bulky Waste Collections Services. [Note: The definition of Additional Residential Bulky Waste Collection Services will be updated based on the Town's service level selections at the conclusion of the RFP]. Upon receipt of a request from a Resident for Additional Residential Bulky Waste Services, the Contractor shall Collect, on a Collection Day agreed upon by the Contractor and Customer, all Bulky Waste as specified by the Resident for an additional charge as specified in Appendix D.

8.1.6 Household Hazardous Waste Collection Services

[Note: This section will be updated if the Town proceeds with Household Hazardous Waste Collection at the conclusion of the RFP]

8.2 Residential Collection Services Location

Except as described below, Residential Collection Services shall be provided at the Curbside.

If the Town deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor. The Town reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards. Residential Yard Waste Collection Services and Residential Bulky Waste Collection Services shall be provided at the Curbside for such Residential Service Units.

In limited areas, as identified by the Town, the Contractor shall collect Trash, Recycling, and Yard Waste in alleys. Bulky Waste Collection shall be at the Curbside in front of the house and not the alley. Alley Service Units may not be conducive to operation of the Contractor's regular collection vehicles. The Contractor shall collect from Alley Service Units using modified equipment or operations if its regular collection vehicles are unable to safely operate in alleys.

The Contractor shall provide Residential Collection Services from Town-approved Modified Collection Locations and Alley Service Units at no additional cost to the Town.

SECTION 9 COMMERCIAL COLLECTION SERVICES

9.1 Commercial Collection Services Scope

The Contractor shall offer Trash and Recycling Collection Services to all Commercial Customers within the Service Area. For the purposes of the Agreement, Commercial Customers are defined

to include but not be limited to Multi-family Complexes, businesses, industrial, and institutional properties, construction projects, and individuals renting one (1) or more Roll-offs located at their residence.

The Contractor shall provide Trash and Recycling Collection Service to Commercial Customers using Container types, sizes, and collection frequencies specified by the Customer. The Contractor shall provide collection frequencies up to six days per week using the following Commercial Container options.

Container Type	Size Options
Cart	96 Gallon
Dumpster (Uncompacted)	2 CY, 3 CY, 4 CY, 6 CY, 8 CY, 10 CY
Dumpster (Compacted)	2 CY, 4 CY, 6 CY, 8 CY
Roll-off (Uncompacted)	20 CY, 30 CY, 40 CY
Roll-of (Compacted)	15 CY, 20 CY, 30 CY, 35 CY, 40 CY

A Trash or Recycling Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Trash Cart and contents.

9.2 Commercial Collection Service Location

Upon commencement of a new Commercial Collection account, the Contractor and the Customer shall agree upon a location that can be accessed by collection vehicles and that does not interfere with or endanger vehicles or pedestrians.

9.3 Unscheduled Extra Collections

The Contractor shall accommodate requests from Customers for additional Dumpster Collections on days other than their regularly scheduled Collection Days provided that the request is received at least 48 hours before the additional collection is scheduled to occur. The Collections Service Contractor shall invoice Customers for unscheduled extra collections at the Contract Rates provided in Appendix E.

9.4 Old Town

As defined in this Agreement, Old Town shall refer to the area bounded by First Street, Craig Road, 8th Street, and the railroad. Commercial Trash and Recycling Collection Services in the Old Town area are currently provided through a combination of Carts, Dumpsters, and Roll-off Containers. As redevelopment of Old Town proceeds, it is anticipated that increasing numbers of properties will be required to construct enclosures for Commercial Trash and Recycling Containers as required by Chapter 4, Section 5.2E of the Town's Code of Ordinances. Some of these enclosures may be shared between multiple businesses, and the Contractor shall be required to divide billings for a single shared enclosure among multiple customers if instructed to do so

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by the Town. The Town shall determine the manner in which services in the Old Town will be provided in the future via a combination of Carts, Dumpsters, and Roll-off Containers.

SECTION 10 TOWN SERVICES

10.1 Trash and Recycling Collection at Town Facilities

At no additional cost to the Town, the Contractor shall provide Collection and Disposal of Trash and Bulky Waste and Collection and Processing of Program Recyclable Materials to all Town Facilities as designated by the Town. The Contractor and the Town shall mutually decide on the number and size of Carts and Containers and collection frequencies at each designated Town Facility. If a dispute arises concerning Trash or Recycling Collection for a Town Facility, the Town shall at its sole discretion determine the resolution of the disputed matter.

10.2 Town Events

At no additional cost to the Town, the Contractor shall provide Collection, Processing, and Disposal services for Town events as designated by the Town, including but not limited to the following.

10.2.1 Annual Spring Clean Up

The Town holds an annual Spring Cleanup event where residents may drop off shredded paper, electronics, scrap metal, Program Recyclable Materials, and Trash. To support this event, the Contractor shall supply up to 30 Roll-offs and 3 rear-load trucks and provide hauling and Disposal of Trash, and hauling and Processing of shredded paper, electronics, scrap metal, and Program Recyclable Materials at no additional cost to the Town.

10.2.2 Bulky Waste Drop Off Collection

The Town provides and supervises weekly Bulky Waste drop-off collection at the Public Works facility located at 601 W. Fifth Street. Customers are required to provide proof of residence. The Contractor shall supply Roll-offs or rear-load trucks as required and haul and dispose of the Bulky Waste collected at these events at no additional cost to the Town.

10.2.3 Additional Town Projects

In addition to Roll-offs requested for the Spring Cleanup or Bulky Waste Drop-off events, the Town may request up to 24 additional Roll-offs per year at no additional cost to support Town projects such as storm debris or litter clean up. The Contractor shall supply hauling and Disposal of the materials collected in these Roll-offs at no additional cost to the Town.

SECTION 11 COLLECTION DAYS AND HOLIDAYS

11.1 Residential Collection Days

Each Residential Service Unit shall receive Trash, Recycling, and Yard Waste Collection Services on a single, weekly Collection Day which shall occur on the same day each week

according to a published schedule. [Information on Bulky Waste Collection Days will be updated based on the Town's service option selected at the conclusion of the RFP]

11.2 <u>Commercial Collection Days</u>

Commercial Collection Services occur at a frequency and on Collection Days that are mutually agreed upon by the Customer and the Contractor up to six (6) times per week, Monday through Saturday.

11.3 Town Services Collection Days

Town Services Collection occurs at a frequency and on Collection Days that are mutually agreed upon by the Contractor and the Town.

11.4 Holidays

The Proposer shall not be obligated to provide Service on recognized holidays set forth in Appendix A. Holidays may be added, deleted, or changed upon the sole determination of the Town.

The Contractor shall not provide Collection Services on Thanksgiving and Christmas but may choose to provide Collection Services on other Holidays at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday.

SECTION 12 HOURS OF OPERATION

12.1 Hours of Operation

Collection operations shall not be conducted outside the hours specified in the following table without written approval from the Town's Representative. Operating outside of approved hours will subject the Contractor to Liquidated Damages in accordance with Section 36.

Hours of Operation

Collection Service Type	Approved Operating Hours
Residential Collection Services	7:00 AM to 7:00 PM Monday – Friday
	Saturday Collection 7:00 AM to 7:00 PM permitted as required to provide make-up Collection for observed Holidays only.
Commercial Collection Services and Town Services	7:00 AM to 7:00 PM Monday - Saturday

SECTION 13 DISPOSAL SERVICES

[To be updated based on service option selected by Town at the conclusion of the RFP]

SECTION 14 RECYCLABLE MATERIAL PROCESSING SERVICES

14.1 Recyclable Material Facility Requirements

The Contractor shall deliver all Program Recyclable Material to the Recyclable Material Facility located at [update location at conclusion of RFP]. The Contractor shall maintain sufficient capacity at the Recyclable Material Facility to receive and Process all Program Recyclable Material collected in the Town throughout the Agreement Term.

The Contractor shall operate the Recyclable Material Facility in compliance with all applicable laws. The Contractor shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Contractor shall use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The Town reserves the right to review the Contractor's operating records and/or perform material composition audits to verify compliance with these requirements.

The Contractor shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited and will subject the Contractor to Liquidated Damages in accordance with Section 36. Upon request by the Town, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The cost of performing all Recyclable Material Processing Services is included in the Contract Rates for Residential and Commercial Recycling Collection in Appendix D and Appendix E.

14.2 Addition and Deletion of Program Recyclable Materials.

The Town reserves the right to add other Program Recyclable Materials to the program if the processing facility accepts such material from other customers or if the parties agree it is economically and technically feasible. In addition, the Town reserves the right to delete Program Recyclable Materials from the program if the parties agree it is economically and technically prohibitive.

SECTION 15 YARD WASTE PROCESSING SERVICES

[To be updated based on service option selected by Town at the conclusion of the RFP]

SECTION 16 HOUSEHOLD HAZARDOUS WASTE PROCESSING SERVICES

[To be updated based on Town decision at the conclusion of the RFP]

SECTION 17 COMMINGLING OF MATERIALS AND DISPOSAL OF PROGRAM RECYCLABLE MATERIALS AND YARD WASTE PROHIBITED

17.1 Commingling of Materials

Reserved

[Note: The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the Town provided that the Town does not contract with the City of Denton for Disposal of Residential Trash and Bulky Waste and/or Processing of Yard Waste. If the Town does contract with the City of Denton, then this section shall be updated to prohibit commingling of those materials with Commercial material or material from sources outside the Town.]

17.2 Disposal of Program Recyclable Materials Prohibited

The Contractor shall not dispose of any Program Recyclable Material or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Material except when approved in writing by the Town.

17.3 <u>Disposal of Yard Waste Prohibited</u>

The Contractor shall not dispose Yard Waste or deliver finished or unfinished products derived from Yard Waste to markets that the Contractor knows or reasonably should have anticipated would dispose of the products derived from Yard Waste except when approved in writing by the Town.

SECTION 18 STORM AND DISASTER DEBRIS MANAGEMENT

In the event of an emergency declaration by the Town, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the Town may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 39.

SECTION 19 COLLECTION VEHICLES

19.1 Inspection of Collection Vehicles

The Town may inspect the Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification form the Town, the Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for its intended purpose. The Contractor shall, upon notification from the Town, sanitize, wash, or repaint equipment that is unsightly.

19.2 Appearance of Collection Vehicles

The Contractor shall paint all collection vehicles uniformly as approved by the Town and with the Contractor's name, customer service office telephone number and the unique identification number of the vehicle in letters not less than six (6) inches high on each side and the rear of the vehicle. All collection vehicles shall be uniquely numbered, and a record kept of the vehicle to which each number is assigned.

The Contractor shall use vehicles to which wrap graphics may be applied and shall apply wrap graphics upon request by the Town. Wrap graphics may be for the purpose of Town-related education, events, announcements, or other content approved by the Town. Application of wrap graphics to collection vehicles shall be performed by the Contractor and production and application shall be Town's sole cost.

No advertising shall be permitted on vehicles for persons other than the Contractor. No advertising shall be permitted on vehicles for third parties.

19.3 Age of Collection Vehicles

Upon commencement of the Agreement, the Contractor shall use vehicles that are not more than 36 months old. Throughout the Initial Term and any Optional Renewal Terms the average age of the Contractor's collection vehicle fleet shall not exceed 7 years.

19.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

The Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Collection Services. The Contractor shall maintain collection vehicles according to industry standards including, but not limited to compaction, prevention of leakage, and other industry standard performance requirements.

All collection vehicles shall be equipped with back-up cameras and spill kits for oil and hydraulic fluids.

19.5 Collection Vehicle Specifications

The Contractor shall use Automated Side Loader (ASL) collection vehicles as the standard collection vehicle type to provide all Cart-based collection services (Residential Trash Collection Services and Residential Recycling Services). The Town recognizes that there may be areas within the Service Area that are not conducive to safe operation of ASL collection vehicles. In these areas, the Contractor may use collection vehicle type(s) other than ASL.

All collection vehicles used by the Contractor to provide Collection Services under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. The Contractor shall also ensure that Gross Vehicle Weights (GVW) do not exceed vehicle license limitations.

All collection vehicles shall include both in-cab and exterior cameras that are able to document set outs and provide any service verification needs as determined by the Town and the Contractor. Cameras shall be supported by a data management platform that is 5G enabled and compatible with the Town's data management system. Additionally, all collection vehicles shall have the capability to have routing and in-field re-routing capabilities and contain an Application Programming Interface (API) that is interoperable with the Town's data management system. The Town reserves the right to request that the Contractor provide technology improvements from time to time as appropriate to maintain performance.

SECTION 20 CARTS

20.1 Ownership of Carts

Title to and ownership of all garbage and recycling Carts is, at all times, with the Town regardless of whether such Carts are in the possession of Contractor, Residential Service Units, Commercial Service Units, Town Facilities or any other entity or individual.

20.2 Cart Operations

The Contractor shall be responsible for Cart operations, as defined herein, at no additional cost to the Town. The Town shall retain ownership of all Carts, in accordance with Section 20.1.

The Contractor shall be required to provide Trash Services and Recycling Services utilizing Carts for all Residential Service Units and any other Service Units receiving service using Carts. The Contractor shall be responsible for Cart operations whether the Carts are owned by the Contractor or the Town.

[If the Contractor purchases Carts on the Town's behalf, the Agreement shall state that the Contractor shall be responsible for assembly and initial distribution of Carts to Residential and Commercial Customers and Town Facilities. If the Town purchases Carts directly from the manufacturer, the Agreement shall be updated to reflect the Cart distribution option selected by the Town in accordance with Section 7.2.3 of the RFP.]

The Contractor shall be responsible for storage, assembly, repair, and maintenance of all Carts, and delivery of repaired and replacement Carts to Residential and Commercial Customers. The Contractor shall have computer software capable of supplying the Town with detailed information as to the performance of the of the required services under this Section of the Agreement, including Cart purchase and delivery history, service times, types of service performed, types of repairs being made, and other reports as requested by the Town. The Contractor shall also be required to provide additional data and reports as required herein.

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20.3 Cart Inventory Data

20.3.1 Cart Inventory Database

The Contractor shall develop and maintain a database which contains the following information. The Contractor shall make the then current database, or any data contained therein, available to the Town upon request by the Town.

Each Cart purchased or managed under the Agreement shall have an associated Cart ID or serial number, unique to that Cart, which shall be used to track all Cart information as required under the Agreement, including:

- (i) Location (address) and date of delivery of each Cart, including current and historical locations where Cart has been in-service;
- (ii) Occurrences of maintenance, repair, and replacement performed for each Cart; and
- (iii) Number and type of Carts at each Residential Service Unit, Commercial Service Unit, and Town Facility, in accordance with Section 20.3.2.

20.3.2 Requirements for Cart Inventory Report and Collection of Excess Carts

Upon commencement of the Agreement, and once every three (3) years thereafter for the duration of the Initial Term and any Optional Renewal Term, the Contractor shall be required to provide the Town with a comprehensive report summarizing current Cart inventory information from the database in accordance with Section 20.3.1. The initial report shall be submitted to the Town within three (3) months of the Service Commencement Date and shall be based upon information gathered during initial Cart distribution. Subsequent Cart inventory reports shall be submitted once every three (3) years thereafter, on the same month in which the Agreement commenced. Subsequent Cart inventory reports shall be based on in-field Cart data collection activities by the Contractor to verify the number of Trash and Recycling Carts being serviced at each Residential Service Unit, Commercial Service Unit, and Town Facility and update the database if required.

The Town shall use the comprehensive report to identify the number of Trash Service Carts and Recycling Service Carts that are collected at each Residential Service Unit, to determine the cost of Additional Carts to be paid to the Contractor by the Town, in accordance with the rates established in Appendix D to the Agreement.

Upon notification and request by the Town, the Contractor shall be required to collect from Residential Service Units, Commercial Service Units, Town Facilities, and Town Events any unwanted excess Carts. The Contractor will be responsible for storing these Carts until they can be used.

20.4 Cart Inventory Replacement

At Service Commencement, the Town may require the Contractor to assemble and distribute Carts to Residential and Commercial Customers at no additional cost. The number of Trash or Recycling Carts to be distributed shall be equal to the number of each type of Cart in use by each Residential Service Unit or Commercial Customer or Town Services location at that time.

Throughout the Agreement Term, the Contractor shall be responsible for delivery of repaired, replacement or new Carts to Residential Service Units, Commercial Customers, and Town Facilities and Events. The Contractor shall deliver repaired or replacement Carts at no additional cost to the Town provided that the delivery occurs due to addition of a new Service Unit, warranty replacement, or replacement due to normal wear and tear or damage due to Contractor fault. If a replacement is required due to loss or damage of a Cart by the Customer, then the Contractor may charge the Town a one-time fee for delivery of a replacement Cart at the rate specified in Appendix D.

20.5 Cart Operations Facility and Location

The Contractor shall use its own facilities for Cart operations required including but not limited to Cart storage, maintenance, and repair. The Contractor's Cart operations facility shall be used for receipt and storage of all Carts and replacement parts used in provision of Services under this Agreement.

20.6 Cart Purchase

[To be updated based on Town's service option selection at the conclusion of the RFP]

20.7 Cart Maintenance, Repair, and Replacement

- (i) The Contractor shall maintain and repair Carts for the collection of Trash and Program Recyclable Materials., in accordance with the Agreement
- (ii) The Contractor shall maintain, repair, and deliver repaired, and replacement Carts as needed. Contractor responsibilities shall include picking up damaged Carts, processing warranty replacements, repairing, and delivering repaired, replacement Carts to Residential Service Units, Commercial Customers, and Town Facilities and Events.
- (iii) The turn-around time for the maintenance, repair, or replacement of a Cart shall not exceed two (2) business days from the time a request for service is received by the Contractor. Maintenance and repair shall not interfere with normal collection of the Cart.
- (iv) The Contractor shall purchase and use replacement parts as specified by the Cart manufacturer as required to repair and maintain Carts.
- (v) The Contractor shall make the necessary repairs or replacement within forty-eight (48) hours of receipt of request. The Contractor shall be responsible for maintaining records of such customer service requests and their resolution.
- (vi) Contractor shall be responsible for and incur all costs for the disposal or recycling of Carts damaged beyond repair.

20.8 Cart Specifications

The following represent the minimum specifications for Carts used to provide Collection Services under this Agreement.

(i) Carts shall have a minimum 10-year warranty in accordance with Section 20.10.

- (ii) The Cart shall be compatible with both standard American semi-automated, barlocking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). All Carts should be rotationally or injection molded using linear high or medium density polyethylene that contains resin with an ultraviolet stabilizer and color shall be non-fading throughout the warranty period.
- (iii) The body of the Cart shall be composed of first quality recyclable (25% PCR of total) medium or high-density polyethylene with a BCSR rating of not less than 500 hours.
- (iv) The resin shall meet or exceed the following American Society for Testing Materials (A.S.T.M) molded property specification: Environmental Stress Crack Resistance (E.S.C.R) Condition "A" for rotational Carts or Condition "B" for injection molded Carts.
- (v) The capacity of Carts shall be approximately 96 U.S. gallons.
- (vi) The Cart is provided with adequate wheels (minimum ten-inch (10") diameter with five-eighth inch (5/8') diameter solid axle) and handles so that it can be pushed or pulled with little effort.
- (vii) Carts shall be furnished complete with all hardware needed for assembly and use. Contractor shall establish an inventory stock of replacement parts for field repairs. Replacement parts should be available upon request of repair to ensure repairs are made in a timely manner in accordance with Section 20.7 of the Agreement. The following are considered replacement parts:
 - a. Wheels and assemblies;
 - b. Lids and assemblies:
 - c. All associated fasteners and brackets.
- (viii) The Cart is designed to accommodate a load of three hundred thirty-five (335) pounds for a 96-gallon Cart excluding the weight of the Cart, without permanent damage, deformation or structural failure. Carts and all components shall be capable of withstanding temperature extremes ranging from negative thirty (-30) degrees Fahrenheit to one hundred and fifty (150) degrees Fahrenheit, when under two hundred (200) pounds per square inch compression, applied from opposite sides by the gripping arms of a Vehicle without permanent damage, deformation or structural failure.
- (ix) Carts shall be made with plastic material using hot melt compounding that is specifically prepared to be colorfast so that the Carts do not alter appreciably in normal use. Carts shall be stabilized against ultraviolet light attack with UV 531 or equivalent.
- (x) Cart lids shall have the following specifications:
 - a. Shall be designed to facilitate water run-off.
 - b. Design prevents the lid from being flung open by the wind.
 - c. Shall be closed by the weight of the lid only. No latches are used or required.

- d. The lid is designed in such a manner as to allow opening without having to touch the bottom edge of the lid.
- (xi) The Cart is designed to prevent being turned over by winds of up to 40 mph in any direction.
- (xii) In the event of any recall notice, technical service bulletin, or other important notification affecting any Carts or replacement parts purchased under this Agreement, a notice shall be sent to the Town. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the Town.
- (xiii) If the Carts include a bar code system, bar codes should be located on the front of the container above the serial number. The bar code should be readable with the devices that meet industry standards. The scanned value of each code should match each Cart's serial number. The bar code shall remain scannable throughout the warranty period.

20.9 Cart Appearance

- (i) Carts shall have an appearance as specified by the Town, including, but not limited to:
 - a. Color.
 - b. Labels, logos, and other identifying information, including size and color of letters, numbers, and markings.
 - c. Serial numbers or other numbering system of Town's choosing.
 - d. Size and color of the Carts are Navy Blue, Brown, Forest Green or other color as directed by the Town, and are stabilized against ultraviolet light attack with UV 531 or equivalent.
 - e. Upon request, cart lids shall have a hot stamp informational message educational message, and/or In-Mold Label (IML) option as needed by the Town.
 - f. Non-Residential Carts shall have a different lid color from Residential Carts to distinguish Service Unit type.
- (ii) Carts shall have no markings or advertising for any entity other than the Town.

20.10 Cart Warranty

The following Cart warranty specifications represent the warranty requirements for Cart maintenance, repair and replacement. All Carts and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. If at any time during the warranty period, a defect should occur with any Cart, the Cart shall be replaced by the Contractor at no cost or obligation to the Town. The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their

intended purpose. All warranties shall survive acceptance and payment by the Town. The Town reserves the right to have any or all Carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications. Warranty includes, but is not limited to, the factors listed below:

- (i) Failure of the lid to prevent rainwater from entering the Cart when closed on the Cart body.
- (ii) Damage to the Cart body, the lid, or any component parts through opening or closing the lid.
- (iii) Does not continuously perform in the intended manner as set forth in Section 20.8 (including smooth maneuverability).
- (iv) Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either is opened or closed.
- (v) Failure of any plastic component to be resistant to damage in the event of contact with common household or residential product/chemicals.
- (vi) Failure of any plastic component resulting from rodents or other wildlife damage.
- (vii) Failure of any portion of the bottom of the Cart to remain impervious to wearthrough after repeated contact with rough and abrasive surfaces. The Cart shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the Cart in normal use.

Cart or lid failures during the warranty period shall constitute failure of the Cart and require replacement with a new and complete Cart (including shipping and assembly), at no cost to the Town. The determination of failure will be at the sole discretion of the Town. Warranty replacement will be due to the Town within sixty (60) days from the time the Town submits the claim.

SECTION 21 OTHER COLLECTION EQUIPMENT

Contractor shall provide other collection equipment and vehicles sufficient in number and capacity to perform the work required by this Agreement including, but not limited to dumpsters, roll-off containers and any vehicles used to service Commercial Service Units, Town Facilities and Town Events.

21.1 Appearance of Other Collection Equipment

The Contractor's name, local telephone number, call center telephone number shall be displayed in letters and numbers no less than four (4) inches high and the vehicle identification number shall be displayed in letters and numbers no less than two and one-half (2.5) inches high on all other collection equipment. Contractor shall not place the Town's logo on other collection equipment vehicles. Contractor shall paint all other collection equipment uniformly as approved by Contractor shall maintain all containers in a clean manner.

Other collection equipment used in the collection of materials under the Agreement shall be thoroughly washed on a regular basis to present a clean appearance. Town may

inspect Vehicles at any time to determine compliance with cleaning and maintenance requirements.

21.2 Other Collection Equipment Specifications

All other collection equipment and vehicles used by Contractor in providing collection of materials under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that GVW of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the roadways of the Town.

21.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall purchase, operate, and maintain other collection equipment pursuant to this Agreement.

The Town, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the Town determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Agreement and Town may assess administrative charges in accordance with this Agreement. Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall replace collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or Town determines that other collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Agreement.

21.4 Other Collection Equipment Inspection and Maintenance

Contractor shall furnish and maintain other collection equipment in accordance with all standards in this Agreement and any maintenance considered to be necessary for execution of the work in an acceptable manner and at a satisfactory rate of progress. Contractor shall inspect each vehicle and each piece of equipment daily to ensure that all equipment is operating properly and complies with Applicable Law. Vehicles which are not operating properly or do not comply with Applicable Law shall be taken out of service until they are repaired and operate properly and comply with Applicable Law.

21.5 Ownership of Collection Equipment other than Carts

Ownership of collection equipment other than Carts shall rest with Contractor.

SECTION 22 UNACCEPTED SET-OUTS

The Contractor may designate a set-out as an Unaccepted Set-out only for the following reasons.

- (i) A set-out of Recycling that contains more than thirty percent (30%) materials that are not Program Recyclable Materials
- (ii) A set-out exceeds quantity limits as established in this Agreement

- (iii) A set-out is not placed at the Curbside or is inaccessible due to barriers
- (iv) A set out is placed in bags or other non-standard containers
- (v) Waste materials are placed on top of a Cart or a Cart cannot be closed
- (vi) A set-out presents a substantial danger to the Contractor's employees or the public
- (vii) A set-out contains Hazardous Waste or other prohibited materials that cannot be easily separated

In the event of an Unaccepted Set-out, the Contractor shall:

- (i) Take a photograph of the entire set-out
- (ii) Collect any portion that is properly set-out and can be easily separated
- (iii) Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out
- (iv) Record the location address

For Bulky Waste set-outs that are Unaccepted Set-outs due to exceeding the quantity limit the Contractor shall, if possible, collect a portion of the set-out approximately equal to the quantity limit.

The Contractor shall provide a list of the Unaccepted Set-outs including the address, and reason for non-acceptance to the Town by 10:00 AM the next business day. If the Contractor fails to provide notice to the customer and to the Town in accordance with this Section, the Contractor shall be subject to Liquidated Damages in accordance with Section 36.

SECTION 23 MISSED COLLECTIONS

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the Town or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-Out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages in accordance with Section 36. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 5:00 PM on the day after the complaint is received.

SECTION 24 PUBLIC EDUCATION NOTICES

The Contractor shall provide the following services associated with public education notices at no additional cost to the Town or the customer. The Contractor shall submit all public education notices to the Town for approval at least thirty (30) days prior to distribution. Contractor will at

no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices within the Town without written approval from the Town.

(i) Transition Notice

The Contractor shall develop, print, and distribute a Transition Notice informing customers of the change in service provider, if applicable. The final Town-approved Transition Notices shall be delivered to Customers by the Contractor between one (1) and fourteen (14) days after the Service Commencement Date.

(ii) Program Introduction Notice

Contractor shall develop, print, and distribute a Program Introduction Notice for each Residential Service Unit describing all Residential services that will be provided, including new services and changes to services. Program Introduction notice shall include, at a minimum:

- Types of Residential Services that will be provided;
- Service frequency or procedure for requesting each service; and
- Set-out requirements (types of materials accepted, configuration, and limits).

Final Town-Approved Program Introduction Notices shall be distributed 10 to 15 days prior to the Service Commencement Date.

(iii) Unaccepted Set-out Notices

The Contractor shall develop, print, and distribute, at Contractor's own expense, an Unaccepted Set-out Notice. The Unaccepted Set-out Notice shall be approved by the Town and shall include one (1) original with two (2) carbon copies. The Unaccepted Set-out shall include the date, reason for non-collection, Contractor's customer service telephone number, and any other information the Town requests. The Contractor shall attach the original Unaccepted Set-out Notice via a non-adhesive means to the Cart, or Container. Contractor shall take a digital photo of set-out that receives an Unaccepted Set-out. Contractor shall maintain carbon copies of Unaccepted Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Unaccepted Set-out Notices as set forth in this Agreement.

(iv) Development, Printing and Distribution of Additional Public Education Notices

At the request of the Town, the Contractor shall develop, print, and distribute, at Contractor's own expense, other Public Education Notices to Residential Service Units for purposes and needs identified by the Town.

The Contractor shall be required to provide to the Town at no cost any existing public educational materials previously developed and used for Residential services, including, but not limited to flyers, mailers, informational or instructional videos, etc. The Town shall be permitted to use such materials for public education purposes within the Town at the Town's discretion.

SECTION 25 SPILLAGE, LEAKAGE AND NUISANCES

25.1 Spillage, Leakage, and Litter

The Contractor shall conduct all operations in a manner that does not allow leaks, spills, or blowing litter to occur. The Contractor shall be responsible for cleanup of any spillage, leakage, or blown litter caused by its operations within two (2) hours of the earlier of either (i) receiving notification of spillage, leakage or blown litter or (ii) knowledge of spillage, leakage, or blown litter by the Contractor or Contractor's employees. The Contractor's vehicles shall carry spill containment kits with supplies for containing and cleaning up small spills of engine fluids or other hazardous materials. The Contractor shall also be required to maintain an on-call subcontractor for the purpose of cleaning up larger spills in a timely manner. Failure by the Contractor to adequately prevent or clean up spills, leakage, or blown litter may result in assessment of Liquidated Damages by the Town in accordance with Section 36.

SECTION 26 CUSTOMER LIST

At least one month prior to the Service Commencement Date, the Town shall provide the Contractor with a customer list for Residential and Commercial Collection Services. The Contractor will report in writing to the Town any Residential set-outs and Commercial accounts or service requests that are not on the then current customer list, and the Town will thereafter update the customer list as applicable. The Contractor shall work cooperatively with the Town to keep the Residential and Commercial customer lists up to date throughout the term of the Agreement. Regardless of the customer list, the Contractor shall provide services to all properties in accordance with this Agreement.

SECTION 27 COST ADJUSTMENT

27.1 Annual Cost Adjustment Process

The Contract Rates in Appendix D and Appendix E shall remain effective from the execution of this Agreement through September 30, 2025. Thereafter, cost adjustments may be requested by the Contractor(s) each new Fiscal Year and are subject to approval by the Town. Cost adjustments shall meet the following requirements for each Service offered under the Agreement:

- (i) Cost adjustments will be based on annual changes to indices agreed to by the Town and the Contractor.
- (ii) Cost adjustment requests must be received by June 1st of each year (taking effect the following October 1st to align with the Town's budget development and approval process) or the Contractor forfeits the right to request a cost adjustment for the upcoming year.
- (iii)The Town may implement cost decreases (based on the cost adjustment indices for each service described below) even if the Contractor does not submit the request by June 1st of a year.

(iv) The Contractor shall receive no other financial compensation outside the terms of the Agreement(s). Further, costs shall not be adjusted other than as explicitly authorized in the Agreement.

All indices used represent the Consumer Price Index (CPI), Employment Cost Index (ECI), EIA Natural Gas Texas Commercial or components of the Producer Price Index (PPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS) or the Energy Information Administration. Since some indices are not finalized for several months, cost adjustments will be applied when data is released and updated, if necessary, when final data is released. If BLS changes the methodology for calculating ECI or components of the PPI, which causes historical data used to calculate this cost adjustment to be restated, such changes shall only apply to future adjustments and not to adjustments already implemented.

The annual cost adjustment shall neither exceed five percent (5%) in any single year nor exceed a cumulative increase of fifteen percent (15%) over a four-year period.

27.2 Annual Cost Adjustment Index

Subject to Town approval, the Contract Rates shall be adjusted on October 1, 2025 and every October 1st thereafter for the term of the Agreement. The adjustment shall be based on the year-over-year change in the average value of the U.S. Consumer Price Index: Urban Consumer – Garbage and Trash Collection over the 12-month period ended September.

SECTION 28 PERSONNEL

28.1 Contractor's Representative

The Contractor shall assign a qualified person or persons to oversee its operations and performance of Services, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of the Contractor's representatives and key personnel to the Town. Such records shall be updated as personnel or contact information changes.

The Contractor shall have a competent and reliable representative on duty at all times that is authorized to make decisions and act on its behalf. The Contractor agrees that the Town shall have twenty-four (24) hour access to said representative via non-toll call from the Town. Answering machines, pagers or other devices that do not provide for immediate contact with the Contractor's said representative(s) shall not meet the requirements.

28.2 Personnel Standards

(i) The Contractor shall hire and maintain qualified personnel to provide service under this Agreement. The Contractor is responsible for ensuring that all personnel are supplied with all equipment and have obtained any training, licenses, or certifications required by law to perform their work. As for personnel operating commercial vehicles, the Contractor shall ensure such personnel have a valid commercial driver's license while operating commercial vehicles in the Town or in connection with this Agreement. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels.

- (ii) The Contractor shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of the Contractor. Such uniforms and safety equipment shall make the employee readily visible and identifiable. The Contractor's employees shall wear complete uniforms and safety vest, shirt, or jacket at all times.
- (iii) Contractor shall not, nor shall it permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for Service(s) provided under the Agreement.
- (iv) The Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, the Contractor's employees shall be trained to perform their duties to maximize the Town's recycling rate, minimize contamination, and promote recycling at all times. Such meetings shall be mandatory for all collection and supervisory personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of the Contractor and available for review at any time by the Town.
- (v) All employees involved in the performance of this Agreement including office and all front-line personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties, standards of performance, and specific requirements of their roles. All front-line, administrative, supervisory and customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor
- (vi) The Contractor's employees shall treat all customers, co-workers, Town employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.
- (vii) In performance of all Services, the Contractor's employees shall adhere to municipal, Town, State and federal laws.

The Town reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The Town reserves the right to have the Contractor remove employees who fail to meet these criteria from providing service to the Town.

SECTION 29 CUSTOMER SERVICE

29.1 Customer Service Responsibilities

The Contractor understands, acknowledges, and agrees that customer service is important to the Town. The Contractor shall work cooperatively with the Town to maintain a high level of customer service and ensure that Services are delivered in an accessible, professional, and responsible manner. The Contractor shall meet with the Town's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning.

The Contractor shall at all times supply labor, information, and resources as reasonably required to assist the Town with responding to customer service issues, including but not limited to following protocols for missed collection, Unaccepted Set-outs, property damage, and other events as described elsewhere in the Agreement.

The Town will log any service requests, complaints or inquiries that it receives before forwarding them to the Contractor for appropriate action.

The Contractor shall inform the Town of any service requests, complaints, or inquiries that it receives from residential customers. At minimum, the Contractor shall supply the Town with the following information:

- (i) Customer name, address, and phone number;
- (ii) Description of request, complaint, or inquiry;
- (iii) Date and time the request, complaint, or inquiry was received;
- (iv) Summary of any investigations or actions taken to address the issue; and
- (v) Name of Contractor employee responsible for follow-up.

The Contractor shall be the primary point of contact for commercial service requests, commercial billing, and related inquiries.

SECTION 30 PLANNING DOCUMENTS

30.1 Contingency Plan

The Contractor shall be prepared at all times to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Services during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that impairs the Contractor's ability to provide Service in accordance with the Contingency Plan in Appendix B. The Contingency Plan shall be implemented in a timely manner and at no additional cost to the Town. The Contractor shall follow the notification procedures in the Contingency Plan prior to implementing contingency measures.

30.2 Transition Plan

The Contractor understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the Town and its residents and businesses. The Contractor shall cooperate fully with the Town to ensure timely, smooth, and uninterrupted transitions between service providers in accordance with the Transition Plan in Appendix C.

The Contractor shall make all preparations necessary to provide Services beginning on the Service Commencement Date and provide the Town with such information prior to the Service Commencement Date as reasonably required for a smooth transition from the previous service provider. At the end of the Agreement, whether by expiration or termination, the Contractor shall continue to diligently provide Services until the final day of the Agreement and provide the

Town with such information as reasonably required to ensure a smooth transition to the successor service provider.

If the Contractor fails to fully and completely comply with the transition requirements in Section 30 or the Transition Plan, the Town may engage the services of another provider to perform the required services, and the reasonable expenses incurred by the Town shall be paid by the Contractor. Alternatively, the Town may terminate the Agreement and employ other remedies in accordance with Section 40.

30.3 <u>Hazardous Waste and Special Waste Contingency Plan</u>

The Contractor shall submit to the Town for approval a Hazardous Waste and Special Waste Contingency Plan at least three (3) months prior to the Service Commencement Date. This plan shall detail what actions shall be taken by the Contractor upon discovery of Hazardous Waste and/or Special Waste at a facility. The Contractor shall include in the plan a copy of a signed contract(s) with a permitted Hazardous Waste and Special Waste transporter(s) to handle any Hazardous Waste and Special Waste discovered during the course of operations. The plan shall comply with all State and Federal regulations regarding the handling of Hazardous Waste and Special Waste.

SECTION 31 DAMAGE TO PROPERTY

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property which is damaged by the Contractor. The damaged property shall be restored to its original condition through repair or replacement at no charge to the property owner, within seven (7) days. The Contractor shall notify the property owner and the Town of any damaged property as soon as possible after the damage occurs and provide the property owner and the Town with the anticipated schedule for repair or replacement.

If the Contractor fails to address the repair or replacement of damaged property within seven (7) days, the Town may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

SECTION 32 NUISANCE CONTROL

For all Services the Contractor(s) shall be conduct operations as quietly as possible and shall conform to applicable Federal, State, County and Town noise level regulations. The Contractor shall maintain facilities and equipment that is used to provide services in a manner that prevents odor, noise, vermin, dust, and other nuisances. The Contractor shall routinely clean equipment used to collect, transport, or process waste.

SECTION 33 TOWN'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT

The Town or any of its duly authorized representatives reserves the right to inspect the Contractor's facilities and equipment, as the Town deems reasonably necessary, to verify compliance with the terms of the Agreement either on a continuing or random inspection basis. The Town shall conduct the inspection of facilities and equipment during regular hours of

operation. The Contractor shall make available to the Town all reasonable assistance to facilitate performance of inspections.

SECTION 34 OWNERSHIP AND RISK OF LOSS FOR TRASH, BULKY WASTE, YARD WASTE AND PROGRAM RECYCLABLE MATERIALS

Title to Trash, Bulky Waste, Yard Waste and Program Recyclable Material shall pass to the Contractor once the Contractor takes possession of the materials, and responsibility for its proper management in accordance with the Agreement and applicable law remains with the Contractor.

SECTION 35 INSURANCE REQUIREMENTS

Before commencing performance of Services pursuant to this Agreement, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State and acceptable to the Town. The Contractor shall furnish to the Town certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and provide proof of coverage in the following amounts.

- (i) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage shall be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- (ii) Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
- (iii) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.

With reference to the foregoing required insurance, the Contractor agrees to the following:

- (i) A waiver of subrogation in favor of the Town, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
- (ii) The Town, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
- (iii) Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the Town.

Insurance limits can be met with a combination of primary and excess/umbrella coverage. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent. The Contractor shall require any contractors, subcontractors, and other persons doing business with or for the Contractor related to the work to maintain at least the insurance as required, or their liability shall be covered by the Contractor.

SECTION 36 LIQUIDATED DAMAGES

If the Contractor does not perform its obligations in a timely manner pursuant to the terms of this Agreement, the Town will suffer damages which are difficult to determine and adequately specify. The Contractor hereby agrees, in addition to any other remedies available to the Town, that the Town may withhold payment from the Contractor in the amounts specified below as Liquidated Damages for failure of the Contractor to fulfill its obligations.

The Contractor shall be given a grace period of thirty (30) calendar days from the Service Commencement Date during which missed collections will be noted but no Liquidated Damages will be assessed for up to five (5) service units missed on any route. Any misses of over five (5) Service Units on any route will not be covered by the grace period. To receive relief from Liquidated Damages during the grace period the Contractor shall be required to demonstrate continual and satisfactory efforts to resolve all issues.

The Contractor shall be liable for Liquidated Damage amounts upon determination by the Town that performance has not occurred consistent with the provisions of the Agreement. The Town shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the Town. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The Town may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the Town under this paragraph shall be in addition to all other remedies which the Town may have under law or at equity and is mutually agreed upon due to the difficulty of determining the Town's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.

The Contractor shall not be deemed liable for Liquidated Damages where the inability to perform the Services is the result of conditions of Force Majeure as set forth in this Agreement.

36.1 Liquidated Damages - General

- (i) Violation of any local, State, or Federal regulations
 - \$500 each incident
- (ii) Failure to clean up leakage, spills, or litter caused by the Contractor within two (2) hours of receiving notification or becoming aware of the leakage spills or litter, whichever is earlier
 - \$250 each incident
- (i) Failure to maintain vehicles or other equipment in manner which prevents leaks, spills, litter, odor or other nuisances
 - \$100 each incident
- (ii) Failure to notify the property owner and the Town of damage to private or public property or restore the damaged property to its previous condition by repair or replacement within 7 days as required by this Agreement
 - \$250 each incident
- (iii) Failure to provide a timely or complete monthly or annual report

\$250 each incident

36.2 Liquidated Damages -Collection Services

(i) Missed Collection

\$50 for each missed collection above two (2) misses per Collection Day, to be assessed at the end of each collection month. A missed collection occurs when a customer reports that their material was set out at the correct time and was not collected provided that the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(iv) Missed Block Collection

\$500 for each incident of the Contractor failing to pick up material on a block containing multiple service units. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where at least three service units report that their material was set out before at the correct time and was not picked up and the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

- (v) Failure to Provide Collection Services within specified Hours of Operation
 - \$250 for each Contractor vehicle providing Collection Services up to 2 hours before or 2 hours after the specified start and end times for that type of Collection Service
 - \$500 for each for each Contractor vehicle providing Collection Services 2 hours or more before or after the specified start and end times for that type of Collection Service
 - \$500 each incident
- (vi) Failure to perform proper billing procedures and/or failure to obtain customer approval before performing and billing for Additional Bulky Waste Services
 - \$250 each incident
- (vii) Failure to Complete a Majority (50%) of the collections on a given day\$2,500 each incident
- (viii) Failure or to collect materials from a Missed Collection location within the amount of time specified in the Agreement
 - \$250 each incident
- (ix) Failure to maintain Carts or Containers in proper working order ten (10) calendar days after notice has been provided by the Town
 - \$100 each incident
- (x) Failure to return Cart or Container to approximately original location
 - \$50 each incident
- (xi) Placing Recyclable Material in Solid Waste containers or vehicles\$1.000 each incident

- (xii) Failure to provide updated route maps to Town after change in routing \$50 per day each day beyond thirty (30) calendar days after change in routing
- (xiii) Failure to leave an education tag when material that is inappropriately prepared is not collected
 - \$100 each incident
- (xiv) Distributing Carts or other Containers that do not meet specifications in this Agreement
 - \$100 each incident
- (xv) Failure to respond to any customer complaint received by the close of the following business day
 - \$100 per business day thereafter per incident
- (xvi) Failure to provide the Town with the required resolved customer complaint documentation
 - \$50 per business day after the close of the business day following the date of the incident
- (xvii) Failure to provide Collection Services on any scheduled Collection Day on or after the Service Commencement Date
 - \$3,000 each day
- (xviii) Failure for three or more consecutive calendar days to collect Trash or Recyclable Materials from at least 95% of Residential Service Units or 95% of Commercial Customers
 - \$50,000 as a one-time cost and \$15,000 per calendar day from the inception of such failure to perform for as long as such failure to perform continues

36.3 Liquidated Damages - Processing and Disposal Services

- (iii) Failure to accept materials during hours of operation
 - \$250 per hour, up to \$2,500 per day
- (iv) Failure to market Recovered Materials
 - \$2,500 per occurrence
- (v) Failure to market mulch or compost from Yard Waste Processing
- (vi) \$2,500 per occurrence.
- (vii) Disposal of Program Recyclable Material or Yard Waste
 - \$2,500 per occurrence.

36.4 Performance Incentive

[Performance incentives may be established at the Town's discretion to incentivize Contractor(s) to meet the performance standards of any Service(s) by waiving the assessment of some or all Liquidated Damages incurred.]

SECTION 37 PAYMENT WITHHELD

In addition to express provisions contained elsewhere in this Agreement, Town may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the Town's interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

- (i) Unsatisfactory progress of the work not caused by condition Beyond Contractor's Control
- (ii) Defective work not corrected
- (iii) Contractor's failure to carry out instructions or orders of the Town or its representative
- (iii) A reasonable doubt that the Agreement can be completed for the balance then unpaid
- (iv) Execution of work not in accordance with the Agreement
- (v) Claim filed by or against Contractor or reasonable evidence indicating problem filing of claims
- (vi) Failure of Contractor to make payments to any subcontractor for material or labor
- (vii) Damage to another contractor
- (viii) Unsafe working conditions allowed to persist by Contractor
- (ix) Failure of Contractor to provide required reports and other reports as required by Town
- (x) Use of any subcontractors without the Town's prior written approval
- (xi) Failure of Contractor to provide accurate invoices and supporting data as describe elsewhere in this agreement.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the Town shall never be liable for interest on any delayed or late payment. The Town's right to withhold payments under this Section will be reasonable considering the nature of the claim and the amount of available performance bond pursuant to this Agreement.

SECTION 38 PERFORMANCE SECURITY

At least one (1) month prior to the Service Commencement Date, the Contractor(s) responsible for performing Collection Services and Recycling Processing Services shall each (1) make, execute and deliver to the Town a good and sufficient letter of credit (preferred) or performance bond (alternate) to secure the full, complete and faithful performance of the terms and conditions

of the Agreement. Such letter or credit or performance bond shall be in an amount based on six (6) months projected fees and shall be renewed each year thereafter throughout the Agreement Term.

SECTION 39 FORCE MAJEURE

Except for any payment obligation by either party, if the Town or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- (i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
- (ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; or
- (iii) Suspension, termination or interruption of utilities necessary for performance of the Services.

To be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The parties agree that, as to this Section, time is of the essence.

SECTION 40 TERMINATION

40.1 Termination for Cause

Town may terminate this Agreement without liability to Contractor and pursue all of its legal and equitable remedies for default upon any of the following events or actions of the Contractor.

- (i) Suffering an Event of Bankruptcy or Insolvency;
- (ii) Suffering the appointment of receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) thereafter;
- (iii) Being adjudicated as a bankrupt;
- (iv) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;

- (v) Committing an act of default; or
- (vi) Failing to timely and fully pay any or all impositions.

If the Town elects to terminate this Agreement prior to expiration for any of the reasons listed above, the Town shall provide written notice to the Contractor and specify at its sole discretion the revised date when the Agreement will end. The Contractor shall continue to be obligated to diligently perform Services until the Agreement end date specified by the Town, and provide information and assistance as reasonably required to ensure a smooth transition to a successor service provider in accordance with Section 30.2 and the Transition Plan.

If the Contractor refuses or is unable to continue providing Services, the Town shall have the right, at its sole option and in addition to its rights under the Performance Bond, to immediate possession of all vehicles, equipment, containers, facilities, or other instrumentalities in possession of the Contractor as may be necessary to permit the Town to provide and perform uninterrupted service until such a time as a satisfactory substitute contractor may be put into place or the parties hereto otherwise agree, in which event the Town shall fairly compensate the Contractor for the fair market rental value of such vehicles, equipment, containers, facilities or other instrumentalities, subject to any offsets or claims by the Town against the Contractor. Contractor shall obtain any necessary agreements from lien holders to insure Town of its rights hereunder.

SECTION 41 ACTS OF DEFAULT OR DEFAULT

Failure of the Contractor to comply with each material obligation pursuant to this Agreement in a full, complete, and timely manner shall be an act of default. Substantial compliance short of full compliance shall be an act of default unless waived in writing by Town. The Contractor specifically understands, acknowledges, and agrees that non-material breach(s) of this Agreement shall constitute a material default when the breaches, even if different breaches, are frequent or regular or repetitive. Contractor specifically understands, acknowledges, and agrees that non-material breaches shall include, but not be limited to, the acts and omissions subject to administrative charges in accordance with this Agreement. Town may terminate this Agreement and pursue all legal and equitable remedies upon a material default of this Agreement.

SECTION 42 DISPUTE RESOLUTION

42.1 Interpretation of Agreement

Except as provided otherwise in this Agreement and to the extent permitted by law, the Town shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder.

42.2 Definition of Claim

As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a

reasonable time, or disputed either as to liability or amount, it may become a claim for the purpose of this clause. A claim by the Contractor or the Town shall be submitted in writing to the other party.

When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Town. The written request shall set forth all the facts surrounding the controversy.

42.3 Process for Dispute Resolution

In connection with any claim under this Agreement, the Contractor and the Town agree that the Contractor and the Town shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claim to the Town. The Town shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written claim, unless the Town determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the Town shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the Town, the Contractor and the Town agree that the Contractor and the Town shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to the Town Council. The Town Council shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written appeal, unless the Town Council determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the Town Council shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the Town Council, the Contractor and the Town agree that the Contractor and the Town shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to mediation before a professional mediator selected by the Contractor and the Town, at a mutually agreed time and place, and with the mediator's fees split equally between the Contractor and the Town. If mediation is unsuccessful within forty-five (45) calendar days of the date of the initial mediation, the Contractor and the Town agree that if the Contractor and/or the Town elect to institute any action regarding claims arising under this Agreement such claims shall be submitted to the exclusive jurisdiction of the courts in Collin County, Texas.

42.4 Operations During Dispute

In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute.

The Contractor expressly recognizes the paramount right and duty of Town to provide adequate services to its residents and further agrees that in the event of a dispute, it will not seek injunctive relief in any court without first negotiating with Town in good faith in accordance with the dispute resolution process described in Section 42.3.

Notwithstanding the other provisions in this Section, the Town reserves the right to terminate this Agreement if the service provided by Contractor fails to meet reasonable standards of the trade, after the Town provides written notice to Contractor pursuant to Section 40 of this Agreement. Upon termination, Town may call the performance bond (Section 38) to cover excess costs of engaging a firm to provide services for the balance of the Agreement period.

SECTION 43 RECORDKEEPING

The Contractor shall maintain at the local customer service office adequate records relating to the performance of their respective duties under this Agreement. The Contractor shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the Town's operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be made available at any time during reasonable business hours for inspection by the Town and for a period of five (5) years after last or final payment. At a minimum, the Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

- (i) Document services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the Town
- (ii) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, source of material, route, and other information as requested by the Town
- (iii) Document missed collections and photographic evidence of Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs or missed collection
- (iv) Document damaged Carts by address, description of damage, and other information as requested by the Town
- (v) Document the number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the Town
- (vi) Document complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the Town
- (vii) Document inactive accounts by address and other information as requested by the Town
- (viii) Document damage to Town-owned or private property as a result of conducting Service(s) within two (2) hours of damage occurring

- (ix) Document monthly tonnage collected by material type as part of Residential Services, Commercial Services, and Town Services
- (x) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the Town
- (xi) Document loads delivered by time delivered to all Disposal Sites and Processing Facilities, tonnage of material delivered, Unaccepted Loads by weight and date collected, and other information as requested by Town. A monthly and annual summary shall also be submitted to Town
- (xii) Provide written notice and photographs for any load designated as an Unaccepted Load prior to the collection vehicle departing the Delivery Facility and/or Material Recovery Facility to the driver and the Town
- (xiii) Any missing criteria, data, guidance, information or other such other documents and reports as Town may reasonably require to verify compliance with the Agreement or to meet the Town's reporting requirements.

SECTION 44 REPORTING

The Contractor shall provide the Town with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the following information.

- (i) Services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the Town.
- (ii) Tonnages delivered to all Disposal Sites and Processing Facilities by material type, source of material, and other information as requested by the Town.
- (iii) Missed collections and Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs.
- (iv) Damaged Carts by address, description of damage, and other information as requested by the Town.
- (v) Number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the Town.
- (vi) Complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the Town.
- (vii) Inactive accounts by address and other information as requested by the Town.
- (viii) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the Town. Additionally, the Contractor shall promptly notify the Town and the property owner in the event that any property damage occurs.
- (ix) Such other documents and reports as Town may reasonably require to verify compliance with the Agreement or to meet Town's reporting requirements.

SECTION 45 INVOICING

The Contractor shall invoice the Town for Residential Services on a monthly basis. The invoice shall be based on the Contract Rates multiplied by the number of applicable units. Within thirty (30) calendar days of receiving the Contractor's invoice, the Town shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. Franchise Fees equal to 5% of gross monthly receipts from Commercial Services shall be shown as a credit on the Contractor's invoices to the Town for Residential Services. Within ten (10) days of the end of each month, the Contractor shall provide the Town with a statement of all fees invoiced for Commercial Collection Services for the month and a calculation of the franchise fee credit amount.

The Contractor's shall invoice Commercial Customers based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice residents for any Additional Bulky Waste Collection Services that are requested in in accordance with Section 8.1.5. The Contractor shall be required to divide billings for a single shared Container or enclosure between multiple Commercial Customers if instructed to do so by the Town.

SECTION 46 MISCELLANEOUS

46.1 Indemnification

The Contractor shall defend, indemnify and save harmless the Town and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance of Services pursuant to the Agreement. The Contractor shall pay any judgment with cost which may be obtained against the Town growing out of such injury or damages.

46.2 Assignment and/or Subcontracting

This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the written permission of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full, complete satisfactory and acceptable performance. However, the Agreement may be assigned for the purpose of financing after notification and approval of the terms of such assignment by the Town's Representative.

46.3 Taxes

Contractor shall be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item and services performed as part of this Agreement, Contractor shall assist the Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the Town.

46.4 Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

46.5 Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

46.6 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

46.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the Town in the event the Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire certainty with regard to such matters.

46.8 Relationship

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between the Contractor and the Town.

46.9 Further Assurance

The Contractor and the Town agree to execute, acknowledge and deliver all such further documents and perform such actions as may reasonably be requested to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

46.10 Time of the Essence

For purposes of this Agreement, the parties agree that time shall be of the essence and the representations and warranties made herein are all material and of the essence.

46.11 Captions and Section Headings

Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

46.12 No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

46.13 Entire Agreement and Modification

This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

46.14 Severability

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

46.15 Knowledge

The Contractor agrees that it has investigated and examined all streets, alleys, overhead trees, wires and such other conditions and requirements of the Town that may affect its full and complete performance of Services under this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

46.16 Appendices

All Appendices attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[NOTE: Appendices will be included as a component of the final awarded Agreement.]

46.17 Governing Law

This Agreement shall be construed and interpreted according to the laws of the State of Texas and venue with respect to any litigation shall be Collin County, Texas.

46.18 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

46.19 Anti-Boycott and Anti-Discrimination

In accordance with Chapter 2271, 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:

- (i) Does not boycott Israel; and
- (ii) Will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (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 Contractor is not subject to Chapter 2271

for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, 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:

- (i) Does not boycott energy companies; and
- (ii) Will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, 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:

- (i) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (ii) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does have a practice, policy, guidance, or directive that discriminate against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

- (i) Contracts with a sole-source provider; or
- (ii) Does not receive any bids from a company that is able to provide the required written verification.

46.20 Authorization

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

SECTION 47 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

TOWN OF PROSPER	Approved in Form and Conter			
By:	By:			
Printed Name:	Printed Name:			
Town Name:	Town Name:			
Attest:				
CONTRACTOR:				
By:				
Printed Name:				
Company Name:				
Attest:				

APPENDIX A HOLIDAYS

The Contractor may observe the following holidays in accordance with Section 11.4

- (i) New Year's Day
- (ii) Memorial Day
- (iii) Independence Day
- (iv) Labor Day
- (v) Thanksgiving
- (vi) Christmas

APPENDIX B CONTINGENCY PLAN

[NOTE: The successful Proposer's Contingency Plan, upon approval by the Town, shall be included as an Appendix to the final awarded Agreement.]

APPENDIX C TRANSITION PLAN

[NOTE: The successful Proposer's Transition Plan, upon approval by the Town, shall be included as an Appendix to the final awarded Agreement.]

APPENDIX D RESIDENTIAL COLLECTION SERVICES UNIT PRICES

[NOTE: Appendix D will be updated and included as an Appendix to the final awarded Agreement, based on terms agreed to by the Town and the successful Proposer.]

APPENDIX E COMMERCIAL COLLECTION SERVICES UNIT PRICES

[NOTE: Appendix E will be updated and included as an Appendix to the final awarded Agreement, based on terms agreed to by the Town and the successful Proposer.]

FORM 3: COST PROPOSAL FORM Form 3.1: Residential Trash Collection

Form 3.1 is provided for Proposers to indicate unit prices for Residential Trash Collection as further described in Section 7.2.1.1. The form is divided into the following sub-forms corresponding to different pricing options.

- Form 3.1a: Trash Collection with Disposal at Contractor's Landfill (Option 1)
- Form 3.1b: Trash Collection with Disposal at City of Denton Landfill (Option 2)

Proposers are required to enter unit pricing for both options. Only one of the two options will be selected by the Town. Pricing for both options excludes the price of Cart purchase and initial delivery, which is entered separately on Form 3.8. Prices represent the full amount to be charged to the Town prior to deduction of franchise fees. Additional details on cost items that are included or excluded from the unit prices are provided in the footnotes for each Form.

Form 3.1a: Trash Collection with Disposal at Contractor's Landfill (Option 1)

The Proposer shall enter pricing in Form 3.1a Residential Trash Collection Option 1, which includes once per week Collection, hauling, and Disposal of Trash at a Disposal Site provided by the Contractor with the cost of Disposal included in the monthly collection fees in Item 1, Item 2, and Item 4 below.

Service	Proposed Fee	Unit
Trash Collection Base Feel	\$9.15	Per Residential Service Unit per Month
2. Additional Trash Cart Fee'	\$7.10	Per Additional Cart per Month
3. Replacement Trash Cart Fee ³	\$25.00	Per Replacement Cart
Additional Collection Fee for Optional Co-Collection of Yard Waste with Trash	\$1.25	Per Residential Service Unit per Month

- Proposer shall indicate base monthly fee for one (1) Residential Trash Cart per Residential Service Unit as
 described in Section 7.2.1.1 of the RFP. Includes Cart storage, maintenance, monthly Trash Collection, hauling,
 and Disposal at a Disposal Site provided by the Contractor. Excludes Cart purchase and initial delivery, which is
 entered separately on Form 3.8.
- Proposer shall indicate the monthly fee to provide weekly Trash Collection for each Cart in addition to one (1) base Cart per Residential Service Unit. Includes Cart storage, maintenance, Collection, hauling and Disposal at the Contractor's landfill. Excludes Cart purchase and initial delivery which is entered on Form 3.8.
- One-time cost to assemble and deliver one (1) Trash Cart to replace a Cart damaged by the customer and remove and repair or dispose of the damaged Cart. Excludes ongoing monthly collection, Disposal, and maintenance costs for the replacement Cart.
- 4. Additional Collection fee per Residential Service Unit per month if the Town elects to co-collect Yard Waste with Trash as further described in Section 7.2.1.3. Includes weekly collection, hauling and Disposal at the Contractor's Landfill. If implemented, this option replaces all Yard Waste collection and processing options in Form 3.3.

FORM 3: COST PROPOSAL FORM (continued) Form 3.1: Residential Trash Collection (continued)

Form 3.1b: Trash Collection with Disposal at City of Denton Landfill (Option 2)

The Proposer shall enter pricing in Form 3.1b for Residential Trash Collection Option 2, which includes once per week Collection and hauling to the City of Denton's Landfill located at 1527 S. Mayhill Road, Denton, Texas. The fees on Form 3.1b exclude Cart Purchase which is entered on Form 3.8, and Disposal, which shall be paid directly to the City of Denton by the Town.

Service	Proposed Fee	Unit	
Trash Collection Base Feel	\$8.90	Per Residential Service Unit per Month	
2. Additional Trash Cart Feet	\$6.10	Per Additional Cart per Month	
3. Replacement Trash Cart Fee ³	\$25.00	Per Replacement Cart	
Additional Collection Fee for Optional Co-Collection of Yard Waste with Trash	\$1.00	Per Residential Service Unit per Month	

- Proposer shall indicate the monthly fee to provide weekly Trash Collection for one (1) Residential Trash Cart
 per Residential Service Unit as described in Section 7.2.1.1 of the RFP. Includes Cart storage, maintenance,
 Trash Collection, and hauling to the City of Denton's Landfill. Excludes Cart purchase and initial delivery,
 which is entered separately on Form 3.8, and Disposal, which is paid directly by the Town.
- Proposer shall indicate the monthly fee to provide weekly Trash Collection for each Cart in addition to one
 (1) base Cart per Residential Service Unit. Includes Cart storage, maintenance, Collection, and hauling to
 the City of Denton's Landfill. Excludes Cart purchase and initial delivery which is entered on Form 3.8, and
 Disposal, which is paid directly by the Town.
- One-time cost to assemble and deliver one (1) Trash Cart to replace a Cart damaged by the customer and remove and repair or dispose of the damaged Cart. Excludes ongoing monthly collection, Disposal, and maintenance costs for the replacement Cart.
- 4. Additional Collection Fee per Residential Service Unit per month if the Town elects to co-collect Yard Waste with Trash as further described in Section 7.2.1.3. Includes weekly collection and hauling to City of Denton's Landfill but excludes Disposal costs paid directly by the Town. If implemented, this option replaces all the Yard Waste collection and processing options in Form 3.3.

Form 3.2: Residential Recycling Collection

The Proposer shall enter pricing in Form 3.2 for Residential Recycling Collection, which includes weekly curbside collection of commingled Recyclable Materials and Processing at a Recyclable Material Facility provided by the Contractor as further described in Section 7.2.1.2. Proposers shall enter the full price charged to the Town prior to deduction of franchise fees.

Service	Proposed Fee	Unit	
1. Recycling Collection Base Feel	\$4.00	Per Service Unit per Month	
2. Additional Recycling Cart Feet	\$3.08	Per Additional Cart per Month	
3. Replacement Recycling Cart Fee ³	\$25.00	Per Replacement Cart	

- Proposer shall indicate base monthly unit cost for Residential Recycling Collection for one (1) Cart per Residential Service Unit as described in Section 7.2.1.2 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer. Excludes Cart purchase and initial delivery which is entered on Form 3.8.
- Additional Recycling Cart Rate includes monthly Residential Recycling collection cost for each Cart in addition to one (1) base Cart per Residential Service Unit as described in Section 7.2.1A of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer. Excludes Cart purchase and initial delivery which is entered on Form 3.8.
- One-time cost to assemble and deliver one (1) Recycling Cart to replace a Cart damaged by the customer
 and remove and repair or dispose of the damaged Cart. Excludes ongoing monthly collection, Processing,
 and maintenance costs for the replacement Cart.

Form 3.3: Residential Yard Waste Collection

The Proposer shall enter pricing in Form 3.3 for Residential Yard Waste Collection, which includes weekly Curbside Collection, hauling, and Processing of Yard Waste as further described in Section 7.2.1.3. Proposers shall enter pricing for the following three options, prior to deduction of franchise fees.

- Yard Waste Option 1: The Contractor hauls Yard Waste to a licensed Yard Waste Processing
 facility provided by the Contractor for composting, with the cost of Collection and Processing
 included in the monthly per-household fee entered on Form 3.3.
- Yard Waste Option 2: The Contractor hauls Yard Waste to the City of Denton's Dyno Dirt composting facility located at 1100 S. Mayhill Road, Denton, Texas. The Contractor's monthly per-household fee includes the cost of Collection and hauling only with the Town paying the cost of Processing to the City of Denton directly.
- Yard Waste Option 3: The Contractor co-collects Yard Waste with Trash and delivers to Disposal. Pricing for this option is entered as an add-on amount to the Trash Collection fees on Form 3.1a and Form 3.1b as further described in Section 7.2.1.1.

Service	Proposed	Unit		
Yard Waste Option 1	\$1.25	Per Residential Service Unit per Month		
Yard Waste Option 2	\$1.00	Per Residential Service Unit per Mont		
Yard Waste Option 3	Enter P	Enter Pricing on Form 3.1a and Form 3.1b		

Form 3.4: Residential Bulky Waste Collection

Form 3.4 is provided for Proposers to indicate unit prices for Residential Bulky Waste Collection as further described in Section 7.2.1.4 and Section 7.2.1.5. The form is divided into the following sub-forms corresponding to different Disposal destination options.

- Form 3.4a: Bulky Waste Collection with Disposal at Contractor's Site (Options 1-3)
- Form 3.4b: Bulky Waste Collection with Disposal at City of Denton Landfill (Options 4-6)
- Form 3.4c: Additional Bulky Waste Collection

Proposers are required to enter unit pricing for all options. Prices represent the full amount to be charged to the Town prior to deduction of franchise fees. Additional details are provided in the footnotes for each Form.

Form 3.4a: Bulky Waste Collection with Disposal at Contractor's Site (Options 1-3)

	Service	Proposed Fee	Unit	
1.	Option 1: Monthly Collection with Disposal at Contractor's Site ¹	\$0.75	Per Residential Service Unit per Month	
2.	Option 2: Bi-weekly Collection with Disposal at Contractor's Site ²	\$2.25	Per Residential Service Unit per Month	
3.	Option 3: Collection by Appointment with Disposal at Contractor's Site ³	\$0.25	Per Residential Service Unit per Month	

- Monthly fee per Residential Service Unit for once-per-month Curbside Collection of up to four (4) cubic yards
 of Bulky Waste including hauling and disposal at Contractor's landfill site. Charged to the Town.
- Monthly fee per Residential Service Unit for bi-weekly Curbside Collection of up to four (4) cubic yards of Bulky Waste including hauling and disposal at Contractor's landfill site. Charged to the Town.
- Monthly fee per Residential Service Unit for up to 12 Bulky Waste Curbside Collections per unit per year on a by-appointment basis. Up to four (4) cubic yards per Collection. Fee includes Collection, hauling and disposal at Contractor's landfill site. Charged to the Town.

FORM 3: COST PROPOSAL FORM (continued) Form 3.4: Residential Bulky Waste Collection (continued)

Form 3.4b: Bulky Waste Collection with Disposal at City of Denton Landfill (Options 4-6)

Service	Proposed Fee	Unit	
Option 4: Monthly Collection with Disposal at City of Denton Landfills	\$0.60	Per Residential Service Unit per Month	
Option 5: Bi-weekly Collection with Disposal at City of Denton Landfill2	\$1.80	Per Residential Service Unit per Month	
Option 6: Collection by Appointment with Disposal at City of Denton Landffilh ³	\$0.20	Per Residential Service Unit per Month	

- Monthly fee per Residential Service Unit for once-per-month Curbside Collection of up to four (4) cubic yards
 of Bulky Waste for delivery to City of Denton Landfill. Fee includes Collection and hauling and excludes
 Disposal Fees which are paid by the Town.
- Monthly fee per Residential Service Unit for bi-weekly Curbside Collection of up to four (4) cubic yards of Bulky Waste for delivery to City of Denton Landfill. Fee includes Collection and hauling and excludes Disposal Fees which are paid by the Town
- 3. Monthly fee per Residential Service Unit for up to 12 Bulky Waste Curbside Collections per unit per year on a by-appointment basis with delivery to City of Denton Landfill. Up to four (4) cubic yards per Collection appointment. Fee includes Collection and hauling and excludes Disposal fees which are paid by the Town.

Form 3.4c: Additional Bulky Waste Collection

Service	Proposed Fee	Unit
Additional Bulky Waste Collection with Disposal at City of Denton Landfill ⁴	\$15.00 per yard	Per Additional Trip

Fee per additional Collection in excess of the Collection frequencies or quantities specified in Options 1-6.
Fee includes Collection, hauling, and disposal at Contractor's landfill site. Charged to resident by prior
agreement based on number of additional trips.

Form 3.5: Optional Household Hazardous Waste Collection Service

Proposers shall use Form 3.5 to enter their proposed pricing for Optional Household Hazardous Waste Collection Service. This at-your-door service may be provided on a regularly scheduled or call-in basis in accordance with Section 7.2.1.6.

	Service	Proposed Fee	Unit		
1.	Option 1: At your door HHW Collection on regularly scheduled Collection frequency'	\$4.50	Per Residential Service Unit per Month		
2.	Option 2: At your door HHW Collection on call-in basis'	\$0.60*	Per Residential Service Unit per Month - *1x per Year per Home		

- Monthly fee per Residential Service Unit to provide at-your-door HHW Collection Service on a regularly scheduled frequency defined in the Proposer's Proposal. Fee includes Collection and Processing at a Processing Facility provided by the Contractor.
- Monthly fee per Residential Service Unit to provide at-your-door HHW Collection Service on a call-in basis subject to any limits on annual calls per residence specified in the Proposer's Proposal. Fee includes Collection and Processing at a Processing Facility provided by the Contractor.

Form 3.6: Commercial Trash Collection Services

Form 3.6 is provided for Proposers to indicate unit prices for Commercial Trash Collection as further described in 7.2.2. Proposers are required to enter unit pricing for all options. Prices represent the full amount to be charged to the Customer prior to deduction of franchise fees. Fees include Collection, hauling, and Disposal at a landfill provided by the Contractor. Additional details are provided in the footnotes for each Form.

Form 3.6a: Monthly Fees for Commercial Trash Collection Service, Front-Load and Cart

	Monthly Cost per Container Collections per Week					
Container Type						
	1	2	3	4	5	6
Cart'	\$30.00	\$75.00	\$125.00	\$175.00	\$225.00	\$275.00
2 CY	\$72.62	\$104.25	\$168.10	\$224.14	\$280.17	\$336.22
3 CY	\$89.36	\$156.38	\$252.15	\$336.21	\$420.26	\$504.33
4 CY	\$106.56	\$164.97	\$300.72	\$400.93	\$501.15	\$601.40
6 CY	\$132.32	\$232.00	\$331.45	\$558.66	\$698.34	\$838.01
8 CY	\$170.18	\$203.60	\$453.71	\$744.86	\$931.11	\$1117.34
10 CY	\$212.69	\$342.01	\$573.98	\$931.11	\$1163.90	\$1396.66
2 CY Vertical Compactor	\$246.81	\$493.62	\$740.43	\$987.24	\$1234.05	\$1480.86
4 CY Vertical Compactor	\$458.98	\$917.96	\$1376.94	\$1835.92	\$2294.90	\$2753.88
6 CY Vertical Compactor	\$636.35	\$1272.69	\$1909.05	\$2545.41	\$3181.76	\$3817.50
8 CY Vertical Compactor	\$772.93	\$1545.65	\$2318.48	\$3091.30	\$3864.14	\$4636.91

Monthly fee for Collection from Trash Cart at specified frequency. Includes Cart storage, assembly, delivery, maintenance, Trash Collection, hauling and disposal at the Contractor's landfill. Excludes Cart purchase which is entered separately on Form 3.8.

Extra Yardage = \$40 per yard

Form 3.6: Commercial Trash Collection Services (continued)

Form 3.6b: Fees for Unscheduled Commercial Front Load Trash Collection

Container Type	Fee per Unscheduled Collection
2 CY	\$26.00
3 CY	\$39.00
4 CY	\$52.00
6 CY	\$78.00
8 CY	\$104.00
10 CY	\$130.00
2 CY Vertical Compactor	\$78.00
4 CY Vertical Compactor	\$106.00
6 CY Vertical Compactor	\$234.00
8 CY Vertical Compactor	\$312.00

^{1.} Fees include Collection, hauling and Disposal at Contractor's Landfill

Form 3.6: Commercial Trash Collection Services (continued)

Form 3.6cProposed Fees for Commercial Trash Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection	Disposal Fee (per Ton)
20 CY Uncompacted	\$125.00	\$125.00	\$485.00	\$40.00
30 CY Uncompacted	\$125.00	\$125.00	\$485.00	\$40.00
40 CY Uncompacted	\$125.00	\$125.00	\$485.00	\$40.00
15 CY Compacted	Negotiable based on compactor	\$135.00	\$505.00	\$40.00
20 CY Compacted	Negotiable based on compactor	\$135.00	\$505.00	\$40.00
30 CY Compacted	Negotiable based on compactor	\$135.00	\$505.00	\$40.00
35 CY Compacted	Negotiable based on compactor	\$135.00	\$505.00	\$40.00
40 CY Compacted	Negotiable based on compactor	\$135.00	\$505.00	\$40.00

^{1.} Fees include Collection, hauling and Disposal at Contractor's Landfill

Dry Run = \$150.00

Form 3.7: Commercial Recycling Collection

On Form 3.7 the Proposer shall indicate the monthly fee for Commercial Recycling Collection for each container type at the collection frequency specified. Fees include Collection, hauling, and Processing at a Recyclable Material Facility provided by the Contractor.

Proposed Monthly Fees for Commercial Recycling Collection Service, Front-Load and Cart

	Monthly Cost per Container Collections per Week						
Container Type							
	1	2	3	4	5	6	
Cart ¹	\$24.00	\$48.00	\$72.00	\$96.00	\$120.00	\$240.00	
2 CY	\$51.96	\$103.92	\$155.88	\$207.84	\$259.80	\$519.60	
3 CY	\$77.94	\$155.88	\$233.82	\$311.76	\$389.70	\$779.40	
4 CY	\$103.92	\$207.84	\$311.76	\$415.68	\$519.60	\$1039.20	
6 CY	\$155.88	\$311.96	\$467.64	\$623.52	\$779.40	\$1558.80	
8 CY	\$207.84	\$415.68	\$623.52	\$831.36	\$1039.20	\$2078.40	
10 CY	\$259.80	\$519.60	\$779.40	\$623.52	\$1299.00	\$2598.00	
2 CY Vertical Compactor	\$155.88	\$311.96	\$467.64	\$623.52	\$779.40	\$1558.80	
4 CY Vertical Compactor	\$311.76	\$623.52	\$935.28	\$1247.04	\$1558.80	\$3117.60	
6 CY Vertical Compactor	\$467.64	\$935.28	\$1402.92	\$1870.56	\$2338.20	\$4676.40	
8 CY Vertical Compactor	\$623.52	\$1247.04	\$1870.56	\$2494.08	\$3117.60	\$6235.20	

Monthly fee for Collection from Recycling Cart at specified frequency. Includes Cart storage, assembly, delivery, maintenance, Recycling Collection, hauling and Processing at the Contractor's Recyclable Material Facility. Excludes Cart purchase which is entered separately on Form 3.8.

Contamination = \$60.00 per lift

FORM 3: COST PROPOSAL FORM (continued) Form 3.7: Commercial Recycling Collection (continued)

Proposed Fees for Commercial Recycling Roll Off Service¹

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One-time)	Fee per Collection	Disposal Fee (per Ton)
20 CY Uncompacted	\$125.00	\$125.00	\$357.00	\$90.00
30 CY Uncompacted	\$125.00	\$125.00	\$357.00	\$90.00
40 CY Uncompacted	\$125.00	\$125.00	\$357.00	\$90.00
15 CY Compacted	Negotiable	\$135.00	\$377.00	\$90.00
20 CY Compacted	Negonage based on compactor	\$135.00	\$377.00	\$90.00
30 CY Compacted	Negotiable based on compactor	\$135.00	\$377.00	\$90.00
35 CY Compacted	Negotiable based on compactor	\$135.00	\$377.00	\$90.00
40 CY Compacted	Negotiable based on compactor	\$135.00	\$377.00	\$90.00

Fees include Collection, hauling and Processing at Contractors Recyclable Material Facility.

Dry Run =	\$150.00
-----------	----------

Form 3.7: Commercial Recycling Collection (continued)

Proposed Fees for Unscheduled Commercial Front Load Recycling Collection

Container Type	Fee per Additional Collection	
2 CY	\$26.00	
3 CY	\$39.00	
4 CY	\$52.00	
6 CY	\$78.00	
8 CY	\$104.00	
10 CY	\$130.00	
2 CY Vertical Compactor	\$78.00	
4 CY Vertical Compactor	\$106.00	
6 CY Vertical Compactor	\$234.00	
8 CY Vertical Compactor	\$312.00	

Fees include Collection, hauling and Processing at Contractors Recyclable Material Facility

Contamination = \$60.00 per lift Extra Pick up = \$13.00 per yard

FORM 3: COST PROPOSAL FORM (continued)

Form 3.8: Cart Purchase Services

The Proposer shall enter pricing on Form 3.8, Table 1 for Cart Purchase Services as further described in Section 7.2.3. All fees entered in Table 1 include the cost of ordering and purchase of new Carts, set up and application of logos, labels, or imprinting as requested by the Town and initial distribution to Residential Service Units, Commercial Customers, and Town Facilities. All fees are additional to fees for Cart operations on Form 3.1, Form 3.2, Form 3.6, and Form 3.7. The Carts shall be owned by the Town and retained by the Town at the end of the Agreement Term.

Table 1: Proposed Fee for Purchase of New Town-Owned Carts by the Contractor

Service	Proposed Fee	Unit
Contractor Purchase of New Town-Owned Carts	\$55.00	One-time fee per Cart payable when a new Cart is delivered to a customer.

In Table 2, the Proposer shall enter the proposed fee for distributing Carts purchased by the Town directly from the manufacturer on behalf of the Town at the Town's request. Distribution of Carts purchased directly by the Town is an optional service, and the Town may elect to contract with the manufacturer for Cart distribution without further obligation to the Contractor at its sole discretion.

Table 2: Proposed Fee for Optional Distribution of Town-Purchased Carts

Service	Proposed Fee	Unit
Distribution of Town-Purchased Carts at Town's request	\$5.00	One-time fee payable upon initial distribution of Carts to Residential Service Units, Commercial Customers, and Town Facilities at Service Commencement.



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

David Hoover, Director of Development Services.

Re: Prosper Hills Rezoning

Town Council Meeting – June 27, 2023

Agenda Item:

Conduct a public hearing and consider and act upon a request to rezone 69.9± acres from Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development, located on the southeast corner of Prosper Trail and Teel Parkway. (Z21-0010)

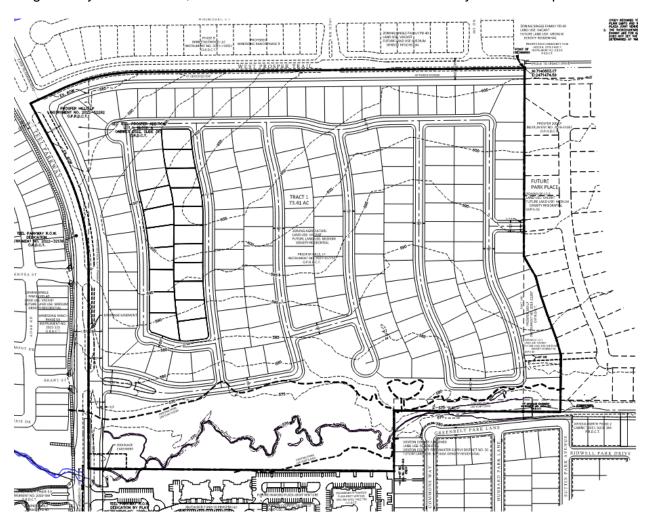
Description of Agenda Item:

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

	Zoning	Current Land Use	Future Land Use Plan	
Subject Property	Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5)	Single Family Residential (Windsong Ranch, Phase 6A)	Medium Density Residential	
North	Planned Development-40 (PD-40)	Single Family Residential (Windsong Ranch, Phase 8, 9, and 10)	Medium Density Residential	
East	Single Family-12.5 (SF-12.5)	Single Family Residential (Park Place)	Medium Density Residential	
South	Artesia	Artesia	High Density Residential	
West	Planned Development-40 (PD-40)	Single Family Residential (Legacy Garden)	Medium Density Residential	

Requested Zoning

The purpose of this request is to rezone Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5) to Planned Development-Single Family (PD-SF), generally to allow for a private residential development. The applicant is proposing 170 single family detached lots, the maximum number of lots with a density of 2.32 lots per acre.



Below is a comparison table outlining the proposed development standards that deviate from the minimum standard per the zoning ordinance. These do not include all the deviations. Based on the information below there is very little deviation from our SF-10 Zoning District to the proposed development standards. The applicant will enter into a development agreement for building materials. The applicant will follow the Town of Prosper exterior construction of residential buildings Section 9.8.

Item 17.

Comparison Table Tract 1				
	Town of Prosper SF-10	New Planned Development		
Minimum Lot Area	10,000sqft	10,000sqft		
Minimum Lot Width	80'	80'		
Minimum Lot Depth	125'	100'		
Size of Yards	Front Yard 25'	Front Yard 25'		
	Side Yard 8' Interior, 15'	Side Yard 8' Interior, 15'		
	Corner	Corner		
	Rear Yard 25'	Rear Yard 25'		
Minimum Dwelling area	1,800 Square Feet	2,400 Square Feet		
Maximum Lot Coverage	45%	50%		
Maximum Height	Two and a half stories, no greater than 40'.	Two and a half stories, no greater than 40'.		
Garages	All homes shall have a	All homes shall have a		
	minimum enclosed parking	minimum enclosed parking		
	area (garage) of 400 square	area (garage) of 400 square		
	feet	feet		
Exterior Materials	1.The exterior facades shall	Follows Town of Prosper		
	be constructed of 100	Requirements		
	percent masonry, unless			
	otherwise specified in this			
	ordinance.			
	2.Cementatious fiber board is			
	considered masonry but may			
	only constitute 50 percent of			
	stories other than the first			
	story.			
	3. Cementatious fiber board			
	may be used for architectural			
	features, including window			
	box-outs, bay windows, roof			
	dormers, garage door			
	headers, columns, or other			
	architectural features			
	approved by the Building			
	Official.			
	* Masonry Construction			
	constitutes clay fired brick,			
	natural and manufactured			
	stone, granite, marble, and			
	stucco as exterior			
	construction materials for all			
	structures			

<u>Future Land Use Plan</u> – The Future Land Use Plan recommends Residential Medium Density. Residential Medium Density includes lot sizes that range between 12,500sqft and 20,000sqft in size. The density ranges between 1.6 dwelling units and 2.5 dwelling units. Although the lot sizes vary as mentioned in the Comprehensive Plan, the applicant is proposing a 2.32 density in dwelling units. Therefore, the proposed zoning request does conform to the Comprehensive Plan.

Residential Medium Density

Medium density residential is also representative of single family detached dwelling units. Lot sizes in medium density residential neighborhoods could range between 12,500 and 20,000 square feet in size. A variation in lot sizes may be permitted to achieve a goal range in density. While a variety of lot sizes may be used within medium density residential neighborhoods, the gross density of such developments will typically not be less than 1.6 dwelling units per acre or greater than 2.5 dwelling units per acre.



<u>Thoroughfare Plan</u> – The property is bounded to the west by Teel Parkway and north by Prosper Trail.

<u>Parks Master Plan</u> – Currently, the Parks Master Plan does not identify a park on the subject property. A 10' trail will be provided along Teel Parkway and Prosper Trail.

Legal Obligations and Review:

Zoning is discretionary. Therefore, the Planning & Zoning Commission is not obligated to approve the request. Notification was provided to neighboring property owners as required by state law. To date, staff has received 5 responses to the proposed zoning request.

Attached Documents:

- 1. Aerial and Zoning Maps
- 2. Proposed Exhibits
- 3. Reply Forms

Planning & Zoning Recommendation:

At their June 06, 2023, meeting, the Planning & Zoning Commission recommended the Town Council deny the request, with a vote 3-2. Please see some of the concerns below:

Commissioners question regarding Medium Density in terms of differences between the lot size and density. Commissioners also question the density criteria and have concerns regarding the rationale between the previous subdivisions lot size average.

Commissioners question regarding the provided amenities in the plan as well as gated and private aspects of the streets and homes. Commissioners question floodplain included in density and have concerns regarding street access points.

General concerns regarding lot size, Comprehensive Plan language, floodplains, gated community, and the contribution to surrounding communities by commissioners.

Page 4 of 5

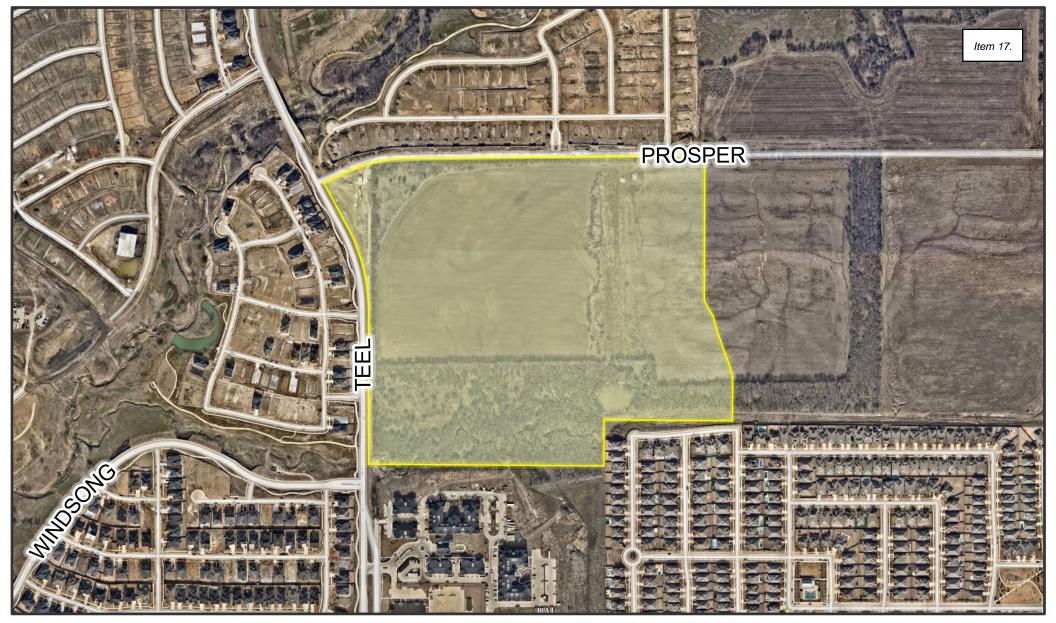
Town Staff Recommendation:

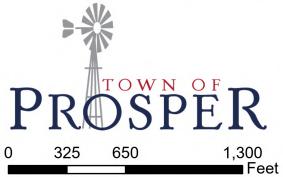
Item 17.

Town Staff originally recommended approval to Planning and Zoning Commissioners as the proposed use is compatible with the surrounded uses. However, with the concerns from the Commissioners, Town staff has requested the applicant to address all the concerns from Commissioners. The applicant did not provide any revisions; therefore, Town Staff recommends denial of the zoning request.

Proposed Motion:

I move to approve/deny a request to rezone 69.9± acres from Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development, located on the southeast corner of Prosper Trail and Teel Parkway.





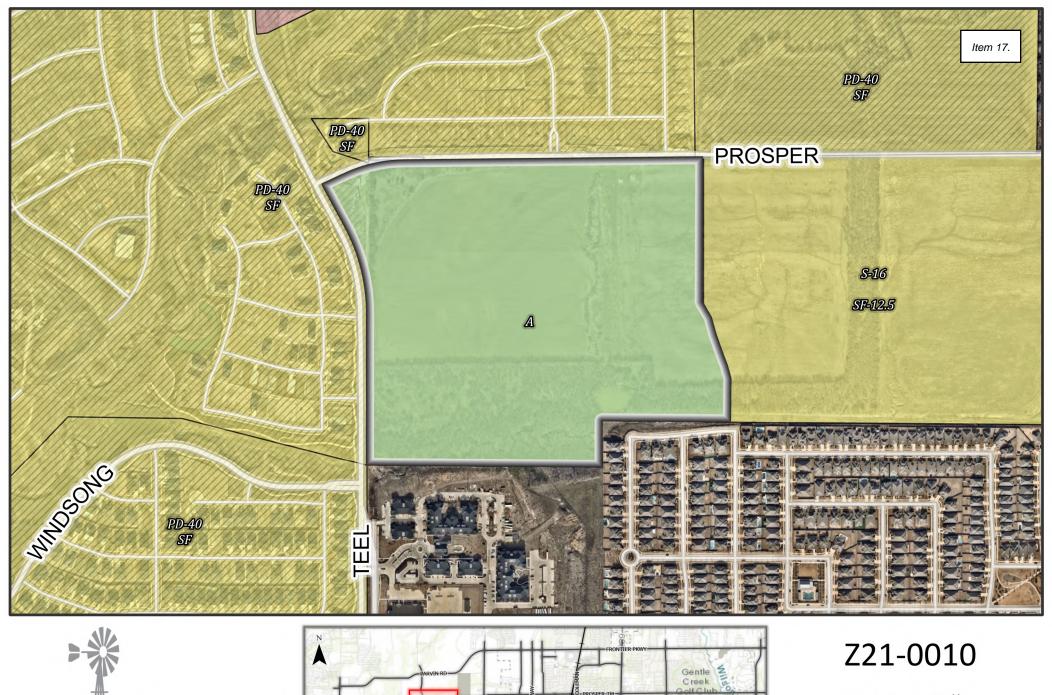


Z21-0010

Prosper Hills

Page 331

Planned Development







Prosper Hills

Page 332

Planned Development

Submittal Document in Support of

Prosper Hills

(subject to name change prior to final approval)

A Planned Development District in the Town of Prosper, Texas

June 1, 2023

Table of Contents

Page 3	Exhibit "A" - Zoning Exhibit
Page 4	Exhibit "B" - Legal Description
Page 6	Exhibit "C" - Statement of Intent and Purpose
Page 7	Exhibit "D" - Development Standards
Page 9	Exhibit "E" - Concept Plan

EXHIBIT "A"

Zoning Exhibit

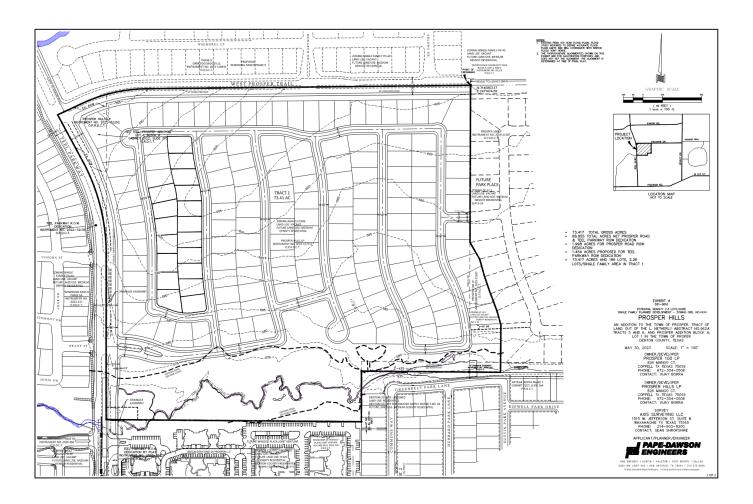


EXHIBIT "B"

Legal Description for Zoning 73.417 ACRES

BEING a tract of land located in the L. NETHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas and being all of that tract of land described in Deed to Prosper Hills, LP, recorded in Instrument No. 2022-117712, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being all of Lot 1, Block A, SEC TEEL-PROSPER ADDITION, an Addition to the Town of Prosper, Denton County, Texas, according to the Conveyance Plat of record filed in Cabinet 2022, Slide 310, Official Records, Denton County, Texas (O.R.D.C.T.) and described in Deed to Prosper Hills LP, recorded in Instrument No. 2022-52292, O.P.R.D.C.T., and being part of that tract of land described in Deed to Prosper 100 LP, recorded in Instrument No. 2019-21287, O.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northeast corner of said Prosper Hills, LP tract and the northwest corner of said Prosper 100 LP tract;

THENCE S 00° 12' 38" W, along the east line of said Prosper Hills, LP tract and the west line of said Prosper 100 LP tract, passing a 1/2" iron rod found at a distance of 19.14 feet, and continuing in all for a total distance of 805.79 feet to a point for corner;

THENCE Leaving said east line of said Prosper Hills, LP tract, over and across said Prosper 100 LP tract, the following six (6) courses and distances:

S 30° 13' 29" E, a distance of 98.75 feet to a point for corner;

S 15° 33' 55" E, a distance of 92.94 feet to a point for corner;

S 19° 11' 38" E, a distance of 92.93 feet to a point for corner;

S 20° 33′ 12″ E, a distance of 93.06 feet to a point for corner;

S 15° 53' 05" E, a distance of 74.81 feet to a point for corner;

S 00° 27' 40" W, a distance of 243.63 feet to a point for corner on the south line of said Prosper 100 LP tract and the north line of Lot 3, Block X, ARTESIA NORTH PHASE 2, an Addition to Denton County, Texas, according to the Plat of record filed in Cabinet 2017, Slide 164, Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE N 89° 32' 20" W, along the north line of said Addition, a distance of 712.65 feet to a point for an interior ell corner of said Prosper Hills, LP tract and the northwest corner of said Addition;

THENCE S 00° 03′ 28″ W, a distance of 259.13 feet to a point for corner;

THENCE N 89° 31' 47" W, a distance of 1,308.00 feet to a point for the southwest corner of said Prosper Hills, LP tract;

THENCE N 00° 08' 41" W, a distance of 149.49 feet to a point for corner;

THENCE N 00° 02' 02" E, a distance of 699.00 feet to a point at the beginning of a curve to the left having a central angle of 28° 21′ 58", a radius of 1002.46 feet, and a chord bearing and distance of N 14° 12′ 49" W, 491.25 feet;

THENCE Along said curve to the left, an arc distance of 496.30 feet to a point on the centerline of Teel Parkway;

THENCE N 28° 23′ 48″, along said centerline, a distance of 270.09 feet to a point at the intersection of Teel Parkway and West Prosper Trail;

THENCE N 64° 52′ 39″ E, easterly along the centerline of said West Prosper Trail, a distance of 137.22 feet to a point at the beginning of a curve to the right having a central angle of 10° 22′ 49″, a radius of 800.48 feet, and a chord bearing and distance of N 70° 04′ 03″ E, 144.82 feet;

THENCE Along said curve to the right, an arc distance of 145.02 feet to a point at the beginning of a compound curve to the right, having a central angle of 04° 27′ 58″, a radius of 800.48 feet, and a chord bearing and distance of N 77° 29′ 27″ E, 62.38 feet;

THENCE Along said compound curve to the right, an arc distance of 62.40 feet to a point at the beginning of a compound curve to the right, having a central angle of 09° 40′ 15″, a radius of 800.48 feet, and a chord bearing and distance of N 84° 33′ 34″ E, 134.95 feet;

THENCE Along said compound curve to the right, an arc distance of 135.11 feet to a point;

THENCE N 89° 23′ 51″ E, continuing along said centerline of West Prosper Trail, a distance of 100.77 feet to a point;

THENCE N 89° 23′ 41″ E, a distance of 1,560.15 feet to the **POINT OF BEGINNING** and containing 3,198,044.52 square feet, or 73.417 acres of land, more or less.

EXHIBIT "C"

Statement of Intent and Purpose for Prosper Hills, Town of Prosper, Texas

The purpose of this PD is to allow for the creation of a private single-family gated residential community that reflects the high-quality standards set forth by the town and citizens of Prosper, Texas. We anticipate these lots to be developed as individual custom homes. Located at the southeast corner of West Prosper Trail and Teel Parkway, Prosper Hills will be privately gated with private streets. Lot sizes will be a minimum of 10,000 square feet and will blend in with the surrounding developments.

EXHIBIT "D"

Development Standards for Prosper Hills. Town of Prosper, Texas

<u>Conformance with the Town's Zoning Ordinance and Subdivision Ordinance:</u> Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (as it currently exists or may be amended) and Subdivision Ordinance (as it currently exists or may be amended) shall apply.

I. Prosper Hills Tract 1 – Single-Family Residential

- **A.** <u>General Description:</u> This property may develop, under the standards for SF-10 as contained in the Town's Zoning Ordinance as it exists or may be amended, as front entry lot product subject to the specific provisions contained herein below. There will be no alley-served lots within the property. The streets will be private gated streets.
- B. Park: Parkland dedication shall be handled via cash in lieu of.
- **C.** <u>Density:</u> The maximum number of single-family detached lots shall be 170. The maximum density allowed shall be 2.32 lots per acre.

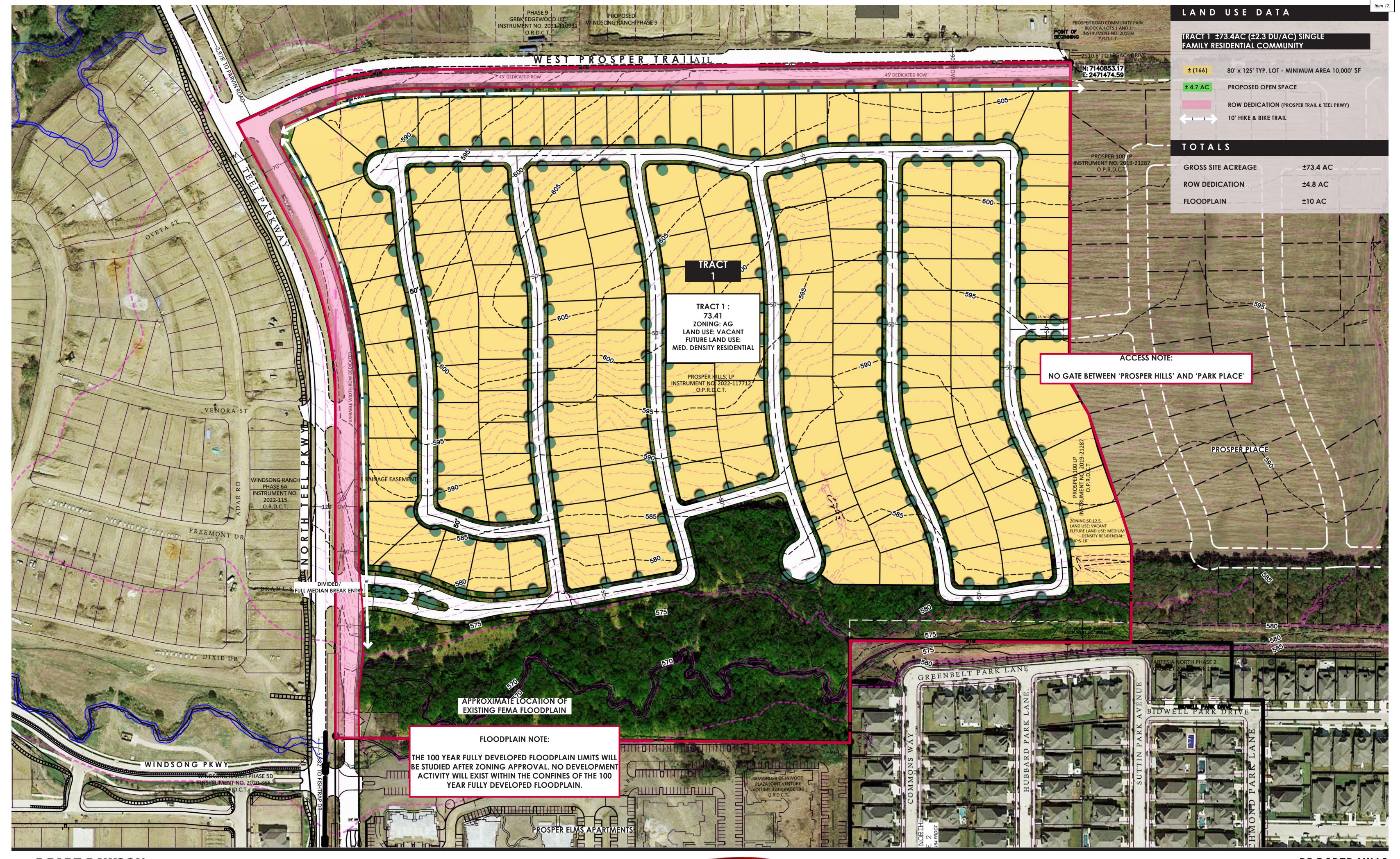
D. Area and building regulations:

- **1. Single-Family Lots:** Should a discrepancy exist between the City Zoning or Subdivision Ordinance and the standards within this PD, the language within shall prevail. The area and building standards for the single-family lots are as follows:
 - (a) **Minimum Lot Area:** 10,000 square feet.
 - (b) **Minimum Lot Width:** The minimum lot width shall be 80' as measured along the front setback, except for lots located on a culde-sac, curve or eyebrow which may have a minimum width of 65' at the front setback provided all other requirements of this section are met.
 - (c) **Minimum Lot Depth:** 100'
 - (d) **Size of Yards**:

- (1) **Minimum Front Yard:** The front yard setback shall be twenty-five (25) feet on all single-family residential lots.
- (2) **Minimum Side Yard:** 8' for interior yards. 15' on corner adjacent to a right-of-way.
- (3) Minimum Rear Yard: 20'
- (e) **Minimum Dwelling Area:** 2,400 square feet.
- (f) **Maximum Lot Coverage:** 50%
- (g) **Maximum Height:** Two and a half stories, no greater than 40'.
- (h) **Garages:** All homes shall have a minimum enclosed parking area (garage) of 400 square feet.
 - (1) Homes shall have a minimum of two car garages. Carports shall not be permitted.
 - (2) Front facing garages are permitted to extend to the front façade of the main structure but may not encroach into the required front yard.

E. Entry Points & Private Streets

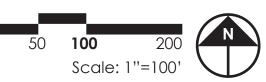
1. Gated entries and private streets shall be allowed.





5810 TENNYSON PKWY, STE 425 ${}_{\parallel}$ PLANO, TX 75024 ${}_{\parallel}$ 214.420.8494 TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470







250 W. First Street Prosper, TX 75078 Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case Z21-0010: The Town of Prosper has received a request to rezone 69.9± acres from Agriculture (A) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development.

LOCATION OF SUBJECT PROPERTY:

I .	
I OPPOSE the request as described in the notice of Publi opposition.	ic Hearing. If in opposition, please provide a reason for
□ I DO NOT OPPOSE the request as described in the notice	ce of Public Hearing.
COMMENTS (ATTACH ADDITIONAL SHEETS IF NEC	ESSARY):
DIBEA mount of Tree Con	The replaced
2) theanimal's life aroun	1 the Pand
3 the Fen & Type will	
siew infront of our hous	ie -
Amgad Fahim Name (please print)	Signature
1600 Greenbelt Park Ln Address	04/18/2023 Date
Prus Dev, TX, 75078 City, State, and Zip Code	amgad fahin @gmail. an
2 14 _ 460 - 4086 Phone Number	



250 W. First Street Prosper, TX 75078 Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case Z21-0010: The Town of Prosper has received a request to rezone 69.9± acres from Agriculture (A) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development.

LOCATION OF SUBJECT PROPERTY:

1
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):
1.) Does not neet FLUP requirement for Medium Densidy residence of Need do know plans for existing pond
3.) Need to know plans for clearing maintaining Flood Plaine 4.) Need to know plans for exterior wall along south borde
1 00/10
Name (please print) Auber & Signature Signature
2317 Commons WAT Address Date
PROSPER TX 75078 City, State, and Zip Code Florida Hubers@aol.com E-mail Address
407-664-5268 Phone Number



250 W. First Street Prosper, TX 75078 Phone: 972-346-3502

REPLY FORM

SUBJECT:

Phone Number

Zoning Case Z21-0010: The Town of Prosper has received a request to rezone 69.9± acres from Agriculture (A) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development.

LOCATION OF SUBJECT PROPERTY:

		The state of the s	
	OPPOSE the request as described in the notice of Public	Hearing. If in opposition, please provide a reason for	
	opposition.		
	DO NOT OPPOSE the request as described in the notice	of Public Hearing.	
	COMMENTS (ATTACLI APPLITIONAL CLIFETO IF NECE	COADVO	
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C	City, State, and Zip Code	E-mail Address / T no &	,
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	41-7-19-2000		



250 W. First Street Prosper, TX 75078 Phone: 972-346-3502

REPLY FORM

SUBJECT:

Phone Number

Zoning Case Z21-0010: The Town of Prosper has received a request to rezone 69.9± acres from Agriculture (A) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development.

LOCATION OF SUBJECT PROPERTY:

	I OPPOSE the request as described in the notice of Pub opposition. I DO NOT OPPOSE the request as described in the notice.	
	No clarity on pond, and flood p	SESSARY):) Anning for grun Areas) Aña (creek)
367		
	Tino GALZA ne (please print)	Signature
<u>2</u> Addi	1313 Commons Way	4/18/23 Date
City,	State, and Zip Code	E-mail Address E-mail Address
L	169-951-8466	



250 W. First Street Prosper, TX 75078 Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case Z21-0010: The Town of Prosper has received a request to rezone 69.9± acres from Agriculture (A) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development.

LOCATION OF SUBJECT PROPERTY:

 □ I OPPOSE the request as described in the notice of Pu opposition. □ I DO NOT OPPOSE the request as described in the notice of Pu opposition. 	ublic Hearing. If in opposition, please provide a reason for otice of Public Hearing.
Change in density, concern	ecessary): with water run off and nown with flooding houses
boadenny, type of border Southern border	wall & landscaping along ther
Tommie Stowers Name (please print)	Signature Herry
16016 Greenbelt Park In. Address	4/18/23 Date
Prosper, TX 75078 City, State, and Zip Code	tee, Stowers 310 gmail Com E-mail Address
Phone Number	



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

David Hoover, Director of Development Services.

Re: Specific Use Permit – Wireless Communications and Support Structure

Town Council Meeting – June 27, 2023

Agenda Item:

Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a new Wireless Communications and Support Structure, on .1± acre, located on the south side of Prosper Trail, west of Preston Country Lane. (ZONE-22-0001)

Description of Agenda Item:

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

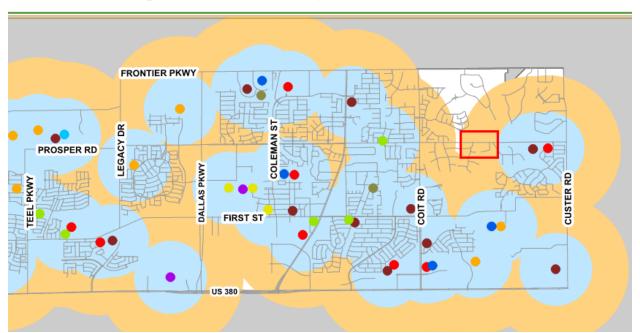
	Zoning	Current Land Use	Future Land Use Plan	
Subject Property	Agricultural	Equestrian Center	Low Density Residential	
North	North Planned Development - 1	Residential (Developed)	Low Density Residential	
East	Agricultural	Residential (Developed)	Low Density Residential	
South	Planned Development - 90	Not Developed	Low Density Residential	
West	Planned Development - 5	Residential (Developed)	Low Density Residential	

Requested Zoning – The purpose of this request is to allow construction of a new 105' Wireless Communication and Support Structure. The Specific Use Permit shows four (4) Wireless Communication antennas that would be placed on the structure and their associated 50' by 50' lease area. These antennas would be screened and not visible to the surrounding area. The

ground equipment is in an area currently screened with a CMU wall with stone veneer and living screen.

In 2020, The Town has completed a survey on areas of opportunities for wireless communication and support structures. The goal for this survey was to provide developers areas that were well suited for such use and to provide a comprehensive plan of communication towers for the Town of Prosper. These areas are potentially school sites, parks, or town properties. Regarding this specific request, this area is not one of those areas of opportunities.

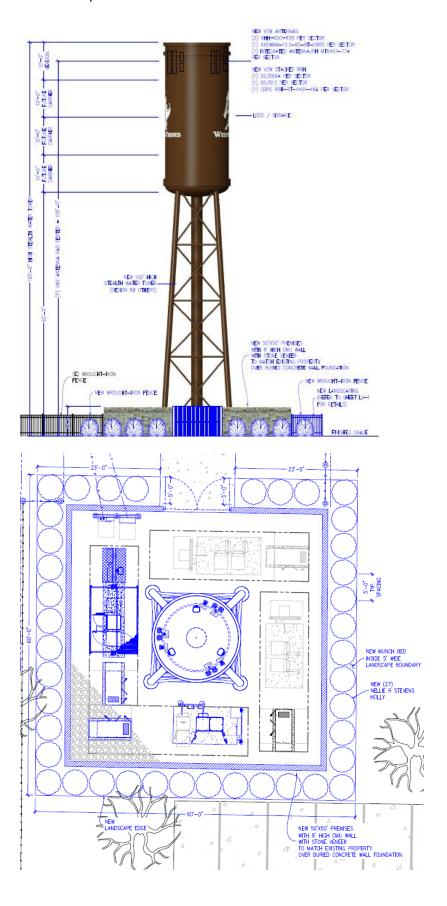
Wireless Communication Exhibit



Legend



Below are pictures of the site.



Page 3 of 4

The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of a SUP request.

- 1. Is the use harmonious and compatible with its surrounding existing uses or proposed uses?
- 2. Are the activities requested by the applicant normally associated with the requested use?
- 3. Is the nature of the use reasonable?
- 4. Has any impact on the surrounding area been mitigated?

Staff believes the applicant has satisfied the criteria and recommends approval of the request.

<u>Future Land Use Plan</u> – The Future Land Use Plan recommends Low Density Residential.

<u>Thoroughfare Plan</u> – This property currently has direct access to Prosper Trail.

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

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. To date, staff has received one reply form in opposition.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. To date, staff has received one reply form in opposition.

Attached Documents:

- 1. Aerial and Zoning Maps
- 2. Exhibits
- 3. Areas of opportunities map
- 4. Reply Form

Planning & Zoning Recommendation:

At their June 06, 2023, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, by a vote of 4-0.

Town Staff Recommendation:

Town staff recommends approval of the Specific Use Permit (SUP) request for a new Wireless Communications and Support Structure, on .1± acre, located on the south side of Prosper Trail, west of Preston Country Lane.

Proposed Motion:

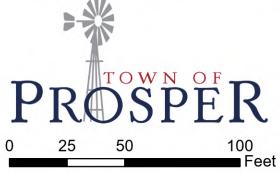
I move to approve/deny a request for a Specific Use Permit (SUP) request for a new Wireless Communications and Support Structure, on .1± acre, located on the south side of Prosper Trail, west of Preston Country Lane.

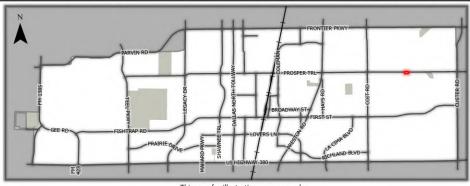


This map for illustration purposes only

Specific Use Permit







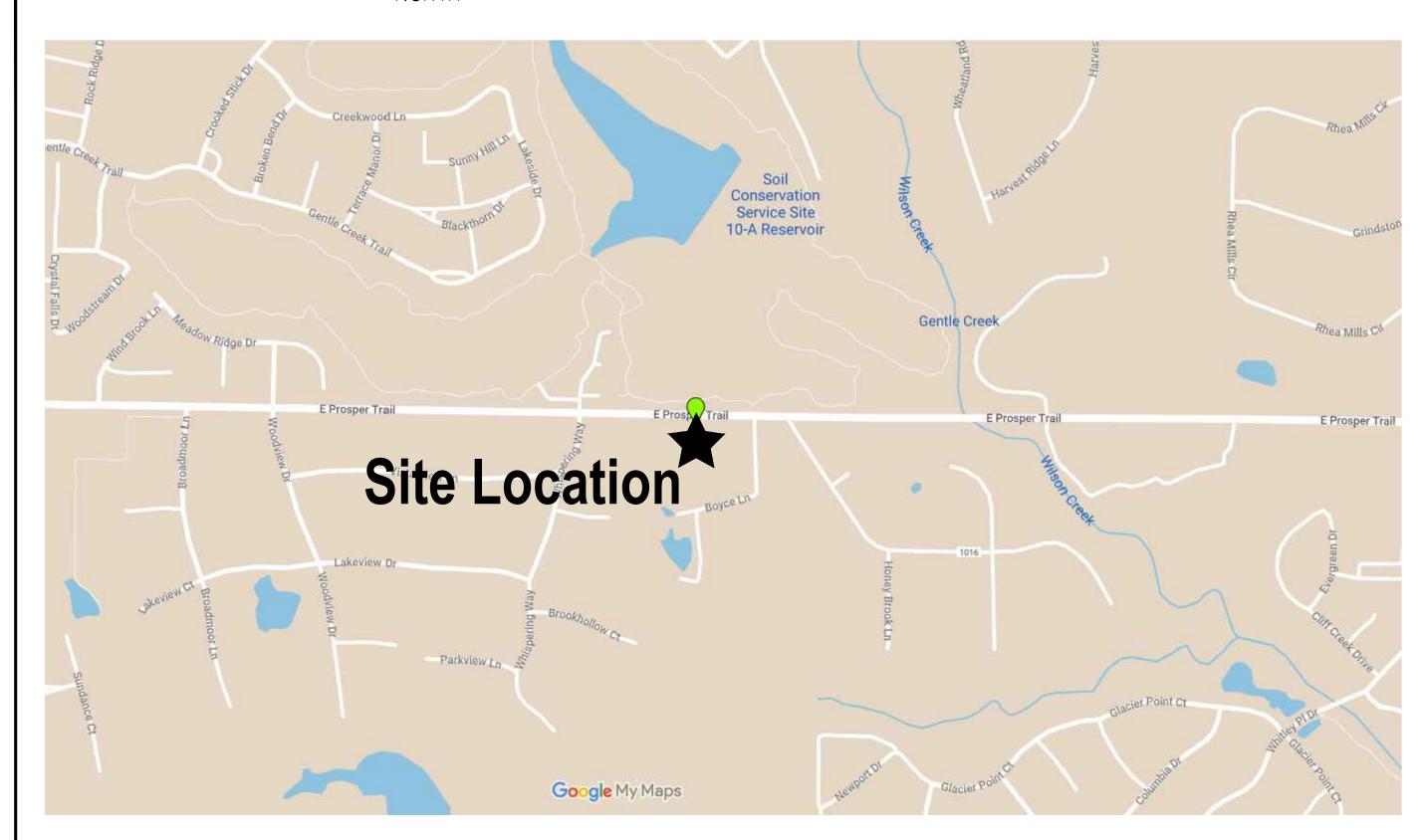
ZONE-22-0001

Anthemnet Whispering Farms Unmanned

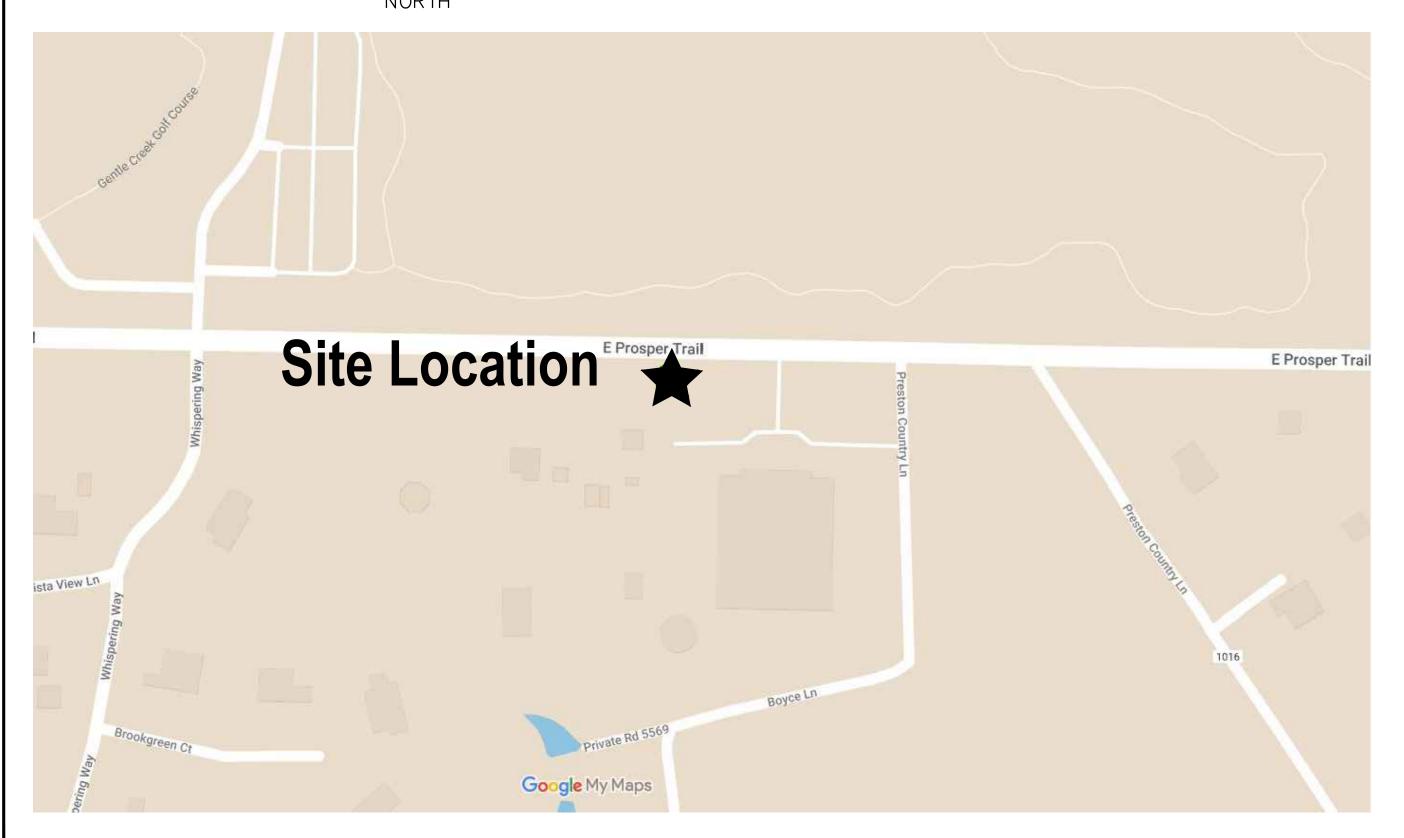
Page 352

Specific Use Permit

VICINITY MAP



ENLARGED MAP





PROJECT 105'-0" TOWER NEW STEALTH TELECOMMUNICATION STRUCTURE



SITE NAME: WHISPERING FARMS

VZW FUZE ID #: 16942148 VZW SITE ID #: 617290751

SITE ADDRESS 1010 PRIVATE ROAD 5569 APN: 2846021 PROSPER, TX 75078 COLLIN COUNTY 33.247500°, -96.752083°

LEGAL DESCRIPTION

WHISPERING FARMS EQUESTRIAN CENTER

BEING LOT 1, BLOCK A, WHISPERING FARMS EQUESTRIAN CENTER ADDITION, ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN VOLUME 2021 PAGE 626, UNDER FILE NUMBER 20211028010003870 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING THE 26.508-ACRE TRACT OWNED BY

BOILERMARKER ROCKHILL, LLC AS RECORDED UNDER COLLIN COUNTY CLERK'S FILE NUMBER 20210302000400650 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS.

SCOPE OF WORK: NEW CELLULAR COMMUNICATIONS SITE WITH 105' HIGH STEALTH WATER CELLULAR TOWER

- NEW 50'x50' CELL SITE COMPOUND
- NEW 8' HIGH SCREEN WALL
- NEW ELECTRIC AND FIBER SERVICE TO SITE
- NEW COMMUNITY RACK FOR POWER/TELCO DEMARCS
- NEW 105' HIGH STEALTH WATER TOWER
- NEW VERIZON WIRELESS EQUIPMENT



☐ APPROVED ☐ DENIED Initials P&Z Initials NEIGHBORHOOD conditions associated with the approval of this project

CATOTION PROVAL

PROJECT SUMMARY

SITE INFORMATION

JURISDICTION: TOWN OF PROSPER OCCUPANCY: UNMANNED ZONE: AGRICULTURE CONSTRUCTION TYPE: NEW CELL SITE STEALTH TOWER COORDINATES: 33.247561°, -96.752081° ELEVATION: 703.9' A.M.S.L.

PROPERTY OWNER

BOILERMAKER ROCKHILL, LLC 1010 PRIVATE ROAD 5569 PROSPER, TX 75078

APPLICANT

ANTHEMNET, INC. 5944 LUTHER LANE SUITE 725 DALLAS, TX 75225 CONTACT: MAX CUMMINS PHONE: 512-539-7151

SURVEYOR

3D DESIGN & ENGINEERING, INC. CONTACT: HELENE F. LECANET, PHD, R.P.L.S. PHONE: 832-510-9621

ENGINEER CONSULTANT

ALLPRO CONSULTING GROUP, INC. 9221 LYNDON B. JOHNSON FWY, SUITE 204 DALLAS, TEXAS 75243 OFFICE: (972) 231-8893 FAX: (866) 364-8375 CONTACT: SHIQIANG ZHANG, P.E.

SHEET INDEX

EXHIBIT - TITLE PAGE EXHIBIT A - (BY OTHERS) SHEET 1 of 2 SHEET 2 of 2 EXHIBIT B - OVERALL SITE PLAN EXHIBIT B — ENLARGED SITE PLAN EXHIBIT B - COMPOUND SITE PLAN EXHIBIT C - LANDSCAPE PLAN EXHIBIT D — ELEVATION & ANTENNA PLAN EXHIBIT D - FACADE ELEVATION NORTH/SOUTH C-1



TEXAS ONE CALL CONTRACTOR TO CALL 48 HOURS BEFORE DIGGING! PHONE: (800) 545-6005 INDEPENDENT LOCATORS TO BE USED ON ALL SITES

THESE DRAWINGS ARE SCALED FOR 24"X36" SHEET

EXHIBIT D - FACADE ELEVATION EAST/WEST



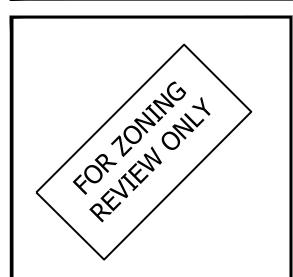
ACGI# 23-1237

DRAWN BY: CG

CHECKED BY: SZ

0 | 9/22/22 | ISSUE FOR ZONING REVIEW 1/18/22 REVISED PER CITY COMMENTS 2 02/07/23 REVISED PER CITY COMMENTS 3 05/23/23 REVISED PER CITY COMMENTS





registration no. 8242

EXHIBIT

ZONE-22-0001

'WHISPERING FARMS'

105'-0" TOWER **NEW STEALTH TELECOMMUNICATION** STRUCTURE

OWNER BOILERMAKER ROCKHILL, LLC

LEGAL DESCRIPTION WHISPERING FARMS **EQUESTRIAN CENTER ADDITION** LOT 1, BLOCK A FN 20211028010003870 (CALLED 26.508 AC) ABSTRACT No. 359 TOWN OF PROSPER

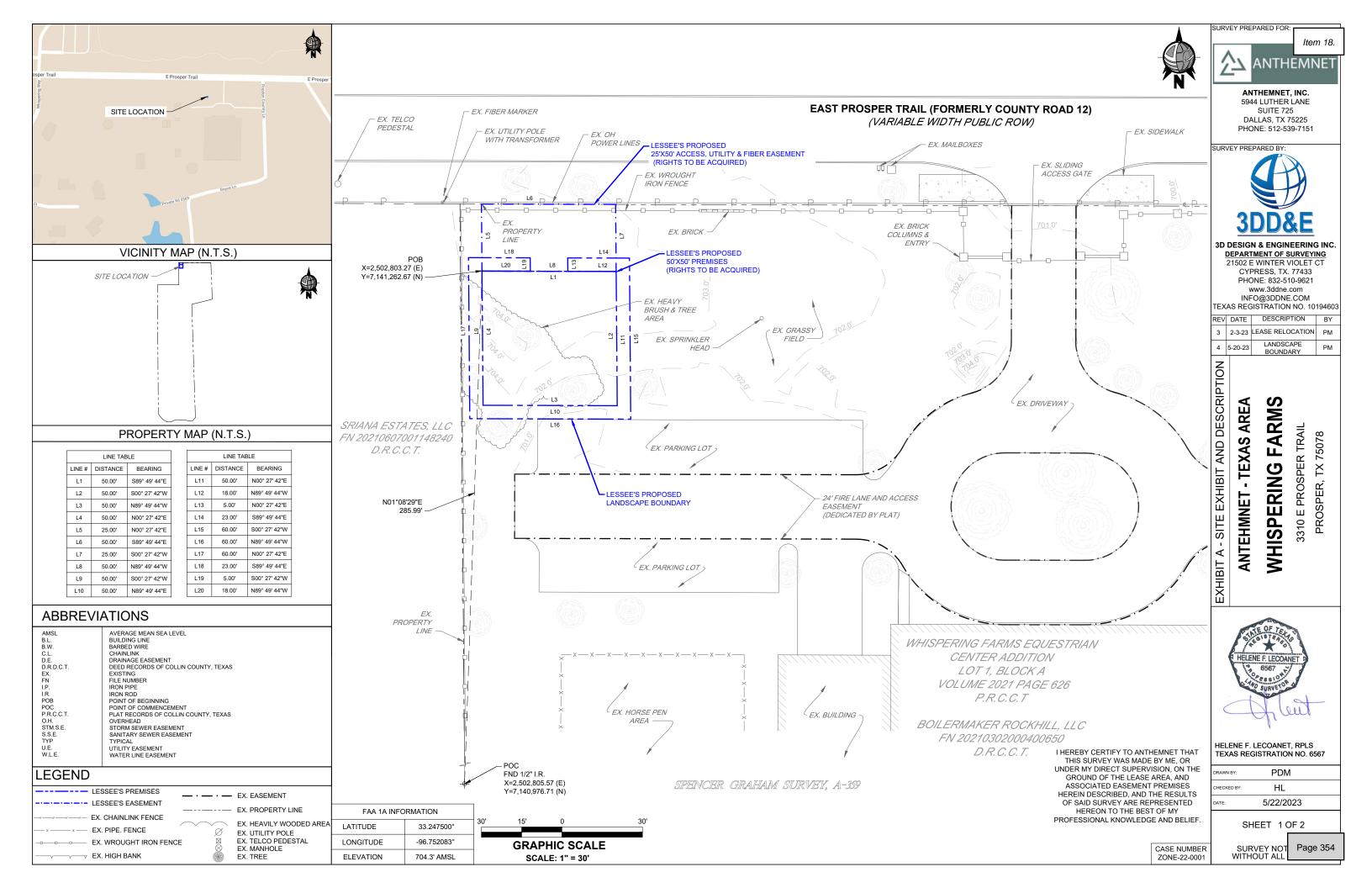
> COLLIN COUNTY, TX **ADDRESS** 1010 PRIVATE ROAD 5569

PROSPER, TX 75078

SHEET TITLE

COVER PAGE

SHEET NUMBER **T-1**



LESSEE'S PROPOSED 50'X50' PREMISES DESCRIPTION:

BEING A LESSEE'S PROPOSED 50'X50' PREMISES CONTAINING 0.0574 ACRES (2.500.00 SQUARE FEET) OF LAND LOCATED IN THE SPENCER GRAHAM SURVEY, ABSTRACT NO. 359, COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART OF A TRACT OF LAND OWNED BY BOILERMAKER ROCKHILL, LLC AS RECORDED IN FILE NUMBER 20210302000400650 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART WHISPERING FARMS EQUESTRIAN CENTER ADDITION, LOT 1, BLOCK A, AS RECORDED IN VOLUME 2021, PAGE 626 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, SAID 0.0574-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND 1/2" IRON ROD, BEING AN INTERIOR WESTERLY CORNER OF SAID LOT 1, BLOCK A, AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,805.57 (E), Y=7,140,976.71 (N):

THENCE NORTH 01 DEGREES 08 MINUTES 29 SECONDS EAST, 285.99 FEET TO THE POINT OF BEGINNING AND NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2.502.803.27 (E), Y=7.141.262.67 (N):

THENCE SOUH 89 DEGREES 49 MINUTES 44 SECONDS EAST, 50.00 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 27 MINUTES 42 SECONDS EAST, 50.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS WEST, 50.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 27 MINUTES 42 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) OF LAND.

LESSEE'S PROPOSED 25'X50' ACCESS, UTILITY & FIBER EASEMENT DESCRIPTION:

BEING A LESSEE'S PROPOSED 25'X50' ACCESS, UTILITY & FIBER EASEMENT CONTAINING 0.0287 ACRES (1,250.00 SQUARE FEET) OF LAND LOCATED IN THE SPENCER GRAHAM SURVEY, ABSTRACT NO. 359, COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART OF A TRACT OF LAND OWNED BY BOILERMAKER ROCKHILL, LLC AS RECORDED IN FILE NUMBER 20210302000400650 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART WHISPERING FARMS EQUESTRIAN CENTER ADDITION, LOT 1, BLOCK A, AS RECORDED IN VOLUME 2021 PAGE 626 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, SAID 0.0287-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND 1/2" IRON ROD, BEING AN INTERIOR WESTERLY CORNER OF SAID LOT 1, BLOCK A, AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,805.57 (E), Y=7,140,976.71 (N):

THENCE NORTH 01 DEGREES 08 MINUTES 29 SECONDS EAST. 285.99 FEET TO THE POINT OF BEGINNING AND SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT. HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,803.27 (E), Y=7,141,262.67 (N);

THENCE NORTH 00 DEGREES 27 MINUTES 42 SECONDS WEST, 25.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS EAST, 50.00 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 27 MINUTES 42 SECONDS EAST, 25.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0287 ACRES (1,250.00 SQUARE FEET) OF LAND.

LESSEE'S PROPOSED LANDSCAPE BOUNDARY DESCRIPTION:

BEING A LESSEE'S PROPOSED LANDSCAPE BOUNDARY CONTAINING 0.0236 ACRES (1,030.00 SQUARE FEET) OF LAND LOCATED IN THE SPENCER GRAHAM SURVEY, ABSTRACT NO. 359, COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART OF A TRACT OF LAND OWNED BY BOILERMAKER ROCKHILL, LLC AS RECORDED IN FILE NUMBER 2021030200400650 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART WHISPERING FARMS EQUESTRIAN CENTER ADDITION, LOT 1, BLOCK A, AS RECORDED IN VOLUME 2021, PAGE 626 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, SAID 0.0236-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND 1/2" IRON ROD, BEING AN INTERIOR WESTERLY CORNER OF SAID LOT 1, BLOCK A, AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,805.57 (E), Y=7,140,976.71 (N);

THENCE NORTH 01 DEGREES 08 MINUTES 29 SECONDS EAST, 285.99 FEET TO THE POINT OF BEGINNING AND INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,803.27 (E), Y=7,141,262.67 (N);

THENCE SOUTH 00 DEGREES 27 MINUTES 42 SECONDS WEST, 50.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS EAST, 50.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 27 MINUTES 42 SECONDS EAST, 50.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS WEST, 18.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 27 MINUTES 42 SECONDS EAST, 5.00 FEET TO A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS EAST, 23.00 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 27 MINUTES 42 SECONDS WEST, 60.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS WEST 60 00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT THENCE NORTH 00 DEGREES 27 MINUTES 42 SECONDS EAST, 60.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS EAST, 23.00 FEET TO A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 27 MINUTES 42 SECONDS WEST, 5.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT

THENCE NORTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, 18.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0236 ACRES (1,030.00 SQUARE FEET) OF LAND.

GENERAL NOTES:

- 1. ALL BEARINGS ARE GRID BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 AND ARE ROUNDED TO THE NEAREST SECOND. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT
- 2. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
- 3. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 06/17/2022)
- 4. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
- 5. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY
- 6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND NO BOUNDARY SURVEY OF THE PARENT TRACT WAS PERFORMED.
- 7. THIS SURVEY CONTAINS A DRAWING AND A METES & BOUNDS DESCRIPTION FOR A LESSEE'S PROPOSED 50'X50' PREMISES AND A LESSEE'S PROPOSED 25'X50' ACCESS, UTILITY & FIBER EASEMENT THAT WAS PREPARED FOR THE EXCLUSIVE USE OF ANTHEMNET, INC. AND EXCLUSIVELY FOR THE TRANSFER OF THE LESSEE PREMISES SHOWN HEREON. THE PREMISES AND ASSOCIATED EASEMENT WILL NOT BE
- 8. THIS SURVEY WAS BASED ON INFORMATION FOUND IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23048, DATED JULY 20, 2022.
- 9. NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC SURVEY.
- 10. ALL ZONING INFORMATION SHOULD BE VERIFIED WITH PROPER ZONING OFFICIALS.
- 11. UTILITY EASEMENTS AS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS CONDUCTED ON 06/17/2022. UNDERGROUND UTILITIES MAY EXIST AND WERE NOT PHYSICALLY LOCATED AS A PART OF THIS SURVEY.
- 12 AT THE TIME OF THE SURVEY THE LESSEE'S PROPOSED 50'X50' PREMISES. THE LESSEE'S PROPOSED 25'X50' ACCESS. LITH ITY & FIBER EASEMENT, AND THE LESSEE'S PROPOSED LANDSCAPE BOUNDARY LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0235J, EFFECTIVE 06/02/2009 (TOWN OF PROSPER, TEXAS)
- 13. LESSEE'S PROPOSED PREMISES, LESSEE'S PROPOSED EASEMENT, AND LESSEE'S PROPOSED LANDSCAPE BOUNDARY PLACEMENT ARE PER LAND OWNER, A&E, OR CUSTOMER DIRECTION AND DO NOT REFLECT ENGINEERING OR REAL ESTATE ASSESSMENT BY 3D DESIGN AND ENGINEERING, INC.

EASEMENTS:

EASEMENTS HEREON WERE LISTED IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23048, DATED JULY 20, 2022:

- 1. ANY AND ALL EASEMENTS AND SET-BACKS AS SHOWN ON THE PLAT OF WHISPERING FARMS EQUESTRIAN CENTER ADDITION, LOT 1, BLOCK A, RECORDED IN VOLUME 2021, PAGE 626 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS. (ALL EASEMENTS ARE LOCATED WITHIN THE PARENT TRACT, BUT ARE NOT LOCATED WITHIN THE LESSEE'S PROPOSED 50'X50' PREMISES, THE LESSEE'S PROPOSED 25'X50' ACCESS, UTILITY & FIBER EASEMENT, NOR THE LESSEE'S PROPOSED LANDSCAPE BOUNDARY
- 2. RIGHT-OF-WAY EASEMENT DATED JANUARY 25, 1946 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 467, PAGE 388 OF THE DEED RECORDS OF COLLLIN COUNTY, TEXAS. (THE DEED DOES NOT HAVE SUFFICIENT DATA TO DETERMINE THE FASEMENT LOCATION)
- 3. FORTY (40) FOOT WIDE PERPETUAL PRIVATE ROAD EASEMENT AND RIGHT-OF-WAY AS SET OUT IN DEED OF EASEMENT WITH COVENANTS DATED APPRIL 1, 1981 AS RECORDED IN VOLUME 1374, PAGE 312 OF THE DEED RECORDS OF COLLLIN COUNTY, TEXAS. (THE EASEMENT IS LOCATED WITHIN THE PARENT TRACT, BUT IS NOT LOCATED WITHIN THE LESSEE'S PROPOSED 50'X50' PREMISES, THE LESSEE'S PROPOSED 25'X50' ACCESS, UTILITY & FIBER EASEMENT, NOR THE LESSEE'S PROPOSED LANDSCAPE BOUNDARY)
- 4. ACCESS EASEMENT DATED JANUARY 24, 2006 GRANTED TO THE TOWN OF PROSPER, TEXAS AS RECORDED IN FILE NUMBER 20060324000387290 OF THE DEED RECORDS OF COLLLIN COUNTY, TEXAS. (THE EASEMENT IS LOCATED WITHIN THE PARENT TRACT, BUT IS NOT LOCATED WITHIN THE LESSEE'S PROPOSED 50'X50' PREMISES, THE LESSEE'S PROPOSED 25'X50' ACCESS, UTILITY & FIBER EASEMENT, NOR THE LESSEE'S PROPOSED LANDSCAPE BOUNDARY)
- 5. ACCESS EASEMENT AS SET OUT IN CURRENT OWNERSHIP DEED TO BOILEMAKER ROCKHILL, LLC, DATED MARCH 1, 2021 AS RECORDED IN FILE NUMBER 20210302000499650 OF THE DEED RECORDS OF COLLLIN COUNTY, TEXAS. (THE EASEMENT IS LOCATED WITHIN THE PARENT TRACT, BUT IS NOT LOCATED WITHIN THE LESSEE'S PROPOSED 50'X50' PREMISES, THE LESSEE'S PROPOSED 25'X50' ACCESS, UTILITY & FIBER EASEMENT, NOR THE LESSEE'S PROPOSED LANDSCAPE BOUNDARY)

I HEREBY CERTIFY TO ANTHEMNET THAT THIS SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF

Item 18. ANTHEMNET

SURVEY PREPARED FOR

ANTHEMNET, INC 5944 LUTHER LANE SUITE 725 DALLAS, TX 75225 PHONE: 512-539-7151

SURVEY PREPARED B



3D DESIGN & ENGINEERING INC

DEPARTMENT OF SURVEYING 21502 E WINTER VIOLET CT CYPRESS, TX, 77433 PHONE: 832-510-9621 www.3ddne.com INFO@3DDNE.COM

	TEXAS REGISTRATION NO. 1018			
	REV DATE		DESCRIPTION	BY
3 2-3-23		2-3-23	LEASE RELOCATION	PM
	4	5-20-23	LANDSCAPE	PM

4 5-20-23 BOUNDARY DESCRIPTION

ഗ R FA

AND

EXHIBIT

SITE

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EXHIBIT

HISPERING ANTEHMNET

3310

ELENE F. LECOANE 6567

HELENE F. LECOANET, RPLS TEXAS REGISTRATION NO. 6567

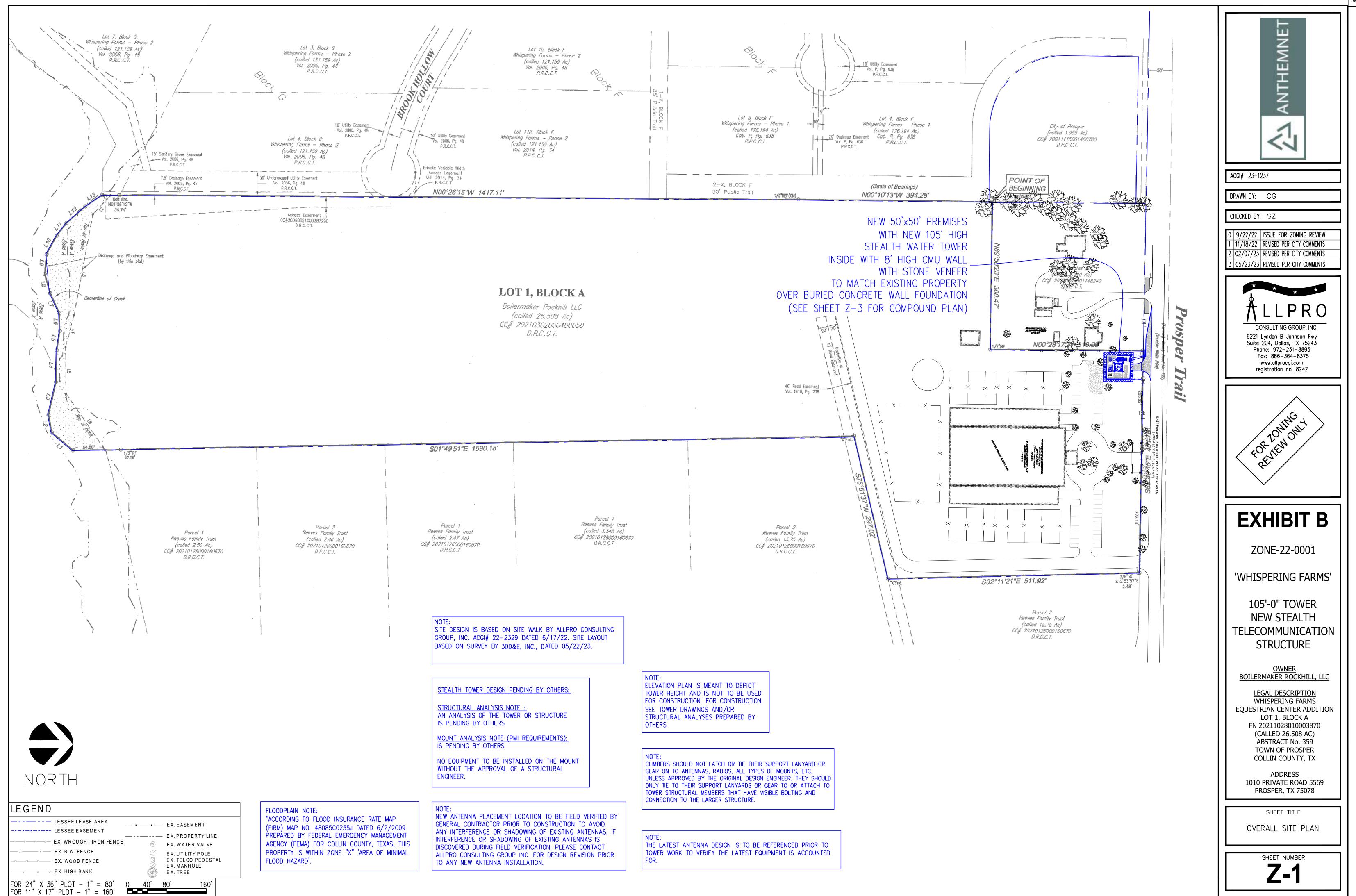
PDM н 5/22/2023

SHEET 2 OF 2

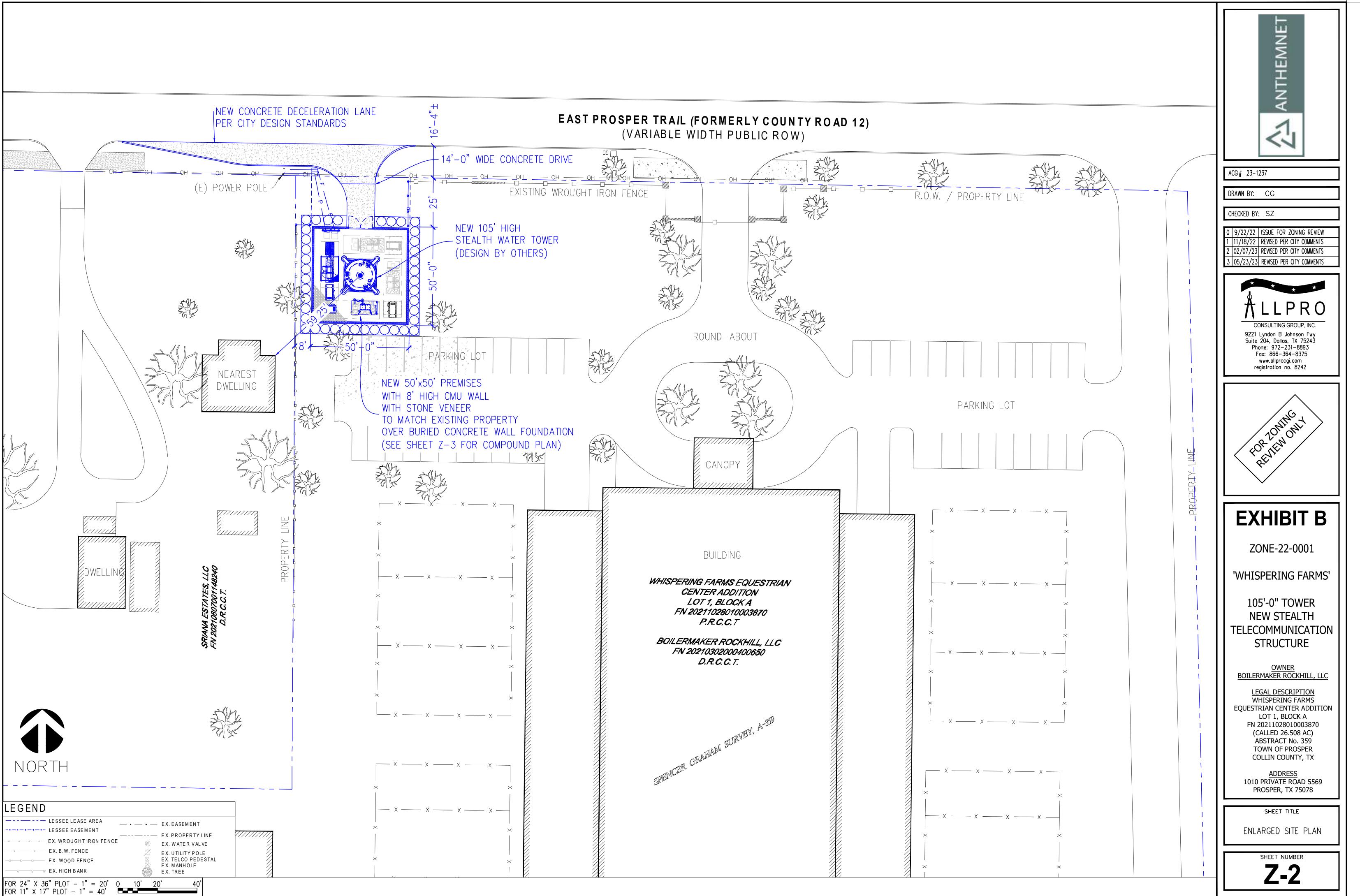
Page 355 WITHOUT ALL

ZONE-22-0001

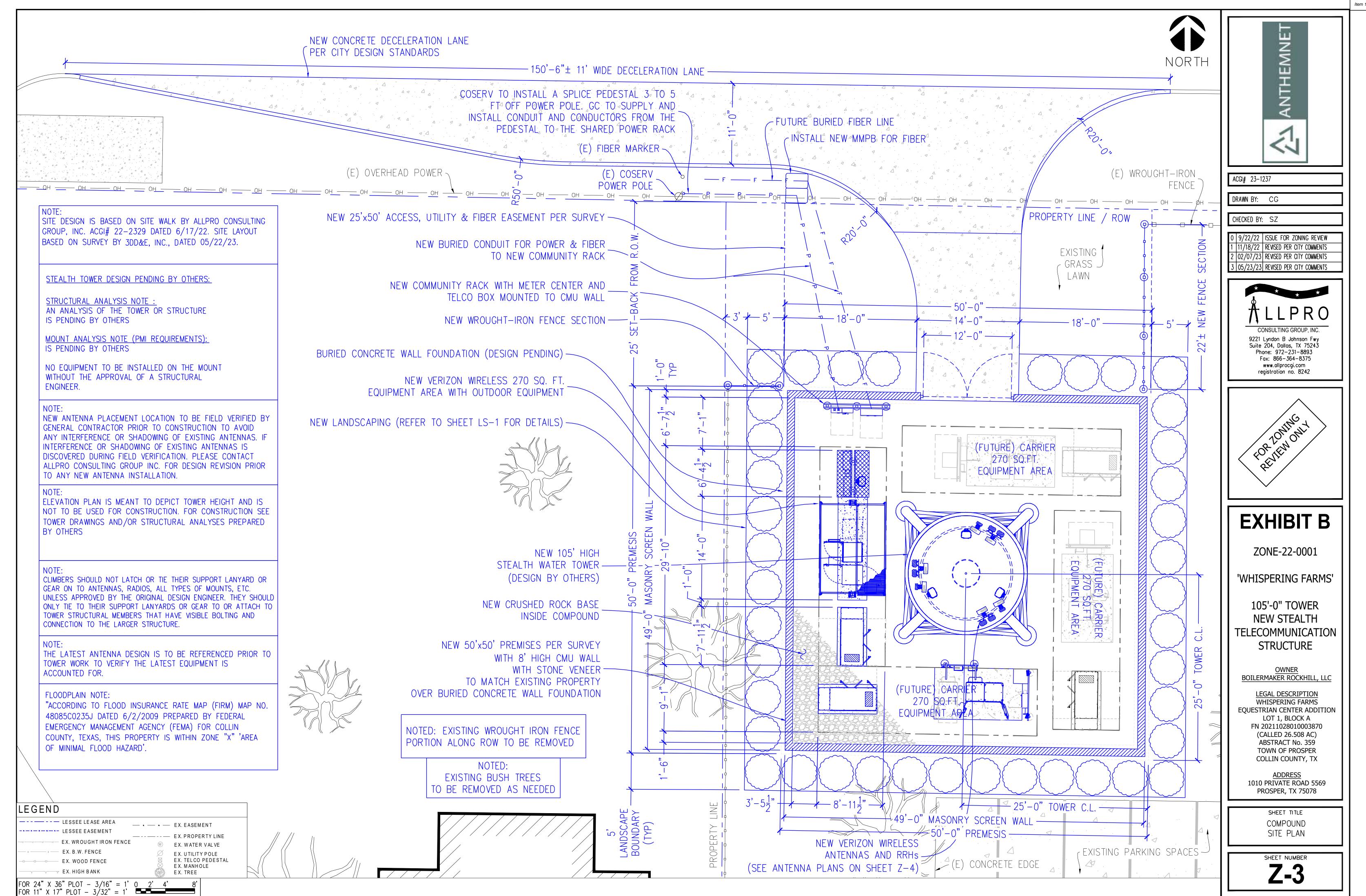
CASE NUMBER

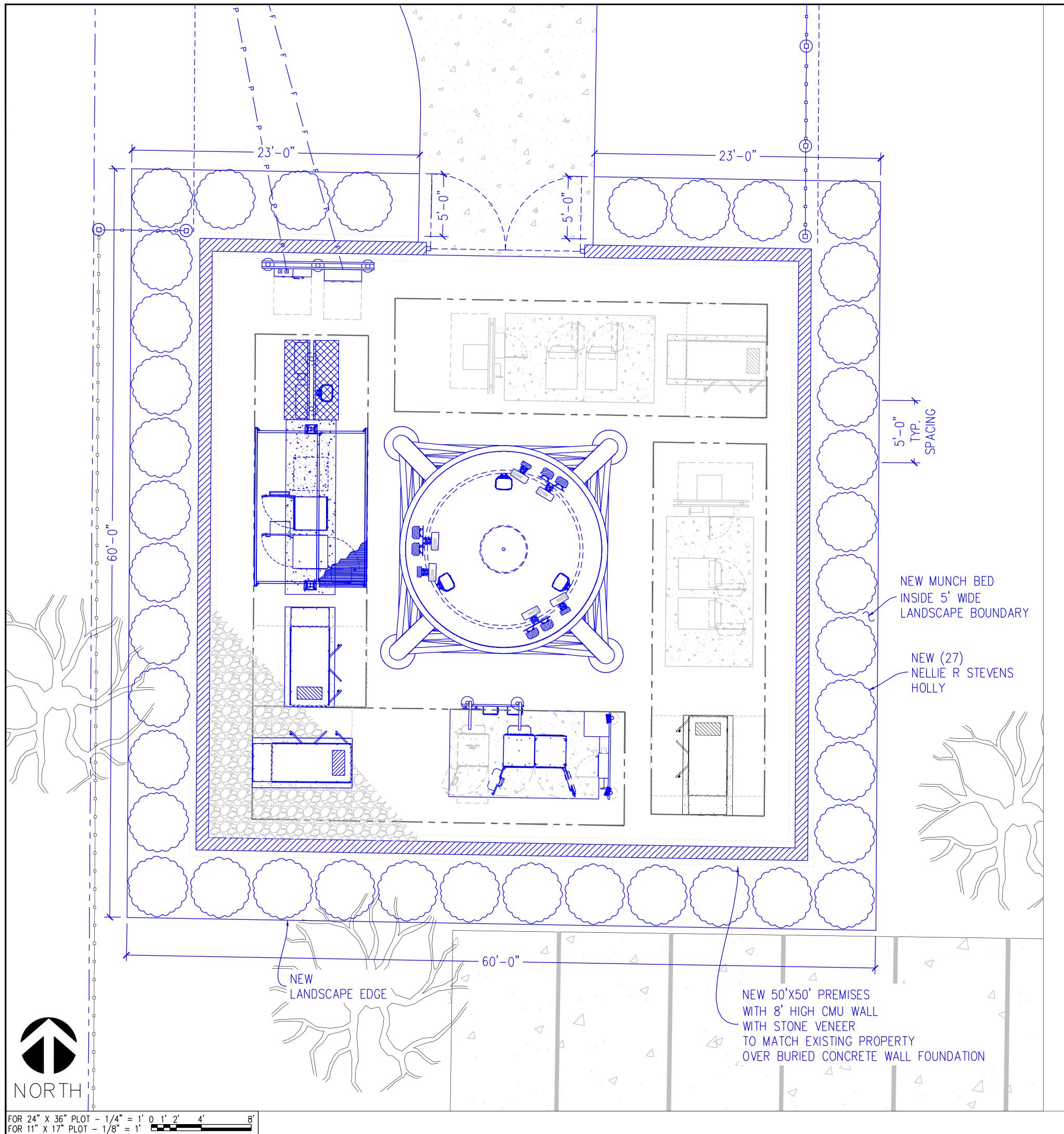


Dana 250



Dogo 257





NOTES:

1. ALL DISTURBED SOIL OUTSIDE OF PROPERTY LINES WILL BE GRADED, TURF ESTABLISHED (HYDROSEED OR SOD), AND TEMPORARY OR PERMANENT IRRIGATION.

2. INSTALL 5' WIDTH LANDSCAPE BED, LINED WITH STEEL EDGING OR OTHER APPROVED LINE OF DEMARCATION.

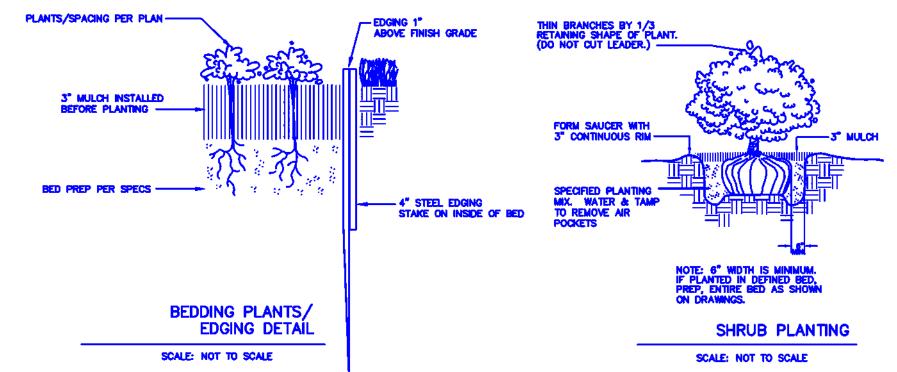
3. INSTALL LARGE EVERGREEN UPRIGHT SHRUBS (FULL TO GROUND) W/ GROWTH POTENTIAL TO EXCEED 5' OUTSIDE OF THE PERIMETER MASONRY WALL.

- MINIMUM 4' HEIGHT AT PLANTING
- 5'-0" O.C. SPACING
- MINIMUM 3" MULCH

4. WATER DAILY FOR THE FIRST WEEK AFTER PLANTING, THEN TWICE A WEEK AFTERWARD UNTIL THEY ARE ESTABLISHED.

PLANT LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
40	Nellie R Stevens Holly	llex x 'Nellie R.	WELL BRANCHED, MIN. HEIGHT OF 4'-0" AT TIME OF PLANTING.



GENERAL PLANTING NOTES

- 1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PEST AND DISEASE.
- 2. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPED AS SPECIFIED.
- 3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- 5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN.
- 6. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- 7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
- 8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THE PLANS BEFORE PRICING THE WORK.
- 9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO: WATERING SPRAYING, MULCHING, FERTILIZATION, ETC.) OF PLANTINGAREA AND LAWNS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE REPRESENTATIVE.
- 10. THE OWNER AGREES TO PERFORM ALL LANDSCAPE MAINTENANCE (INCLUDING WATERING) THROUGHOUT THE ONE YEAR GUARANTEE PERIOD UNLESS OTHERWISE DETERMINED.
- 11. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE, THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
- 12. THE CONTRACTOR REPRESENTATIVE WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
- 13. ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED BY CONTRACTOR WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL SPECIFICATIONS.
- 14. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- 15. ALL TREES PROTECTION MEASURES SHALL BE INSTALLED PRIOR GRADING.



ACGI# 23-1237

DRAWN BY: CG

CHECKED BY: SZ

0 9/22/22 ISSUE FOR ZONING REVIEW
1 11/18/22 REVISED PER CITY COMMENTS

2 02/07/23 REVISED PER CITY COMMENTS
3 05/23/23 REVISED PER CITY COMMENTS



registration no. 8242

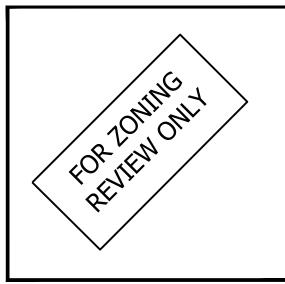


EXHIBIT C

ZONE-22-0001

'WHISPERING FARMS'

105'-0" TOWER
NEW STEALTH
TELECOMMUNICATION
STRUCTURE

OWNER BOILERMAKER ROCKHILL, LLC

LEGAL DESCRIPTION
WHISPERING FARMS

WHISPERING FARMS
EQUESTRIAN CENTER ADDITION
LOT 1, BLOCK A
FN 20211028010003870
(CALLED 26.508 AC)
ABSTRACT No. 359
TOWN OF PROSPER
COLLIN COUNTY, TX

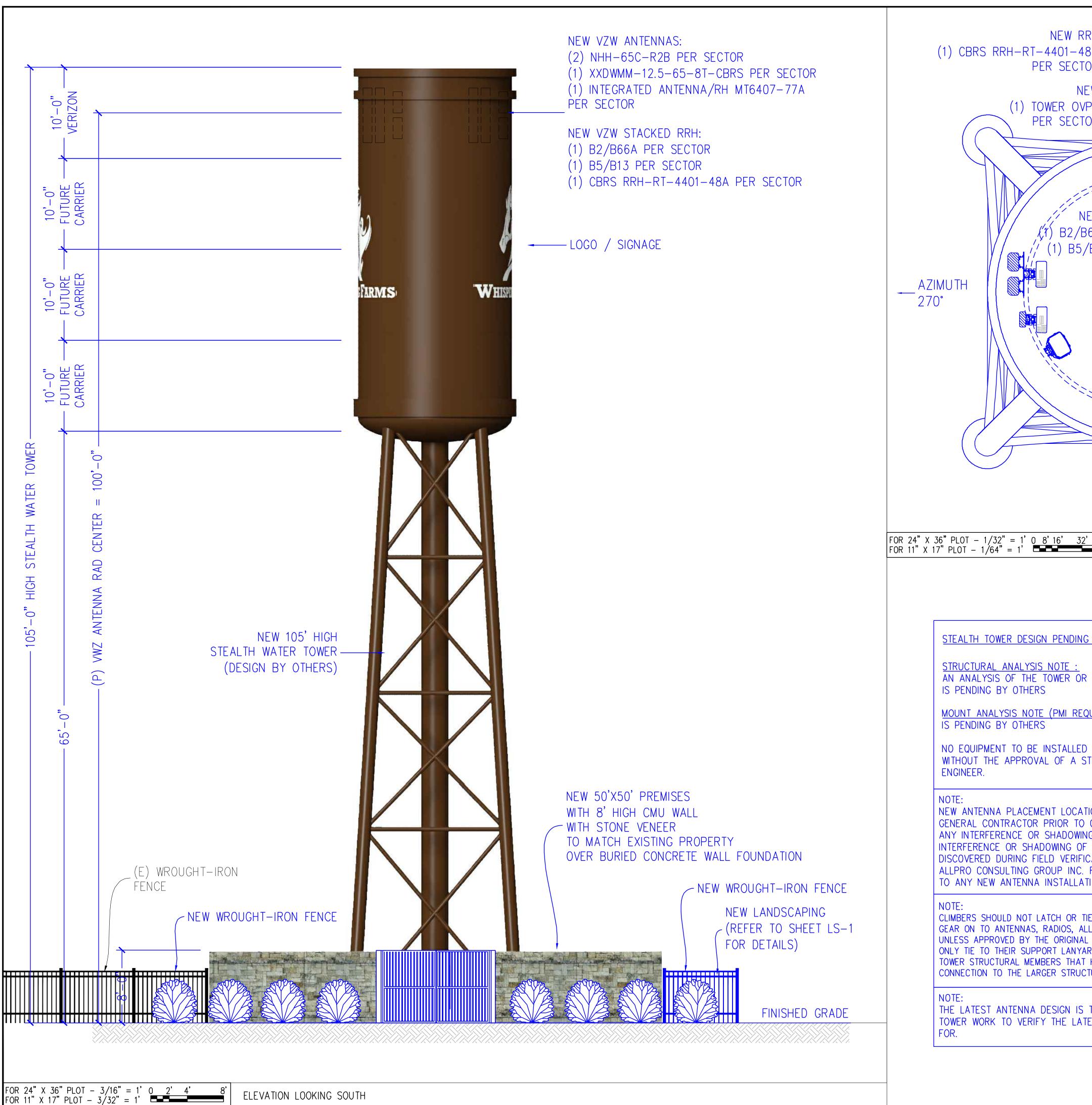
ADDRESS 1010 PRIVATE ROAD 5569 PROSPER, TX 75078

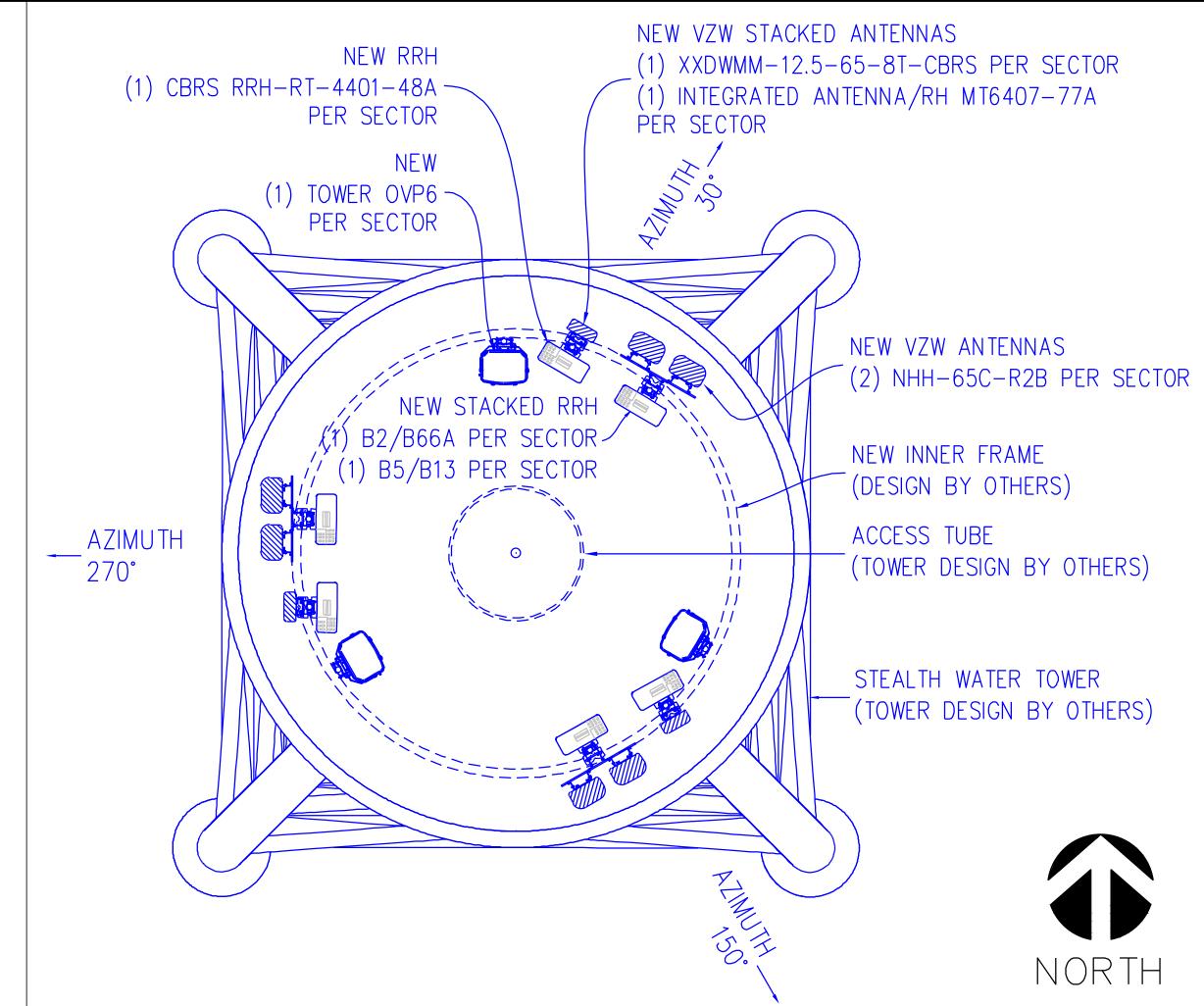
SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER







VERIZON — ANTENNA PLAN

STEALTH TOWER DESIGN PENDING BY OTHERS:

STRUCTURAL ANALYSIS NOTE: AN ANALYSIS OF THE TOWER OR STRUCTURE IS PENDING BY OTHERS

MOUNT ANALYSIS NOTE (PMI REQUIREMENTS): IS PENDING BY OTHERS

NO EQUIPMENT TO BE INSTALLED ON THE MOUNT WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

NEW ANTENNA PLACEMENT LOCATION TO BE FIELD VERIFIED BY GENERAL CONTRACTOR PRIOR TO CONSTRUCTION TO AVOID ANY INTERFERENCE OR SHADOWING OF EXISTING ANTENNAS. IF INTERFERENCE OR SHADOWING OF EXISTING ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION. PLEASE CONTACT ALLPRO CONSULTING GROUP INC. FOR DESIGN REVISION PRIOR TO ANY NEW ANTENNA INSTALLATION.

CLIMBERS SHOULD NOT LATCH OR TIE THEIR SUPPORT LANYARD OR GEAR ON TO ANTENNAS, RADIOS, ALL TYPES OF MOUNTS, ETC. UNLESS APPROVED BY THE ORIGINAL DESIGN ENGINEER. THEY SHOULD ONLY TIE TO THEIR SUPPORT LANYARDS OR GEAR TO OR ATTACH TO TOWER STRUCTURAL MEMBERS THAT HAVE VISIBLE BOLTING AND CONNECTION TO THE LARGER STRUCTURE.

NOTE:

THE LATEST ANTENNA DESIGN IS TO BE REFERENCED PRIOR TO TOWER WORK TO VERIFY THE LATEST EQUIPMENT IS ACCOUNTED FOR.



ACGI# 23-1237

DRAWN BY: CG

CHECKED BY: SZ

0 9/22/22 ISSUE FOR ZONING REVIEW 1 11/18/22 REVISED PER CITY COMMENTS 2 02/07/23 REVISED PER CITY COMMENTS 3 05/23/23 REVISED PER CITY COMMENTS



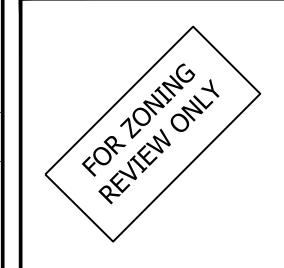


EXHIBIT D

ZONE-22-0001

'WHISPERING FARMS'

105'-0" TOWER **NEW STEALTH TELECOMMUNICATION** STRUCTURE

BOILERMAKER ROCKHILL, LLC

LEGAL DESCRIPTION WHISPERING FARMS **EQUESTRIAN CENTER ADDITION** LOT 1, BLOCK A FN 20211028010003870 (CALLED 26.508 AC) ABSTRACT No. 359 TOWN OF PROSPER COLLIN COUNTY, TX

> 1010 PRIVATE ROAD 5569 PROSPER, TX 75078

SHEET TITLE ELEVATION & ANTENNA PLAN

> SHEET NUMBER **_-4**

MATERIALS / COLORS OF NEW STRUCTURES:

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS COLOR: BROWN

MATERIAL: STEEL LATTICE STRUCTURE

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 61'-0" TO 101'-0" AGL COLOR: BROWN

MATERIAL: (FRP) FIBER REINFORCED PRODUCT RADIO FREQUENCY COMPLIANT MATERIAL

FOR 24" X 36" PLOT - 1/16" = 1' 0 4' 8' 16' FOR 11" X 17" PLOT - 3/64" = 1'

SURFACE AREA OF NEW STRUCTURES:

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 0'-0" TO 61'-0" AGL SURFACE AREA: APPROX. 767.75 SQUARE FT

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 61'-0" TO 101'-0" AGL SURFACE AREA: APPROX. 694.25 SQUARE FT

THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY



ACGI# 23-1237

DRAWN BY: CG

CHECKED BY: SZ

0 9/22/22 ISSUE FOR ZONING REVIEW 1 | 11/18/22 | REVISED PER CITY COMMENTS 2 02/07/23 REVISED PER CITY COMMENTS 3 05/23/23 REVISED PER CITY COMMENTS



9221 Lyndon B Johnson Fwy Suite 204, Dallas, TX 75243 Phone: 972-231-8893 Fax: 866-364-8375 www.allprocgi.com registration no. 8242

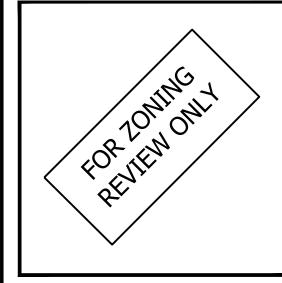


EXHIBIT D

ZONE-22-0001

'WHISPERING FARMS'

105'-0" TOWER **NEW STEALTH TELECOMMUNICATION** STRUCTURE

BOILERMAKER ROCKHILL, LLC

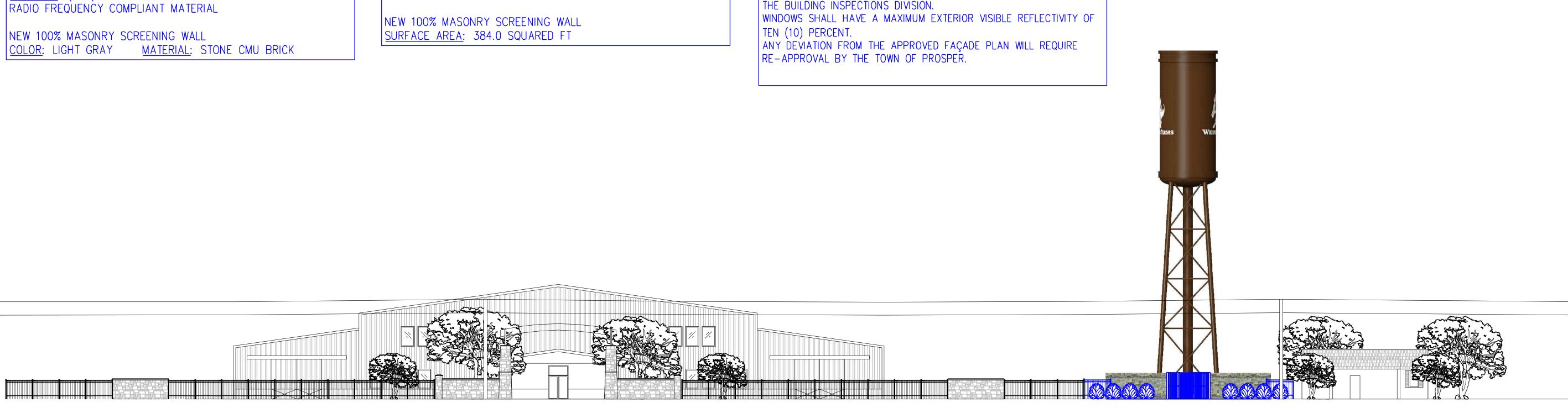
LEGAL DESCRIPTION

WHISPERING FARMS **EQUESTRIAN CENTER ADDITION** LOT 1, BLOCK A FN 20211028010003870 (CALLED 26.508 AC) ABSTRACT No. 359 TOWN OF PROSPER COLLIN COUNTY, TX

> 1010 PRIVATE ROAD 5569 PROSPER, TX 75078

SHEET TITLE FACADE ELEVATIONS NORTH & SOUTH

SHEET NUMBER



MATERIALS / COLORS OF NEW STRUCTURES:

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS **COLOR:** BROWN

MATERIAL: STEEL LATTICE STRUCTURE

SURFACE AREA OF NEW STRUCTURES:

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 0'-0" TO 61'-0" AGL SURFACE AREA: APPROX. 767.75 SQUARE FT

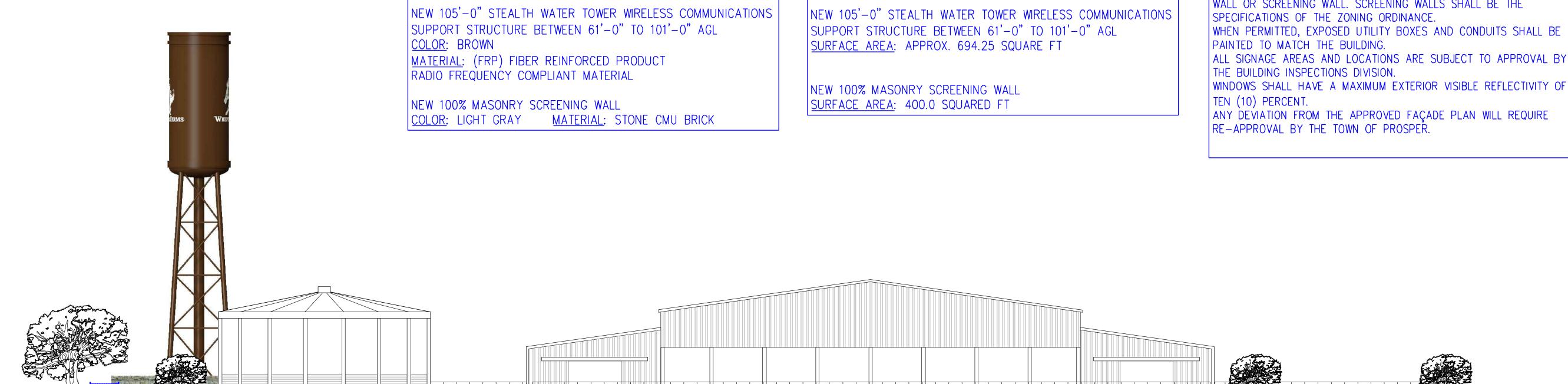
THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE

WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF

ANY DEVIATION FROM THE APPROVED FAÇADE PLAN WILL REQUIRE



NORTH FACADE ELEVATION

MATERIALS / COLORS OF NEW STRUCTURES:

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS COLOR: BROWN

MATERIAL: STEEL LATTICE STRUCTURE

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 61'-0" TO 101'-0" AGL COLOR: BROWN

MATERIAL: (FRP) FIBER REINFORCED PRODUCT RADIO FREQUENCY COMPLIANT MATERIAL

NEW 100% MASONRY SCREENING WALL

COLOR: LIGHT GRAY MATERIAL: STONE CMU BRICK SURFACE AREA OF NEW STRUCTURES:

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 0'-0" TO 61'-0" AGL SURFACE AREA: APPROX. 767.75 SQUARE FT

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 61'-0" TO 101'-0" AGL SURFACE AREA: APPROX. 694.25 SQUARE FT

NEW 100% MASONRY SCREENING WALL SURFACE AREA: 384.0 SQUARED FT

THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.

WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION

WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.

ANY DEVIATION FROM THE APPROVED FAÇADE PLAN WILL REQUIRE

RE-APPROVAL BY THE TOWN OF PROSPER.



ACGI# 23-1237

DRAWN BY: CG

CHECKED BY: SZ

0 | 9/22/22 | ISSUE FOR ZONING REVIEW 11/18/22 REVISED PER CITY COMMENTS 2 02/07/23 REVISED PER CITY COMMENTS 3 05/23/23 REVISED PER CITY COMMENTS



9221 Lyndon B Johnson Fwy Suite 204, Dallas, TX 75243 Phone: 972-231-8893 Fax: 866-364-8375 www.allprocgi.com registration no. 8242

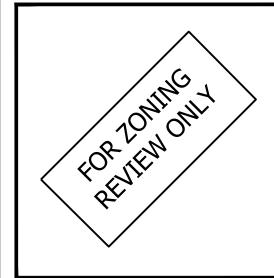


EXHIBIT D

ZONE-22-0001

'WHISPERING FARMS'

105'-0" TOWER **NEW STEALTH TELECOMMUNICATION** STRUCTURE

BOILERMAKER ROCKHILL, LLC

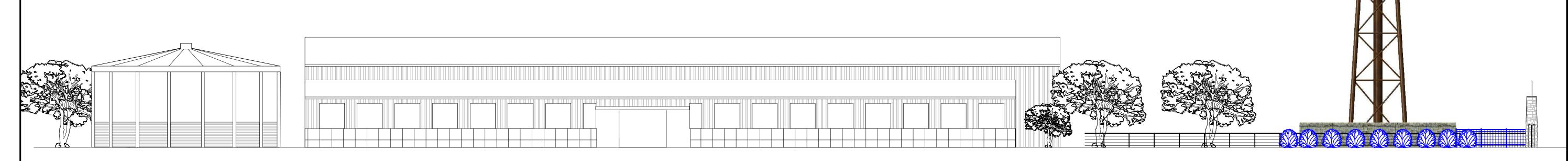
LEGAL DESCRIPTION WHISPERING FARMS **EQUESTRIAN CENTER ADDITION** LOT 1, BLOCK A FN 20211028010003870 (CALLED 26.508 AC)

ABSTRACT No. 359 TOWN OF PROSPER COLLIN COUNTY, TX

1010 PRIVATE ROAD 5569 PROSPER, TX 75078

SHEET TITLE FACADE ELEVATIONS EAST & WEST

SHEET NUMBER



FOR 24" X 36" PLOT - 1/16" = 1' 0 4' 8' 16' FOR 11" X 17" PLOT - 3/64" = 1'

EAST FACADE ELEVATION

MATERIALS / COLORS OF NEW STRUCTURES:

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS COLOR: BROWN

MATERIAL: STEEL LATTICE STRUCTURE

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 61'-0" TO 101'-0" AGL COLOR: BROWN

MATERIAL: (FRP) FIBER REINFORCED PRODUCT RADIO FREQUENCY COMPLIANT MATERIAL

NEW 100% MASONRY SCREENING WALL COLOR: LIGHT GRAY MATERIAL: STONE CMU BRICK

SURFACE AREA OF NEW STRUCTURES:

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 0'-0" TO 61'-0" AGL SURFACE AREA: APPROX. 767.75 SQUARE FT

NEW 105'-0" STEALTH WATER TOWER WIRELESS COMMUNICATIONS SUPPORT STRUCTURE BETWEEN 61'-0" TO 101'-0" AGL SURFACE AREA: APPROX. 694.25 SQUARE FT

NEW 100% MASONRY SCREENING WALL SURFACE AREA: 400.0 SQUARED FT

THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.

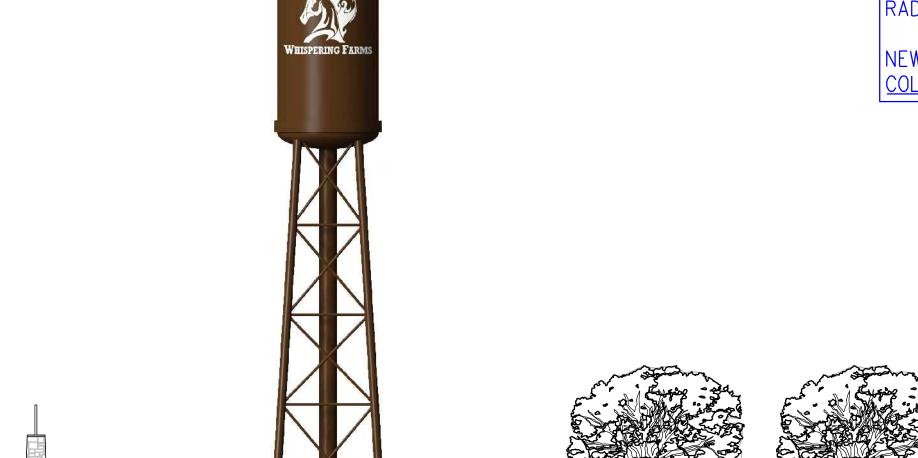
WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.

WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.

ANY DEVIATION FROM THE APPROVED FAÇADE PLAN WILL REQUIRE

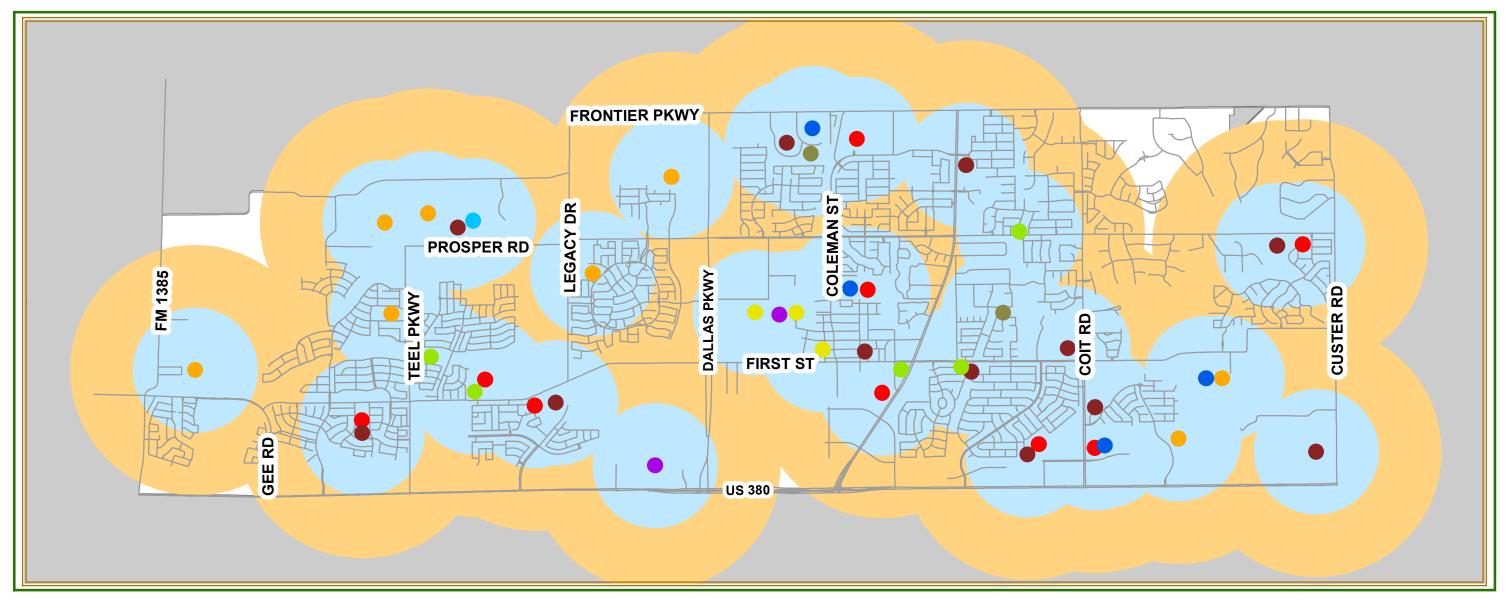
RE-APPROVAL BY THE TOWN OF PROSPER.

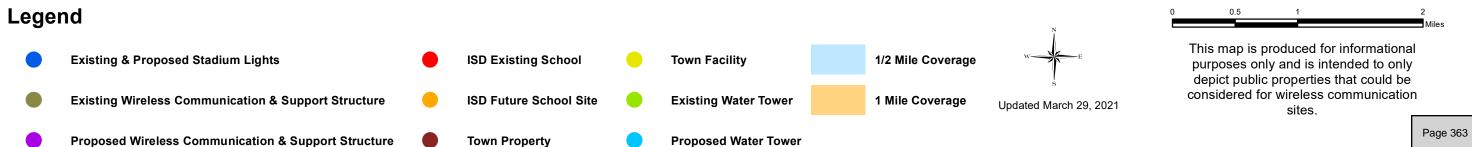


FOR 24" X 36" PLOT - 1/16" = 1' 0 4' 8' 16' FOR 11" X 17" PLOT - 3/64" = 1'

WEST FACADE ELEVATION

Wireless Communication Exhibit







DEVELOPMENT SERVICES DEPARTMENT

250 W. First Street Prosper, TX 75078 Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case ZONE-22-0001: The Town of Prosper has received a request for a Specific Use Permit (SUP) for a Wireless Communication Structure, on .1± acres.

LOCATION OF SUBJECT PROPERTY:

The property is located south of Prosper Trail and east of Preston Country Lane.

OPPOSE the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition. DO NOT OPPOSE the request as described in the notice of Public Hearing.
COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):
1. Serious health concerns about impact of hadio frequency waves.
2. Current resident unwell and will have inapparedle health impat
3 Injects our grang to Split the property. Ability to build new homes
4. Significant reduction in property value. Loss of potential buyerand -tenants. Planse see attached sheet for details.
Venkata Mettu Name (please print) Signature
15150 Daneway Dr Oblo2 2023 Date
Frisco, TX 75035 City, State, and Zip Code Vishuis waiting ayahoo com E-mail Address
818 -3/2-5912 Phone Number

Subject: Zoning Case Zone-22-0001

Opposing the zoning request for Wireless communication tower due to following reasons.

- 1. Serious health concerns about impact of Radio Frequency waves. This is a Residential area where people go for walks and live their life with out having to worry out the health issues that a Radio frequency tower could cause long term.
- 2. Current resident is unwell and house is in very close proximity to the proposed wireless tower and will have irreparable impact on health due the radio frequency waves long term.
- 3. Impacts upscale neighborhood look and feel, our property value, potential buyers and rentals due to proximity to our property boundary line.
- 4. We do have plans to split the property into two 1 acre tracts. This tower impacts our plans to split the property into two 1 acre tracts.
- 5. Due to the placement location of the tower, we will lose the ability to build new homes on both lots with guest houses due to the proximity to the wireless tower with out having to worry about the long term impacts of the radio frequency waves on residents health, causing significant loss of value to the property from potential buyers and tenants.
- 6. This will be another eye sore on north east side of our property in addition to the unused city water tank on west side of our property causing reduction in potential buyers or tenants and reduction in property value causing significant financial harm.



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Homestead Tax Exemption

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon an ordinance establishing a Homestead Tax Exemption. (CL)

Description of Agenda Item:

Chapter 11.13(n) of the State of Texas Tax Code provides for an optional residential homestead exemption by any taxing unit. Each taxing unit decides if it will offer the exemption and at what percentage. This optional homestead exemption cannot be less than \$5,000 or greater than twenty percent of the qualifying property's assessed value.

The Town Council initially approved a homestead exemption for the fiscal year 2016-2017 at seven and a half percent (7.5%). The Council increased the exemption for fiscal year 2017-2018 to ten percent (10%). The Council raised the homestead exemption to the current rate of twelve and a half percent (12.5%) for the fiscal year 2022-2023.

Finance staff presented multiple homestead exemption rate options to the Finance Sub-committee on June 6, 2023. The Finance Sub-committee recommended raising the homestead exemption rate to fifteen percent (15%).

Budget Impact:

Staff estimates total savings to homestead property owners of \$770,697. The average savings per homestead property owner is \$87.90.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Item 19.

Town Staff recommends that the Town Council establish a Homestead Tax Exemption of fifteen percent (15%).

Proposed Motion:

I move to approve an ordinance establishing a Homestead Tax Exemption of fifteen percent (15%).

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 11.02.036, "RESIDENCE HOMESTEAD EXEMPTION," OF ARTICLE 11.02, "AD VALOREM (PROPERTY) TAXES," OF CHAPTER 11, "TAXATION," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ESTABLISHING A HOMESTEAD TAX EXEMPTION IN THE AMOUNT OF FIFTEEN PERCENT (15%) OF THE APPRAISED VALUE OF THE HOMESTEAD; PROVIDING FOR APPROPRIATE NOTICE TO BE GIVEN BY THE CHIEF APPRAISERS OF DENTON COUNTY AND COLLIN COUNTY; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Constitution of the State of Texas was amended in 1981 by a vote of the people to allow cities the local option to grant homestead exemptions; and

WHEREAS, on or about June 28, 2022, the Town Council adopted an ordinance which authorized a homestead exemption in the amount of twelve and a half percent (12.5%); and

WHEREAS, it is the desire of the Town Council to amend the Town's existing residence homestead exemption by authorizing a homestead exemption in the amount of fifteen percent (15%).

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 11.02.036, "Residence Homestead Exemption," of Article 11.02, "Ad Valorem (Property) Taxes," of Chapter 11, "Taxation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"Sec. 11.02.036 Residence homestead exemption.

From and after the effective date of this section, a homestead exemption of fifteen percent (15%) is granted to all qualified homeowners subject to the Town's property tax pursuant to the laws of the state regulating the assessment of ad valorem taxes. If this percentage produces an exemption of less than \$5,000.00 when applied to a particular residence homestead, the individual shall be entitled to an exemption of \$5,000.00 of the assessed value of the property."

SECTION 3

The Chief Appraiser for the Denton County Appraisal District and the Chief Appraiser for the Collin County Appraisal District shall give appropriate notice to the general public advising it of the availability of the exemption.

SECTION 4

This Ordinance shall apply to the 2023 tax roll and all subsequent tax rolls unless repealed or amended by ordinance.

SECTION 5

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

SECTION 6

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 7

This Ordinance shall become effective after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 27TH DAY OF JUNE, 2023.

	APPROVED:
	David F. Bristol, Mayor
ATTEST:	
Michelle Lewis Sirianni, Town Secretary	
APPROVED AS TO FORM AND LEGALITY:	
Terrence S. Welch. Town Attorney	



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Parameters Ordinance - GO Bonds, Series 2023

Town Council Meeting – June 27, 2023

Agenda Item:

Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2023", including the adoption of an ordinance authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds. (CL)

Description of Agenda Item:

Proceeds from the sale of the Bonds will be used to fund the planned capital projects:

- Parks and recreational projects (\$9,800,000)
- Streets, roads, bridges, and intersections (\$27,158,033)

The attached ordinance would authorize the issuance of the Bonds and delegate to the Deputy Town Manager or the Finance Director the final pricing within 180 days that meets the following conditions:

- Issue the bonds through a competitive or negotiated sale
- the voted authorization from the Election used in the issuance of such Bonds shall be taken from the following propositions: Proposition B (and shall not exceed \$9,800,000 in total voted authorization used); and Proposition C (and shall not exceed \$27,158,033 in total voted authorization used); the amount used of voted authorization from each proposition shall be set forth in a Pricing Certificate
- at a rate not to exceed 4.75% in the aggregate
- with a final maturity of August 15, 2043
- the refunding must produce debt service savings of at least 3.00%

Approval of this ordinance has the following advantages to obtain the lowest interest rate for the Town's Bond sale:

- Flexibility to sell on a day based on the best market conditions instead of only a Town Council Tuesday
- Allows for immediate award to the lowest bidder

Budget Impact:

Item 20.

The debt service payments for the Bonds will be funded from the Debt Service Fund.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P. and Chris Settle of McCall, Parkhurst and Horton, the Town's bond counsel, have reviewed the ordinance as to form and legality.

Attached Documents:

- 1. Ordinance
- 2. Timeline (Exhibit A)
- 3. Use of Proceeds (Exhibit B)

Town Staff Recommendation:

Town staff recommends adoption of an ordinance authorizing the issuance and sale of "Town of Prosper, Texas General Obligation Refunding and Improvement Bonds, Series 2023", and approving all other matters related thereto.

Proposed Motion:

I move to adopt an ordinance authorizing the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2023" and approving all other matters related thereto.

Page 2 of 2

Town of Prosper

General Obligation Bonds, Series 2023 Issuance

Preliminary Schedule of Events (as of June 22, 2023)

	May-23						
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

Complete

or after

24-Aug-23

or after

	Jun-23							
S	M	M T W T F S						
				1	2	3		
4	5	6	7	8	9	10		
11	12	13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	30			

	Jul-23								
S	M	M T W T F S							
						1			
2	3	4	5	6	7	8			
9	10	11	12	13	14	15			
16	17	18	19	20	21	22			
23	24	25	26	27	28	29			
30	31								

Earliest date for GO Bond closing and delivery of funds to the Town*

Aug-23							
S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

By	Day	Event
1-May-23	Monday	HilltopSecurities requests information for preparation of the Official Statements (complete)
8-May-23	Monday	HilltopSecurities receives requested information. HilltopSecurities begins preparation of the Official Statements (complete)
15-May-23	Monday	Draft Official Statements distributed to the Town and Bond Counsel (complete)
22-May-23	Monday	HilltopSecurities receives comments on Official Statements (complete)
30-May-23	Tuesday	Distribute GO Bond POS to Rating Agencies (complete)
13-Jun-23	Tuesday	Rating Agency conference calls (complete)
27-Jun-23	Tuesday	Town Council consideration of GO Bond Parameter Ordinance
14-Jul-23	Friday	Anticipated receipt of credit ratings
18-Jul-23	Tuesday	Earliest date to electronically mail GO Bond Official Statement to potential purchasers*
25-Jul-23	Tuesday	Target date to receive Certified Taxable Assessed Valuation
26-Jul-23	Wednesday	Earliest date for GO Bond pricing; Pricing Officer adopts final pricing*

Thursday

^{*} Date is preliminary, subject to change.

Exhibit B - Use of Proceeds

Parks and Recreation Projects	Series 2023
Various Hike and Bike Trails	800,000
Parks: Raymond Community Park, Phase 1: (Construction)	9,000,000
Subtotal	9,800,000

	Streets and Transportation Projects	Series 2023
1512-ST	First Street (DNT - Coleman): (Land/Esmt)	1,775,000
1512-ST	First Street (DNT - Coleman): (Construction)	-
	Fishtrap, Segment 2 (PISD Reimbursement): GO Bonds	1,063,033
	Legacy	10,000,000
	First Street (Elem - DNT): (Construction)	6,000,000
2010-ST	Fishtrap (Teel - Gee Road): (Construction)	6,025,000
1710-ST	Coit Road (First - Frontier) - 4 lanes: (Land/Esmt)	800,000
2208-ST	Parvin (FM 1385 - Legacy): Interim asphalt improvements	500,000
	Frontier (Legacy - DNT): (Design)	300,000
2141-ST	Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Land/Esmt)	350,000
2142-ST	Coleman (Prosper Trail - Prosper HS) - 2 SB lanes: (Land/Esmt)	345,000
Subtotal		27,158,033
GRAND TOTAL		36,958,033

ORDINANCE AUTHORIZING THE ISSUANCE OF TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2023, ESTABLISHING SALE PARAMETERS, PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS COUNTIES OF COLLIN AND DENTON TOWN OF PROSPER

WHEREAS, Town of Prosper, Texas (the "Town") has previously issued, and there are presently outstanding, bonds of the Town payable from ad valorem taxes levied and to be levied, assessed and collected within the Town, within the limits prescribed by law; and

WHEREAS, the Town now desires to refund all or part of the bonds described in Schedule I attached hereto, collectively, the "Eligible Refunded Obligations", and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate (each as defined below) to be refunded are herein referred to as the "Refunded Obligations"; and

WHEREAS, Chapter 1207 (defined below) authorizes the Town to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Town Council of the Town (the "Council") hereby finds and determines that it is a public purpose and in the best interests of the Town to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in one or more pricing certificates (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, a portion the bonds hereinafter authorized represent a portion of the bonds approved by the voters of the Town at an election held in the Town on November 3, 2020 (the "Election") under three propositions totaling \$210,000,000, and the Council deems it necessary and advisable to authorize, issue and deliver a portion of the bonds authorized at the Election, in the amounts set forth in a Pricing Certificate (hereinafter defined) from the approved Propositions, as set forth below:

Election <u>Prop.</u> A	Purpose For designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto.	Bonds <u>Approved</u> \$30,000,000	Bonds Previously <u>Issued</u> \$18,600,000	Amount Being <u>Issued</u> ⁽¹⁾ \$0.00	Amount Remaining ⁽¹⁾ \$11,400,000
В	For designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes.	\$30,000,000	\$5,030,000	\$9,800,000	\$15,170,000
С	For constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation.	\$150,000,000	\$50,020,000	\$27,158,033	\$72,821,967

⁽¹⁾ Includes premium deposited into the Construction Fund and applied against voted authorization. The table above shall be reproduced in the Pricing Certificate with such changes necessary to reflect the final pricing information.

WHEREAS, the Bonds are being issued and delivered pursuant to Chapter 1207, Chapter 1331 and Chapter 1371 (each as defined below), and the Town's Home Rule Charter; and; and

WHEREAS, the Town is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, the Council hereby finds and determines that it is in the best interests of the Town to issue the Bonds, in one or more series, for the purposes stated herein, and to delegate to the Pricing Officer the authority to act on behalf of the Town in selling and delivering the Bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in one or more Pricing Certificates to be executed by the Pricing Officer, all in accordance with the provisions of Sections 1207.007 and 1371.053, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

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

- Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.
- (b) The Bonds are hereby authorized to be issued and delivered, in one or more series, in the maximum aggregate principal amount hereinafter set forth for the public purposes of providing funds to (i) pay for the costs of the Projects (defined below), (ii) refund a portion of the Town's outstanding general obligation debt and (iii) pay the costs incurred in connection with the issuance of the Bonds.
- (c) Each Bond issued pursuant to this Ordinance shall be designated (unless otherwise provided in the Pricing Certificate): "TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2023," and initially there shall be issued, sold and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial Bond(s) being made payable to the Underwriter as described herein), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Attorney General" shall mean the Attorney General of the State.

"Bonds" means and includes the Bonds initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Chapter 1207" means Chapter 1207, Texas Government Code, as amended.

"Chapter 1331" means Chapter 1331, Texas Government Code, as amended.

"Chapter 1371" means Chapter 1371, Texas Government Code, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" shall mean the Comptroller of Public Accounts of the State.

"Delivery Date" shall mean the date or dates of delivery of any series of Bonds to the Underwriter against payment therefor, as determined by the Pricing Officer in the Pricing Certificate.

"Projects" shall mean (i) designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto; (ii) designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes; and (iii) constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation.

"State" shall mean the State of Texas.

"Underwriter" shall mean the initial purchaser(s) of the Bonds designated by the Pricing Officer in the Pricing Certificate.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Sections 1207.007 and 1371.053, Texas Government Code, as amended, the Deputy Town Manager and the Finance Director of the Town are each individually hereby authorized to act on behalf of the Town in selling and delivering the Bonds (of which officers, the officer executing the Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer"), determining whether the Bonds shall be issued in one or more series or subseries and whether the new money portion shall be issued as a single series of bonds and the refunding portion be issued as a separate series of bonds, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the procedures specified in this Ordinance, including determining the principal amount of Bonds to be issued, the amount to be applied against each proposition, determining whether the Bonds shall be issued in one or more series or subseries, the date or dates of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms, if any, upon and at which

the Bonds shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, approving modifications or additions to the Rule 15c2-12 continuing disclosure undertaking, approving modifications to the term Defeasance Securities, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations, determining any amounts to be contributed to the refunding by the Town and procuring municipal bond insurance and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the maximum original principal amount of Bonds issued for new money purposes shall not exceed \$36,958,033, the maximum original principal amount of Bonds issued for refunding purposes shall not exceed \$5,500,000, and the aggregate original principal amount of the Bonds shall not exceed \$42,458,033;
- (ii) no Bond of any series (if multiple series are issued) shall mature after August 15, 2043;
- (iii) the true interest cost rate for the Bonds shall not exceed 4.75% in the aggregate; and
- (iv) the refunding must produce debt service savings of at least 3.00% measured on a net present value basis as a percentage of the principal amount of the Refunded Obligations, with such savings to be net of any Town contribution to the refunding.
- (b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the date that is 180 days after the adoption of this Ordinance. The Pricing Officer may determine to issue one or more series of Bonds and may exercise the authority granted herein on one or more dates to effectuate the issuance of multiple series of Bonds if multiple series are issued and, if multiple series are issued, each separate series may close on separate dates or on the same date, as determined by the Pricing Officer. The Bonds shall be sold at such prices, with and subject to such terms as set forth in one or more Pricing Certificates.
- (c) The Bonds of one or more series may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds of one or more series are sold by private placement, the applicable Pricing Certificate shall so state, and the applicable

Pricing Certificate may make changes to this Ordinance to effect such private placement of such Bonds, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

- (d) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Town, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Town, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a)(iv) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the Town with the escrow agent named therein, an escrow agreement or deposit agreement, in substantially the form presented to the Council at the meeting at which this Ordinance was adopted and as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement"). In addition, each Pricing Officer and the Mayor shall be authorized to execute the Escrow Agreement. addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow or deposit fund described in the Escrow Agreement.
- (e) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Council hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, the most advantageous reasonably available, and the Pricing Officer is hereby authorized to make and include a finding to that effect in the Pricing Certificate.
- Section 4. CHARACTERISTICS OF THE BONDS. (a) <u>Registration, Transfer, Conversion and Exchange</u>. The Town shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Town hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Town and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make

such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Town shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Town shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth as **Exhibit A** of this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

- (b) Authentication. Except as provided in subsection (e) of this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Town or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller.
- Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Town and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the

Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

- Substitute Paying Agent/Registrar. The Town covenants with the registered (d) owners of the Bonds that at all times while the Bonds are outstanding the Town will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Town reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Town covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Town. Upon any change in the Paying Agent/Registrar, the Town promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.
- General Characteristics of the Bonds. The Bonds (i) shall be issued in fully (e) registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Town at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Town shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as Exhibit A of this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF BOND set forth as **Exhibit A** of this Ordinance.
- (f) <u>Book-Entry-Only System</u>. Unless the Bonds are sold by private placement, the Bonds issued in exchange for the Bonds initially issued to the Underwriter shall be initially

issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (g) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Town and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Town and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Town and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Town to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(g) Successor Securities Depository; Transfers Outside Book-Entry-Only System. If the Bonds are subject to the DTC book-entry system, and in the event that the Town determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Town to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Town shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange

Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

- (h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Town to DTC.
- (i) <u>Cancellation of Initial Bond(s)</u>. On the Delivery Date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter or its designee, executed by manual or facsimile signature of the Mayor and Town Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Underwriter or its designee. If the Bonds are sold subject to the book-entry system of DTC, then upon payment for the initial Bond(s), the Paying Agent/Registrar shall insert the Delivery Date on the initial Bond(s), cancel each of the initial Bond(s) and deliver to DTC on behalf of the Underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.
- (j) <u>Conditional Notice of Redemption</u>. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. FORM OF BONDS. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The Form of Bond as it appears in **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

Section 6. TAX LEVY. (a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Town as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Town. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Town, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Town shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Town, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Town, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Town are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Town under this Section, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Town under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in

said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Town with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Town will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that (1) in the proceedings providing for such payment arrangements, the Town expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Town also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Town, or deposited as directed in writing by the Town. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance

Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Town or deposited as directed in writing by the Town.

- (c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.
- (d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Town shall make proper arrangements to provide and pay for such services as required by this Ordinance.
- (e) In the event that the Town elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.
- Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.
- (b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Town and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Town and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.
- (c) <u>No Default Occurred</u>. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Town may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

- (d) <u>Charge for Issuing Replacement Bonds</u>. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Town whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.
- (e) <u>Authority for Issuing Replacement Bonds</u>. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Town or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in this Ordinance for Bonds issued in conversion and exchange for other Bonds.
- Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; **CUSIP NUMBERS INSURANCE** AND CONTINGENT PROVISION, IF OBTAINED. The Mayor (or, in the absence of the Mayor, the Mayor Pro Tem) is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General, and their registration by the Comptroller. Upon registration of the Bonds, the Comptroller (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Town's Bond Counsel and the assigned CUSIP numbers may, at the option of the Town, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.
- Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) <u>Covenants</u>. The Town covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Town covenants as follows:
 - (i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the

Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Town, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

- (ii) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (iv) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code:
- (v) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;
- (vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:
 - (A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued.
 - (B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148 1(b) of the Treasury Regulations, and
 - (C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;
- (vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

- (viii) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and
- (ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.
- (b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Town for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.
- <u>Proceeds</u>. The Town understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the Delivery Date. It is the understanding of the Town that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Town will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Town agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Town hereby authorizes and directs the Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Town, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.
- (d) <u>Disposition of Projects</u>. The Town covenants that the Projects financed with the proceeds of the Bonds issued in accordance with the Election or refinanced through the refunding of the Refunded Obligations, as described in the recitals to this Ordinance, will not be sold or otherwise disposed in a transaction resulting in the receipt by the Town of cash or other compensation, unless the Town obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Town shall not be obligated to comply with this

covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

- (e) Allocation of, and Limitation on, Expenditures for the Projects. The Town covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Projects on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed. The foregoing notwithstanding, the Town shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the Delivery Date, or (2) the date the Bonds are retired, unless the Town obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Town shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.
- Section 11. SALE OF BONDS; OFFICIAL STATEMENT. (a) The Bonds shall be sold and delivered subject to the provisions hereof and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively and individually, the "Purchase Contract"), each of which the Pricing Officer is hereby authorized to execute and deliver and in which the Underwriter shall be designated. The Bonds shall initially be registered in the name of the Underwriter, unless otherwise set forth in the Pricing Certificate.
- (b) The Pricing Officer is hereby authorized, in the name and on behalf of the Town, to approve the distribution and delivery of a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriter in the marketing of the Bonds, if applicable.
- FURTHER PROCEDURES; ENGAGEMENT OF BOND COUNSEL; ATTORNEY GENERAL FILING FEE; APPROPRIATION. (a) The Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer, individually or jointly, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Town such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Bonds and the sale of the Bonds. In addition, prior to the delivery of the Bonds, the Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

- (b) The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Town, which opinion shall be dated as of and delivered on the Delivery Date. The engagement of such firm as bond counsel to the Town in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.
- (c) To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.
- (d) In accordance with the provisions of Section 1202.004, Texas Government Code, in connection with the submission of the Bonds to the Attorney General for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bonds, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bonds. The Town hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Bonds, made payable to the "Texas Attorney General," be promptly furnished to the Town's Bond Counsel, for payment to the Attorney General in connection with his review of the Bonds.
- Section 13. COMPLIANCE WITH RULE 15c2-12. (a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:
- (i) <u>Definitions</u>. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(ii) <u>Annual Reports</u>. (A) The Town shall provide annually to the MSRB, within the timeframe set forth in the Pricing Certificate, in the electronic format prescribed by the MSRB, certain updated financial information and operating data pertaining to the Town, being the information described in the Pricing Certificate.

- (B) Any financial information described in the Pricing Certificate to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Town appended to the Official Statement, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within the period set forth in the Pricing Certificate, then the Town shall provide unaudited financial information of the type described in the Pricing Certificate within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.
- (C) If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.
- (D) All financial information, operating data, financial statements and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.
- (iii) <u>Event Notices</u>. The Town shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:
 - (1) Principal and interest payment delinquencies;
 - (2) Non-payment related defaults, if material;
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) Substitution of credit or liquidity providers, or their failure to perform;
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) Modifications to rights of holders of the Bonds, if material;
 - (8) Bond calls, if material, and tender offers;
 - (9) Defeasances;
 - (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
 - (11) Rating changes;

- (12) Bankruptcy, insolvency, receivership, or similar event of the Town;
- (13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Town in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town, and (b) the Town intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with subsection (a)(ii) of this Section by the time required by subsection (a)(ii).

- (iv) <u>Limitations, Disclaimers and Amendments</u>. (A) The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Town in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.
 - (B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Town's financial

results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

- (C) UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.
- (D) No default by the Town in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.
- (E) The provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Town (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Town may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.
- (b) If the Bonds are sold by private placement, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the Underwriter as may be necessary for the sale of the Bonds on the most favorable terms to the Town.

Section 14. METHOD OF AMENDMENT. The Town hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

- (a) The Town may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.
- (b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in a majority of the principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Town; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:
 - (1) Make any change in the maturity of any of the outstanding Bonds;
 - (2) Reduce the rate of interest borne by any of the outstanding Bonds;
 - (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
 - (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
 - (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.
- (c) If at any time the Town shall desire to amend this Ordinance under this Section, the Town shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.
- (d) Whenever at any time within one year from the date of mailing of such notice the Town shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically

consent to and approve such amendment, the Town may adopt the amendment in substantially the same form.

- (e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Town and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.
- (f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Town, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.
- (g) For the purposes of establishing ownership of the Bonds, the Town shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.
- Section 15. REDEMPTION OF REFUNDED OBLIGATIONS. (a) Subject to execution and delivery of the Purchase Contract with the Town, the Town hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the Notices of Redemption of the Refunded Obligations in substantially the form set forth in **Exhibit B** attached hereto to the paying agent for the Refunded Obligations. The Notices of Redemption of the Refunded Obligations as they appear in **Exhibit B** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Notices of Redemption of the Refunded Obligations to be reproduced as an exhibit to the Pricing Certificate.
- (b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date.
- (c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Town pursuant to the ordinances of the Town authorizing the issuance of such Refunded Obligations (the "Refunded Obligation Ordinance"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such

bonds have been refunded and are secured until final maturity solely with cash and/or investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and/or investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Town as described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, or pursuant to such other arrangement determined by the Pricing Officer in the Pricing Certificate.

Section 16. INTEREST EARNINGS ON BOND PROCEEDS; USE OF PREMIUM RECEIVED FROM SALE OF BONDS. (a) <u>Interest Earnings</u>. Interest earnings derived from the proceeds that are deposited to the Construction Fund (defined below) shall be retained therein and used for the purposes for which the Bonds were issued, provided that after the completion of such purposes, any amounts remaining therein shall be deposited to the Interest and Sinking Fund for the Bonds. It is further provided, however, that any interest earnings on bond proceeds that are required to be rebated to the United States of America pursuant to this Ordinance in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for purposes of this Section.

(b) <u>Use of Bond Premium</u>. The net premium received from the sale of the Bonds shall be applied as determined by the Pricing Officer in the Pricing Certificate.

(c) Establishment of Construction Fund.

- (i) The Town hereby creates and establishes and shall maintain on the books of the Town a separate fund to be entitled the "Series 2023 Bonds Construction Fund" (the "Construction Fund") for use by the Town for payment of all lawful costs associated with the Projects. Proceeds of the Bonds in the amount determined by the Pricing Officer in the Pricing Certificate shall be deposited into the Construction Fund. In addition, the amount to be applied against each bond proposition shall be determined by the Pricing Officer in the Pricing Certificate, and the table in the preambles hereto shall be reproduced in the Pricing Certificate to reflect such determination. Upon payment of all project costs, any moneys remaining on deposit in the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in this Ordinance.
 - (ii) The Town may place proceeds of the Bonds (including investment

earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Town hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the Projects.

- (iii) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.
- Section 17. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.
- Section 18. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 19. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):
 - (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
 - (ii) default in the performance or observance of any other covenant, agreement or obligation of the Town, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Town.
- Section 20. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Town for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.
- (b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.
- Section 21. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

- (b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
- (c) By accepting the delivery of a Bond authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or officials of the Town or the Council.

Section 22. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

Schedule I

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

Town of Prosper, Texas, General Obligation Refunding Bonds, Series 2013

Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2013

Exhibit A

FORM OF BOND

(a) The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

NO. R	STATE OF TOWN OF PROSIGENERAL OBLIGATION	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2023	
INTEREST <u>RATE</u> %	DELIVERY <u>DATE</u> , 2023	MATURITY <u>DATE</u> , 20	CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, TOWN OF PROSPER, TEXAS, in Collin and Denton Counties, Texas (the "Town"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the [Delivery Date, on February 15, 2024, and on each August 15 and February 15] thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of [U.S. Bank Trust Company, National Association, Dallas, Texas], which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Town required by the ordinance authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the [last business day] of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, firstclass postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Town covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated as of _____, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purpose of (i) designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto; (ii) designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes; (iii) constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage

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improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation; (iv) refunding a portion of the Town's outstanding general obligation debt, and (v) paying the costs incurred in connection with the issuance of the Bonds.

ON ______, 20___ or on any date thereafter, the Bonds may be redeemed prior to their scheduled maturities, at the option of the Town, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Town (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared at the close of business on the day of mailing such notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Town, all as provided in the Bond Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

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ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Town. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of any Bonds during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Town, resigns, or otherwise ceases to act as such, the Town has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Town, and have been pledged for such payment, within the limits prescribed by law.

THE TOWN ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be

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approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Town, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Town.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Town and countersigned with the manual or facsimile signature of the Town Secretary of the Town, and has caused the official seal of the Town to be duly impressed, or placed in facsimile, on this Bond.

Town Secretary	Mayor
Town of Prosper, Texas	Town of Prosper, Texas
(Town Seal)	

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:	[U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Dallas, Texas,] Paying Agent/Registrar
	By:Authorized Representative

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(c) Form of Assignment.

(COMPTROLLER'S SEAL)

ASSIGNMENT (Please print or type clearly)

For value received, the undersigned hereby se	ells, assigns and transfers unto:
Transferee's Social Security or Taxpayer Iden	ntification Number:
Transferee's name and address, including zip	code:
the within Bond and all rights thereunder, and	d hereby irrevocably constitutes and appoints
the within Bond on the books kept for registrepremises.	, attorney, to register the transfer of ration thereof, with full power of substitution in the
Dated:	
Signature Guaranteed:	
NOTICE: Signature(s) must be guaranteed be an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	g correspond with the name of the Registered
(d) Form of Registration Certifica	te of the Comptroller of Public Accounts.
COMPTROLLER'S REGISTRATION	N CERTIFICATE: REGISTER NO
	een examined, certified as to validity, and approved xas, and that this Bond has been registered by the of Texas.
Witness my signature and seal this	·
	Comptroller of Public Accounts of the State of Texas

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(e) <u>Insertions for the Initial Bond.</u>

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. " shall be deleted.

(B) the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF PROSPER, TEXAS (the "Town"), being a political subdivision located in Collin and Denton Counties, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity	Principal	Interest
Date	Amount	Rate
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

The Town promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the [Delivery Date] at the respective Interest Rate per annum specified above. Interest is payable on [February 15, 2024 and on each August 15 and February 15] thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date

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next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(C) The initial Bond shall be numbered "T-1."

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Exhibit B

NOTICE OF DEFEASANCE AND REDEMPTION

TOWN OF PROSPER, TEXAS (COLLIN AND DENTON COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Town of Prosper, Texas (the "Town") has called for early redemption the outstanding bonds of the Town described as follows:

Town of Prosper, Texas, General Obligation Refunding Bonds, Series 2013 (the "Series 2013 Bonds"), maturing on August 15 in the years and in the amounts shown below. Such Series 2013 Bonds have been called for redemption on ______, 2023 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

Maturity	Principal	CUSIP	Maturity	Principal	CUSIP
Date	Amount	Number	Date	Amount	Number
2024			2028		
2025			2029		
2026			***		
2027			2033		

aggregating \$____ in principal amount. On ____, 2023, funds were deposited with the paying agent/registrar for the Series 2013 Bonds in an amount sufficient to redeem the Series 2013 Bonds on the Redemption Date, and such Series 2013 Bonds shall be paid from amounts held in a trust account administered by the paying agent/registrar, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2013 Bonds to the paying agent/registrar thereof.

Upon presentation of the Series 2013 Bonds at the paying agent/registrar on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price, and thereafter the Series 2013 Bonds shall no longer bear interest.

TOWN OF PROSPER, TEXAS

NOTICE OF DEFEASANCE AND REDEMPTION

TOWN OF PROSPER, TEXAS (COLLIN AND DENTON COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Town of Prosper, Texas (the "Town") has called for early redemption the outstanding obligations of the Town described as follows:

Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2013 (the "Series 2013 Certificates"), maturing on August 15 in the years and in the amounts shown below. Such Series 2013 Certificates have been called for redemption on _____, 2023 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

Maturity	Principal	CUSIP	Maturity	Principal	CUSIP
Date	Amount	Number	Date	Amount	Number
2024			2028		
2025			2029		
2026			***		
2027			2033		

aggregating \$_____ in principal amount. On _____, 2023, funds were deposited with the paying agent/registrar for the Series 2013 Certificates in an amount sufficient to redeem the Series 2013 Certificates on the Redemption Date, and such Series 2013 Certificates shall be paid from amounts held in a trust account administered by the paying agent/registrar, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2013 Certificates to the paying agent/registrar thereof.

Upon presentation of the Series 2013 Certificates at the paying agent/registrar on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price, and thereafter the Series 2013 Certificates shall no longer bear interest.

TOWN OF PROSPER, TEXAS



ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: Eminent Domain Authorization Resolution: Legacy (Prairie – Fishtrap)

Town Council Meeting – June 27, 2023

Agenda Item:

Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, temporary construction easements, drainage easements, and water easement for the construction of the Legacy (Prairie – Fishtrap) – 4 lanes project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Description of Agenda Item:

The Town is in the process of developing engineering plans for the construction of the Legacy (Prairie – Fishtrap) – 4 lanes project. To facilitate the construction of the project, it is necessary for the Town to acquire certain parcels of right-of-way, temporary construction easements, drainage easements, and water easement. The specific parcels are identified in the attached Resolution, and the Location Map included with this agenda item depict the two (2) properties currently known to be affected. As with other similar road construction projects, it is not anticipated that all parcels will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

Budget Impact:

No direct budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

- 1. Resolution
- 2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council of the Town of Prosper, Texas, approve the attached Resolution declaring the necessity to acquire certain properties for right-of-way, temporary construction easements, drainage easements, and water easement for the construction of the Legacy (Prairie – Fishtrap) – 4 lanes project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Proposed Motion:

I move that the Town Council of the Town of Prosper, Texas, approve the attached Resolution declaring the necessity to acquire certain properties for right-of-way, temporary construction easements, drainage easements, and water easement for the construction of the Legacy (Prairie – Fishtrap) – 4 lanes project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Please note: Pursuant to Section 2206.053(c) of the Texas Government Code, if two (2) or more councilmembers object to adopting this single Resolution for all the properties referenced therein, a separate record vote must be taken for each unit of property.

This item requires a roll call vote.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER. TEXAS, DECLARING THE NECESSITY TO ACQUIRE CERTAIN REAL **PROPERTIES** RIGHT-OF-WAY, **TEMPORARY** FOR CONSTRUCTION EASEMENTS. DRAINAGE EASEMENTS. AND WATER EASEMENT FOR THE CONSTRUCTION OF LEGACY (PRAIRIE - FISHTRAP) - 4 LANES PROJECT; DETERMINING THE PUBLIC USE AND NECESSITY ACQUISITION: AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR SAID PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY: AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED: AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS: AND AUTHORIZING THE TOWN ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that there exists a public necessity to acquire the Property for the construction of the Legacy (Prairie – Fishtrap) – 4 lanes project, the location of which is generally set forth in the exhibits attached to this resolution; and

WHEREAS, the Town Council desires to acquire the property ("Property"), as more particularly described in the exhibits attached to this Resolution, for this governmental and public use in conjunction with the Town of Prosper's construction of the Legacy (Prairie – Fishtrap) – 4 lanes project ("Project"); and

WHEREAS, the Town Council desires that the Town Manager, or his designee, take all necessary steps to acquire the Property for the Project including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the Town Attorney, or his designee, negotiate the purchase of the Property for the Project, and if unsuccessful in purchasing the Property for the Project, to institute condemnation proceedings to acquire these required property interests.

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

SECTION 1

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

SECTION 2

The Town Council hereby finds and determines that a public use and necessity exists for the Town of Prosper, Texas, to acquire the following Property for the Project, as more particularly described in the Exhibits referenced herein:

EXHIBIT

DESCRIPTION/INTEREST TO BE ACQUIRED

- Approximately 0.0348 acres of real property for right-of-way and 0.0297 acres of real property for temporary construction easement, situated generally in the L. Netherly Survey, Abstract Number 962, Denton County, Texas and being part of that certain tract of land described as recorded in Instrument No. 2017-150 and in Instrument No. 2017-37344 of the Official Public Records of Denton County, Texas
- Approximately 1.4393 acres of real property for right-of-way and 1.5536 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20200618000919920 of the Official Public Records of Collin County and in the L. Netherly Survey, Abstract Number 962, Denton County, Texas and being part of that certain tract of land described as recorded in Instrument No. 2023-75 of the Official Public Records of Denton County, Texas
- Approximately 0.3142 acres of real property for drainage easement and 0.0338 acres of real property for drainage easement, situated generally in the Collin County School Land Survey, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20200618000919920 of the Official Public Records of Collin County, Texas
- Approximately 0.2187 acres of real property for water easement, situated generally in the Collin County School Land Survey, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20200618000919920 of the Official Public Records of Collin County, Texas

SECTION 3

The Town Manager, or his designee, is authorized and directed to negotiate for and to acquire the Property for the Project, for the Town of Prosper, Texas, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the Property for the Project including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4

The Town Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Property for the Project, and, as such, the Town Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the Town Council for such purpose. The Town Manager is specifically authorized to establish the just compensation for the acquisition of the Property. If the Town Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the Town Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Property for the Project.

SECTION 5

This Resolution is effective immediately upon its passage.

	THE TOWN COUNCIL OF THE TOWN OF
PROSPER, TEXAS, BY A VOTE OF TO	ON THIS THE 27TH DAY OF JUNE 2023.
	David F. Bristol, Mayor
	, ,
ATTEST:	
Michelle Lewis Sirianni, Town Secretary	
APPROVED AS TO FORM AND LEGALITY:	
Terrence S. Welch, Town Attorney	

EXHIBIT 1

LEGAL DESCRIPTION RIGHT-OF-WAY DEDICATION

BEING a 0.0348 acre (1,518 square foot) tract of land situated in the L. Netherly Survey, Abstract No. 962, Town of Prosper, Denton County, Texas; said tract being part of Lot 1R, Block A, Prosper Center, an addition to the Town of Prosper according to the plat recorded in Instrument No. 2017-150, Official Public Records, Denton County, Texas; said tract also being part of the tract described in Special Warranty Deed to SRKMR Real Estate Holdings 2, LLC, recorded in Instrument No. 2017-37344 of said Official Public Records; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "KHA" set in the northwest right-of-way line of Legacy Drive (a variable width right-of-way); said point being the southwest corner of said Lot 1R;

THENCE North 85°35'49" East, along the said northwest line of Legacy Drive, a distance of 26.82 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the **POINT OF BEGINNING**;

THENCE North 40°36'43" East, departing the said northeast line of Legacy Drive, a distance of 256.00 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner in the northeast line of said Lot 1R;

THENCE South 49°23'17" East, along the said northeast line of Lot 1R, a distance of 6.00 feet to a point for corner in the said northwest line of Legacy Drive;

THENCE South 40°36'43" West, along the said northwest line of Legacy Drive, a distance of 250.00 feet to a point for corner:

THENCE South 85°36'43" West, continuing along the said northwest line of Legacy Drive, a distance of 8.49 feet to the **POINT OF BEGINNING** and containing 1,518 square feet or 0.0348 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the right-of-way tract described.

MICHAEL C. BILLINGSLEY REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6558 801 CHERRY STREET,

UNIT 11 SUITE 1300 FORT WORTH, TEXAS 76102 PH. 817-335-6511

michael.billingsley@kimley-horn.com

MICHAEL CLEO BILLINGSLEY)

6558

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RIGHT-OF-WAY DEDICATION
PART OF
LOT 1R, BLOCK A
PROSPER CENTER
L. NETHERLY SURVEY,
ABST. NO. 962
TOWN OF PROSPER
DENTON COUNTY, TEXAS

Kimley >>> Horn

801 Cherry Street, Unit 11, #1300
Fort Worth, Texas 78102
FIRM #10194040

Tel. No. (817) 335-8511
www.kimley-horn.com

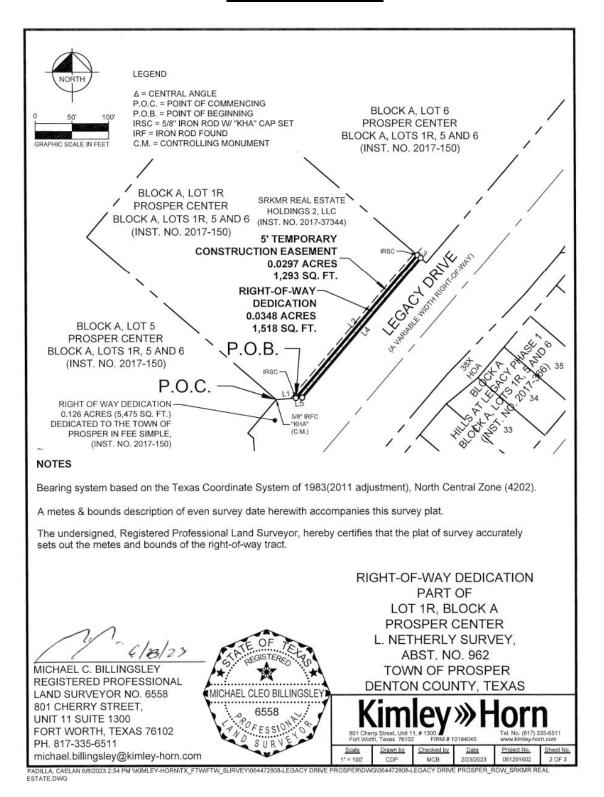
Tel. No. (817) 335-8511
www.kimley-horn.com

 Scale
 Drawn by
 Checked by
 Date
 Project No.
 Sheet No.

 N/A
 CDP
 MCB
 2/23/2023
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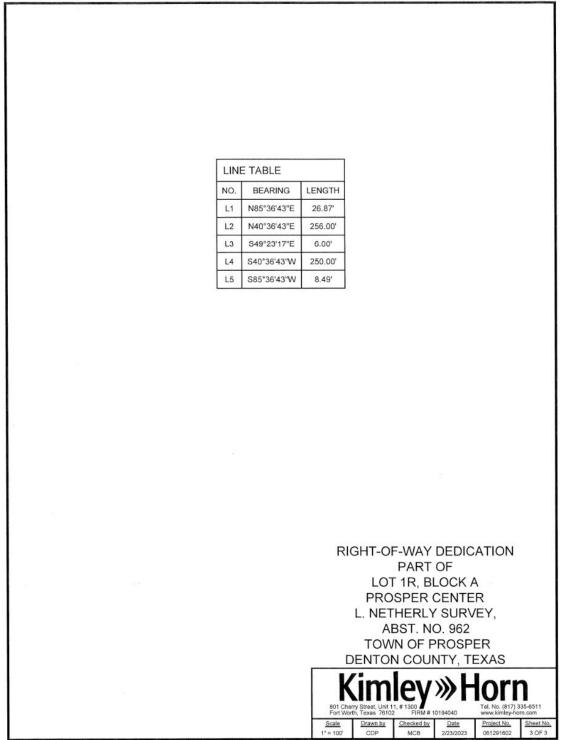
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EXHIBIT 1 (Continued)



Resolution No. 2023-XX, Page 5

EXHIBIT 1 (Continued)



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EXHIBIT 2

LEGAL DESCRIPTION RIGHT-OF-WAY DEDICATION

BEING a 1.4393 acre (62,696 square foot) tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed with Vendor's Lien to Legacy and First LP recorded in Instrument No. 20200618000919920, Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "KHA" set for the west end of a right-of-way corner clip at the intersection of the south right-of-way line of Fishtrap Road (a variable width right-of-way) and the west right-of-way line of Legacy Drive (a variable width right-of-way);

THENCE North 85°24'56" East, departing the said south line of Fishtrap Road, a distance of 95.22 feet to the **POINT OF BEGINNING**; said point also being the northwest corner of said Legacy and First, LP tract;

THENCE North 83°18'20" East, along the north line of said Legacy and First, LP tract, a distance of 95.68 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE South 41°52'52" West, departing the said north line of the Legacy and First, LP tract, a distance of 37.52 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE South 00°05'53" West, a distance of 154.48 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner:

THENCE South 44°54'07" East, a distance of 21.21 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE South 00°05'53" West, a distance of 267.43 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner:

THENCE South 45°05'353" West, a distance of 21.21 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE South 04°31'00" West, a distance of 129.8 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right;

CONTINUED ON SHEET 2

RIGHT-OF-WAY DEDICATION COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 TOWN OF PROSPER COLLIN COUNTY, TEXAS



BILLINGSLEY, MICHAEL 6/17/2023 7:29 PM \KIMLEY-HORNITX_FTW/FTW_SURVEY/064472808-LEGACY DRIVE PROSPER\DWG/064472808-LEGACY DRIVE PROSPER_ROW_LEGACY AND

EXHIBIT 2 (Continued)

LEGAL DESCRIPTION (CONTINUED)

THENCE in a southerly direction, with said non-tangent curve to the right with a radius of 1,460.00 feet, a central angle of 16°29'01", and a chord bearing and distance of South 08°20'24" West, 418.58 feet and an arc distance of 420.03 feet to a 5/8-inch iron rod found for corner in the said east right-of-way line of Legacy Drive;

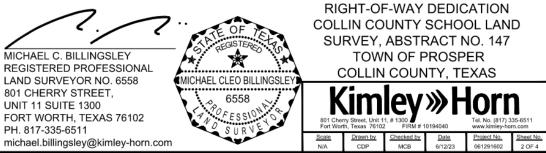
THENCE North 00°05'53" East, a distance of 1,012.24 feet to the **POINT OF BEGINNING** and containing 62,696 square feet or 1.4393 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the right-of-way tract described.



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EXHIBIT 2 (Continued)

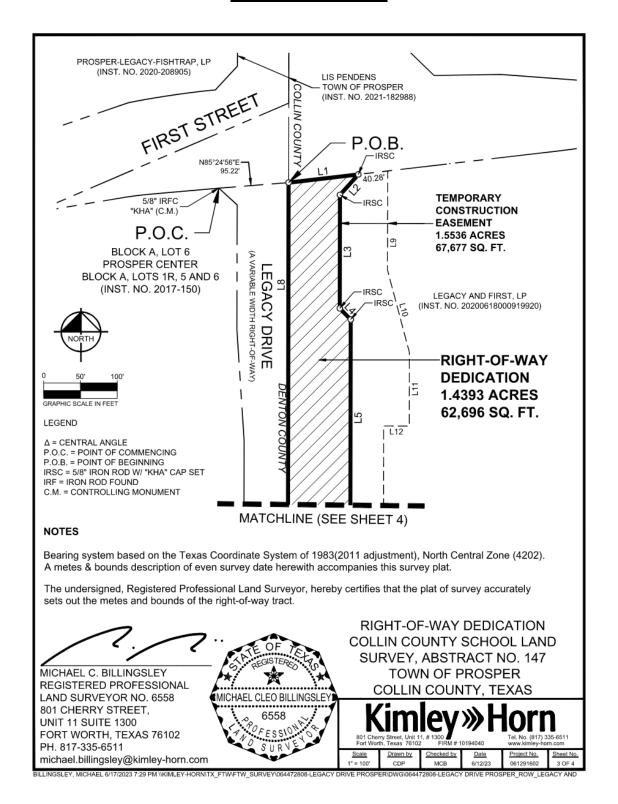


EXHIBIT 2 (Continued)

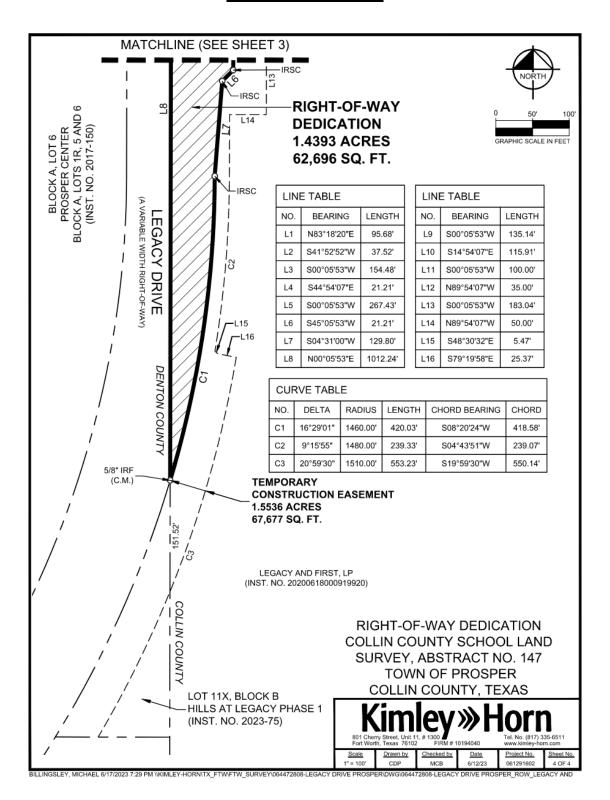


EXHIBIT 3

LEGAL DESCRIPTION

TRACT 1

BEING a 0.3124 acre (13,609 square foot) tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed with Vendor's Lien to Legacy and First LP recorded in Instrument No. 20200618000919920 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "KHA" set for the west end of a right-of-way corner clip at the intersection of the south right-of-way line of Fishtrap Road (a variable width right-of-way) and the west right-of-way line of Legacy Drive (a variable width right-of-way);

THENCE North 85°24'56" East, a distance of 95.22 feet to point for the northwest corner of said Legacy and First, LP tract, and being in the east right-of-way line of said Legacy Drive;

THENCE along the said east right-of-way line of Legacy Drive, South 00°05'53" West, a distance of 171.14 feet to a point; from said point a 5/8-inch iron rod with cap stamped "KHA" found for the north corner of Lot 10X, Block B, Hills at Legacy, Phase 1, an addition to the Town of Prosper, Texas according to the plat recorded in Instrument No. 2017-212 of said Official Public Records bears South 00°05'53" West, a distance of 841.09 feet;

THENCE departing the said east right-of-way line of Legacy Drive, South 89°54'07" East, a distance of 70.00 feet to the POINT OF BEGINNING;

THENCE the following six (6) calls:

South 89°54'07" East, a distance of 60.00 feet to a point for corner; South 00°05'53" West, a distance of 297.43 feet to a point for corner;

North 89°54'07" West, a distance of 60.00 feet to a point for corner;

North 45°05'53" East, a distance of 21.21 feet to a point for corner;

North 00°05'53" East, a distance of 267.43 feet to a point for corner;

North 44°54'07" West, a distance of 21.21 feet to the **POINT OF BEGINNING** and containing 13,609 square feet or 0.3124 acres of land, more or less.

DRAINAGE EASEMENT
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER,
COLLIN COUNTY, TEXAS



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EXHIBIT 3 (Continued)

LEGAL DESCRIPTION TRACT 2

BEING a 0.0338 acre (1,471 square foot) tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed with Vendor's Lien to Legacy and First LP recorded in Instrument No. 20200618000919920 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "KHA" set for the west end of a right-of-way corner clip at the intersection of the south right-of-way line of Fishtrap Road (a variable width right-of-way) and the west right-of-way line of Legacy Drive (a variable width right-of-way);

THENCE North 85°24'56" East, a distance of 95.22 feet to point for the northwest corner of said Legacy and First, LP tract, and being in the east right-of-way line of said Legacy Drive;

THENCE along the said east right-of-way line of Legacy Drive, South 00°05'53" West, a distance of 820.61 feet to a point; from said point a 5/8-inch iron rod with cap stamped "KHA" found for the north corner of Lot 10X, Block B, Hills at Legacy, Phase 1, an addition to the Town of Prosper, Texas according to the plat recorded in Instrument No. 2017-212 of said Official Public Records bears South 00°05'53" West, a distance of 191.62 feet:

THENCE departing the said east right-of-way line of Legacy Drive, South 48°30'32" East, a distance of 29.15 feet to the **POINT OF BEGINNING**:

THENCE the following six (6) calls:

South 79°19'58" East, a distance of 25.68 feet to a point for corner;

South 10°40'02" West, a distance of 33.00 feet to a point for corner;

North 79°19'58" West, a distance of 30.00 feet to a point for corner;

North 10°30'41" East, a distance of 12.31 feet to a point for corner;

North 48°30'32" West, a distance of 23.45 feet to a point for corner, and being the beginning of a non-tangent curve to the left with a radius of 1,460.00 feet, a central angle of 00°55'38", and a chord bearing and distance of North 09°19'58" East, 23.62 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 23.62 feet to the **POINT OF BEGINNING** and containing 1,471 square feet or 0.0338 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202),

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
LINIT 11 SUITE 1300

6/12/23

UNIT 11 SUITE 1300 FORT WORTH, TEXAS 76102 PH. 817-335-6511

michael.billingsley@kimley-horn.com

MICHAEL CLEO BILLINGSLEY

DRAINAGE EASEMENT
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER,
COLLIN COUNTY, TEXAS

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. | No. | Sheet No. | No. | Sheet No. | Checked by | Date | Checked by | Date | Checked by | Check

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EXHIBIT 3 (Continued)

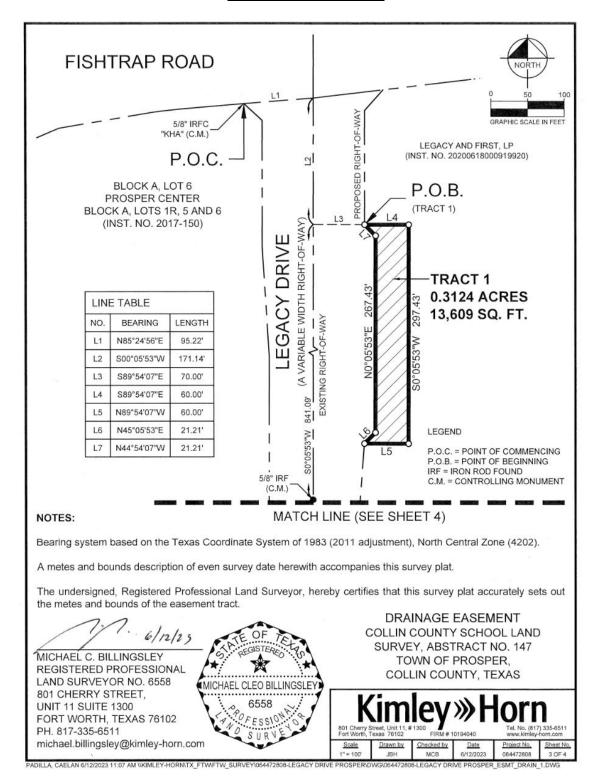


EXHIBIT 3 (Continued)

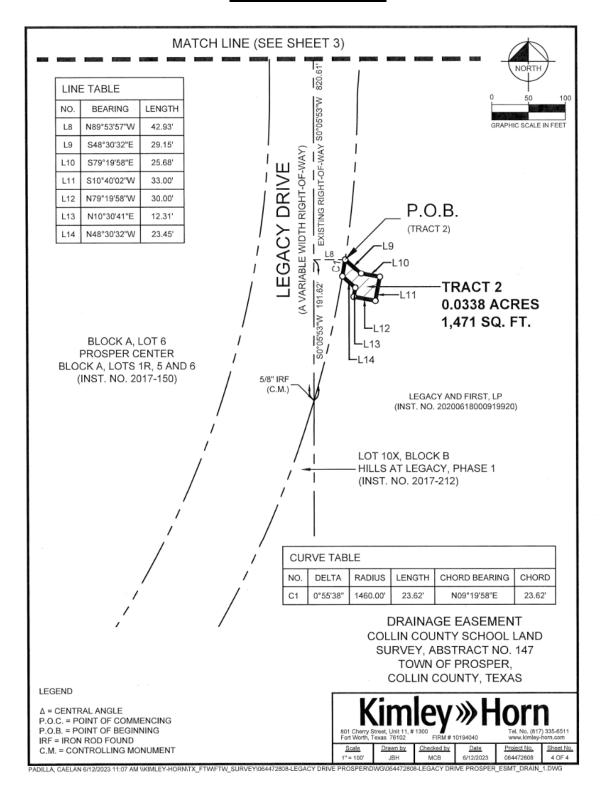


EXHIBIT 4

LEGAL DESCRIPTION

BEING a 0.2187 acre (9,525 square foot) tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed with Vendor's Lien to Legacy and First LP recorded in Instrument No. 20200618000919920 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "KHA" set for the west end of a right-of-way corner clip at the intersection of the south right-of-way line of Fishtrap Road (a variable width right-of-way) and the west right-of-way line of Legacy Drive (a variable width right-of-way);

THENCE North 85°24'56" East, a distance of 95.22 feet to point the northwest corner of said Legacy and First, LP tract, and being in the east right-of-way line of said Legacy Drive;

THENCE along the said east right-of-way line of Legacy Drive, South 00°05'53" West, a distance of 72.66 feet to a point; from said point a 5/8-inch iron rod with cap stamped "KHA" found for the north corner of Lot 10X, Block B, Hills at Legacy, Phase 1, an addition to the Town of Prosper, Texas according to the plat recorded in Instrument No. 2017-212 of said Official Public Records bears South 00°05'53" West, a distance of 939.58

THENCE departing the said east right-of-way line of Legacy Drive, South 89°53'07" East, a distance of 70.00 feet to the POINT OF BEGINNING;

THENCE the following ten (10) calls:

South 89°52'28" East, a distance of 24.00 feet to a point for corner;

North 00°05'53" East, a distance of 22.97 feet to a point for corner;

North 87°22'39" East, a distance of 20.02 feet to a point for corner;

South 00°05'53" West, a distance of 417.70 feet to a point for corner;

South 45°15'49" West, a distance of 66.96 feet to a point for corner;

North 04°31'00" East, a distance of 30.64 feet to a point for corner;

North 45°15'49" East, a distance of 35.43 feet to a point for corner; North 00°05'53" East, a distance of 375.46 feet to a point for corner;

North 89°52'28" West, a distance of 24.00 feet to a point for corner;

North 00°05'53" East, a distance of 10.00 feet to the POINT OF BEGINNING and containing 9,525 square feet or 0.2187 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

6/12/23 MICHAEL C. BILLINGSLEY REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6558 801 CHERRY STREET,

UNIT 11 SUITE 1300 FORT WORTH, TEXAS 76102 PH. 817-335-6511

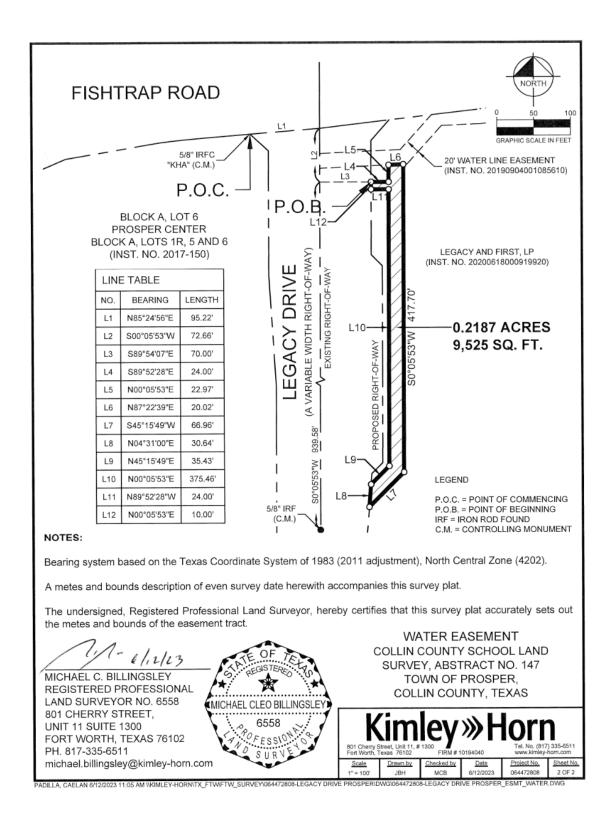
michael.billingsley@kimley-horn.com

MICHAEL CLEO BILLINGSLE' 6558

WATER EASEMENT COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

ADILLA CAFLAN 6/12/2023 11:05 AM \KIMLEY-HORNITX FTWFTW SURVEY\064472808-LEGACY DRIVE

EXHIBIT 4 (Continued)



LOCATION MAP

Legacy (Prairie - Fishtrap) - 4 Lanes Project Right-of-Way and Easement Acquisition

